



Fort Bend County to Downtown Houston Commuter Bus Service

REVISED 10-27-2020

H-GAC CMAQ Commuter and Transit Services Pilot Program Application



Submitted to:
**Houston-Galveston Area
Council**

Submitted by:
**Fort Bend County
Public Transportation
Department**

Project Type:
**Commuter Solutions Bus
Service**

Operating expenses for new
commuter service from Fort Bend
County to Downtown Houston

Partner:
**Houston Downtown Management
District**





SIGNATURE PAGE

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded.

Respondent is <i>REQUIRED</i> to sign (in blue ink) this Request for Applications (RFA) Signature Page and return with the submitted application.	
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Authorized Signature of the person authorized to bind your company to any contract(s) that may result from this RFA:	
	Date:
Printed Name: Judge KP George	Title: County Judge
Email Address:	

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFA. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFA at the time a response is submitted to H-GAC.



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1 INTRODUCTION

In October 2018, Fort Bend County (FBC) (hereafter referred to as the “County”) applied for \$1,600,000 from the Houston-Galveston Area Council’s (H-GAC) Congestion Mitigation Air Quality (CMAQ) program for the County’s Downtown Houston Commuter Bus Service Project (Project). The County also submitted a request to H-GAC’s Transportation Improvement Program (TIP) Call for Projects to provide funding for the buses necessary to operate the services proposed under the Commuter and Transit Services Pilot Program.

Upon review of the County’s Commuter and Transit Service Pilot Program application, H-GAC placed approval of it on hold pending the outcome of the TIP Call for Projects. Fort Bend County was successful in receiving funding under the TIP Project Call to purchase 28 buses for its Downtown Houston Commuter Bus Service Project as proposed within this application. Subsequently, H-GAC requested the County reapply for the Commuter and Transit Services Pilot Program funding of the Downtown Houston Commuter Bus Service Project reflecting an additional \$400,000 for Commuter and Transit Services Pilot Program funding for a total of \$2,000,000 in Federal funds and updating the application to include the award of the bus funding, marketing activities and newly revised implementation schedules and budgets. The application contained herein addresses those requests.

In FY20, the global COVID-19 pandemic changed the world as we know it. In the Houston area, real estate activity remains subdued with work patterns ever-changing as restrictions are lifted or tightened. Restaurants and other service industry establishments are struggling to stay afloat. More businesses are promoting working from home, and have been slow to return to a “brick and mortar” environment. According to CRBE’s 2020 Midyear Outlook (August 2020), vacancy rates are showing some increases, but social-distancing measures that require more space between workers may temper that increase. It further notes that employers will most likely schedule their workers’ reentry process slowly throughout 2020 as we all learn more about the impact of COVID-19 on the workplace and commuting patterns. As of this writing, it is difficult to project transit demand as these events are still underway; therefore, at this time we will move forward with the 28 buses as originally proposed to accommodate for social distancing. We have consulted with the Downtown District to arrive at their best estimates for business re-openings, Metro to assess their planning horizons for transit demand, and TxDOT for updates on ongoing construction projects along the I-69 corridor to determine appropriate adjustments to ridership and budget forecasts. We have also allowed for the possibility of additional quarantines to update ridership estimates and budgets. The updated budget will cover 100 percent of the net operating costs for the first year of service and 35 percent of operating costs in its second year.

The County will operate the project in partnership with the Houston Downtown Management District (Downtown District), who has pledged to share local match requirements with the County. This Project will directly benefit the Downtown District by providing additional transit options for residents to commute from the suburbs into the Downtown District, reducing the need for expensive parking downtown, and reducing congestion.

This Project will achieve a critical objective of H-GAC’s Commuter and Transit Pilot Project Program by establishing a new commuter bus service between rapidly growing regional suburbs such as Sugar Land in Fort

Bend County, to the urban employment core of Downtown Houston (Figure 1). Detailed Service Maps are included in Attachment A, as requested in the call for projects.

FIGURE 1 PROJECTS SERVICE MAP



This application details how the County has evaluated multiple service alternatives and found the proposed Project to be the most feasible. The Project meets the County's goals and objectives to promote transit, provide additional economic opportunities through enhanced transit options for residents, and reduce vehicle emissions. This application includes the following:

- Detailed service plan with route, vehicle, and ridership information. Ridership projections have been updated to reflect the economic impacts of the COVID-19 quarantining events;
- The implementation schedule has been updated to address requests from H-GAC staff as well as delays to date.
- Assessment of the project's feasibility and challenges;
- Discussion of the Project partnership between Fort Bend County and the Downtown District;
- Description of the proposed marketing efforts to promote the new service;
- Marketing efforts were enhanced via the award of a contract to a professional marketing firm. Their scope of services is designed to address comments from HGAC staff. We also plan to work with the Commute Solutions team to take advantage of the transportation demand management programs available.
- The five-year financial plan has been updated relative to delays in project review, quarantining, and the economic downturn as a result of quarantining and construction activities along the I-69 corridor.

All necessary baseline data for H-GAC's Air Quality Emission calculations.

2 DETAILED SERVICE PLAN

2.1 SERVICE PURPOSE AND PROJECT GOAL

Local and regional transit providers throughout the 13-county H-GAC region are hard at work identifying opportunities to promote transit over-travel by personal automobile. These providers face ongoing challenges,



as they must serve rapidly growing suburban job centers and residential populations, while also providing access to the region's largest employment center, Downtown Houston.

To address this issue, the County has identified Fort Bend County to Downtown Houston Commuter Bus Service Project. This Project will provide a much-needed alternative to the overwhelming number of current residents in the county that commute daily in their personal vehicles to the region's Central Business District (CBD).

The County's 17 cities and unincorporated areas have a combined population of approximately 733,000. Between 2000 and 2010, the county grew more than 65 percent, adding more than 230,000 residents. Based on the latest H-GAC projections for 2040, the County is expected to grow to almost a million people and 280,000 jobs. In 2015, Fort Bend County residents made over 32,000 trips per day to Downtown Houston. By 2040, this number is projected to increase to 46,000 daily trips, an increase of 43 percent.

Because a seamless transit service is not available for County residents to commute to Downtown Houston, the vast majority of these trips are by automobile. The proposed Project will provide a new alternative for travel to the CBD. The service, which originates at a Park & Ride at the First Colony Mall AMC Theatre in Sugar Land, will allow the County residents to ride transit instead of driving their personal vehicles, offering them a direct and affordable one-seat ride. The Project also:

- Promotes environmental sustainability by taking cars off the road, reducing both congestion and greenhouse gas emissions;
- Expands employment opportunities for County residents who were previously unable or unwilling to drive to Downtown Houston each day for work; and
- Provides a simple one-seat ride for vulnerable elderly and disabled populations who need a direct transit connection to Downtown Houston for medical or other trip purposes.

The COVID-19 pandemic has resulted in thousands of area residents losing their jobs, and in many cases, individuals were unable to maintain car payments themselves or for other members of their families. As the region recovers it will be essential that the region has transit alternatives for residents to access jobs as businesses re-open or as new businesses open.

In 2014, Texas A&M Transportation Institute (TTI) completed the Seamless Regional Transit Fort Bend County to Downtown Houston study¹ in partnership with the Federal Transit Administration (FTA), Houston METRO, Fort Bend County, the City of Sugar Land, Central Houston, and Chevron, which evaluated five separate options for transit service from Fort Bend County to Downtown Houston. The alternatives studied included both one-

¹ Seamless Regional Transit Fort Bend County to Downtown Houston study can be found at

<https://groups.tti.tamu.edu/transit-mobility/resources/commuteworkgrp/>



seat rides without transfers to METRO and two-seat rides with one transfer to METRO, with service provided either by Fort Bend County Public Transportation (hereinafter referred to as Fort Bend Transit (FBT)) using smaller medium-duty buses or by METRO using larger, heavy-duty commuter buses. Based on the study's finding, the County was chosen to implement the recommended alternative presented in this application, a one-seat ride to Downtown Houston from Fort Bend County.

This recommended service will be operated by FBT and connect riders from Fort Bend County to Downtown Houston. The Project plan assumes adequate Park & Ride spaces at the First Colony AMC Theatre, approximately 24 miles from Downtown. From inception, the service will operate from an existing park and ride lot located at the First Colony AMC Theatre in Sugar Land. The County has existing leased parking at this lot with provisions to expand the number of spaces when needed. The County is currently negotiating a 2-year extension to this agreement through June 2024.

FBT also has a Park & Ride facility at the University of Houston (U of H) Sugar Land campus. The County's Long Range plan calls for locating a permanent facility in this area. The County is currently pursuing funding for an expanded facility, which will include additional parking spaces to support this new service. Funding requests include planning funds for the necessary environmental and design elements as well as construction funding. Upon receipt of funding to construct an expanded facility at U of H, the County will begin all activities necessary to construct the project. Once construction of the expanded Park & Ride facility at U of H Sugar Land is complete, the Downtown service will be moved to staging at this lot.

The service as proposed will use vehicles similar to the current 32 and 40-seat vehicles in the FBT fleet. Riders would pay one fare and travel directly into and out of Downtown. Since no transfer or interconnection with METRO service is needed, no fare system interoperability is required. The service details are depicted in Table 1.

2.2 SERVICE OBJECTIVE

The Project will meet its overall service objective to provide a one-seat transit ride from a Park & Ride at the First Colony AMC Theatre in Sugar Land to Downtown Houston by using the same successful transit operations techniques FBT currently deploys for its existing commuter services. As cited in the 2014 study, TTI developed an operating plan to serve the estimated transit market, focusing on peak period trips in the morning (5:00 AM to 9:00 AM) and late afternoon/evening (3:00 PM to 9:00 PM) with limited mid-day service.

Table 1 on the next page shows the anticipated daily ridership (both in Year 1 and Year 5, when peak ridership is reached) and the corresponding farebox recovery ratios. FBT believes that based on the detailed service planning completed by TTI in 2014 (adjusted by current conditions), the current success of existing FBT routes, and the enhanced marketing plan requested by H-GAC to promote the service, the forecast ridership and farebox recovery is achievable. Discussion of the Project's feasibility and marketing plan are presented later in this application.



TABLE 1 SERVICE OVERVIEW WITH MEASURABLE OBJECTIVES

<i>Service Metrics</i>	
<i>Type of Vehicle</i>	<i>Medium-Sized Light Duty Buses (40-seats)</i>
<i>Operator</i>	<i>Fort Bend County</i>
<i>Required Transfers</i>	<i>None</i>
<i>Estimated Daily Passenger Boarding's in Year 1</i>	<i>684</i>
<i>Estimated Annual Passenger Boarding's in Year 1</i>	<i>172,368</i>
<i>Estimated Daily Passenger Boarding's in Year 5</i>	<i>1,708</i>
<i>Estimated Annual Passenger Boarding's in Year 5</i>	<i>430,416</i>
<i>Assumed Vehicle Fleet</i>	<i>28 Buses</i>
<i>Average Peak Headway</i>	<i>8 minutes</i>
<i>Fare Assumptions</i>	<i>\$4 each way</i>
<i>Farebox Recovery Ratio in Year 1</i>	<i>26 percent</i>
<i>Farebox Recovery Ratio at peak ridership projections (Year 4)</i>	<i>59 percent</i>

2.2.1 METHODOLOGY

The ridership projections were created by TTI for the 2014 study. During the alternatives analysis, TTI estimated demand for commuter service from Fort Bend County to Downtown Houston based on regional growth and travel pattern projections combined with the County's Long Range Plan survey results, both of which indicate a significant need for new transit services to Downtown Houston, notably from the Sugar Land area.

TTI analyzed METRO Park & Ride service along all major freeway corridors and selected services that are located about the same distance to Downtown as the existing FBT Park & Ride lots at the University of Houston Sugar Land and the AMC Theatre. In comparison to the Sugar Land area, Katy, Cypress, and the Kingwood Park & Ride markets have the most similar demographics, which TTI chose to support its ridership projections.

TTI then combined the METRO route and ridership data with the U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD) data to estimate the latent demand for commuter service connecting Fort Bend County residents to Downtown Houston. In short, TTI compared known ridership for each peer facility to known worker flows to downtown to generate a Park & Ride mode share rate.

TTI assumed the Park & Ride located near the University of Houston Sugar Land as the Project's terminus for its projections. Using LEHD data from the Census Bureau in 2010, approximately 3,100 workers traveled from the catchment area of the hypothetical new facility to Downtown Houston each day. If every commuter used the Park & Ride, the target market would translate to about 6,200 transit trips per day.



However, only a portion of the population will decide to use the commuter transit service for their commute.

TTI used METRO's commuter bus mode share rates to estimate the total latent demand for METRO-like commuter service from Fort Bend County to downtown Houston:

- Low: 10.7% capture rate x 6,200 transit trips = demand for 665 commuter trips per day
- Medium: 17.8% capture rate x 6,200 transit trips = demand for 1,100 commuter trips per day
- High: 28.2% capture rate x 6,200 transit trips = demand for 1,747 commuter trips per day

The population and demographic characteristics of the County in the capture area most closely resemble the three METRO Park & Rides in the high scenario, suggesting a latent demand of 1,700 commuter trips per day.

Due to the negative effects of COVID-19, the County anticipates job loss in the region as well as the slow return of workers to their physical work locations. As the events affecting ridership are still ongoing, there are no formal studies yet available from which to draw approaches or conclusions. FBT has reached out to area experts to get their best effort estimate of the effect on ridership. We contacted the project's partner, the Houston Downtown Management District which represents business interests in the downtown area of Houston and Houston Metro, the Houston area's Metropolitan Transit agency. Based on this information we have reduced ridership projections by 33% in Year 1 from the initial TTI projected ridership and continuing that trend to a 25% reduction in Year 4 and reaching peak ridership in Year 5.

In addition, we contacted TxDOT and the City of Houston for the status of construction projects along the I-69 corridor. At the initiation of this project, transit demand was projected to grow due to the anticipated increase in congestion caused by the construction of major road projects in the corridor. TxDOT reported the only projects in the future not ITS/TranStar related would be the NHHIP Segment 3 portion of IH 69 near Spur 527 downtown in FY 2022 and the SH 99 interchange/direct connector ramps at IH 69S in FY 2026.

2.3 SERVICE DESCRIPTION

2.3.1 PROJECT DELIVERY AND SERVICE PROVIDER

The service will be delivered and operated by FBT, which was established in 2005 to provide rural and urban transit services to county residents. Its service area covers 875 square miles and provides over 380,000 passenger trips on an annual basis from operating two modes of transit service – Demand Response and Commuter Park & Ride services. Services are operated via a third-party turnkey contract.

FBT has proven experience providing successful commuter service along the US I69 corridor for residents who commute long distances to employment centers such as the Texas Medical Center (TMC), the Galleria, and Greenway Plaza. Commuter service operates only during weekday peak periods, generally on 15 to 25-minute intervals. Limited mid-day service is available on the TMC route. Reverse commute services are available during limited times. FBT currently provides customer parking through shared arrangements with First Colony AMC Theatre and the University of Houston in Sugar Land and maintains a permanent facility at the County Fairgrounds in Rosenberg. Passenger amenities at these locations consist of basic bus shelters for waiting customers.

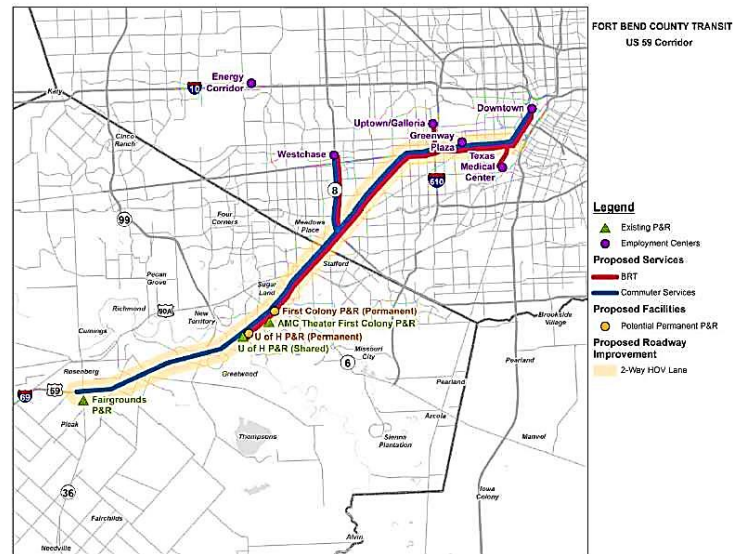
FBT will provide the new Downtown Houston service using a fleet of 28 new medium-duty cutaway buses which will include wheelchair lifts, fareboxes, bike racks, and security cameras. Each bus will include bike racks to promote healthy and sustainable first-and-last-mile transfers, and mobility lifts and wheelchair securement systems to ensure the service will promote accessibility for the disabled.

FIGURE 2 EXISTING FBT COMMUTER BUS



The Project's commuter service route is a part of a larger proposed package of US I69 corridor recommendations included in FBT's Long Range Plan. Figure 3 shows how the new commuter service (blue line) would relate to the existing and proposed transit system serving Fort Bend County.

FIGURE 3 FBT'S LONG-RANGE PLAN US-59 TRANSPORTATION RECOMMENDATIONS



2.3.2 DAILY AND ANNUAL TOTAL SERVICE AND REVENUE HOURS

The daily and annual totals of service hours (which include deadhead time) and revenue hours (when FBT will be carrying passengers) are shown below in Table 2.



Table 2 Downtown Service Revenue Hours

Description	Hours
Daily Service Hours	149
Annual Service Hours	38,000
Daily Revenue Hours	98
Annual Revenue Hours	24,900

2.3.3 PRIMARY AND ALTERNATE MARKETS FOR THE SERVICE

This service is being developed to provide Fort Bend County residents with direct access to Downtown Houston via transit. Commuters in the county are considered the primary market for this service. However, this service will provide a convenient and affordable service to non-commuting residents such as students, elderly, and disabled populations traveling to Downtown Houston during the week for school, recreational, or medical trips. Another alternate market for this service includes Downtown Houston residents who may reverse commute to the University of Houston Sugar Land or other nearby employers, schools, and medical facilities.

Economic opportunities, climate, cost of living, and a business-friendly environment have long attracted both immigrants and U.S. natives to the Houston-Galveston region and Fort Bend County. Thus, in addition to being the most diverse, Fort Bend has one of the youngest, wealthiest, and fastest-growing populations in both the region and the State. Fort Bend is an affluent county with a population that is both aging and growing more diverse, which could lead to an increase in low-income, transit-dependent residents. The communities surrounding Kendleton, areas along US 90A between Richmond and Rosenberg, and the northeastern corner of US 90A at SH6 in Sugar Land, contain the highest concentrations of elderly, low-income and minority residents in the county.

Fort Bend County's 17 cities and unincorporated areas have a combined population of approximately 733,000. Between 2000 and 2010, the county grew more than 65 percent, adding more than 230,000 residents. Based on the latest projections by H-GAC, Fort Bend County is expected to have almost 1.3 million people and 280,000 jobs by 2040. This trend suggests that the county is reaching the critical mass for higher capacity transit, meaning the types of service that can carry more people, with faster, more frequent service. Downtown Houston is a large driver of trips for the entire region. In 2015, Fort Bend County residents made over 32,000 trips per day to Downtown Houston. That number is projected to increase by 43 percent to over 46,000 trips per day in 2040.

2.3.4 FREQUENCY AND INTENDED HOURS OF DAILY TRANSIT SERVICE

FBT service will operate revenue service from 5:00 AM to 9:00 PM, Monday through Friday. The commuter service will operate at average peak headways of 8 minutes during morning and evening commute times, with limited mid-day service. A detailed service schedule is shown in Attachment B. The frequency of service will address peak commuting hours by providing the headways shown below.



- In the morning, 28 buses will depart from Fort Bend County every three to fifteen minutes (resulting in an average of 8-minute headways) between 5:00 AM and 9:00 AM.
- During the mid-day travel period (between 10:00 AM and 2:00 PM); buses will operate every hour with roundtrip service to Downtown Houston.
- Peak period service will resume at 3:15 PM until 9:00 PM with 28 buses operating every three to fifteen minutes from Downtown Houston to Fort Bend County.

The service will operate up to 252 service days per year. On average, existing FBC services operate 252 days per year, closing for 11 County-observed holidays. The financial plan presented in *Section 4* of this application reflects up to 252 days to account for fluctuations in the calendar and emergency event schedules. Emergency event allowances include prolonged traffic delays, inclement weather delays, and/or added emergency event services (such as hurricanes, floods, freezes, etc.).

2.3.5 DETAILED SERVICE SCHEDULE

Attachment A includes a map with proposed stop locations in Houston. A detailed service schedule is presented in Attachment B. The schedule shows the average passenger load projected before the COVID-19 quarantines, inbound and outbound timetables, and bus blocks for the 28 vehicles required to deliver the service.

At this time, no changes have been made to the schedule from the previous proposal submitted.

2.3.6 TRIP PURPOSES FOR THE PROJECT

During its 2017 Long Range Plan Survey, FBT found that while FBT's commuter service ridership is on the rise, significant demand still exists for new service to job centers in Harris County. Existing commuter service has been successful, but as the county continues to densify and develop, there is a growing need to expand and add new services supported by new Park & Ride locations, particularly along the rapidly growing US I 69, Westpark Tollway, and Fort Bend Parkway/FM 521 corridors. An analysis of travel demand combined with the survey results demonstrates significant demand for new transit service to Downtown Houston, notably from the Sugar Land area.

The FBT commuter routes currently offer limited reverse commute service utilizing the non-peak direction return trips of the buses. In response to the continually growing employment centers in the county, this project will provide a new opportunity to expand the number of reverse commute trips via connections to METRO service on the Houston end.

This Project is designed to meet those needs of workers either commuting from Fort Bend County to Downtown Houston or reverse commuting out to the County's employment or residential centers - such as the First Colony Mall area or the University of Houston Sugar Land campus area - from Downtown. The schedule has been designed to provide frequent service with short headways during peak morning and evening commute times. The service will also be a new convenient transit option for FBC residents looking to enjoy the amenities offered in Downtown Houston.



2.3.7 FARE STRUCTURE

A one-way ticket will cost four dollars (\$4.00), however, to accurately forecast farebox revenue, an average ticket price of \$3.70 has been used to account for the estimated 75 percent of riders who will take advantage of FBT's discounted fares (at a 10 percent discount) through the purchase of FBT's ticket books.

2.4 IMPLEMENTATION SCHEDULE

The planning phase of this new service is complete. The project does not require any environmental clearances. FBC has received funding to purchase the buses necessary to provide the service through project calls issued via H-GAC's Transportation Improvement Program Call. FBC has an existing contract in place for vehicle purchases, so no procurement process is necessary. It is expected that vehicles would be ordered in December 2020, and service will begin as early as October 2021.

The County has an existing turnkey contract to operate the service; therefore, only recruitment and training of drivers will be needed. From the time of H-GAC's funding commitment for service, Fort Bend County will begin work on promoting the new service to ensure that ridership will be successful upon implementation of the Project.

Table 3 below presents the Project's overall implementation schedule.

TABLE 3 PROJECT IMPLEMENTATION SCHEDULE

Estimated Date	Activity
July 1, 2020	Resubmission of CMAQ Application for Service to H-GAC
August 3, 2020	Notice of Approval for CMAQ Award for Service from H-GAC
September 8, 2020	Commissioner's Court Approval of Grant Award for Vehicle funds (FHWA Transfer to FTA Grant)
October 31, 2020	Finalization of Route Schedule & Stops
November 24, 2020	Approval of CMAQ Grant Award for Service from H-GAC by Commissioner's Court
December 1, 2020	Order 28 Buses (Delivery Time 6 to 8 months)
January 4, 2021	Begin Marketing Activities
January 5, 2021	Court Approval to amend AMC Lease for Extra Spaces beginning July 5, 2021
August 2, 2021	Schedules Printed and Marketing directed towards Service Launch
August 2, 2021 to August 31, 2021	Delivery of 28 Buses
September 30, 2021	Vehicles Titled, Licensed & Wrapped
October 4, 2021	Service Start Date



2.5 GUARANTEED RIDE HOME

All existing FBT commuter services are complemented with Guaranteed Ride Home services for registered passengers. This new route will also honor the Guaranteed Ride Home service. Guaranteed Ride Home service is free and provides commuters a way home in the event of a midday emergency. For eligibility, riders must be registered before needing the service. Registration is done by filling out a registration form and returning the form to Fort Bend County Public Transportation. The Guaranteed Ride Home service can be utilized up to three times per calendar year at no charge to a registered user. Users have the option of using more trips at their own expense.

2.6 PROJECT FEASIBILITY AND CHALLENGES

This Project is well-positioned to succeed and achieve the forecasted ridership and revenue targets during the three-year pilot period and beyond due to the primary factors below.

- **Operationally prepared for service start-up within 10 months of award (assuming award by December 2020)** – Due to the County’s existing turnkey contract to operate the service, established vehicle procurement process, and recently awarded marketing contract, upon notice to proceed, FBT will be ready to initiate pre-service implementation activities such as marketing, ordering buses, etc. and have trained drivers ready to implement this new service by October 2021.
- **Data-driven decisions** – Based on the 2014 TTI study and the 2017 FBT Long Range Plan, data analysis shows that the county, particularly the Sugar Land area, will continue to grow in the coming years, leading to an increase in demand for commuter transit service to the region’s largest employment destination, Downtown Houston. Population and employment projections from H-GAC show that this commuter route is a critical missing link in the region’s current transportation network. Without this project, the number of individual drivers will increase each year, adding to congestion and emissions throughout the H-GAC region.
- **Sound financial planning** – The five-year financial management plan presented in *Section 4 Finance and Management Plan* of this application outlines conservative ridership and revenue estimates ramping up over the first four years of service. To ensure the viability of the financial plan, the plan reflects adjustments recognizing ridership impacts from the COVID-19 quarantines. The County and the Downtown District will share the local match costs. Before submitting this application, the County has secured up to \$400,000 in CMAQ local match funding from its partner the Downtown District, and has committed to contribute local match funding. The financial systems of FBT are monitored and maintained by the Fort Bend County Auditor's Office in conjunction with the Fort Bend County Treasurer's Office. Outside auditors perform the federally required single audit and assess financial systems annually.
- **Marketing** – FBT plans to promote heavily the new service between the grant award and the anticipated revenue service start date of October 2021 to attract new riders. FBT has taken an impressive step towards creating an effective and engaging Marketing Plan by soliciting for a professional marketing or public relations firm. Request for Proposals was issued in September 2018, and FBT awarded a contract in April 2019. This contract includes market research, brand refinement, community outreach, and public relations as well as the opportunity to create specific sub-marketing plans for new services. This element



of the contract's scope will be utilized for this project. In addition, FBT plans to coordinate closely with H-GAC's Commute Solutions program.

- **An experienced project sponsor and service provider** – FBT currently operates three similar successful commuter service routes utilizing Federal, State, and Local funds, with annually growing ridership. It understands transit planning and operations and has access to the necessary resources to implement this Project within the timeframe presented in *Section 2.4 Implementation Schedule*. FBT will procure the necessary new vehicles and has experience doing so through its previous procurements of 50 similar vehicles.

FBT is led by a dynamic and experienced team of transportation professionals with a proven record of accomplishment of success in overseeing similar projects. Director Perri D'Armond was appointed in 2019 after having spent a year as Assistant Director. Ms. D'Armond began her career as a U.S. House of Representatives Legislative Assistant. Over 5 years she represented the office with stakeholder groups, analyzed policy and liaised and coordinated policy and proposed legislation between Members, stakeholder groups, and constituents. From there she spent the next 22 years representing and/or leading Economic Development Agencies and related activities in Houston and Fort Bend County. These activities included appointments to H-GAC's Technical Advisory Committee and Transportation Air Quality Subcommittee as well as being in on the ground floor of Transportation Management Organization Development and services. Yvette Maldonado, Assistant Director, has over 15 years of experience in planning, compliance, and project and grants management of which 10 years have been in public transportation. Kevin Thompson, Operations Manager, who has seventeen years in the transportation industry, with fourteen of those years being in operations management serving the greater Dallas-Fort Worth area along with Austin-Bergstrom International Airport; Russell Gerami serves as the Operations Supervisor and has over 32 years of experience in transit operations. Pamela LeBrane came aboard as Finance & Administration Manager in 2019. Pamela has a Bachelor of Science Degree in Accounting and is a licensed CPA in the State of Texas. With over 20 years of accounting, auditing, and project management experience she is well equipped to ensure that grant management requirements are maintained.

With this outstanding team, together, with the financial contributions and planning input from its partner, the Downtown District, FBT is poised to operate a successful new commuter service. Like any new transit service, the Project will face challenges, but FBC has planned accordingly to mitigate these challenges as evidenced below:

- **Schedule** – FBT anticipates launching this service in October of 2021. While addressing H-GAC concerns after its initial submittal, the COVID-19 pandemic resulted in further delays. We have addressed H-GAC concerns with this reapplication by adjusting ridership forecasts and financial plans relative to the quarantining currently underway plus adjusting both to allow for business closures and additional quarantining should it occur. We should be able to meet the launch schedule with the next key milestone being CMAQ funding for operational activities via the award of this application. While we don't anticipate any further delays at this point, it is always possible that issues associated with the vehicle manufacturers could delay vehicle deliveries and result in a delay for the start of service. At this time, the County does not foresee any issues with its vehicle orders and would begin all necessary activities to get this project underway upon notice to proceed from HGAC.



- **Vehicles** - Fort Bend County has received funds to purchase the buses for this service. These funds were received through H-GAC's TIP project call. The FTA grant application process for these funds has begun. Buses will be ordered once there is a firm commitment from H-GAC on this application.
- **AMC Theatre Park & Ride Capacity** – FBT will operate this new service from its existing First Colony Mall AMC Theatre Park & Ride facility in Sugar Land, which is a leased facility. The lease agreement for this facility has provisions for access to additional parking spaces. A draft amendment triggering these provisions has been prepared and will be submitted to AMC Theatre Management once a firm commitment on this application is received from H-GAC. FBT will also be submitting to AMC Theatre Management a request to renew the agreement through June 2024. A permanent facility will ultimately be needed and as part of our long-range planning, efforts have begun to partner with the University of Houston Sugar Land to construct a permanent park and ride near the existing park and ride on their campus. Funding applications for the planning activities as well as design and construction activities are being submitted as funding streams become available.

2.7 MULTIAGENCY AND PRIVATE PARTNERSHIP

The Fort Bend County to Downtown Houston service will be provided via a partnership between Fort Bend County and the Houston Downtown Management District (Downtown District). Since the Downtown District began its revitalization efforts in 1995, it has facilitated many of the public and private projects that have transformed Downtown into the vibrant urban metropolis it is today. To accelerate the renewal of the city's urban core when the Downtown District was first formed, it identified a set of key goals and guiding principles:

- Building a lasting constituency for downtown;
- Recruiting investors, retailers, and tenants;
- Making downtown clean, safe, and attractive.

The Downtown District will become a partner in this Project by providing up to \$400,000 to be used as a local match for the project. The Downtown District is supportive of the Project's objective to create new transit choices for its Downtown residents to reverse commute to the suburbs and to bring workers into Downtown via commuter bus service, eliminating the need for additional expensive downtown parking structures.

The Downtown District has experience in partnering with transit providers like FBT to ensure the region's CBD is being served by a variety of interconnected transit systems. It has worked closely with METRO to restructure its bus network to provide more service for extended hours, seven days per week, and has found that although METRO provides several commuter bus lines into Downtown, there remain underserved areas emerging as the region expands its urbanized footprint. The District is no stranger to coordinating transit Downtown. In 2012, the District launched the Greenlink service through a partnership between the District, BG Group, and Houston First Corporation. The Greenlink is a free bus service spanning 1.5-miles with 18 stops to connect major offices to METRO transit, the Convention Center, and other major destinations around the CBD.



3 MARKETING PLAN

3.1 CURRENT MARKETING AND OUTREACH

Current marketing and outreach for the Fort Bend County Public Transportation Department include an active website that details information on the transportation services provided by the County (demand response, commuter Park & Ride, ADA accessibility) and more. Passenger guidelines and route schedules, accessible through the website, gives detailed information on how riders can access services. The County utilizes newspaper and other paper media to share information to promote new transportation services and routinely participates in area job fairs, business expos, and events to disseminate transit service information.

3.2 FUTURE MARKETING AND OUTREACH

FBT recognized it could elevate its marketing process and attain new approaches to promoting and advertising existing and new services. To accomplish this, the County released a request for proposals in September 2018 and awarded a contract in April 2019 to Vesta Rea & Associates, LLC for professional transit marketing and public relations services. Vesta Rea & Associates has over 30 years of experience in similar activities and has assisted other transit agencies such as METRO. Their scope includes the development of an overall marketing plan for FBT's services as well as the development of a sub-marketing plan for new services as they are implemented. Upon approval of this application by H-GAC, FBT will issue a work authorization for the development of a marketing plan for this project.

The Marketing Plan for the Downtown Houston Commuter service is slated to be the first new project handled under this contract's scope of services. After CMAQ, routine marketing costs will be absorbed within FBT's general \$150,000 annual marketing budget. We anticipate Year 1 activities for this service to include the following elements:

- Design and printing of tickets - \$3,500
- Press Releases - \$1,000
- Community Outreach event(s) - \$8,000
- Newspaper advertisements - \$2,500
- Creations, editing, and production of Radio Advertising Spot(s) - \$22,000

We also plan to work with the Commute Solutions team to take advantage of the transportation demand management programs available.

4 FINANCE AND MANAGEMENT PLAN

Fort Bend County has a high degree of confidence in the operating costs budgeted, and ridership estimates developed for this Project.

The County developed the operating costs based on its current contracted hourly rate. Attachment B presents the requested Five-Year Financial Plan for the Project. The table includes all line items requested in H-GAC's CMAQ Commuter and Transit Service Pilot Project Call for Projects Requests for Applications (RFA) as well as the changes requested after the project review including the addition of fuel costs and park and ride costs.



Fort Bend County is requesting \$2 million in CMAQ funding over two years for operations of the new commuter bus service as well as fuel costs. If awarded, CMAQ funds will contribute to 80 percent of the operating costs in year one and 35% in year two. For year two and thereafter, federal Section 5307, Section 5311, and local county generated revenue funds will be used to cover project operations. The budget attached represents the five-year scenario.

During the first two years of the CMAQ pilot program, the remaining funding for operations will be contributed locally between the County and its partner, the Downton District. After the pilot program ends, the County will provide the local match to the federal formula funds for continued operations from county general revenue resources and partnerships.

The cost of marketing is not escalated and it is anticipated that the project will need a slightly smaller amount of marketing each year as the service becomes more established, eliminating the need for inflation in the budget line item.

The price of the lot lease payment to the AMC Theatre lot is inflated by almost 5% each year.

Year 1 includes start-up costs for the AMC Park and Ride lot which includes a tent, benches, bus stop signage, and a literature board.

The one-way fare will be \$4.00; however, the farebox revenue has been calculated assuming that all trips will take advantage of the 10 percent discount on tickets through the purchase of FBT ticket books. To account for this, an average fare price of \$3.60 has been used to conservatively estimate the farebox revenues.

Operating expenses have been escalated at a rate of three percent each year to account for inflation. The operating total shown in the table represents the existing FBC turnkey contracted rate multiplied by the service hours. Year Two - Five of the budget is showing that the service costs will be incorporated into the 5307/5311 Spending Plan and will follow Fort Bend County's Urban/Rural Cost Allocation.

While Transportation Development Credits (TDC) are not shown in this budget, if available, FBT would like to request TDCs in lieu of local match, allowing the County to use cash match for sustained and continued operations beyond Year 5.

5 AIR QUALITY IMPROVEMENT

This new commuter bus service Project will contribute to a reduction in emissions and traffic congestion, improving the air quality throughout the H-GAC region. By offering commuters from Fort Bench County and Downtown Houston the opportunity to ride transit, this project will reduce emissions by taking cars off the road. The Project will help reduce congestion along the Southwest Freeway and on the downtown collector streets.

All the requested data for H-GAC to complete its emission study are below in the Route Information table provided by H-GAC for this application.



APPLICATION ROUTE INFORMATION	
Route Name: Fort Bend County – Downtown Houston Commuter Express Bus Service	
Number of Buses Operating on Route	28 Buses
One-way Distance of Entire Route	24 miles
Estimated Average Passenger Trip Length	23 miles
Number of Total Vehicles Miles Travelled Daily	2,712
Deadhead (Non-Revenue Miles) Travelled Daily	2,825
Number of Annual Service Days	252

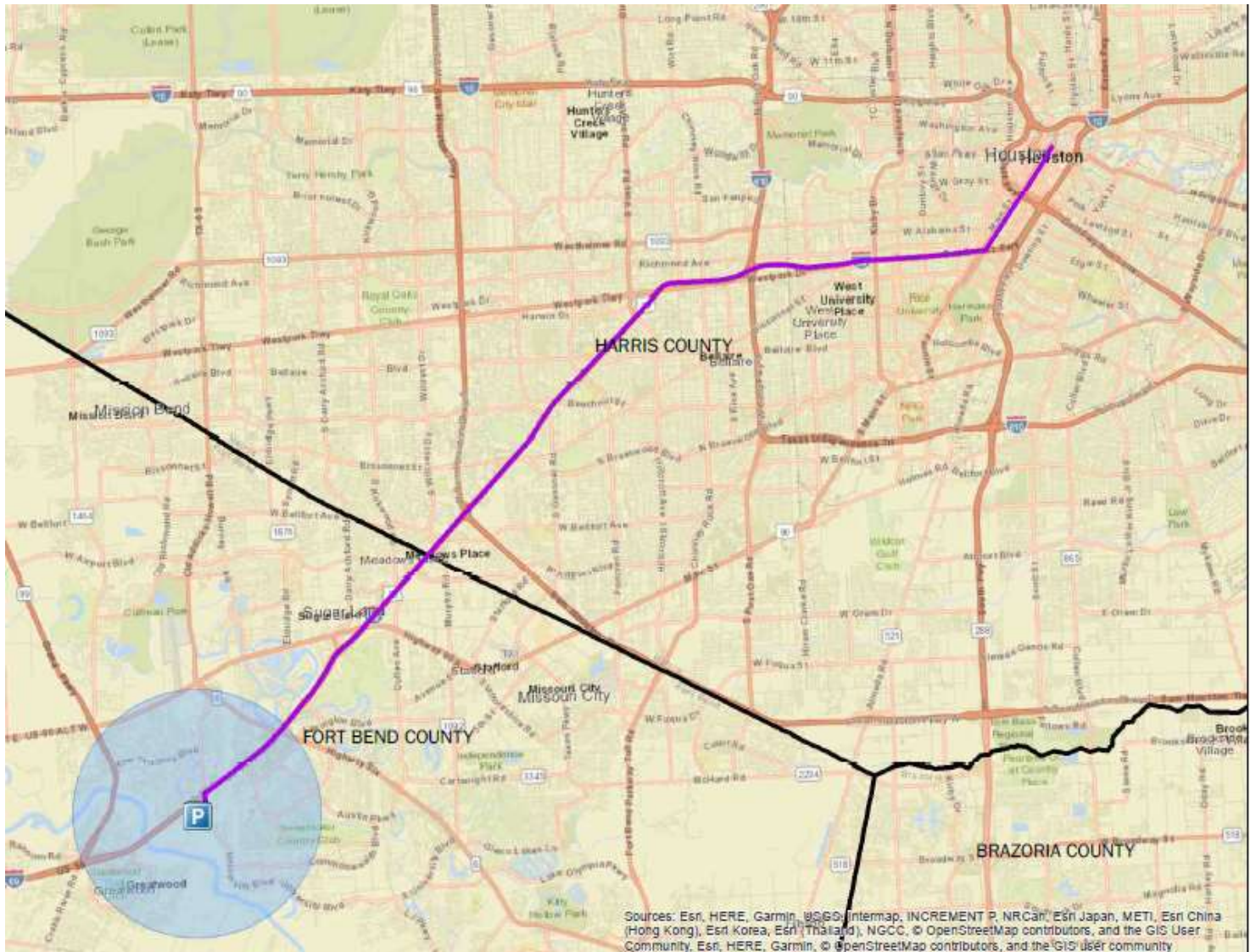
Distance (as traveled by the transit vehicle from the beginning of the route to every proposed stop):

Stop #	Name	Distance (miles)	Stop #	Name	Distance (miles)
1 Terminus	AMC Theatre Park & Ride		9 (OB)	Congress & Caroline (OB)	.12
2 (IB)	Louisiana & Jefferson (IB)	22.5	10 (OB)	Congress 7 Main (OB)	.18
3 (IB)	Louisiana & Clay (IB)	.25	11 (OB)	Congress & Smith (OB)	.25
4 (IB)	Louisiana & McKinney (IB)	.25	12 (OB)	Smith & Prairie (OB)	.13
5 (IB)	Louisiana & Texas (IB)	.19	13 (OB)	Smith & Walker (OB)	.25
6 (IB)	Louisiana & Congress (IB)	.25	14 (OB)	Smith & Polk (OB)	.27
7 (IB)	Franklin & Main (IB)	.25	15 (OB)	Smith & Pease (OB)	.23
8 (IB)	Franklin & Austin (IB)	.25	16 Terminus	AMC Theatre Park & Ride	22.5

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Ridership Projections²	172,368	236,880	279,972	322,812	430,416	1,418,040

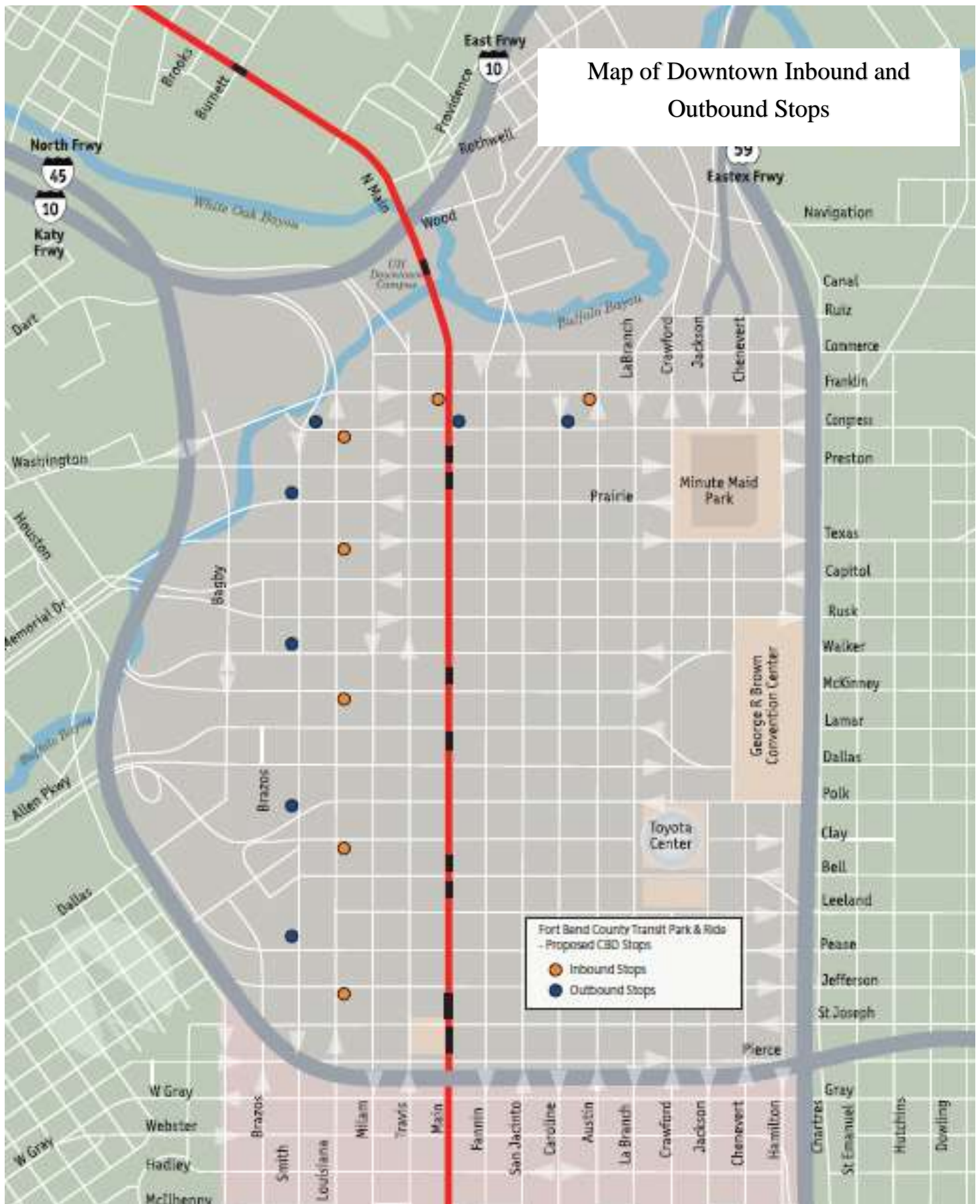
² Number have been rounded.

ATTACHMENT A - PILOT PROJECT MAP(S) & SERVICE ROUTES



Map of Project Route with 2.5-Mile
Commuter Catchment

Map of Downtown Inbound and Outbound Stops





ATTACHMENT B - DETAILED SERVICE SCHEDULE

AM Peak Service

Average Passenger Load	Bus Trip No.	Inbound from FBC	Bus Trip #	P&R Lot in FBC	CBD Stop First	CBD Stop Last	Rev Bus Trip#	from Central Houston	Bus Block
12	1	→	1	5:00 AM	5:40 AM	5:53 AM	→	1	1
	R1	←		6:33 AM		5:58 AM	R1	←	1
12	2	→	2	5:15 AM	5:55 AM	6:08 AM	→	2	2
	R2	←		6:48 AM		6:13 AM	R2	←	2
12	3	→	3	5:30 AM	6:10 AM	6:23 AM	→	3	3
	R3	←		7:03 AM		6:28 AM	R3	←	3
24	4	→	4	5:45 AM	6:25 AM	6:38 AM	→	4	4
	R4	←		7:18 AM		6:43 AM	R4	←	4
24	5	→	5	6:00 AM	6:40 AM	6:53 AM	→	5	5
	R5	←		7:33 AM		6:58 AM	R5	←	5
24	6	→	6	6:10 AM	6:50 AM	7:03 AM	→	6	6
	R6	←		7:43 AM		7:08 AM	R6	←	6
24	7	→	7	6:20 AM	7:00 AM	7:13 AM	→	7	7
	R7	←		7:53 AM		7:23 AM	R7	←	7
24	8	→	8	6:30 AM	7:10 AM	7:23 AM	→	8	8
	R8	←		8:03 AM		7:28 AM	R8	←	8
24	9	→	9	6:35 AM	7:15 AM	7:28 AM	→	9	9
	R9	←		8:18 AM		7:43 AM	R9	←	9
24	10	→	10	6:40 AM	7:20 AM	7:33 AM	→	10	10
	R10	←		8:23 AM		7:48 AM	R10	←	10
24	11	→	11	6:45 AM	7:25 AM	7:38 AM	→	11	11
	R11	←		8:28 AM		7:53 AM	R11	←	11
24	12	→	12	6:50 AM	7:30 AM	7:43 AM	→	12	12
	R12	←		8:33 AM		7:58 AM	R12	←	12
24	13	→	13	6:55 AM	7:35 AM	7:48 AM	→	13	13
	R13	←		8:38 AM		8:03 AM	R13	←	13
24	14	→	14	6:58 AM	7:38 AM	7:51 AM	→	14	14
	R14	←		8:41 AM		8:06 AM	R14	←	14
27	15	→	15	7:00 AM	7:40 AM	7:53 AM	→	15	15
	R15	←		8:43 AM		8:08 AM	R15	←	15
27	16	→	16	7:05 AM	7:45 AM	7:58 AM	→	16	16
	R16	←		8:48 AM		8:13 AM	R16	←	16
27	17	→	17	7:06 AM	7:46 AM	7:59 AM	→	17	17
	R17	←		8:51 AM		8:16 AM	R17	←	17
27	18	→	18	7:08 AM	7:48 AM	8:01 AM	→	18	18
	R18	←		8:53 AM		8:18 AM	R18	←	18
27	19	→	19	7:11 AM	7:51 AM	8:04 AM	→	19	19
	R19	←		8:56 AM		8:21 AM	R19	←	19
24	20	→	20	7:14 AM	7:54 AM	8:07 AM	→	20	20
	R20	←		8:59 AM		8:24 AM	R20	←	20
27	21	→	21	7:16 AM	7:56 AM	8:09 AM	→	21	21
	R21	←		9:01 AM		8:26 AM	R21	←	21
27	22	→	22	7:18 AM	7:58 AM	8:11 AM	→	22	22
	R22	←		9:03 AM		8:28 AM	R22	←	22
24	23	→	23	7:20 AM	8:00 AM	8:13 AM	→	23	23
	R23	←		9:05 AM		8:30 AM	R23	←	23
27	24	→	24	7:22 AM	8:02 AM	8:15 AM	→	24	24
	R24	←		9:07 AM		8:32 AM	R24	←	24
27	25	→	25	7:26 AM	8:06 AM	8:19 AM	→	25	25
	R25	←		9:11 AM		8:36 AM	R25	←	25
24	26	→	26	7:29 AM	8:09 AM	8:22 AM	→	26	26
	R26	←		9:14 AM		8:39 AM	R26	←	26
27	27	→	27	7:31 AM	8:11 AM	8:24 AM	→	27	27
	R27	←		9:16 AM		8:41 AM	R27	←	27
27	28	→	28	7:36 AM	8:16 AM	8:29 AM	→	28	28
	R28	←		9:21 AM		8:46 AM	R28	←	28
27	29	→	29	7:39 AM	8:19 AM	8:32 AM	→	29	29
	R29	←		9:24 AM		8:49 AM	R29	←	29
24	30	→	30	7:41 AM	8:21 AM	8:34 AM	→	30	30
	R30	←		9:26 AM		8:51 AM	R30	←	30
27	31	→	31	7:44 AM	8:24 AM	8:37 AM	→	31	31
	R31	←		9:29 AM		8:54 AM	R31	←	31
24	32	→	32	7:47 AM	8:27 AM	8:40 AM	→	32	32
	R32	←		9:32 AM		8:57 AM	R32	←	32
24	33	→	33	7:50 AM	8:30 AM	8:43 AM	→	33	33
	R33	←		9:35 AM		9:00 AM	R33	←	33
24	34	→	34	8:00 AM	8:40 AM	8:53 AM	→	34	34
	R34	←		9:38 AM		9:03 AM	R34	←	34
24	35	→	35	8:15 AM	8:55 AM	9:08 AM	→	35	35
	R35	←		9:40 AM		9:15 AM	R35	←	35
12	36	→	36	8:30 AM	9:10 AM	9:23 AM	→	36	36
	R36	←		9:45 AM		9:20 AM	R36	←	36
12	37	→	37	8:45 AM	9:25 AM	9:38 AM	→	37	37
	R37	←		9:50 AM		9:25 AM	R37	←	37
12	38	→	38	9:00 AM	9:40 AM	9:53 AM	→	38	38
	R38	←		9:55 AM		9:30 AM	R38	←	38

876 AM Passenger Boardings Inbound

Mid-Day Service

Average Passenger Load	Bus Trip No.	Inbound from FBC	Bus Trip #	P&R Lot in FBC	CBD Stop First	CBD Stop Last	Rev Bus Trip#	from Central Houston	Bus Block
6	32	→	32	10:00 AM	10:35 AM	10:48 AM	→	32	8
	R14	←		11:28 AM		10:53 AM	R14	←	8
6	33	→	33	12:00 PM	12:35 PM	12:48 PM	→	33	8
	R15	←		1:28 PM		12:53 PM	R15	←	8
10	34	→	34	2:00 PM	2:35 PM	2:48 PM	→	34	8
	R16	←		3:28 PM		2:53 PM	R16	←	8

22 Midday Passenger Boardings Inbound

PM Peak Service

Average Passenger Load	Bus Trip No.	Inbound from FBC	Bus Trip #	P&R Lot in FBC	CBD Stop First	CBD Stop Last	Rev Bus Trip#	from Central Houston	Bus Block
12	1	→	1	3:15 PM	3:28 PM	4:03 PM	→	1	1
	R1	←		4:53 PM		4:08 PM	R1	←	1
12	2	→	2	3:30 PM	3:43 PM	4:18 PM	→	2	2
	R2	←		5:08 PM		4:23 PM	R2	←	2
12	3	→	3	3:45 PM	3:58 PM	4:33 PM	→	3	3
	R3	←		5:23 PM		4:38 PM	R3	←	3
12	4	→	4	4:00 PM	4:13 PM	4:48 PM	→	4	4
	R4	←		5:38 PM		4:53 PM	R4	←	4
12	5	→	5	4:10 PM	4:23 PM	4:58 PM	→	5	5
	R5	←		5:48 PM		5:03 PM	R5	←	5
12	6	→	6	4:20 PM	4:33 PM	5:08 PM	→	6	6
	R6	←		5:58 PM		5:13 PM	R6	←	6
12	7	→	7	4:30 PM	4:43 PM	5:18 PM	→	7	7
	R7	←		6:08 PM		5:23 PM	R7	←	7
24	8	→	8	4:35 PM	4:48 PM	5:23 PM	→	8	21
	R8	←		6:18 PM		5:33 PM	R8	←	21
24	9	→	9	4:40 PM	4:53 PM	5:28 PM	→	9	9
	R9	←		6:25 PM		5:40 PM	R9	←	9
16	10	→	10	4:45 PM	4:58 PM	5:33 PM	→	10	10
	R10	←		6:30 PM		5:45 PM	R10	←	10
16	11	→	11	4:47 PM	5:00 PM	5:35 PM	→	11	22
	R11	←		6:32 PM		5:50 PM	R11	←	22
24	12	→	12	4:49 PM	5:02 PM	5:37 PM	→	12	11
	R12	←		6:34 PM		5:52 PM	R12	←	11
24	13	→	13	4:52 PM	5:05 PM	5:40 PM	→	13	12
	R13	←		6:37 PM		5:55 PM	R13	←	12
24	14	→	14	4:54 PM	5:07 PM	5:42 PM	→	14	23
	R14	←		6:39 PM		5:57 PM	R14	←	23
24	15	→	15	4:57 PM	5:10 PM	5:45 PM	→	15	13
	R15	←		6:42 PM		6:00 PM	R15	←	13
27	16	→	16	5:00 PM	5:13 PM	5:48 PM	→	16	14
	R16	←		6:45 PM		6:03 PM	R16	←	14
27	17	→	17	5:02 PM	5:15 PM	5:50 PM	→	17	24
	R17	←		6:47 PM		6:05 PM	R17	←	24
27	18	→	18	5:05 PM	5:18 PM	5:53 PM	→	18	15
	R18	←		6:50 PM		6:08 PM	R18	←	15
27	19	→	19	5:08 PM	5:21 PM	5:56 PM	→	19	1
	R19	←		6:53 PM		6:11 PM	R19	←	1
27	20	→	20	5:10 PM	5:23 PM	5:58 PM	→	20	25
	R20	←		6:55 PM		6:13 PM	R20	←	25
27	21	→	21	5:13 PM	5:26 PM	6:01 PM	→	21	16
	R21	←		6:58 PM		6:16 PM	R21	←	16
27	22	→	22	5:16 PM	5:29 PM	6:04 PM	→	22	17
	R22	←		7:01 PM		6:19 PM	R22	←	17
27	23	→	23	5:19 PM	5:32 PM	6:07 PM	→	23	26
	R23	←		7:04 PM		6:22 PM	R23	←	26
27	24	→	24	5:22 PM	5:35 PM	6:10 PM	→	24	18
	R24	←		7:07 PM		6:25 PM	R24	←	18
27	25	→	25	5:25 PM	5:38 PM	6:13 PM	→	25	2
	R25	←		7:10 PM		6:28 PM	R25	←	2
27	26	→	26	5:28 PM	5:41 PM	6:16 PM	→	26	27
	R26	←		7:13 PM		6:31 PM	R26	←	27
27	27	→	27	5:31 PM	5:44 PM	6:19 PM	→	27	19
	R27	←		7:16 PM		6:34 PM	R27	←	19
24	28	→	28	5:34 PM	5:47 PM	6:22 PM	→	28	20
	R28	←		7:19 PM		6:37 PM	R28	←	20
24	29	→	29	5:37 PM	5:50 PM	6:25 PM	→	29	28
	R29	←		7:22 PM		6:40 PM	R29	←	28
24	30	→	30	5:40 PM	5:53 PM	6:28 PM	→	30	3
	R30	←		7:25 PM		6:43 PM	R30	←	3
24	31	→	31	5:50 PM	6:03 PM	6:38 PM	→	31	4
	R31	←		7:28 PM		6:46 PM	R31	←	4
16	32	→	32	6:00 PM	6:13 PM	6:48 PM	→	32	5
	R32	←		7:33 PM		6:51 PM	R32	←	5
16	33	→	33	6:10 PM	6:23 PM	6:58 PM	→	33	6
	R33	←		7:38 PM		6:56 PM	R33	←	6
16	34	→	34	6:20 PM	6:33 PM	7:08 PM	→	34	7
	R34	←		7:43 PM		7:01 PM	R34	←	7
12	35	→	35	6:30 PM	6:43 PM	7:18 PM	→	35	9
	R35	←		7:48 PM		7:06 PM	R35	←	9
12	36	→	36	6:45 PM	6:58 PM	7:33 PM	→	36	1



ATTACHMENT D - FIVE-YEAR FINANCIAL AND MANAGEMENT PLAN SPREADSHEET

TITLE	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
1. Days of Service per Year (Avg.)	252	252	252	252	252	1,260
2. Daily Passengers (unlinked trips)	684	940	1,111	1,281	1,710	5,724
3. Annual Passengers	172,368	236,880	279,972	322,812	430,416	1,442,448
4. Daily Passenger Miles	16,416	22,560	26,664	30,744	40,992	137,376
5. Annual Passenger Miles	4,136,832	5,685,120	6,719,328	7,747,488	10,329,984	173,093,760
6. Daily Service Hours	149	149	149	149	149	
7. Annual Service Hours	38,000	38,000	38,000	38,000	38,000	
Hourly Service Rate	51.78	53.17	54.77	56.41	58.10	
8. Operating Expenses	\$1,967,640	\$2,020,460	\$2,081,260	\$2,143,580	\$2,207,800	\$10,420,740
9. Fuel Expenses	\$384,632	\$384,632	\$384,632	\$384,632	\$384,632	\$1,923,158
10. Marketing Expenses	\$37,000	\$33,500	\$30,000	\$25,000	\$20,000	\$145,500
11. Parking Lot Lease	\$6,086	\$6,345	\$6,639	\$6,969	\$7,317	\$33,358
12. Park and Ride Start-Up Costs (One Time Cost Only)	\$17,250	- -	- -	- -	- -	\$17,250
13. Total Gross Expense	\$2,412,608	\$2,444,937	\$2,502,531	\$2,560,181	\$2,619,749	\$12,540,006
14. Fare Charged (average)	\$3.60	\$3.60	\$3.60	\$3.60	\$3.60	
15. Farebox Revenue (annual passengers times average fare)	\$620,525	\$852,768	\$1,007,899	\$1,162,123	\$1,549,498	\$5,192,813
16. Net Expenses (Line 11 less Line 13)	\$1,792,083	\$1,592,169	\$1,494,632	\$1,398,057	\$1,070,251	\$7,347,193
17. CMAQ Funding Levels in Percentage	80%	36%	0.00%	0%	0%	N/A
18. CMAQ Funding in Dollars	\$1,433,667	\$566,333	\$0	\$0	\$0	\$2,000,000
19. Local Funding Level in % (FBC)	10%	15%	18%	17%	15%	N/A
20. Local Funding Level in Dollars (FBC)	\$179,208	\$235,844	\$270,428	\$243,907	\$159,498	\$1,088,885.00
21. Local Funding Level in % (Downtown District)	10%	15%	18%	17%	15%	N/A
22. Local Funding Level in Dollars (Downtown District)	\$179,208	\$235,843	\$270,430	\$243,908	\$159,499	\$1,088,888.00
23. Other Federal Funding in % (5307)	0%	33%	61%	62%	67%	N/A
24. Other Federal Funding in dollars (5307)	\$-	\$526,443.00	\$906,086.00	\$864,732.00	\$713,693.00	\$3,010,954.00
25. Other Federal Funding in % (5311)	0%	2%	3%	3%	4%	N/A
26. Other Federal Funding in dollars (5311)	\$-	\$27,709.00	\$47,689.00	\$45,513.00	\$37,564.00	\$158,475.00
27. Total Funding in Dollars	\$1,792,083	\$1,592,172	\$1,494,633	\$1,398,060	\$1,070,254	\$7,347,202



ATTACHMENT E- LETTERS OF FINANCIAL COMMITMENT



909 Fannin, Suite 1650
Houston, Texas 77010
TEL 713.650.3022
FAX 713.650.1484
downtowndistrict.org
downtownhouston.org

October 13, 2020

Mr. Alan C. Clark
Metropolitan Planning Organization Director
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027

RE: TIP Application for Operation of Fort Bend Park & Ride Service to Downtown Houston

Dear Mr. Clark:

For continued consideration of TIP funding per the application from Fort Bend County, the Downtown District is pleased to provide this update to its original letter of support, dated October 11, 2018, and the local match funding commitment. The Downtown District Board of Directors authorized execution of the interlocal agreement with Fort Bend County this past Thursday, October 8, 2020, including the first annual installment of \$150,000.

Since 2010, the Downtown District and Fort Bend County Public Transportation have been engaged in collaboration to determine the best means of providing seamless Park & Ride service from Fort Bend County to Downtown Houston. The funds previously awarded in this application will assist in the implementation of commuter transit service from Fort Bend County to Downtown Houston.

The Downtown District's current (2016-2020) and (2021-2025) future service plans incorporate financial support for the proposed service. The Downtown District has committed to provide local match funding support up to \$450,000 for this specific Park & Ride service operation.

Fort Bend County Public Transportation is a model for coordination within the region and we welcome the opportunity to support their program. They demonstrate commitment and determination to create real, positive, and enduring benefits for the residents of the region.

Best regards,

Robert M. Eury
Executive Director

Cc: Paulette Shelton, Fort Bend County Public Transportation
Cc: Lonnie Hoogebom, Downtown Management District



**ATTACHMENT E - TERMS AND CONDITIONS**

By applying, the respondent agrees that it has read and fully intends to comply with the terms and conditions contained in this solicitation document as applicable to any subsequent contract or funding agency requirements or agreements.

A. H-GAC Terms and Conditions

1. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.
2. All materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a
3. part of an application, are considered public information, unless otherwise noted in the application itself as a trade secret or proprietary information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. H-GAC is not responsible for the return of creative examples of work submitted.
4. H-GAC will not be held accountable if material from responses is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.
5. Contract Termination:

a. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Applicant whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Applicant and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Applicant shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Applicant, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Consultant may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Consultant may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

b. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement so that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his

designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

A. Right and Privileges

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisitions Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to the Federal Rule above, when federal funds are expended by the Houston-Galveston Area Council, the Houston-Galveston Area Council reserves all rights and privileges under the applicable laws and regulations with respect to this agreement in the event of breach of contract by either party.

C. Anti-Competitive Behavior

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade.

Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of the Evaluation Committee) for the purposes of influencing consideration of any application.

D. Interpretation of Specifications

The specifications and/or product references contained herein are intended to be descriptive rather than restrictive. H-GAC is requesting application which meets its requirements. Specific services and collection references may be included in this RFA for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this RFA

E. Ownership of Materials

Ownership of all data, materials and documentation originated and prepared for H-GAC pursuant to this RFA and the resulting contract will belong exclusively to H-GAC.

F. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than

Executive Order 12549. Respondent certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that during the Term of the Agreement, the Respondent certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to the Houston-Galveston Area Council if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Houston-Galveston Area Council may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the Houston-Galveston Area Council knows the certification is erroneous.

H. Conflict of Interest Questionnaire (If awarded a contract)

Chapter 176 of the Texas Local Government Code requires contractors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions is located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. The CIQ must be completed and filed with an application response if an employment or business relationship defined in the law exists.

I. Certificate of Interested Parties Form – Form 1295 (If awarded a contract)

Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A copy of the filed form must be provided to H-GAC with the response.

J. H-GAC Responsibilities

H-GAC is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the RFA and attachments will be posted on the H-GAC website as often as possible. Visit <http://www.h-gac.com/purchasing> to access the RFA page. H-GAC has sole discretion and reserves the right to cancel this RFA or to reject any or all applications received prior to the contract award. H-GAC reserves the right to waive any formalities concerning this RFA, or to reject any or all applications or any part thereof.

K. Title VI Requirements

The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

L. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

M. ADA Accessibility

Federal Transit Administration (FTA) regulations with respect to the Americans with Disabilities Act (ADA) apply to all potential applications associated with this Request for Applications. Technological innovations in mobility, specifically developed by Transportation Networking Companies (TNC)’s and others should be balanced with basic adherence to civil rights as it applies to access to transportation for persons with disabilities.

N. Compliance with Federal Law, Regulations, and Executive Orders

Respondent’s attention is called to the fact that any contract between H-GAC and the selected respondent(s) will be subject to financial assistance contracts between the H-GAC and various State or Federal agencies various State or Federal agencies. The contract to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The successful respondent will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations, including those regulations which must be documented in the application, as indicated the Application Contents section of this RFP. Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

O. Byrd-Anti Lobbying Amendment

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Respondent agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the Respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Respondent shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- (3) Respondent shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

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

P. Clean Air and Water Pollution Control Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Respondent certifies that during the term and after the awarded term of the agreement, that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Q. Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts

Respondent certifies that Respondent is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

R. Compliance with Energy Policy and Conservation Act

Respondent certifies that Respondent will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

S. Procurement of Recovered Materials

The Houston-Galveston Area Council and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

T. Copeland "Anti-Kickback" Act (Add if Budget over \$100k)

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

U. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

V. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

W. Management Plans/Consortiums, etc.

Consortiums, joint ventures, or teams submitting applications will not be considered responsive to this RFA unless they have demonstrated in a management plan that all contractual responsibility rests solely with The Project Sponsor of the team. A duly authorized official of the Project Sponsor must sign the cover letter and other pertinent certifications.

X Insurance

Respondent must provide professional liability, general liability and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Respondent must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Respondent's employees or agents are covered by sufficient automobile liability insurance. Respondent further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Respondent at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

Y. Drug-Free Workplace

Respondent must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy upon contract award.

Z. Publicity

Any publicity released by the Respondent giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with pre-approval of H-GAC.

AA. Applicability to Subcontractors

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this procurement solicitation will be bound by the foregoing terms and conditions.