METROPOLITAN TRANSIT AUTHORITY

INVITATION FOR BIDS

FOR

PURCHASE AND DELIVERY OF BUS FLUIDS

METRO IFB NO. 4020000122

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.

METRO FUNDING 100%

**IMPORTANT – Notice to Bidder**

All responses to this solicitation must be labeled as indicated below and delivered or mailed to the following address:

Metropolitan Transit Authority  
Procurement Division  
Plan Room, 2nd Floor  
1900 Main Street  
Houston, Texas 77002

Upper Left Corner of Envelope Must Indicate:  
Bidder/Contractor Name and Address

Lower Left Corner of Envelope Must Indicate:  
Solicitation Number  
Due Date  
Due Time  
Solicitation Title

METRO does not accept electronic bid/proposal submissions.  
Only physical, hardcopy documents are accepted.
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SECTION I - BIDDING REQUIREMENTS AND INSTRUCTIONS

1 INVITATION FOR BIDS SUMMARY

IFB NO: 4020000122 IFB ISSUE DATE: March 23, 2020

PROJECT NAME: Purchase and Delivery of Bus Fluids for Metro’s Transit Vehicles

ISSUED BY: Metropolitan Transit Authority of Harris County (METRO) SUBMIT INQUIRIES BY WRITING OR CALLING: (No collect calls accepted):

METROPOLITAN TRANSIT AUTHORITY NAME: Fatima Rubio
Procurement Division TITLE: Contract Administrator
1900 Main Street TELEPHONE: (713) 652-8045
Houston, Texas 77002 E-MAIL: fr14@ridemetro.org

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

BID OPENING TIME/LOCATION: Sealed bids in original form for work described herein will be received until 2:00 p.m. local time on Wednesday, April 15, 2020, at the METRO Procurement Office Plan Room, 2nd floor, 1900 Main St., Houston, Texas 77002. Bids will be opened publicly and read aloud at 10:00 a.m. on Thursday, April 16, 2020, in the same location.

Please click on this link to see parking lots available in downtown Houston near the 1900 Main Building. https://www.ridemetroapp.org/procurement/.

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 bidding purposes the pricing schedule has multiple Groups “1” - “6”. For the purposes of award, METRO will consider the total bid amount per individual Group. An award of multiple firm fixed price contract(s) is anticipated to be made to the responsive responsible bidders whose bid conforms to the requirements of this Solicitation. A bidder may bid on individual Groups of Items. It is not required that a bidder submit a bid for all Groups. The lowest price bidder per Group is not guaranteed that it will receive the METRO contract award.

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 are 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) 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. Electronic, facsimile (fax) or emailed bids are not authorized.

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 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://www.ridemetroapp.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) If applicable, have a satisfactory record, as a Contractor, of achieving Small Business Contract Goals in past METRO projects, as well as providing evidence satisfactory to METRO that the bidder will comply with Small Business Program requirements and Small Business goals contained herein;
g) 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;
h) Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this Solicitation; and,
i) 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.

SMALL BUSINESS PARTICIPATION GOAL: METRO has adopted a Small Business Enterprise Program to encourage the participation of Small Business enterprises in contracting activities through race-gender neutral means. METRO sets Small Business Participation goals on its contracts. Small Business Participation goals can be satisfied by METRO-certified Small Businesses (SBE), Texas Unified Certification Program (TUCP)-certified Disadvantaged Business Enterprises (DBE), or a combination of both. All references to Small Businesses in this document include Disadvantaged Business Enterprises.

The link to the METRO SBE directory is https://ridemetro.sbdbe.com/ The link to the TUCP DBE directory is https://txdot.txdotcms.com/

This solicitation has a 0% Small Business Participation goal.

Copies of METRO’s Small Business Program can be obtained upon request. METRO encourages Contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals. A listing of such institutions may be found at https://www.fdic.gov/regulations/resources/minority/mdc.html

TAXES: METRO is exempt from payment of Federal Excise and Transportation Tax and the Texas Limited Sales, Excise and Use Tax. The Contractor’s invoice(s) shall not contain assessments of any of these taxes.

2 FORMS – SUBMITTAL REQUIREMENTS CHECKLIST

Each Bidder must complete, sign and return the following forms/documents with the bid. Failure to submit these forms may render a bidder and the submitted bid as non-responsive.

Section II

1. ‘Bid and Award’ Form

2. ‘Bid/Contract Amount, Items and Prices’
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 Bus Fluids for Metro's Transit Vehicles.

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

<table>
<thead>
<tr>
<th>No./Date</th>
<th>No./Date</th>
<th>No./Date</th>
<th>No./Date</th>
<th>No./Date</th>
</tr>
</thead>
</table>

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 IX. The resulting contract will consist of this form and Sections II through IX.

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

OFFERER 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

CONTRACT NO.: ____________________________

ITEM NO. AWARDED: ____________________________

AWARD AMOUNT: ____________________________

BUDGET NO.: 130040

PROJECT MANAGER: ____________________________

APPROVED AS TO FORM:

NAME: ____________________________
TITLE: ____________________________

APPROVED BY:

NAME: Michael Kyme
TITLE: Chief Procurement Officer

NAME: Debbie Sechler
TITLE: Executive Vice President, Administration

NAME: Arthur C. Smiley III
TITLE: Chief Financial Officer

ATTEST:

NAME: ____________________________
TITLE: ____________________________

Cydonii Fairfax
EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL
IFB No. 4020000122

2 BID /CONTRACT AMOUNT, ITEMS AND PRICES – ANTI-FREEZE/COOLANT

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

GROUP NO. 1 – ANTIFREEZE/COOLANT

Contractor agrees to furnish all resources necessary to supply and deliver on an “as required” basis (FOB Destination) Engine Coolant/Anti-Freeze in bulk, in accordance with the attached Exhibit “A” at the below bid prices.

INDEX PRICE shall be based on the Price of Ethylene Glycol. Petrochemical Industry Standard Price as published monthly by Chemical Data, Inc. The price per pound shall be converted into the price of Engine Antifreeze/Coolant per gallons on its diluted state. See Appendix No. A3 for the formula used to calculate the Ethylene Glycol Price per pound into Engine Antifreeze/Coolant Price per gallon. At the commencement of the Contract, Contractor shall submit the new INDEX PRICE to the Contracting Officer. This index price shall be used for the first six (6) months and shall be adjusted every six (6) months thereafter. In establishing the Index Price, the Contractor shall use the published price of Ethylene Glycol for the previous month following the first six (6) month period. Contractor is responsible for securing subscription to the monthly Chemical Data, Inc. Publication.

FIXED DIFFERENTIAL PRICE shall include all Delivery Costs to deliver the Engine Antifreeze/Coolant to any of the METRO Facilities indicated in Appendix No. A2, as well as all applicable taxes and fees.

METRO may order a Minimum of 1,000 gallons up to a maximum of 7,600 gallons per load delivered by commercial bulk carrier. (Loading anti-freeze/coolant to METRO’s tanks from drums will not be acceptable. Only loading bulk anti-freeze/coolant to METRO’s tanks will be acceptable).

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>INDEX PRICE FOR THE PERIOD OF January 1, 2020 – March 31, 2020 (SEE APPENDIX NO. A3)</th>
<th>BIDDERS FIXED DIFFERENTIAL</th>
<th>TOTAL BID PRICE PER GALLON</th>
<th>QUANTITY</th>
<th>EXTENDED BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Engine Anti-Freeze/Coolant (50/50) (Bulk) In accordance with Exhibit “A” (MPN 9145-001-0002)</td>
<td>$_________ (+) $_________ (=) $_________ (x) 168,184 (Gallons)</td>
<td>=)</td>
<td>$_________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID AMOUNT FOR GROUP NO.1 NOT-TO-EXCEED (NTE) $_________

SUBMITTALS

1. The following shall be submitted with the bid:
   1.1 Product Data Sheet and MSDS.

2. Failure to submit any or all of the above shall render the bid as non-responsive.

NOTE: The quantities listed above are estimates only and METRO shall not be obligated to purchase the entire quantity.
3. BID / CONTRACT AMOUNT, ITEMS AND PRICES – AUTOMATIC TRANSMISSION FLUID

GROUP NO. 2 – AUTOMATIC TRANSMISSION FLUID

Contractor shall provide all necessary resources to supply (FOB Destination) Synthetic Automatic Transmission Fluid in bulk gallons in accordance with specification listed in Exhibit “B” and the terms and conditions of the Bid/Award form at the below bid prices.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>CONTAINER TYPE</th>
<th>UOM</th>
<th>3 YEAR QUANTITY</th>
<th>BID UNIT PRICE</th>
<th>TOTAL EXTENDED AMOUNT FOR GROUP 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BULK</td>
<td>Gallon</td>
<td>33,631</td>
<td>$_____________</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

(METRO MPN: 9150-011-0009)

Note: METRO may order a Minimum of 1,000 gallons up to a maximum of 7,600 gallons per load delivered by commercial bulk carrier. Loading Synthetic Transmission Fluid to METRO’s tanks from drums will not be acceptable.

Manufacturer & brandname of product.

Manufacturer: ______________________
Brandname: _______________________

DRUMS

NOTE: METRO reserves the right to purchase a small quantity of Synthetic ATF in 55 gallon drums, if the need arises, at the same bulk unit price per gallon as listed above. Any Synthetic ATF purchased in drums will be produced by the same manufacturer and have the same name brand as the bulk listed above. METRO anticipates to purchase up to twenty (20) 55 gallon drums of Synthetic ATF.

A. This Synthetic Automatic Transmission fluid will be used in Allison Diesel/Electric Hybrid 40/50 systems, which require a TES 468 product. At this time only the products below are approved for this purpose. The bidding of a product other than one specified below will be cause for bid rejection.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Product Brand Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Castrol Heavy Duty Lubricants</td>
<td>TranSynd</td>
</tr>
<tr>
<td>BP Lubricants</td>
<td>Autran Syn 295</td>
</tr>
<tr>
<td>Cognis Corporation</td>
<td>Emgard 2805</td>
</tr>
<tr>
<td>International Truck &amp; Engine Company</td>
<td>Fleetrite Synthetic ATF</td>
</tr>
<tr>
<td>John Deere &amp; Company</td>
<td>HD SynTran</td>
</tr>
</tbody>
</table>
B. Contractor shall deliver FOB Destination to location specified in Section IV titled Deliveries or Performance Articles, Ordering and Delivery Requirements of Synthetic ATF.

C. SUBMITTALS

1. The following shall be submitted with the bid:
   1.1 Product Data Sheet and MSDS.
   1.2 Allison TES 468 Approval Number

2. Failure to submit any or all of the above shall render the bid as non-responsive.

   TOTAL BID AMOUNT FOR GROUP NO. 2 NOT-TO-EXCEED $_______________________

NOTE: The quantities listed above are estimates only and METRO shall not be obligated to purchase the entire quantity.
GROUP NO. 3 – DIESEL EXHAUST FLUID

Contractor agrees to furnish all resources necessary to supply and deliver on an “as required” basis (FOB Destination) Diesel Exhaust Fluid in bulk, in accordance with the attached Exhibit “C”, at the below bid prices.

<table>
<thead>
<tr>
<th>Items</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Bid Price</th>
<th>Extended Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Diesel Exhaust Fluid (DEF)</td>
<td>Gallon</td>
<td>231,070</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

According to Exhibit “C” during a one (1) year period.

TOTAL BID AMOUNT FOR GROUP 3 NOT-TO-EXCEED: $ __________

(METRO MPN 9130-004-0008)

NOTES:

The quantities listed above are estimates only and METRO shall not be obligated to purchase the entire quantity.

Diesel Exhaust Fluid shall be delivered in bulk form only. Loading Diesel Exhaust Fluid to METRO’s DEF storage containers/tanks from drums will not be acceptable.

SUBMITTALS

1. The following shall be submitted with the bid:
   1.1 Product Data Sheet and MSDS.
2. Failure to submit any or all of the above shall render the bid as non-responsive.
5 BID / CONTRACT AMOUNT, ITEMS AND PRICES – ENGINE OIL SAE 15W-40 CK-4

GROUP NO. 4 – ENGINE OIL SAE 15W-40 CK-4

A. SCHEDULE OF ITEM(S) AND PRICE(S)

Contractor shall provide all necessary resources to supply (FOB Destination) MULTI-GRADE ENGINE OIL, SAE15W-40, CK-4 in accordance with specification listed in Exhibit “D” and the terms and conditions of the Bid/Award form at below bid prices. **METRO may order a Minimum of 1,000 gallons up to a maximum of 7,600 gallons per load delivered by commercial bulk carrier. (Loading oil to METRO’s tanks from drums will not be acceptable).** All prices will be subject to economic adjustments in accordance with Section VI, Article 2. The estimated quantity is 120,120 gallons for a period of three (3) years.

<table>
<thead>
<tr>
<th>CONTAINER TYPE</th>
<th>UNIT</th>
<th>ESTIMATED 3 YEAR QUANTITY</th>
<th>BID PRICE PER GALLON</th>
<th>TOTAL EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BULK</td>
<td>GALLON</td>
<td>154,386</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT FOR GROUP NO. 4 NOT-TO-EXCEED $_________**

**NOTE:** The quantities listed above are estimates only and METRO shall not be obligated to purchase the entire quantity.

(METRO MPN 9150-015-0037)

**SUBMITTALS**

1. The following shall be submitted with the bid:
   1.1 Product Data Sheet and MSDS.

2. Failure to submit any or all of the above shall render the bid as non-responsive.
6 BID/CONTRACT AMOUNT, ITEMS AND PRICES - GEAR OIL

GROUP NO. 5 – GEAR OIL

B. SCHEDULE OF ITEM(S) AND PRICE(S)

Bidder shall provide all necessary resources to supply (FOB Destination) Non Synthetic 85W/140 Differential Gear Oil, API-GL5 EP and Synthetic Differential Gear Oil, API GL-5 in accordance with specification listed in Exhibits “E” and the terms and conditions of the Bid/Award form at the below bid prices.

Prices for Item No. 1 – Non Synthetic 85W 140 Differential Gear Oil, API GL-5 EP will be subject to economic adjustments in accordance with Section V, Article 3.

ITEM NO. 1

Estimated quantity for contract term – 23,265 gallons (423– 55 gallon drums)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>CONTAINER</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>BID PRICE</th>
<th>TOTAL EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>55 Gallon DRUM</td>
<td>DRUM</td>
<td>423</td>
<td>$__________</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

85W 140

According to Exhibit “E1”

Manufacturer: ____________________

Brand: ____________________

SAE Grade: ____________________

(METRO MPN:9150-006-0001)

NOTE: The quantities listed above are estimates only and METRO shall not be obligated to purchase the entire quantity.
GROUP NO. 6 – ENGINE OIL SAE 15W-40 API CF-4 CES20085

C. SCHEDULE OF ITEM(S) AND PRICE(S)

Contractor shall provide all necessary resources to supply (FOB Destination) Natural Gas Multi-Grade Engine Oil SAE 15W40 API CF-4 CES20085 in accordance with specification listed in Exhibits “F” and the terms and conditions of the Bid/Award form at the below bid prices. All prices will be subject to economic adjustments in accordance with Section VI, Article 2. The estimated quantity is 80 drums for a period of three (3) years.

Estimated quantity for contract term – 19,140 gallons (348 – 55 gallon drums)

<table>
<thead>
<tr>
<th>CONTAINER TYPE</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>BID PRICE</th>
<th>TOTAL EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BULK DRUM</td>
<td>348</td>
<td>$_________</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID AMOUNT FOR GROUP NO. 6 NOT-TO-EXCEED $_________

NOTE: The quantities listed above are estimates only and METRO shall not be obligated to purchase the entire quantity.

(METRO MPN 9150-015-0042)

SUBMITTALS

1. The following shall be submitted with the bid:
   1.1 Product Data Sheet and MSDS.

2. Failure to submit any or all of the above shall render the bid as non-responsive.
SECTION III - DELIVERIES OR PERFORMANCE ARTICLES

1 CONTRACT PERIOD

A. The overall performance period for this Contract shall be for a period of three (3) years unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract. METRO anticipates awarding any resulting contracts for three (3) years upon the effective date of each Contract.

B. In the event additional time is required by METRO to initiate a new contract, The Contractor agrees to continue providing services to METRO on a month-to-month basis for a period not-to-exceed six (6) months at the same prices, terms and conditions of the original Contract.

2 ORDERING AND DELIVERY REQUIREMENTS - GROUP NO. 1 – ANTI-FREEZE/COOLANT

A. See Exhibit “A”, Appendix No. A2

3 ORDERING AND DELIVERY REQUIREMENTS - GROUP NO. 2 – AUTOMATIC TRANSMISSION FLUID

A. See Exhibit “B”

4 ORDERING AND DELIVERY REQUIREMENTS - GROUP NO. 3 – DIESEL EXHAUST FLUID

A. See Exhibit “C”

5 ORDERING AND DELIVERY REQUIREMENTS - GROUP NO. 4 – ENGINE OIL, SAE 15W-40 CK-4

A. See Exhibit “D”

6 ORDERING AND DELIVERY REQUIREMENTS - GROUP NO. 5 – GEAR OIL

A. See Exhibit “E”

7 ORDERING AND DELIVERY REQUIREMENTS - GROUP NO. 6 – NATURAL GAS MULTI-GRADE ENGINE OIL SAE 15W40 API CF-4 CES20085

A. See Exhibit “F”

8 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/whatsnew/elf_info_form1295.htm.
SECTION IV - INSPECTION AND ACCEPTANCE ARTICLES

1 INSPECTION

A. 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 which, 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.

B. The ANTI-FREEZE/COOLANT, SYNTHETIC ATF, TES 468, DIESEL EXHAUST FLUID, ENGINE OIL, SAE 15W-40 CK-4, GEAR OIL AND ENGINE OIL SAE 15W40 API CF-4 will be accepted by METRO's Project Manager.
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 the Bid/Contract Amount, Items and Prices of this Contract.

B. METRO’s total obligation for the satisfactory performance of this Contract shall not exceed $_________ and __/100 Dollars ($_________ 1/100), less any prompt payment discount earned or set forth in paragraph C, and in accordance with the payment provisions of this Contract.

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 final 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 ECONOMIC PRICE ADJUSTMENT - ENGINE OIL, SAE 15W-40 CK-4 – GROUP No. 4

A. The contract PRICE PER GALLON shall be subject to adjustment every calendar quarter, based on the change of the Average U.S. Gulf Cost Price of Base Stock Oil for Group II, 600, as published by ICIS-LOR Publication which is published every Tuesday.

B. At the Bid Opening the Average U.S. Gulf Cost Price of Base Stock Oil for Group II, 600, as published by ICIS-LOR Publication will be set at $_______, which will be derived from the Tuesday Publication before the bid opening is held.

C. The current Contract Unit Price Per Gallon, shall be adjusted lower or higher after the first quarter from the commencement of this contract and every calendar quarter thereafter, depending on the change of the Average U.S. Gulf Cost Price of Base Stock Oil for Group II, 600, as published by ICIS-LOR Publication, as specified in Article 2, Paragraph B of this Section. For this purpose the Contractor shall verify the published price on the last Tuesday of the month, before the new quarter and inform the Contracting Officer of any quarterly price changes. It is the Contractor’s responsibility to secure subscription to the ICIS-LOR publication.

3 ECONOMIC PRICE ADJUSTMENT – GEAR OIL– GROUP No. 5

A. The contract PRICE PER GALLON for Non Synthetic 85W 140 Differential Gear Oil, API GL-5 EP shall be subject to adjustment every calendar quarter, based on the change of the Gulf Coast Price of Base Stock Oil for Group I, Bright Stock, as published by ICIS-LOR Publication which is published every Tuesday.

B. At the Bid Opening the Gulf Coast Price of Base Stock Oil for Group I, Bright Stock, as published by ICIS-LOR Publication will be set at $_______, which will be derived from the Tuesday Publication before the bid opening is held.

C. The current Contract Unit Price Per Gallon, shall be adjusted lower or higher after the first quarter from the commencement of this contract and every calendar quarter thereafter, depending on the change of the Gulf Coast Price of Base Stock Oil for Group I, Bright Stock, as published by ICIS-LOR Publication, as specified in Article 2, Paragraph B of this Section. For this purpose the Contractor shall verify the published price on the last Tuesday of the month, before the new quarter and inform the Contracting Officer of any quarterly price changes. It is the Contractor’s responsibility to secure subscription to the ICIS-LOR publication.

4 ECONOMIC PRICE ADJUSTMENT – NATURAL GAS MULTI-GRADE ENGINE OIL SAE 15W40 API CF-4 CES20085– GROUP No. 6

A. The contract PRICE PER DRUM for Natural Gas Multi-Grade Engine Oil SAE 15w40 API CF-4 CES20085 shall be subject to adjustment every calendar quarter, based on the change of the Gulf Coast Price of Base Stock Oil for II, 600, as published by ICIS-LOR Publication which is published every Tuesday.

B. At the Bid Opening the Gulf Coast Price of Base Stock Oil for Group I, Bright Stock, as published by ICIS-LOR Publication will be set at $_______ which will be derived from the Tuesday Publication before the bid opening is held.

C. The current Contract Price Per Gallon, shall be adjusted lower or higher after the first quarter from the commencement of this contract and every calendar quarter thereafter, depending on the change of the Gulf Coast Price of Base Stock Oil for Group I, Bright Stock, as published by ICIS-LOR Publication, as specified in Article 2, Paragraph B of this Section. For this purpose the Contractor shall verify the published price on the last Tuesday of the month, before the new quarter and inform the Contracting Officer of any quarterly price changes. It is the Contractor’s responsibility to secure subscription to the ICIS-LOR publication.
5 INVOICING AND PAYMENT

A. The Contractor shall submit an original invoice for payment to the address shown below for the purchase and delivery of bus fluids, 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 CONTRACTOR'S INSURANCE

A. The Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

WORKERS' COMPENSATION INSURANCE providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other State or Federal law as may be applicable to the work being performed under this contract. EMPLOYER'S LIABILITY with limits of liability not less than:

- $1,000,000 Each Accident
- $1,000,000 Each Employee for Disease
- $1,000,000 Policy Limit for Disease

Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.

BUSINESS AUTOMOBILE LIABILITY utilizing Insurance Services Office Form CA 00 01 or its substantial equivalent including liability coverage for all autos owned, rented, hired or borrowed by the Contractor, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- $1,000,000 Any One Accident- Combined Single Limit

  • Policy shall be endorsed with the MCS-90.
  • Policy shall be endorsed to name METRO as Additional Insured as respects Contractor's operations in performance of this contract.
  • Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.
  • Such insurance shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to METRO.

The following provisions apply with respect to all insurance coverages required above:

The insurance coverages required in this section shall not limit the Contractor's liability or limit the indemnification provisions set forth herein.

If the Contractor maintains higher limit than the minimums shown above, METRO requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to METRO.

The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by METRO. All such insurance policies shall be provided by insurance companies having Best's ratings of A- or greater and VI or greater (A-/VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than A-/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.

B. Contractor agrees to waive all rights of subrogation or recovery against METRO arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any METRO premises or equipment in the performance of this agreement.

C. Proof of compliance with these insurance requirements shall be furnished to METRO in the form of an original certificate of insurance including the endorsements mentioned in section A. above, or copies of the applicable policy language effecting required coverage signed by an authorized representative or agent of the insurance company(ies), within fourteen (14) days of notice of award of contract and before any work under this contract will be allowed to commence. Certificates will be unacceptable unless they clearly show that all of the above stipulated requirements have been met. Renewal or replacement certificates shall be furnished METRO not less than seven (7) days prior to the expiration or termination date of the applicable
policy(ies). Otherwise, METRO may halt all work under this contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.

D. The Certificate Holder shall read as follows on the Certificate of Insurance:

Metropolitan Transit Authority of Harris County, TX (METRO)
1900 Main St
Houston, TX 77002

E. Contractor shall require any and all subcontractors performing work under this contract to obtain and maintain the insurance coverage specified in this section. Such insurance shall be endorsed to name METRO and its directors, officers and employees as Additional Insured as respects to subcontractor’s operations in performance of this contract. In addition, subcontractor and their respective insurers providing the required insurance coverage will waive all rights of subrogation or recovery against METRO providing such coverage shall be endorsed to recognize this required waiver of subrogation. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. In the event a subcontractor is unable to furnish insurance in the limits required under this contract, the Contractor shall endorse the subcontractor as an Additional Insured on its General Liability and Automobile Liability policies and provide METRO a certificate of insurance showing such coverage.

Such insurance will be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to METRO.

Any request to deviate from the stipulated insurance limits required of subcontractor must be approved by METRO and will be based solely on the scope of work to be performed by the subcontractor. Contractor shall obtain and make available for inspection by METRO upon request current certificates of insurance evidencing insurance coverages carried by subcontractor.

2. INDEMNIFICATION AGREEMENT

A. 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 NEGLIGENCE ACT OR OMISSION BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. CONTRACTOR AGREES TO PROVIDE ACKNOWLEDGEMENT OF INDEMNIFICATION WITHIN TEN DAYS FROM RECEIPT OF DEMAND FOR INDEMNIFICATION FROM METRO.

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 NEGLIGENCE ACT OR WILLFUL BEHAVIOR BY METRO.
SECTION VII - SPECIAL TERMS AND CONDITIONS ARTICLES

1  NEW MATERIAL

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

2  REQUIREMENTS

This is a Requirements Contract for the items specified in Exhibits "A" – "F" on an "as needed" basis. The quantities as specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided herein, in the event METRO's requirements for items set forth in Section III, Article 2, Paragraph 2-7, "Schedule of Item(s) and Price(s) do not result in orders in the amounts or quantities described as "Estimated one (1) Year Quantity", such event shall not constitute the basis for an equitable price adjustment under this Contract.

3  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.

4  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 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.
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, excluding 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, religion, sex, age or national origin. 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, religion, sex, age or national origin. 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 nondiscrimination 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 VETERANS

The definitions set forth in 41 CFR 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.

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 nondiscrimination 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
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.

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.

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.

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.

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.

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.

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.

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.

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.

The Contractor agrees it will familiarize itself with this Code of Ethics and that it will not offer, confer or agree to confer an 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.

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.

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,

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 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.
EXHIBIT “A” – GROUP NO. 1 – SPECIFICATIONS - ANTI-FREEZE/COOLANT

SPECIFICATIONS

FOR

SUPPLY AND DELIVER BULK ANTI-FREEZE/COOLANT

1.0 GENERAL

1.1 This specification covers the requirements for the Contractor to supply and deliver ready-to-use fully formulated antifreeze/coolant (FFAC) on an “as needed basis”, to the Metropolitan Transit Authority of Harris County, Texas (METRO).

1.2 The FFAC, defined as a solution of Inhibited Ethylene Glycol (IEG) antifreeze, and de-ionized water will be used year-round as a heat exchange cooling system fluid to comply with the engine Original Equipment Manufacturer (OEM) warranty requirements including boiling point minimums, freeze point maximums, and corrosion protection characteristics. The coolant shall be used to exchange heat in METRO's light, medium and heavy duty diesel and gasoline and CNG engines.

2.0 DEFINITIONS

2.1 The following are the definition of terms used in this specification:

- Antifreeze is a fluid consisting of 95% (min.) American Society of Testing and Materials (ASTM) E-1177 compliant ethylene glycol and an inhibitor package that meets The Maintenance Council (TMC) Recommended Practice RP-329 Type A. In accordance with RP-329 Type A, the concentrated antifreeze/coolant shall contain at least 2400 ppm nitrite (as NO₂), and the prediluted antifreeze/coolant shall contain at least 1200 ppm nitrite (as NO₂).

- Coolant is the solution of antifreeze and water as it is used in an engine’s cooling system.

3.0 MATERIALS/RESOURCES

3.1 The Contractor shall furnish all the necessary labor, safety devices, tools, equipment, delivery vehicle(s), and any other items needed to deliver the engine coolant in bulk as required.

3.2 The Contractor shall comply with all local, city, county, state and federal regulations that apply in the transporting and dispersing of antifreeze and/or engine coolant.

4.0 APPLICABLE DOCUMENTS

4.1 The following documents of the issue in effect on the date of the invitation for bids, forms a part of this specification to the extent specified herein:

- ASTM D-6210: “Standard Specification For Fully Formulated Ethylene Glycol Base Engine Coolant For Heavy Duty Engines”

- TMC Recommended Practice RP-329 Type A: "Fleet Purchasing Specification for Nitrite Containing Ethylene Glycol Base Coolant"

4.2 The Contractor shall ensure that all test results are reported for historical data, documenting that the coolant meets ASTM D-6210/TMC RP-329 Type A specifications.

4.3 The Contractor shall supply a Certificate of Analysis of any coolant delivered to METRO upon request.

5.0 REQUIREMENTS

5.1 The Contractor shall ensure the engine coolant meets the following minimum salient characteristics:

5.1.1 The color of the engine coolant shall be fluorescent fuchsia or pink, and consist of 50% TMC RP-329 compliant antifreeze, and 50% de-ionized water.

5.1.2 The engine coolant shall be compatible with the OEM approved factory-fill coolants, and Supplemental Coolant Additives (SCA).
5.1.3 The engine coolant shall not contain traces of oil, anti leak compounds, polystyrene propylene, chromate, phosphate or molybdate.

5.1.4 The antifreeze used to blend the engine coolant shall be certified to have been formulated with 95% minimum ASTM E-1177 ethylene glycol.

5.1.5 All water used in the formulation of the engine coolant shall contain no more than the following concentrations of contaminants:

- Chlorides: 5 ppm
- Sulfates: 8 ppm
- Total Dissolved Solids: 100 ppm
- Total Hardness: 40 ppm

6.0 TESTING

6.1 METRO will specify the type of testing equipment that will be used to check the freeze point and other chemical properties of the engine coolant.

6.2 Sample Testing: Prior to contract award, the apparent lowest, responsive and responsible bidder shall submit a two-quart sample of the antifreeze/coolant being bid within two (2) days of receiving a written request from METRO either through the mail or fax. Failure to comply with this request by the deadline mentioned above will deem your bid non-responsive. An independent laboratory, as selected by METRO, will test the submitted sample(s) for compliance with the METRO antifreeze/coolant specification. Sample testing costs will be covered by METRO providing the results of each conducted test (per sample) indicate product compliance with the METRO specification. However, in the event one or more of the conducted laboratory tests indicate that the antifreeze/coolant sample is not compliant with the METRO antifreeze/coolant specification, the bidder shall reimburse METRO all sample testing expenses. Bidder’s whose antifreeze/coolant samples are laboratory tested and found to be non-compliant with the METRO lubricant specification will be deemed non-responsive.

6.3 Product Testing: At any time during the Contract period, METRO may elect to test supplied antifreeze/coolant for compliance with the METRO antifreeze/coolant specification as listed in Appendix A. All compliance test procedures shall be performed by an independent laboratory of METRO’s choice. METRO will pay all testing costs providing the tested antifreeze/coolant sample is found to be in total compliance with the specification. However, in the event a supplied antifreeze/coolant does not pass one or more of the compliance tests, METRO may cancel the order and the Contractor will, upon notice of product non-compliance as issued by METRO:

a. Reimburse to METRO all costs associated with the sample testing procedure.
b. Cover all costs associated with subsequent compliance testing of the supplied antifreeze/coolant.
c. Immediately remove, at the Contractor’s expense, all non-compliant antifreeze/coolant from METRO facilities.
d. Reimburse METRO all for all losses, if any, associated with METRO’s use of the non-compliant antifreeze/coolant.
e. Immediately produce, in quantities sufficient for METRO use, an antifreeze/coolant compliant with the associated METRO antifreeze/coolant specification as listed herein.

7.0 ACCEPTANCE

7.1 The Anti-Freeze/Coolant shall be reviewed and approved by METRO’s Project Manager.
APPENDIX No. “A1” SCHEDULE OF COOLANT QUALIFYING TESTS

Physical Analysis - An analysis of the engine coolant shall be performed using standard ASTM methods to determine that the chemistry is consistent with the requirements of ASTM D-6210/TMC RP-329:

<table>
<thead>
<tr>
<th>Test</th>
<th>Minimum</th>
<th>Maximum</th>
<th>ASTM Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>9.5</td>
<td>10.5</td>
<td>D-1287</td>
</tr>
<tr>
<td>RA</td>
<td>2.9</td>
<td>4.0</td>
<td>D-1121</td>
</tr>
<tr>
<td>Freeze Point</td>
<td>-39 C</td>
<td>-37 C</td>
<td>D-1177</td>
</tr>
<tr>
<td>Chloride</td>
<td>0</td>
<td>25</td>
<td>D-3634</td>
</tr>
<tr>
<td>Sulfate</td>
<td>0</td>
<td>100</td>
<td>Report Method</td>
</tr>
<tr>
<td>Lead</td>
<td>0</td>
<td>0</td>
<td>Report Method</td>
</tr>
<tr>
<td>Copper</td>
<td>0</td>
<td>0</td>
<td>Report Method</td>
</tr>
<tr>
<td>Iron</td>
<td>0</td>
<td>0</td>
<td>Report Method</td>
</tr>
<tr>
<td>Nitrite</td>
<td>1200</td>
<td>2000</td>
<td>Report Method</td>
</tr>
<tr>
<td>Nitrate</td>
<td>500</td>
<td>1200</td>
<td>Report Method</td>
</tr>
<tr>
<td>Silicon</td>
<td>90</td>
<td>125</td>
<td>Report Method</td>
</tr>
<tr>
<td>Molybdate</td>
<td>0</td>
<td>0</td>
<td>Report Method</td>
</tr>
<tr>
<td>Phosphate</td>
<td>0</td>
<td>0</td>
<td>Report Method</td>
</tr>
<tr>
<td>Color</td>
<td>See paragraph 5.1.1 of Exhibit “A”</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Heat Rejection and Glassware Testing - A bench test analysis of the engine coolant shall be performed using standard ASTM methods to determine if the engine coolant meet's ASTM D-4656 performance standards in ASTM D-4340 and ASTM D-1384:

<table>
<thead>
<tr>
<th>Test</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM D - 4340</td>
<td>0.0</td>
<td>1.0</td>
</tr>
<tr>
<td>ASTM D - 1384</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copper</td>
<td>0.0</td>
<td>10</td>
</tr>
<tr>
<td>Solder</td>
<td>0.0</td>
<td>30</td>
</tr>
<tr>
<td>Brass</td>
<td>0.0</td>
<td>10</td>
</tr>
<tr>
<td>Steel</td>
<td>0.0</td>
<td>10</td>
</tr>
<tr>
<td>Cast iron</td>
<td>0.0</td>
<td>10</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.0</td>
<td>30</td>
</tr>
</tbody>
</table>

Simulated Service and Water Pump Cavitation Tests - A bench test of the engine coolant shall be performed using standard ASTM methods to determine if the engine coolant meet's ASTM D-4656 performance standards in ASTM D-2809 and ASTM D-2570:

<table>
<thead>
<tr>
<th>Test</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM D - 2809</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>ASTM D - 2570</td>
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<td></td>
</tr>
<tr>
<td>Copper</td>
<td>0.0</td>
<td>20</td>
</tr>
<tr>
<td>Solder</td>
<td>0.0</td>
<td>60</td>
</tr>
<tr>
<td>Brass</td>
<td>0.0</td>
<td>20</td>
</tr>
<tr>
<td>Steel</td>
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<td>20</td>
</tr>
<tr>
<td>Cast iron</td>
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<td>20</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.0</td>
<td>60</td>
</tr>
</tbody>
</table>
APPENDIX No. “A2” ORDERING AND DELIVERY PROCEDURES

1. ORDERING OF ENGINE ANTIFREEZE/COOLANT

A. METRO shall issue release orders to purchase item(s) covered by this contract. 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. The Contractor agrees that it shall at its expense, exert every reasonable effort necessary to meet the required delivery schedule.

B. Release orders issued before Contract expiration requiring delivery after that time 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.

C. It shall be the responsibility of the Contractor to insure that release orders are delivered with no over shipments. Any over shipped material will be kept by METRO and charges for these over shipments will be deducted from the Contractor's invoice.

D. 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.

E. If METRO requires the item(s) to be shipped by air freight, METRO shall pay any extra cost associated therewith.

F. Bulk Engine Antifreeze/Coolant deliveries shall be made only to the METRO facilities and at the hours of operations designated in Appendix "A2", Section 2 below.

G. Deliveries will be made only to the designated METRO facilities identified below. METRO will permit the unloading of trucks without undue delay.

2. DELIVERY PROCEDURE:

A. Deliveries shall be made only to the METRO facilities designated herein and with trucks that are in compliance with all laws and regulations.

o Kashmere (BOF)
   Facility (BOF)
   5700 Eastex Freeway
   Houston, TX 77026

o Polk (BOF)
   5700 Polk
   Houston, TX 77023

o West (BOF)
   11555 Westpark
   Houston, TX 77084

o Hiram Clarke (BOF)
   4175 Uptown Dr.
   Houston, TX 77045

o Field Service Center
   1215 Labco
   Houston, TX 77029

o Fallbrook (BOF)
   111 Fallbrook
   Houston, TX 77038

B. Trailers shall be commercial bulk carrier type only and be able to deliver a minimum load of 1,000 gallons up to a maximum of 7,600 gallons per load. Loading anti-freeze/coolant to METRO's tanks from drums will not be acceptable.

C. METRO reserves the right to add or delete locations where Engine Antifreeze/Cooolant may be delivered.

D. METRO will accept deliveries at all facilities between 8:00 A.M. and 4:00 P.M., Monday through Friday, except at Field Service Center which will accept between 9:00 A.M. and 2:30 P.M., Monday through Friday.

E. During emergencies, METRO reserves the right to request and accept deliveries at any hour.

F. All tanks of the delivery trucks shall be sealed with devices that are tamper free and identified on the bill of lading.

G. The Contractor shall be provided with a list of METRO's store room phone numbers for each facility, and the phone numbers for each security guard office. Whenever possible the driver will phone the security office, and stores office (with an estimated time-of-arrival), at least fifteen (15) minutes prior to the time the truck will arrive at the gate of the receiving facility.

H. Engine Antifreeze/Coolant delivery trucks shall stop at METRO's facility security post. METRO's security guard will telephone METRO's Storeroom and notify them that the delivery truck has arrived. METRO's Storeroom Representative will go to the truck at the unloading location and open the METRO tank to be filled.
I. All unloading, testing, sampling and draining of the Engine Antifreeze/Coolant from the delivery truck will be done with the trailer hoses connected from the trailer, to the ground-fill connection. The driver shall make the connections.

J. METRO's representative and the driver shall take readings from the METRO storage tank, before the Engine Antifreeze/Coolant is unloaded.

K. If the stick reading is legible, the driver shall unload the Engine Antifreeze/Coolant. Ten (10) minutes after unloading, METRO Storeroom Representative shall stick in the tank to confirm the delivery.

L. The driver will then be asked to sign METRO's Fluid Delivery Form.

3. COLLECTION OF SAMPLES

A. METRO Storeroom Representative shall give the driver a sample collection bottle. The driver shall collect sample of the Engine Antifreeze/Coolant from the bottom of the truck, before unloading for analysis to determine compliance to METRO's Specification as shown on Exhibit “A”.

B. If the sample shows any presence of contaminants, or if it appears that the Engine Antifreeze/Coolant has different color than what METRO specified, Storeroom Representative shall not allow the driver to unload the Engine Antifreeze/Coolant, and immediately inform the Project Manager and Contracting Officer.

C. If the laboratory analysis come back with negative or abnormal results, the Contractor shall immediately pump out the contaminated Engine Antifreeze/Coolant, clean the tanks, and replace the all the Engine Antifreeze/Coolant.

4. DELIVERY VEHICLE:

A. The Contractor's vehicle(s), safety devices and equipment shall be in compliance with all local, city, county, state and federal regulations regarding the transporting and dispensing of Engine Antifreeze/Coolant.

B. Delivery Vehicle(s) should be properly equipped to deliver to an above ground storage tank.

C. Trailers shall be able to deliver a minimum load of 1,000 gallons up to a maximum load of 7,600 gallons.

5. SUBMITTALS:

A. Contractor shall submit to the Storeroom Representative the following for each load and delivery of Engine Antifreeze/Coolant:

   a) Bill of Lading which shall include the following:
      i. Date
      ii. Name of the Rack the Engine Antifreeze/Coolant came from
      iii. Arrival time at Engine Antifreeze/Coolant fill-rack location.
      iv. Time start loading.
      v. Time finish loading.
      vi. Gross and net product weight loaded

   b) Delivery Ticket:
      i. Date
      ii. Tractor/trailer identification number(s)
      iii. Name of METRO facility to receive Engine Antifreeze/Coolant
      iv. METRO Contract Number
      v. METRO Release Order Number
      vi. Time arrived at METRO facility gate and notified METRO's representative
      vii. Number of Gallons Delivered
      viii. Time truck left METRO's property
      ix. Initials of the driver and METRO representative verifying:
         • Color of antifreeze/coolant was correct.
         • Visual appearance indicated no presence of rust/oxides, debris, lube oil or additive fall-out/separation.
         • Samples were taken for laboratory analysis.
APPENDIX No. “A3” PRICE CALCULATION FORMULA

FORMULA TO BE USED TO CALCULATE THE
INDEX PRICE FOR ENGINE ANTIFREEZE/COOLANT
SEMI-ANNUAL PRICE ADJUSTMENT
BASED ON PETROCHEMICAL INDUSTRY STANDARD PRICE OF
ETHYLENE GLYCOL PER POUND AS
PUBLISHED MONTHLY BY CHEMICAL DATA, INC.

* EXAMPLE CALCULATION

Ethylene Glycol Petrochemical Industry
Standard Pricing Per Pound as of March 2020: .49

Number of Pounds Per Gallon (X) 9.382

Price Per Gallon (=) 4.5972

Multiplied by 50% (50/50 Dilution) (X) .50

Index Price for the period
January 1, 2020 through March 31, 2020: (=) 2.2986

* Note: Example Only – numbers used in the formula are subject to change. According to terms in the Bid/Contract Amount Items and Prices.
EXHIBIT “B” GROUP NO. 2 – SPECIFICATIONS - AUTOMATIC TRANSMISSION FLUID

SPECIFICATIONS
FOR
SUPPLY AND DELIVER SYNTHETIC AUTOMATIC TRANSMISSION FLUID

1.0 SCOPE
1.1 This specification covers the requirements for a Contractor to supply and deliver synthetic automatic transmission fluid (ATF) TES 468, in fifty-five (55) gallon barrel quantities or bulk to the Metropolitan Transit Authority of Harris County, Texas (METRO).

2.0 MATERIALS
2.1 The Contractor shall provide all the necessary labor, vehicles, tools, supplies, personal protective equipment, and any other items needed to deliver the Synthetic ATF.

3.0 ORDERING OF SYNTHETIC ATF
3.1 The Synthetic ATF, TES 468, to be furnished under this Contract shall be ordered in bulk quantities via facsimile, seven (7) days before the intended delivery, by the Project Manager or designee who shall be identified to the Contractor in writing upon execution of the Contract. All orders shall be considered “placed” on the date the facsimile was placed. Orders will be confirmed by a written METRO release order.

3.2 Deliveries will be made only to the designated METRO facilities identified below. METRO will permit the unloading of trucks without undue delay.

3.3 The Contractor shall notify METRO immediately, if at any time, it appears a delivery schedule set forth may not be met. Nothing herein shall be interpreted as giving remedies otherwise available to METRO.

3.4 Orders placed on the last day of the Contract period of performance 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 delivery to the same extent as if the delivery were completed during the Contract term; provided, that the Contractor shall not be required to make any deliveries under this Contract more than thirty (30) calendar days after Contract expiration.

4.0 DELIVERY OF SYNTHETIC ATF
4.1 Delivery of the Synthetic ATF included in any order shall be made in bulk form on a net gallon and shall be in accordance with the schedule provided by METRO at time of order and shall be delivered within seven (7) calendar days after receipt of order by the Contractor.

4.2 All deliveries of new oil shall be made to the location(s) designated in the order. Contractor shall schedule deliveries to METRO facilities on the date indicated on the order schedule, Monday through Friday, between 8:00 AM and 4:00 PM.

4.3 Deliveries shall be made only to the METRO facilities designated herein and with trucks that are in compliance with all laws and regulations.

- Kashmere (BOF)
  Facility (BOF)
  5700 Eastex Freeway
  Houston, TX 77026
  Storeroom Ph. No.: 713-615-7337

- Polk (BOF)
  5700 Polk
  Houston, TX 77023
  Storeroom Ph. No.: 713-615-6730

- West (BOF)
  11555 Westpark
  Houston, TX 77084
  Storeroom Ph. No.: 713-615-7515

- Hiram Clarke (BOF)
  4175 Uptown Drive
  Houston, TX 77045
  Storeroom Ph. No.: 713-615-6530

- Fallbrook (BOF)
  111 Fallbrook
  Houston, TX 77038
  Storeroom Ph. No.: 713-615-6682
4.4 METRO reserves the right to add or delete locations where Synthetic ATF may be delivered.

4.5 During emergencies, METRO reserves the right to request and accept deliveries at any hour.

4.6 Contractor shall allow METRO's Project Manager to inspect the delivery vehicle while it is on METRO's property, to determine compliance with this specification or any applicable law.

4.7 The Contractor shall be provided with a list of METRO's store room phone numbers for each facility, and the phone numbers for each security guard office. Whenever possible the driver will phone the security office, and stores office (with an estimated time-of-arrival), at least fifteen (15) minutes prior to the time the truck will arrive at the gate of the receiving facility.

4.8 Synthetic ATF delivery trucks shall stop at METRO's access gate and call the facility storeroom at the number listed in Section III, Paragraph 3, entitled Delivery, in order to be allowed access for delivery. In the event that METRO has an active security guard present in the security booth, the driver shall stop at the security booth and call the storeroom from that location.

4.9 All unloading, testing, sampling and draining of the Synthetic ATF from the delivery truck will be done with the trailer hoses connected from the trailer, to the ground-fill connection. The driver shall make the connections.

4.10 METRO's representative and the driver shall take readings from the METRO storage tank, before the Synthetic ATF Oil is unloaded. The stick shall be coated with standard Engine Oil water detection paste. If the reading indicates presence of water in tank, the truck will not unload the Synthetic ATF into the affected tank. This occurrence shall be reported immediately to METRO's Stores Foreman, Fluids Analyst and Contracting Officer.

4.11 If the stick reading is clear, the driver shall unload the Synthetic ATF. Ten (10) minutes after unloading, METRO Storeroom Representative shall stick in the tank to confirm the delivery.

4.12 The driver will then be asked to sign METRO's Fluid Delivery Form.

4.13 Contractor shall invoice METRO in accordance with the total net gallon indicated or drum quantity in the Bill of Lading. If the load had been split to the different facilities, the total invoiced gallons should not exceed the total net gallons indicated in the Bill of Lading.

4.14 Regarding bulk deliveries. Trailers shall be commercial bulk carrier type only and be able to deliver a minimum load of 1,000 gallons up to a maximum of 7,800 gallons per load. **Loading synthetic transmission fluid to METRO's tanks from drums will not be acceptable.**

5.0 COLLECTION OF SAMPLES

5.1 METRO Storeroom Representative shall give the driver a sample collection bottle. The driver shall collect sample of the Synthetic ATF from the bottom of the truck, before unloading for analysis to determine compliance to METRO's Specification as shown on Exhibit "B".

5.2 If the sample clearly shows any presence of water or any contaminants, METRO Storeroom Representative shall not allow the driver to unload the Synthetic ATF, and immediately inform the Project Manager and Contracting Officer.

5.3 If the laboratory analysis comes back with negative or abnormal results, the Contractor shall immediately pump out the contaminated fuel, clean the tanks, and replace all the Synthetic ATF in the tanks.

6.0 DELIVERY VEHICLE

6.1 All tanks of the delivery trucks shall be sealed with devices that are tamper free and identified on the bill of lading.

6.2 The Contractor's vehicle(s), safety devices and equipment shall be in compliance with all local, city, county, state and federal regulations regarding the transporting and dispensing of lubricants.

6.3 The Contractor shall transport synthetic ATF in vehicles appropriately licensed and permitted in accordance with federal, state and local statutes. The vehicles shall also be appropriately labeled or placarded in accordance with U.S. Department of Transportation (DOT) regulations.

6.4 The vehicles shall also be properly certified by the State of Texas as evidenced by Vehicle Tank Measurement Certificates (Form 70). METRO reserves the right to request copies of such certificates. If requested, the Contractor shall provide such copies within three (3) calendar days after such notification.

6.5 Trailers shall be able to deliver a minimum load of 1,000 gallons up to a maximum of 7,800 gallons per load.
7.0 **SUBMITTALS**

7.1 Contractor shall submit to the Storeroom Representative the following for each load and delivery of Bulk Synthetic ATF:

7.1.1 Bill of Lading which shall include the following:

- Date
- Name of the Rack the Synthetic ATF came from
- Arrival time at Synthetic ATF fill/rack location.
- Time start loading.
- Time finish loading.
- Gross and net gallons loaded
- Temperature of product loaded

7.1.2 Delivery Ticket:

- Date
- Tractor/trailer identification number(s)
- Name of METRO facility to receive lubricant
- METRO Contract Number
- METRO Release Order Number
- Time arrived at METRO facility gate and notified METRO’s representative
- Time truck left METRO’s property
- Initials of the driver and METRO representative verifying that water tests were properly performed, and samples were taken for laboratory analysis.
- Signature of the driver verifying the Synthetic ATF delivered contains the proper dosage of correct additives.

7.1.3 Certification that trailer was clean when it was loaded or written confirmation that the trailer is used for the sole purpose of transporting Synthetic ATF only.

8.0 **CERTIFICATIONS**

8.1 The Synthetic ATF shall have and meet the following:

- The Allison TES 295° approval number
- The Allison Approved logo

Typical Characteristics for TES 295°:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
<th>Typical Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity at 40°C, cSt</td>
<td>ASTM D-445</td>
<td>37.7</td>
</tr>
<tr>
<td>Viscosity at 100°C, cSt</td>
<td>ASTM D-445</td>
<td>7.35</td>
</tr>
<tr>
<td>Viscosity Index</td>
<td>ASTM D-2270</td>
<td>165</td>
</tr>
<tr>
<td>Color, Typical</td>
<td>ASTM D-1500</td>
<td>7.0</td>
</tr>
<tr>
<td>Appearance</td>
<td>Red</td>
<td></td>
</tr>
<tr>
<td>Brookfield Viscosity at -40°C, cP</td>
<td>ASTM D-2983</td>
<td>8,150</td>
</tr>
<tr>
<td>Pour Point, °C (°F)</td>
<td>ASTM D-97</td>
<td>-60 (-76)</td>
</tr>
<tr>
<td>Flash Point, °C (°F)</td>
<td>ASTM D-92</td>
<td>235 (455)</td>
</tr>
<tr>
<td>Specific Gravity, 60°F</td>
<td>ASTM D-1298</td>
<td>0.845</td>
</tr>
<tr>
<td>Pounds per Gallon</td>
<td>ASTM D-287</td>
<td>7.03</td>
</tr>
<tr>
<td>KRL Shear 20Hrs, % Viscosity Loss</td>
<td>CEC-L45 A</td>
<td>3.8</td>
</tr>
<tr>
<td>Rust Protection</td>
<td>ASTM D-1748</td>
<td>No Rust</td>
</tr>
</tbody>
</table>

8.2 In addition to the above TES 295 approval, TES 468 is also required to specifically support METRO’s Allison H40EP and H50EP Hybrid Electric Products.

Current ATF fluids with a TES 468 Approval as of 6/25/2013 are provided below:
9.0 SAFETY REQUIREMENTS

9.1 The Contractor shall submit to METRO's Contract Administrator a list of personnel who are qualified to provide hazard communication information as required in accordance with Article 5182B, Section 3, - Hazard Communication Act (henceforth called the Act).

9.2 Chemical constituents shall not exceed the requirements of the Occupational Safety and Health Administration's Permissible Exposure Limits (PEL's) for chemical and physical agents.

9.3 To ensure METRO's compliance with the Act, the Contractor shall provide METRO with sufficient information to:

9.3.1 Interpret product labels

9.3.2 Interpret Material Safety Data Sheets

9.3.3 Recognize acute and chronic effects of overexposure

9.3.4 Safely handle product to include emergency procedures

9.3.5 Develop correct use of personal protective equipment

9.3.6 Develop first aid procedures with respect to chemicals used

9.3.7 Develop clean up and disposal procedures

9.4 In the event of a significant change in a product's constituents which could increase the hazards of the product, the Contractor shall provide updates on the changes.

9.5 The Contractor shall provide Material Safety Data Sheets (MSDS), and product labels which are durable and approved by METRO's Risk Management Division - Safety Section as required for; bulk storage containers and storage area labeling.
9.5.1 The requirements specified in paragraph 4.2 shall be provided to METRO's Risk Management Division - Safety Section, via METRO's Contract Administrator.

10.0 ACCEPTANCE

10.1 The Synthetic ATF will be reviewed and approved by METRO's Project Manager.
EXHIBIT “C” GROUP NO. 3 – SPECIFICATIONS - DIESEL EXHAUST FLUID

SPECIFICATIONS

FOR

SUPPLY AND DELIVER DIESEL EXHAUST FLUID

1.0 GENERAL

1.1 The Contractor shall supply and deliver F.O.B destination up to 315,000 gallons of diesel exhaust fluid (DEF) over a 3-year period as required by METRO. The Contractor shall fill METRO empty 330 gallon totes and 500 gallon stationary tanks that are collocated at the bus operating facilities listed below. The 500 gallon tanks are equipped with a quick-disconnect for filling and the 330 gallon totes are filled via freefall.

1.2 The Contractor shall be responsible for cleaning up all spills caused by the Contractor's employees.

1.3 The Contractor shall be responsible for all damages to METRO facilities caused by the Contractor's employees.

1.4 Deliveries shall be completed with 24 hours of and order being placed.

2.0 PRODUCT

2.1 The DEF shall meet/exceed the CUMMINS, ISO 2224-1 and ASU32 specification. The DEF shall meet the following properties:

<table>
<thead>
<tr>
<th>Properties</th>
<th>Typical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urea (wt %)</td>
<td>31.8-33.2 %by weight</td>
</tr>
<tr>
<td>Alkalinity as NH3</td>
<td>max 0.2 %by weight</td>
</tr>
<tr>
<td>Biuret</td>
<td>max 0.3 %</td>
</tr>
<tr>
<td>Insoluble</td>
<td>max 20 ppm (parts per million)</td>
</tr>
<tr>
<td>Aldehydes</td>
<td>max 5 ppm</td>
</tr>
<tr>
<td>Phosphate (PO4)</td>
<td>max 0.5 ppm</td>
</tr>
<tr>
<td>Aluminum</td>
<td>max 0.5 ppm</td>
</tr>
<tr>
<td>Calcium</td>
<td>max 0.5 ppm</td>
</tr>
<tr>
<td>Copper</td>
<td>max 0.2 ppm</td>
</tr>
<tr>
<td>Iron</td>
<td>max 0.5 ppm</td>
</tr>
<tr>
<td>Zinc</td>
<td>max 0.2 ppm</td>
</tr>
<tr>
<td>Chromium</td>
<td>max 0.2 ppm</td>
</tr>
<tr>
<td>Nickel</td>
<td>max 0.2 ppm</td>
</tr>
<tr>
<td>Magnesium</td>
<td>max 0.5 ppm</td>
</tr>
<tr>
<td>Sodium</td>
<td>max 0.5 ppm</td>
</tr>
<tr>
<td>Potassium</td>
<td>Max 0.5 ppm</td>
</tr>
<tr>
<td>Density at 68°F(20˚C)</td>
<td>9.07-9.12 lbs./gal</td>
</tr>
</tbody>
</table>

3.0 ORDERING AND DELIVERY REQUIREMENTS

3.1 The METRO personnel authorized to place release orders against this Contract will be identified in writing after the award. The Contractor shall complete, for each release order, a sales slip or invoice ticket containing at least, but not limited to the following information:

- Name of Contractor
- Date of Purchase
- Itemized list of parts and/or supplies ordered
- Quantity
- Catalog Unit Price
- Discounted Unit Price
- Extended Price
- Date of Delivery
- Name and ID Number of METRO Staff placing the order
- Name and ID Number of METRO Staff receiving the order

3.2 After the Contractor has had the appropriate METRO Staff receiving the item(s) sign their name and employee number on the sales slip(s) or invoice ticket(s), a copy of the sales slip(s) or invoice ticket(s) will be given to the employee.
3.3 Routine delivery of the item(s) shall be made within twenty-four (24) hours from the time that a verbal release is placed, unless otherwise agreed to by the Contract Administrator and the Contractor. The Contractor agrees that it shall at its expense; exert every reasonable effort necessary to meet the required delivery schedule.

3.4 Release orders issued before Contract expiration requiring delivery after that time 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 thirty (30) calendar days after Contract expiration.

3.5 It shall be the responsibility of the Contractor to insure that release orders are delivered with no over shipments. Any over shipped material will be kept by METRO and charges for these over shipments will be deducted from the Contractor’s invoice.

3.6 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.

3.7 If METRO requires the item(s) to be shipped by air freight, METRO shall pay any extra cost associated therewith.

3.8 The Contractor shall deliver bulk Diesel Exhaust Fluid (DEF) to the facilities listed below. All deliveries shall be made F.O.B. destination with no minimum order requirement.

1. Kashmere Bus Operating Facility (BOF)
   5700 Eastex Freeway
   Houston, TX 77026

2. West BOF
   11555 Westpark Dr.
   Houston, TX 77084

3. Polk BOF
   5700 Polk
   Houston, TX 77023

4. Fallbrook BOF
   111 Fallbrook Drive
   Houston, TX 77038

5. Hiram Clarke BOF
   4175 Uptown Drive
   Houston, TX 77045

6. Northwest BOF
   5555 Deauville Plaza Drive
   Houston, Texas 77092

METRO may add an additional facility by notifying the Contractor in writing.

3.9 Unless otherwise indicated in this Contract all goods supplied to METRO property shall be between the hours of 7:00 a.m. and 3:30 p.m. prevailing local time, Monday through Friday except for holidays observed by METRO.

4.0 ACCEPTANCE

4.1 The Diesel Exhaust Fluid sh
EXHIBIT “D” GROUP NO. 4 - SPECIFICATIONS - MULTI-GRADE ENGINE OIL SAE 15W40 CK-4

SPECIFICATIONS

FOR

SUPPLY AND DELIVER MULTI-GRADE ENGINE OIL SAE 15W40 CK-4

1.0 SCOPE

1.1 This specification covers the minimum requirements for the Contractor to supply and deliver multi-grade engine oil, to be used in diesel engines for the Metropolitan Transit Authority of Harris County, Texas (METRO).

1.2 The multi-grade engine oil shall provide excellent soot dispersal and provide control of generated soot without excessive viscosity increase and wear. The oil supplied shall be API licensed to service category CK-4 and exhibit flow properties of an SAE 15W-40 grade oil. The oil shall maintain its viscosity stability where extreme high operating temperatures are encountered. By design, the oil shall contain special anti-rust, corrosion and oxidation inhibitors to fight acids and water generated in the combustion process. The oil shall meet Detroit Diesel Corporation (DDC) specification for city transit coaches and be approved by DDC. The oil supplied shall meet Cummins Engineering Standard (CES) 20086, with minimum TNB of 10.

1.3 The CK-4 engine oil must be compatible with CJ-4 engine oil.

2.0 REQUIREMENTS

2.1 The multi-grade engine oil must meet the following chemical and physical properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Gravity, 15 C</td>
<td>0.879</td>
</tr>
<tr>
<td>Viscosity @ 40 C, cSt</td>
<td>118</td>
</tr>
<tr>
<td>Viscosity @ 100 C, cSt</td>
<td>15.2</td>
</tr>
<tr>
<td>Viscosity Index</td>
<td>134</td>
</tr>
<tr>
<td>CCS Viscosity @ -20 C, cP</td>
<td>6500</td>
</tr>
<tr>
<td>Borderline Pumping Viscosity @ -25 C, cP</td>
<td>20,000</td>
</tr>
<tr>
<td>High Temp. High Shear Viscosity @ 150 C, cP</td>
<td>4.2</td>
</tr>
<tr>
<td>Noack Volatility, % loss</td>
<td>12.0</td>
</tr>
<tr>
<td>Pour Point, deg. C</td>
<td>-30</td>
</tr>
<tr>
<td>Sulfated Ash, %</td>
<td>&lt;1.0</td>
</tr>
<tr>
<td>Total Base Number (D-2896)</td>
<td>10</td>
</tr>
<tr>
<td>Foam / Aeration Test</td>
<td>Pass</td>
</tr>
</tbody>
</table>

3.0 BASESTOCK

3.1 The Contractor shall ensure the multi-grade lubricating engine oil is blended from 100% mineral base stocks.

4.0 RE-REFINED OILS

4.1 Re-refined lubricating oils are not acceptable.

5.0 ENGINE AND FUEL TYPE

METRO currently utilizes the following types of diesel engines:

**Engine Manufacturer**
- Cummins ISB EPA 2007-2010
- Cummins ISX EPA 2014-2018
- Cummins X12 EPA 2019
- Cummins ISC
- Cummins ISL EPA 2007-2019
- CAT 3176B
6.0 ORDERING OF ENGINE OIL

6.1 The Multi-Grade Engine Oil, SAE15W-40, CK-4 to be furnished under this Contract shall be ordered via facsimile, seven (7) days before the intended delivery, by the Project Manager or designee who shall be identified to the Contractor in writing upon execution of the Contract. All orders shall be considered "placed" on the date the facsimile was placed. Orders will be confirmed by a written METRO release order.

6.2 Deliveries will be made only to the designated METRO facilities identified below. METRO will permit the unloading of trucks without undue delay.

6.3 The Contractor shall notify METRO immediately, if at any time, it appears a delivery schedule set forth may not be met. Nothing herein shall be interpreted as giving remedies otherwise available to METRO.

6.4 Orders placed on the last day of the Contract period of performance 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 delivery to the same extent as if the delivery were completed during the Contract term; provided, that the Contractor shall not be required to make any deliveries under this Contract more than thirty (30) calendar days after Contract expiration.

7.0 DELIVERY

7.1 Delivery of the Engine Oil included in any order shall be made in bulk form only on a net gallon basis and shall be in accordance with the schedule provided by METRO at time of order and shall be delivered within seven (7) calendar days after receipt of order by the Contractor. Utilizing drums for delivery will not be acceptable.

7.2 Prior to unloading at each delivery location, METRO shall secure a sample of the engine oil being delivered. METRO shall provide the delivery driver a sample bottle for this purpose.

7.3 The driver shall provide either written confirmation that the delivery trailer is used solely for the transport of specified oil or a certificate of cleanliness.

7.4 The driver shall provide a "Certificate of Analysis", to each delivery location of multi-grade lubricating engine oil. A duplicate certificate shall be submitted to METRO's Project Manager no later than twenty-four (24) hours before each delivery. The certificate may be submitted by FAX (713-758-9591) or E-Mail (AC10@RIDEMETRO.ORG).

7.5 All deliveries of new oil shall be made to the location(s) designated in the order. Contractor shall schedule deliveries to METRO facilities on the date indicated on the order schedule, Monday through Friday, between 8:00 AM and 4:00 PM, Monday through Friday.

7.6 Deliveries shall be made only to the METRO facilities designated herein and with trucks that are in compliance with all laws and regulations.

<table>
<thead>
<tr>
<th>O</th>
<th>Location</th>
<th>O</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>o</td>
<td>Kashmere (BOF)</td>
<td>o</td>
<td>Polk (BOF)</td>
</tr>
<tr>
<td></td>
<td>Facility (BOF)</td>
<td></td>
<td>5700 Polk</td>
</tr>
<tr>
<td></td>
<td>5700 Eastex Freeway</td>
<td></td>
<td>Houston, TX 77023</td>
</tr>
<tr>
<td>o</td>
<td>West (BOF)</td>
<td>o</td>
<td>Hiram Clarke (BOF)</td>
</tr>
<tr>
<td></td>
<td>11555 Westpark</td>
<td></td>
<td>4175 Uptown Drive</td>
</tr>
<tr>
<td></td>
<td>Houston, TX 77084</td>
<td></td>
<td>Houston, TX 77045</td>
</tr>
<tr>
<td>o</td>
<td>Fallbrook (BOF)</td>
<td>o</td>
<td>Field Service Center</td>
</tr>
<tr>
<td></td>
<td>111 Fallbrook</td>
<td></td>
<td>1215 Labco</td>
</tr>
<tr>
<td></td>
<td>Houston, TX 77038</td>
<td></td>
<td>Houston, Texas 77029</td>
</tr>
</tbody>
</table>

7.7 METRO reserves the right to add or delete locations where Multi-Grade Engine Oil, SAE15W-40, CK-4 may be delivered.

7.8 During emergencies, METRO reserves the right to request and accept deliveries at any hour.

7.9 Contractor shall allow METRO's Project Manager to inspect the delivery vehicle while it is on METRO's property, to determine compliance with this specification or any applicable law.
7.10 The Contractor shall be provided with a list of METRO's store room phone numbers for each facility, and the phone numbers for each security guard office. Whenever possible the driver will phone the security office, and stores office (with an estimated time-of-arrival), at least fifteen (15) minutes prior to the time the truck will arrive at the gate of the receiving facility.

7.11 Engine Oil delivery trucks shall stop at METRO's facility security post. METRO's security guard will telephone METRO's Storeroom and notify them that the Engine Oil truck has arrived. METRO's Storeroom Representative will go to the truck at the unloading location and open the METRO tank to be filled.

7.12 All unloading, testing, sampling and draining of the Engine Oil from the delivery truck will be done with the trailer hoses connected from the trailer, to the ground-fill connection. The driver shall make the connections.

7.13 METRO's representative and the driver shall take readings from the METRO storage tank, before the Engine Oil is unloaded. The stick shall be coated with standard Engine Oil water detection paste. If the reading indicates presence of water in tank, the truck will not unload the Engine Oil into the affected tank. This occurrence shall be reported immediately to METRO's Stores Foreman, Fluids Analyst and Contracting Officer.

7.14 If the stick reading is clear, the driver shall unload the Engine Oil. Ten (10) minutes after unloading, METRO Storeroom Representative shall stick in the tank to confirm the delivery.

7.15 The driver will then be asked to sign METRO's Fluid Delivery Form.

7.16 Contractor shall invoice METRO in accordance with the total net gallon indicated in the Bill of Lading. If the load had been split to the different facilities, the total invoiced gallons should not exceed the total net gallons indicated in the Bill of Lading.

8.0 COLLECTION OF SAMPLES

8.1 METRO Storeroom Representative shall give the driver a sample collection bottle. The driver shall collect sample of the Engine Oil from the bottom of the truck, before unloading for analysis to determine compliance to METRO's Specification as shown in Exhibit "D".

8.2 If the sample clearly shows any presence of water or any contaminants, METRO Storeroom Representative shall not allow the driver to unload the Engine Oil, and immediately inform the Project Manager and Contracting Officer.

8.3 If the laboratory analysis comes back with negative or abnormal results, the Contractor shall immediately pump out the contaminated fuel, clean the tanks, and replace all the Engine Oil in the tanks.

9.0 DELIVERY VEHICLE

9.1 All tanks of the delivery trucks shall be sealed with devices that are tamper free and identified on the bill of lading.

9.2 The Contractor's vehicle(s), safety devices and equipment shall be in compliance with all local, city, county, state and federal regulations regarding the transporting and dispensing of lubricants.

9.3 The Contractor shall transport engine oil in vehicles appropriately licensed and permitted in accordance with federal, state and local statutes. The vehicles shall also be appropriately labeled or placarded in accordance with U.S. Department of Transportation (DOT) regulations.

9.4 The vehicles shall also be properly certified by the State of Texas as evidenced by Vehicle Tank Measurement Certificates (Form 70). METRO reserves the right to request copies of such certificates. If requested, the Contractor shall provide such copies within three (3) calendar days after such notification.

9.5 Trailers shall be commercial bulk carrier type only and be able to deliver a minimum load of 1,000 gallons up to a maximum of 7,800 gallons per load. Loading oil to METRO's tanks from drums will not be acceptable.

10.0 QUALITY ASSURANCE

10.1 The Contractor shall follow API Practice 1525 for Bulk Oil Handling. The Contractor shall give all notices and comply with all federal, state, and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Contract. Upon request, the Contractor shall furnish to METRO certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract. Bidder must furnish the following documentation with bid documents (prior to contract award):
a. Proof of current API licensing and support data verifying compliance of the bid product with the listed API service classification.

b. Oil supplier’s commitment that the oil will give satisfactory performance in Cummins®, DDC, Ford and GM engines listed in 4.0 Engine and Fuel Type.

10.2 **Sample Testing**: Prior to contract award, the apparent lowest, responsive and responsible bidder may be required to submit a two-quart sample of the lubricant being bid within two (2) days of receiving a written request from METRO either through the mail or fax. Failure to comply with this request by the deadline mentioned above will deem your bid non-responsive. An independent laboratory, as selected by METRO, will test the submitted sample(s) for compliance with the METRO lubricant specification. Sample testing costs will be covered by METRO providing the results of each conducted test (per sample) indicate product compliance with the METRO specification. However, in the event one or more of the conducted laboratory tests indicate that the lubricant sample is not compliant with the METRO lubricant specification, the bidder shall reimburse METRO all sample testing expenses. Bidder’s whose lubricant samples are laboratory tested and found to be non-compliant with the METRO lubricant specification will be deemed non-responsive.

10.3 **Product Testing**: At any time during the Contract period, METRO may elect to test supplied lubricant for compliance with the METRO lubricant specification as listed herein. All compliance test procedures shall be performed by an independent laboratory of METRO’s choice. METRO will pay all testing costs providing the tested lubricant sample is found to be in total compliance with the specification. However, in the event a supplied lubricant does not pass one or more of the compliance tests, the Contractor will, upon notice of product non-compliance as issued by METRO:

10.3.1 Reimburse to METRO all costs associated with the sample testing procedure.

10.3.2 Cover all costs associated with subsequent compliance testing of the supplied lubricant.

10.3.3 Immediately remove, at the Contractor’s expense, all non-compliant lubricant from METRO facilities.

10.3.4 Reimburse METRO all for all loses, if any, associated with METRO’s use of the non-compliant lubricant.

10.3.5 Immediately produce, in quantities sufficient for METRO use, a lubricant compliant with the associated METRO lubricant specification as listed herein.

11.0 **ACCEPTANCE**

11.1 The Multi-Grade Engine Oil SAE 15W40 CK-4 shall be reviewed and approved by METRO’s Project Manager.
EXHIBIT “E” GROUP NO. 5 – SPECIFICATIONS -GEAR OIL

SPECIFICATIONS
FOR
SUPPLY AND DELIVER NON-SYNTHETIC AND SYNTHETIC DIFFERENTIAL GEAR OIL

EXHIBIT “E1” SPECIFICATIONS FOR NON SYNTHETIC GEAR OIL

1.0 GENERAL
1.1 This specification covers the requirements for a Contractor to supply and deliver SAE 85W/140 differential gear oil, API GL-5, in fifty-five (55) gallon drums, to the Metropolitan Transit Authority of Harris County, Texas (METRO).

2.0 APPLICABLE
2.1 The following documents, effective on the same date as the invitation for bids, forms a part of this specification as noted, and are on file at METRO.
   - MILSPEC MIL-L-2105D – “Lubricating Oil, Multi-Purpose” [Metric]
   - GL – 5 – API Performance Specification
   - Mack GO-H Mack Performance Specification
   - Rockwell Standard (O-76A and o-76D)

3.0 REQUIREMENTS
3.1 The Contractor shall ensure the SAE 85W/140 differential gear lubricant, API GL-5, meets the following properties and requirements:

   Note: Deviations of plus or minus 2% will be acceptable with the exception of viscosity index in which there is no deviation of plus or minus. No re-refined base oil may be used in the finished gear lubricant formulation.

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Typical</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAE Grade</td>
<td></td>
<td>85W/140</td>
</tr>
<tr>
<td>Gravity, API</td>
<td>ASTM D-4052</td>
<td>25.5</td>
</tr>
<tr>
<td>Color, ASTM</td>
<td>ASTM D-1500</td>
<td>4.0</td>
</tr>
<tr>
<td>Flashpoint, °F °C</td>
<td>ASTM D-92</td>
<td>525 (272)</td>
</tr>
<tr>
<td>Pour Point, °F °C (max)</td>
<td>ASTM D-5949</td>
<td>5 (-15)</td>
</tr>
<tr>
<td>Brookfield Viscosity CP@ -12.1 °C</td>
<td>ASTM D-2983</td>
<td>150,000 (max)</td>
</tr>
<tr>
<td>Viscosity cSt @ 40 °C</td>
<td>ASTM D-445</td>
<td>288-352</td>
</tr>
<tr>
<td>Viscosity cSt @ 100 °C</td>
<td>ASTM D-445</td>
<td>25.3</td>
</tr>
<tr>
<td>Viscosity SUS @ 100 °F</td>
<td></td>
<td>1,698</td>
</tr>
<tr>
<td>Viscosity SUS @ 210 °F</td>
<td></td>
<td>125.2</td>
</tr>
<tr>
<td>Viscosity Index</td>
<td></td>
<td>93-101</td>
</tr>
<tr>
<td>Copper Corrosion, ASTM D-130</td>
<td></td>
<td>1B</td>
</tr>
<tr>
<td>Foam Test, ASTM D-892</td>
<td></td>
<td>PASS</td>
</tr>
<tr>
<td>Sulfated Ash %</td>
<td></td>
<td>0.24</td>
</tr>
</tbody>
</table>

3.2 Shear Stability: After 50,000 miles, oil shall meet the viscosity requirements specified herein.
4.0 ORDERING AND DELIVERY

4.1 METRO shall issue release orders to purchase item(s) covered by this contract. 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. The Contractor agrees that it shall at its expense, exert every reasonable effort necessary to meet the required delivery schedule.

4.2 Release orders issued before Contract expiration requiring delivery after that time 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.

4.3 It shall be the responsibility of the Contractor to insure that release orders are delivered with no over shipments. Any over shipped material will be kept by METRO and charges for these over shipments will be deducted from the Contractor's invoice.

4.4 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.

4.5 If METRO requires the item(s) to be shipped by air freight, METRO shall pay any extra cost associated therewith.

4.6 Deliveries shall be made only to the METRO facilities designated herein and with trucks that are in compliance with all laws and regulations.

o Kashmere (BOF) Facility (BOF)
5700 Eastex Freeway
Houston, TX 77026

o Polk (BOF)
5700 Polk
Houston, TX 77023

o West (BOF)
11555 Westpark
Houston, TX 77084

o Hiram Clarke (BOF)
4175 Uptown Drive
Houston, TX 77045

o Fallbrook (BOF)
111 Fallbrook
Houston, TX 77038

4.7. The item(s) shall be delivered to the following F.O.B. destination point:

METROPOLITAN TRANSIT AUTHORITY
Central Supply Warehouse
1220 McCarty Drive
Houston, Texas 77029
Telephone No.: (713) 615-6117 or 6119

Deliveries may be made between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday except on holidays observed by METRO.

5.0 DRUM

A. All empty drums available must be picked up by the Contractor at the time of delivery of product or when called by METRO for a drum pick-up, and shall be properly disposed of in accordance with all applicable local, county, state and federal laws.

B. All containers of product delivered to METRO shall be clearly marked with Contractor's name and telephone number and shall have a Chemical Information Label adhered to the container.

6.0 TESTING

6.1 The Contractor shall provide, at no cost to METRO, one (1) gallon of their SAE 85W/140 differential gear oil, API GL-5 for evaluation and testing purposes within twenty-four (24) hours of METRO's request to the following METRO facility:

Kashmere BOF
5700 Eastex Freeway
Houston, Texas 77026
Attention: Michael Kellum, Manager of Stores
6.2 METRO will test the SAE 85W/140 differential gear oil, API GL-5 sample in accordance with the ASTM tests and requirements listed in section 3.0 of this specification.

6.3 If the SAE 85W/140 differential gear oil, API GL-5 is tested and does not meet METRO’s specifications or fails any portion of the ASTM tests, the Contractor shall be responsible for the cost incurred to run the tests.

6.4 If the SAE 85W/140 differential gear oil, API GL-5 is tested and meets METRO’s specification or all ASTM tests, METRO will be responsible for all cost incurred to run the tests.

7.0 **ACCEPTANCE**

7.1 The SAE 85W/140 Differential Gear Oil, API GL-5 shall be reviewed and approved by METRO’s Project Manager.
EXHIBIT “F” GROUP NO. 6 - SPECIFICATIONS - MULTI-GRADE ENGINE OIL SAE 15W40 API CF-4 CES20085

SPECIFICATIONS

FOR

SUPPLY AND DELIVER NATURAL GAS MULTI-GRADE ENGINE OIL SAE 15W40 CES20085

1.0 SCOPE

1.1 This specification covers the minimum requirements for the Contractor to supply and deliver multi-grade natural gas engine oil, to be used in CNG engines for the Metropolitan Transit Authority of Harris County, Texas (METRO).

1.2 The oil shall maintain its viscosity stability where extreme high operating temperatures are encountered. The oil supplied shall meet Cummins Engineering Standard (CES) 20085 as outlined in Cummins Product Information Bulletin dated April 2016. The Cummins Product Information Bulletin dated April 2016 also states that all oils approved prior to January 2016 must be re-registered. A copy of the Cummins registration letter that certifies the oil meets Cummins specifications must be provided.

2.0 REQUIREMENTS

The multi-grade engine oil must meet the following chemical and physical properties:

<table>
<thead>
<tr>
<th>Performance Characteristic</th>
<th>Test Procedure</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity cSt @ 100° C</td>
<td>Per SAE J300</td>
<td>(ASTM D445)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>120</td>
</tr>
<tr>
<td>Viscosity cSt @ 40° C</td>
<td>(ASTM D445)</td>
<td>15.5</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>(ASTM D5185)</td>
<td>700 to 900 ppm</td>
</tr>
<tr>
<td>Zinc</td>
<td>(ASTM D5185)</td>
<td>800 to 1000 ppm</td>
</tr>
<tr>
<td>Calcium</td>
<td>(ASTM D5185)</td>
<td>1800 to 2300 ppm</td>
</tr>
<tr>
<td>Sulfated Ash</td>
<td>(ASTM D874)</td>
<td>Less than 0.7% to 0.9%</td>
</tr>
<tr>
<td>Total Base Number, mgKOH/g</td>
<td>(ASTM D4739)</td>
<td>5.0 min.</td>
</tr>
<tr>
<td>Foaming Tendency-Stability Seq I (24C)(ASTM D892)</td>
<td>10/0</td>
<td></td>
</tr>
<tr>
<td>Seq II (94C)(ASTM D892)</td>
<td>50/0</td>
<td></td>
</tr>
<tr>
<td>Seq III (24C)(ASTM D892)</td>
<td>10/0</td>
<td></td>
</tr>
</tbody>
</table>

3.0 BASE STOCK

The Contractor shall ensure the multi-grade lubricating engine oil is blended from 100% mineral base stocks.

4.0 RE-REFINED OILS

Re-refined lubricating oils are not acceptable.

5.0 ENGINE AND FUEL TYPE

METRO currently utilizes the following types of CNG engines:

<table>
<thead>
<tr>
<th>Engine Manufacturer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cummins ISLG EPA 2010</td>
<td></td>
</tr>
<tr>
<td>Cummins ISLG EPA 2013</td>
<td></td>
</tr>
</tbody>
</table>
6.0 ORDERING OF ENGINE OIL

6.1 The Multi-Grade Natural Gas Engine Oil, SAE15W-40, CES20085 to be furnished under this Contract shall be ordered via facsimile, seven (7) days before the intended delivery, by the Project Manager or designee who shall be identified to the Contractor in writing upon execution of the Contract. All orders shall be considered “placed” on the date the facsimile was placed. Orders will be confirmed by a written METRO release order.

6.2 Deliveries will be made only to the designated METRO facilities identified below. METRO will permit the unloading of trucks without undue delay.

6.3 The Contractor shall notify METRO immediately, if at any time, it appears a delivery schedule set forth may not be met. Nothing herein shall be interpreted as giving remedies otherwise available to METRO.

6.4 Orders placed on the last day of the Contract period of performance 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 delivery to the same extent as if the delivery were completed during the Contract term; provided that the Contractor shall not be required to make any deliveries under this Contract more than thirty (30) calendar days after Contract expiration.

7.0 DELIVERY

7.1 Delivery of the Engine Oil included in any order shall be made in 55 gallon drum form only on a net gallon basis and shall be in accordance with the schedule provided by METRO at time of order and shall be delivered within seven (7) calendar days after receipt of order by the Contractor.

7.2 Prior to unloading at each delivery location, METRO shall secure a sample of the engine oil being delivered. METRO shall provide the delivery driver a sample bottle for this purpose.

7.3 The driver shall provide a “Certificate of Analysis”, to each delivery location of multi-grade lubricating engine oil. A duplicate certificate shall be submitted to METRO's Project Manager no later than twenty-four (24) hours before each delivery. The certificate may be submitted by FAX (713-758-9591) or E-Mail (AC10@RIDEMETRO.ORG).

7.4 All deliveries of new oil shall be made to the location(s) designated in the order. Contractor shall schedule deliveries to METRO facilities on the date indicated on the order schedule, Monday through Friday, between 8:00 AM and 4:00 PM, Monday through Friday.

7.5 Deliveries shall be made only to the METRO facilities designated herein and with trucks that are in compliance with all laws and regulations.

   o Kashmere (BOF)
   Facility (BOF)
   5700 Eastex Freeway
   Houston, TX 77026
7.6 METRO reserves the right to add or delete locations where Multi-Grade Natural Gas Engine Oil, SAE15W-40, CES20085 may be delivered.

7.7 During emergencies, METRO reserves the right to request and accept deliveries at any hour.

7.8 Contractor shall allow METRO's Project Manager to inspect the delivery vehicle while it is on METRO's property, to determine compliance with this specification or any applicable law.

7.9 The Contractor shall be provided with a list of METRO's store room phone numbers for each facility, and the phone numbers for each security guard office. Whenever possible the driver will phone the security office, and stores office (with an estimated time-of-arrival), at least fifteen (15) minutes prior to the time the truck will arrive at the gate of the receiving facility.

7.10 Engine Oil delivery trucks shall stop at METRO's facility security post. METRO's security guard will telephone METRO's Storeroom and notify them that the Engine Oil truck has arrived.

7.11 Contractor shall invoice METRO in accordance with the total net gallon indicated in the Bill of Lading. If the load had been split to the different facilities, the total invoiced gallons should not exceed the total net gallons indicated in the Bill of Lading.

8.0 COLLECTION OF SAMPLES

8.1 METRO personnel shall have the right to randomly sample oil delivered for analysis to determine compliance to METRO's Specification.

8.2 If the sample clearly shows any presence of water or any contaminants, METRO Storeroom Representative shall not allow the driver to unload the Engine Oil, and immediately inform the Project Manager and Contracting Officer.

8.3 If the laboratory analysis comes back with negative or abnormal results, the Contractor shall immediately remove and replace all the Engine Oil affected.

9.0 DELIVERY VEHICLE

9.1 The Contractor's vehicle(s), safety devices and equipment shall be in compliance with all local, city, county, state and federal regulations regarding the transporting and dispensing of lubricants.
9.2 The Contractor shall transport engine oil in vehicles appropriately licensed and permitted in accordance with federal, state and local statutes. The vehicles shall also be appropriately labeled or placarded in accordance with U.S. Department of Transportation (DOT) regulations.

9.3 The vehicles shall also be properly certified by the State of Texas as evidenced by Vehicle Tank Measurement Certificates (Form 70). METRO reserves the right to request copies of such certificates. If requested, the Contractor shall provide such copies within three (3) calendar days after such notification.

10.0 QUALITY ASSURANCE

10.1 The Contractor shall give all notices and comply with all federal, state, and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Contract. Upon request, the Contractor shall furnish to METRO certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract. Bidder must furnish the following documentation with bid documents (prior to contract award):

   a. Proof of bidder’s product brand name’s current conformance to CES20085 Engine Oil Specification on Cummins letterhead and support data verifying compliance of the bid product with CES20085.
   b. Oil supplier’s commitment that the oil will give satisfactory performance in Cummins® ISLG EPA 2010 and 2013 engines listed in 5.0 Engine and Fuel Type.

10.2 Sample Testing: Prior to contract award, the apparent lowest, responsive and responsible bidder may be required to submit a two-quart sample of the lubricant being bid within two (2) days of receiving a written request from METRO either through the mail or fax. Failure to comply with this request by the deadline mentioned above will deem your bid non-responsive. An independent laboratory, as selected by METRO, will test the submitted sample(s) for compliance with the METRO lubricant specification. Sample testing costs will be covered by METRO providing the results of each conducted test (per sample) indicate product compliance with the METRO specification. However, in the event one or more of the conducted laboratory tests indicate that the lubricant sample is not compliant with the METRO lubricant specification, the bidder shall reimburse METRO all sample testing expenses. Bidder’s whose lubricant samples are laboratory tested and found to be non-compliant with the METRO lubricant specification will be deemed non-responsive.

10.3 Product Testing: At any time during the Contract period, METRO may elect to test supplied lubricant for compliance with the METRO lubricant specification as listed herein. All compliance test procedures shall be performed by an independent laboratory of METRO’s choice. METRO will pay all testing costs providing the tested lubricant sample is found to be in total compliance with the specification. However, in the event a supplied lubricant does not pass one or more of the compliance tests, the Contractor will, upon notice of product non-compliance as issued by METRO:

   a. Reimburse to METRO all costs associated with the sample testing procedure.
   b. Cover all costs associated with subsequent compliance testing of the supplied lubricant.
   c. Immediately remove, at the Contractor’s expense, all non-compliant lubricant from METRO facilities.
   d. Reimburse METRO all for all loses, if any, associated with METRO’s use of the non-compliant lubricant.
   e. Immediately produce, in quantities sufficient for METRO use, a lubricant compliant with the associated METRO lubricant specification as listed herein.
11.0 **ACCEPTANCE**

The Multi-Grade Natural Gas Engine Oil SAE 15W40 CES20085 shall be reviewed and approved by METRO’s Project Manager.
EXHIBIT "G" CONTRACTOR'S RELEASE

Pursuant to the terms of METRO Contract No. ________________, as amended, and in consideration of the sum of ______________ Dollars ($______), which has been or is to be paid under said Contract to __________________ (hereinafter called the Contractor) or its assignees, if any, the Contractor for itself and its subcontractors, upon payment of the said sum by the Metropolitan Transit Authority (hereinafter called METRO), does release and discharge METRO, their officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said Contract, except specified claims as follows:_______________________________________________________________ (IF NONE, SO STATE)__________________________________________________.

IN WITNESS WHEREOF, this release has been executed this ___ day of __________, 20__. 

By:

CERTIFICATE

I, __________________________, certify that I am _________________ (Title) of the firm named as the CONTRACTOR in the foregoing release; that __________________, who signed said release on behalf of the CONTRACTOR and its subcontractors, was the _________________(Title) of said firm; that said release was duly signed for and behalf of said firm; and is within the scope of its powers as so constituted.

(If Corporation, Affix the Corporate Seal)