

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR MARKETING SERVICES

(Pursuant to RFP 24-021)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Vesta Rea & Associates, LLC ("Vesta Rea"), a Texas corporation. County and Vesta Rea may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, County desires for Vesta Rea to provide marketing services for the public transportation department pursuant to RFP 24-021; and

WHEREAS, Vesta Rea represents that it is qualified and desires to perform such services for County; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to the marketing services provided by Vesta Rea for the public transportation department pursuant to RFP 24-021 (the "Services").
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by Vesta Rea and its subcontractors in accordance with the terms of this Agreement. References to the terms "Agreement" in this Agreement shall include references to all exhibits attached hereto.
 - (a) Vesta Rea's proposal in response to RFP 24-021 ("Vesta Rea's Proposal") attached hereto as "Exhibit A."
 - (b) Subcontractor replacement letter attached hereto as "Exhibit B."
 - (c) RFP 24-021 attached hereto as "Exhibit C."

4. Scope of Work.

- (a) Vesta Rea shall provide marketing services in accordance with the terms, provisions and plans as provided in Exhibits A and C attached hereto (the "Scope of Work").
- (b) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. Time of Performance

The time for performance of the Scope of Services by Vesta Rea shall be a five (5) year term effective upon execution and ending no later than September 30, 2029. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County. This Agreement shall not renew automatically.

Services described in a written and executed Work Authorization shall be completed in accordance with the schedules provided in the Work Authorization or within such additional time as may be extended in writing by the County.

6. Work Authorizations

- (a) County will issue Work Authorizations to authorize all work provided by Vesta Rea under this Agreement. Vesta Rea must sign and return a Work Authorization to the Director of Public Transportation within fourteen (14) working days after receipt. Refusal of Vesta Rea to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- (b) This Agreement authorizes the Director of Public Transportation to execute and approve all Work Authorizations on behalf of the County.
- (c) Each Work Authorization shall specify the types of Services to be performed and shall include: a period of performance with a beginning and ending date; a full description of the work to be performed; a project or work schedule with milestones; a cost not to exceed amount; and a Work Authorization budget calculated using rates set forth in Exhibit A.
- (d) Vesta Rea shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.

- (e) Vesta Rea shall not provide any Services under this Agreement or begin any work until authorized by County in a fully executed Work Authorization. County will not pay any items of cost that are not included in a fully executed Work Authorization. Costs incurred by Vesta Rea before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- (f) All services provided by Vesta Rea must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section 5 of this Agreement.
- (g) County reserves the right to negotiate hours, staffing, and other service requirements before issuance of each Work Authorization.
- (h) In the event Vesta Rea determines or Reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Vesta Rea shall promptly notify the Director of Public Transportation and County may, at its sole discretion, extend the Work Authorization period by execution of an amended Work Authorization.
- (i) Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Vesta Rea shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- (j) Each Work Authorization shall be signed by both parties and shall become a part of this Agreement. No Work Authorizations will waive County or Vesta Rea's responsibilities and obligations established in this Agreement. Vesta Rea shall promptly notify County of any event that will affect completion of the Work Authorization.
- (k) Before additional work may be performed or additional costs incurred, a new or amended Work Authorization shall be enacted in writing. County shall not be responsible for actions by Vesta Rea or any costs incurred by Vesta Rea including reimbursable expenses prior to the execution of the Work Authorization. Vesta Rea shall allow adequate time for review and approval of the supplemental Work Authorization by County prior to expiration of the Work Authorization.
- (l) Under no circumstances shall a Work Authorization be allowed to extend

beyond this Agreement's expiration date as detailed in Section 5, unless an appropriate contract extension has been approved by the County and set forth in writing, nor will the cost not to exceed amount stated in the Work Authorization exceed the funds available under this Agreement as set forth in Section 3 unless an appropriate contract amendment has been approved by the County and set forth in writing. Any changes to Section 3 or Section 5 of this Agreement must be approved in writing by the County Commissioners Court.

- (m) Upon satisfactory completion of the Work Authorization as determined by County, Vesta Rea shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

7. Compensation and Payment Terms.

- (a) Vesta Rea's fees for the Services shall be calculated at the rate(s) set forth in Vesta Rea's Proposal attached hereto as Exhibit A. The Maximum Compensation to Vesta Rea for the Services performed under this Agreement is five (5) payments of One Hundred Thirty Thousand Four Hundred Forty-Nine and 70/100 dollars (\$130,449.70), totaling Six Hundred Fifty-Two Thousand Two Hundred Forty-Eight and 50/100 Dollars (\$652,248.50). In no event shall the amount paid by County to Vesta Rea under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) Vesta Rea understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Vesta Rea's Proposal.
- (c) All performance of the Scope of Services by Vesta Rea, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.

- 8. Limit of Appropriation.** Vesta Rea understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 4 above is Six Hundred Fifty-Two Thousand Two Hundred Forty-Eight and 50/100 Dollars (\$652,248.50). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Vesta Rea clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Six Hundred Fifty-Two Thousand Two Hundred Forty-Eight and 50/100 Dollars (\$652,248.50) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Vesta Rea does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Vesta Rea may become entitled to and the total maximum sum that County may become liable to pay to Vesta Rea under this Agreement

shall not under any conditions, circumstances, or interpretations thereof exceed Six Hundred Fifty-Two Thousand Two Hundred Forty-Eight and 50/100 Dollars (\$652,248.50).

9. **Non-appropriation.** Vesta Rea understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Vesta Rea in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

10. **Insurance.**

- (a) Prior to commencement of any work for the Project, Vesta Rea shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Vesta Rea shall provide certified copies of insurance endorsements and/or policies if requested by County. Vesta Rea shall maintain such insurance coverage from the time the Project commences until Final Acceptance of the Project by County and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Vesta Rea shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- (4) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Vesta Rea shall contain a waiver of subrogation in favor of County and the members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, Vesta Rea warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- (d) Vesta Rea shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- (f) Approval of the insurance by County shall not relieve or decrease the liability of the Vesta Rea.
- (g) Worker's Compensation Insurance Coverage: In the event Vesta Rea employs any individual to perform any portion of work for the Project, Vesta Rea shall certify in writing to County that Vesta Rea provides Worker's Compensation Insurance coverage for each employee of Vesta Rea employed on the Project pursuant to Section 406.096 of the Texas Labor Code. Vesta Rea shall also ensure that each subcontractor on the Project shall provide such certification relating to coverage of the subcontractor's employees to Vesta Rea, who shall provide the subcontractor's written certification to County.

11. Indemnity.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE, IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

VESTA REA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, CAUSED BY OR RESULTING FROM THE ACTIVITIES OF VESTA REA, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VESTA REA EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY VESTA REA OR BY ANY PERSON EMPLOYED BY VESTA REA, OR VESTA REA'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH VESTA REA EXERCISES CONTROL.

VESTA REA SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, AND CLAIMS OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGE, WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF VESTA REA'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT.

VESTA REA SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY IF COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED VESTA REA TO PERFORM THE WORK FOR THE PROJECT UNDER THIS AGREEMENT.

VESTA REA SHALL FURTHER CAUSE ALL TRADE VESTA REAS OR ANY OTHER VESTA REA OR SUBCONTRACTOR WHO MAY HAVE A CONTRACT TO PERFORM CONSTRUCTION AND/OR INSTALLATION WORK FOR THE PROJECT UNDER THIS AGREEMENT TO AGREE TO INDEMNIFY COUNTY AND TO HOLD IT HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE THAT MAY ARISE FROM SUCH VESTA REAS' OR SUBCONTRACTORS' ACTIVITIES FOR THE PROJECT.

VESTA REA SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE FOR THE PROJECT AS PROVIDED IN SECTION 12 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AND MEMBERS OF COMMISSIONERS COURT AS AN ADDITIONAL INSURED. ADDITIONALLY, SUCH PROCUREMENT AND MAINTENANCE OF INSURANCE BY VESTA REA SHALL NOT LIMIT THE LIABILITY OF VESTA REA UNDER THIS AGREEMENT.

12. **Public Information Act.** Vesta Rea expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Vesta Rea for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed

by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Vesta Rea expressly marked as proprietary or confidential. County shall not be liable to Vesta Rea for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Vesta Rea further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

13. **Compliance with Laws.** Vesta Rea shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Vesta Rea in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Vesta Rea shall be responsible for and acquire all permits for the Project required by law.
14. **Federal Award.** Vesta Rea acknowledges and understands that this Agreement is funded with federal funds from the Federal Transit Administration (FTA). As a condition of receiving funds under this Agreement, Vesta Rea represents that it is and shall remain in compliance with all federal and or state terms as provided in this Agreement and the terms of the FTA Contract Provisions attached hereto as Exhibit D.
15. **Independent Contractor.** In the performance of work or services hereunder, Vesta Rea shall be deemed an independent Vesta Rea, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Vesta Rea. Vesta Rea and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
16. **Use of Customer Name.** Vesta Rea may use County's name without County's prior written consent only in Vesta Rea's customer lists. Any other use of County's name by Vesta Rea must have the prior written consent of County.
17. **Personnel.** Vesta Rea represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Vesta Rea shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.
All employees of Vesta Rea shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Vesta Rea or agent of Vesta Rea who, in County's opinion, is incompetent or by his conduct become detrimental to

providing work or services for the Project pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Project.

When performing any work or services on-site at County's facilities, Vesta Rea shall comply with, and will require that all Vesta Rea's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Vesta Rea in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security Reasons, and general health and safety practices and procedures.

18. **Confidential and Proprietary Information.** Vesta Rea acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Vesta Rea or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Vesta Rea shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Vesta Rea) publicly known or is contained in a publicly available document; (b) is rightfully in Vesta Rea's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Vesta Rea who can be shown to have had no access to the Confidential Information.

Vesta Rea agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Vesta Rea uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Vesta Rea shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Vesta Rea shall advise County immediately in the event Vesta Rea learns or has Reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Vesta Rea will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Vesta Rea against any such person. Vesta Rea agrees that, except as directed by County, Vesta Rea will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Vesta Rea will promptly turn over to County all

documents, papers, and other matter in Vesta Rea's possession which embody Confidential Information.

Vesta Rea acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Vesta Rea acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are Reasonable in scope and content.

Vesta Rea in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

19. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Vesta Rea as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Vesta Rea shall promptly furnish all such data and material to County on written request.
20. **Inspection of Books and Records.** Vesta Rea shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Vesta Rea for the purpose of verifying the amount of work performed under the Scope of Services and for verifying compliance with the terms of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of five (5) years. **VESTA REA SHALL NOT DESTROY OR DISCARD ANY DATA, BOOKS, RECORDS, OR DOCUMENTS REASONABLY RELATED TO THIS AGREEMENT OR THE PROJECT, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
21. **Termination.**
 - (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Vesta Rea.
 - (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for the following Reasons:
 - (1) Vesta Rea becomes debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities.

- (2) If Vesta Rea fails to perform any portion of the Scope of Services under Section 4 above within the timeframe(s) provided under this Agreement.
 - (3) Vesta Rea fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (4) If Vesta Rea materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's Reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - (5) Vesta Rea fails to comply with County's documentation and reporting requirements, program objectives, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (6) Non-performance and suspension of the Agreement that exceeds ten (10) calendar days due to a Force Majeure Event.
 - (7) If, after termination, it is determined for any Reason whatsoever that Vesta Rea 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 the County in accordance with this Agreement.
- (c) Upon termination of this Agreement, Vesta Rea shall cease all work and activity for the Project by the date specified by County and shall not incur any new obligations or perform any additional services for the Project beyond the specified date. County shall compensate Vesta Rea in accordance with Section 7, above, for such work provided by Vesta Rea under this Agreement prior to its termination and which has not been previously presented for payment by Vesta Rea to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Vesta Rea.

22. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a Reasonable time after the occurrence of such event but no later than ten (10) calendar days, the Party whose obligations are affected (the "Affected Party") thereby shall notify

the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is Reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the Reasonable exercise of due diligence and care.

23. **Assignment.** Vesta Rea may not assign this Agreement to another party without the prior written consent of County.
24. **Successors and Assigns Bound.** County and Vesta Rea each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
25. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Vesta Rea release any material or information developed or received during the performance of Services hereunder unless Vesta Rea obtains the express written approval of County or is required to do so by law.
26. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Public Transportation
Attn: Director
301 Jackson St.
Richmond, Texas 77469

And Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Vesta Rea: Vesta Rea & Associates, LLC
Attn: _____

Within ten (10) calendar days of the Effective Date of this Agreement, Vesta Rea shall designate in writing a representative to be County's primary contact during the term of this Agreement and such representative shall be available as required for the benefit of the Project and County.

27. **Performance Representation.** Vesta Rea represents to County that Vesta Rea has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Vesta Rea will apply that skill and knowledge with care and diligence to ensure that the work provided hereunder will be performed and delivered in accordance with the highest professional standards.
28. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Work for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY VESTA REA THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
29. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have Read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and Reasonably and not more strictly against the drafting Party than the non-drafting Party.
30. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any Reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
31. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
32. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.

33. **Effective Date.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
34. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Vesta Rea hereby verifies that Vesta Rea and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Vesta Rea does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Vesta Rea does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Vesta Rea does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
35. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, VESTA REA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

36. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
37. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
38. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Vesta Rea hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY

VESTA REA & ASSOCIATES, L.L.C.

KP George, County Judge

Vesta Rea-Gaubert

Authorized Agent- Signature

Vesta Rea-Gaubert

Authorized Agent- Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

4/3/2025

Date

Reviewed by:

Perri D'Armond

FBC Public Transportation Director

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A



FORT BEND COUNTY, TEXAS
Request for Proposals (RFP)

**Marketing Services for
Fort Bend County Public Transportation**
RFP 24-021

Submitted by:
Vesta Rea & Associates, LLC



Marketing Services for Fort Bend County Public Transportation

Fort Bend County, Texas

RFP 24-021

Response submitted by:

Vesta Rea & Associates, L.L.C.

P.O. Box 73643

Houston, TX 77273

P: 281-376-4202

www.vestarea.com

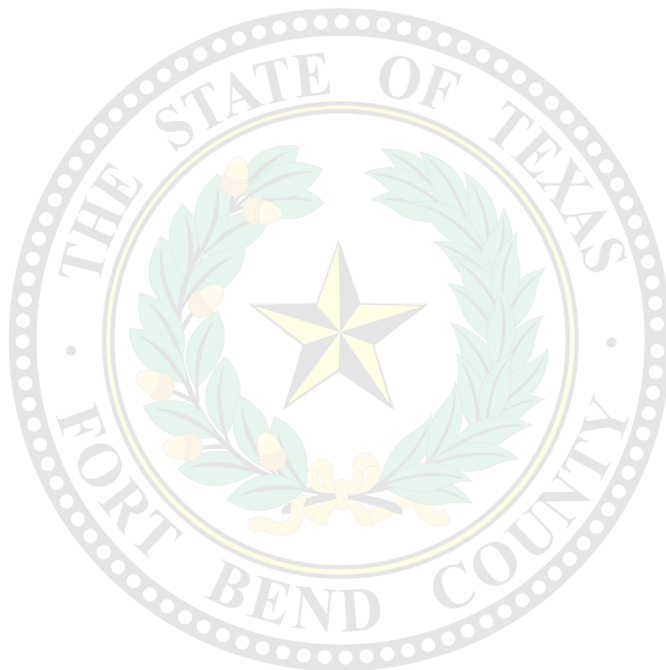


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Executive Summary

Fort Bend County's Public Transportation Department (FBCPT) has spent the last 19 years providing Fort Bend County residents and visitors with safe and efficient public transportation services, while still maintaining quality and customer satisfaction. Vesta Rea & Associates, LLC (VRA) was thrilled to have been chosen five years ago to help FBCPT's service discover its new brand; develop its new public-facing name, Fort Bend Transit (FBT) and image; determine its short-term and long-term goals; and, most importantly, determine what its ridership and target audience groups want and need from their public transit service. With a new five years on the horizon, VRA is excited to continue supporting FBT on its journey to grow its awareness and increase its ridership.

The previous challenge was a lack of market research and data. With baseline metrics now established, we can continue to build upon the information gathered by comparing changes in the market, trends, and changes among the target audience groups. The updated information will lead us into the development of FBT's annual Marketing Plan that will continue to work towards its short-term and long-term goals. As we develop and implement strategies that focus on marketing, advertising, social media, public relations, and community engagement, we will always be evaluating our efforts and comparing new metrics with our established baselines to ensure FBT is moving in a positive direction. This evaluation will also require us to be fluid so we can adjust our strategies and tactics as needed when metrics are not moving as anticipated.

VRA's continued goal is to progress FBT forward. To achieve this progress, the marketing plan will:

- Build upon existing target audience groups, with the potential of identifying new groups to target
- Specify objectives, goals and strategies that will guide the department's operation in terms of brand consistency, community outreach, and public relations
- Indicate the preferred media with the optimal reach to deliver messaging to the audience groups, as well as the messaging structure for each group. A media schedule will be included to show annual advertising spots and cost, along with anticipated reach and views.
- Identify proposed promotions for the department throughout the year, along with proposed partnerships to help spread awareness into untapped markets
- Detail any sub-marketing plans for special projects or events, such as construction, new facilities/grand openings, large-scale operational changes, and promotions/additional features to services
- Establish metrics for measuring post-campaign successes and comparing end-result metrics with the established baselines

With over 34 years of experience in the public relations, marketing and public outreach industry, strictly dealing in transportation, VRA is known nationwide for its expertise in:

- Development and implementation of marketing plans and strategies to reach intended target audience groups with relevant, targeted messaging;
- Market research and strategy development;
- Community outreach and engagement coordination;
- Development of promotional materials;
- Brand development; and much more.

VRA's primary contact is: Vesta Rea-Gaubert, President
P: (281) 376-4202
E: vesta@vestarea.com

VRA's secondary contact is: Courtney Adams, Senior Project Manager
P: (281) 376-4202
E: courtney@vestarea.com

VRA's subcontractor, Boone DeLeon Communications, was involved on the previous Marketing Services contract and has substantial experience in transportation advertising, and media buying and placement for transportation organizations. The firm specializes in:

- Development of overall media strategy and campaign objectives;
- Demographic and psychographic evaluation for key audience targeting purposes;
- Competitive analysis for evaluation and comparison;
- Development of media placement strategies;
- Establishment of target GRP and TRP, and impression levels; and much more.

We pride ourselves on propelling our client's forward to exceed their goals through rigorous research and targeted strategies, while also understanding that market research is never done. We remain fluid to adjust our strategies and tactics as needed to ensure metrics are always improving.

VRA is excited and ready to continue its relationship with FBCPT by building and improving upon the efforts implemented over the last five years to strengthen FBT's position in Fort Bend County and the surrounding markets, increase the awareness of FBT, and grow its ridership through goal-oriented strategies.

The following proposal response outlines in more detail how VRA will meet the needs of FBT, and what you can expect along the way.

TAB 1

UNDERSTANDING SCOPE OF WORK AND REQUIREMENTS

Understanding Scope of Work and Requirements

PHASE I: MARKET RESEARCH

The goal of the market research effort will be to equip VRA and FBT with the information needed to make informed business decisions in regards to innovation, growth and the four P's.

Product – Improve FBT's product / service based on findings regarding what the ridership wants and needs, focusing on items such as function, convenience, appearance, and customer service

Price – Examine the current price of FBT's products and services compared to competitors' prices and the price a customer is willing to pay

Placement – Look at the current locations of FBT's services and new, planned locations. Compare the characteristics of different locations with ridership demand and the value of points of ticket sales (retail, online, direct)

Promotion – Determine how best to reach particular market segments through areas of marketing, advertising, public relations, social media, and community outreach

VRA will begin the effort by reviewing the existing data gathered through the previous market research process, reviewing any updates made to the Long-Range Plan, and performing a re-evaluation of Fort Bend County details – demographics, sociographics, transportation trends, and economic makeup. A comparison will be conducted to previous data to gain a snapshot of County trends that could impact FBT marketing efforts.

With the new launch of the Greenway/Galleria Transfer route and the Downtown Houston route, baseline ridership metrics will need to be established, which will be done through internal ridership numbers, physical and mobile ticket sales, and a ridership and community-wide survey on both routes. The same methods will be implemented for the TMC route and Demand Response to view how the baseline metrics have changed.

The Market Research effort will also need to include research into the route destinations of the Commuter service. A comprehensive up-to-date understanding of the ridership utilizing the service, as well as potential riders, is a requirement to raise awareness of the service and increase ridership. A look at where they are going will give us this insight – why are the current riders going to a specific location, and what is also there that could attract new riders?

The Market Research effort will help VRA and FBT:

- Continue to understand customers and their preferences
 - » Profile customers (location, age, gender, income levels, etc.)
 - » Create more effective marketing campaigns
 - » Preferred locations

- Identify additional opportunities to grow and increase profits
 - » Recognize changes in demand
 - » Offer new products or services for the new demand
 - » Find new markets within and outside Fort Bend County
- Recognize and plan for industry and economic shifts
 - » Shift inventory, price and staff levels as needed
- Monitor the competition in market
 - » Identify direct and indirect competitors
 - » Learn how customers compare FBT with competitors
- Mitigate risk in business decisions
 - » Use information, not just intuition, to drive business decisions

Although there are existing market research reports for each service (Commuter and Demand Response), VRA's market analysis approach will still follow the outlined steps below:

Step 1: Define the problem (what we need to know and why) and establish clear goals for the market research. This will be done during a Phase I Market Analysis kickoff meeting with VRA's team and FBT. A market analysis can be customized to fit the needs of the client. In the kickoff meeting, VRA will review the previous findings, discuss the new goals for the services, identify where the information gaps are between what we know versus what we do not know, the types of questions that can be answered during an analysis, and the collective group will finalize what data is to be gathered.

Step 2: Develop an implementation strategy and select the techniques to be used to gather the data. The two broad types of research used for data gathering are secondary and primary.

Secondary research will be performed first, utilizing company records, previous surveys administered, and research studies. The data found is applied to the questions established in Step 1. Secondary research benefits a market analysis by assessing macro-economic conditions and providing customer age and income levels – information sometimes deemed inappropriate to ask or uncomfortable to answer for customers.

The following are examples of questions that can be addressed through secondary research:

- What are the current regional and local economic conditions that the business is operating in? Are these conditions changing?

- What trends are influencing the industry FBT operates in?
 - » Customer preferences
 - » Technological shifts
 - » Prices for goods and services
- What are the demographic characteristics of customers or where do they live?
 - » Populations, age groups, income levels, etc.

Existing company records such as sales invoices, receipts and formal complaints are important secondary resources that businesses can utilize. Often times these records shed light on the same issues businesses seek to address through primary research and, therefore, an examination of company records should be done before considering primary research. Some examples of using existing company data in market research include:

- Examining sales receipts to find trends in the demand for particular goods and services
- Cross referencing sales receipts with customer addresses or products and services to determine the effectiveness of advertising in regards to geography
- Compiling complaints to determine areas for improvement in customer service, prices, or products and services offered

Primary research will follow. This information is normally gathered through surveys, observation or mystery. The following are examples of questions that can be addressed through primary research:

- Who are FBT's customers and how can they be reached?
 - » Customer profiles
 - » Prospective business locations
 - » Marketing strategies
- Which products and services do buyers need or want?
- What factors influence the buying decisions of FBT's customers?
 - » Price, service, convenience, branding, etc.
- What prices should be set for products and services?
 - » Customer expectations
- Who are the competitors, how do they operate and what are their strengths and weaknesses?

The benefits of primary research are that you can specifically target desired groups (such as customers or geographic markets for your business) and can tailor research instruments to answer specific questions. Surveys are the most common way to gather primary research, and can be conducted through direct mail, over the telephone, online or via email, and in person. VRA is known for conducting successful in-person and observation surveys in the transportation industry. Utilizing bi-lingual, retired professionals, VRA has always exceeded the client's indicated goal for surveys.

Some businesses are reluctant to ask their customers to complete survey questionnaires for fear that their customers will be made to feel uncomfortable or annoyed at the inconvenience. When conducting in-person surveys of the "Core Rider" and "Occasional Rider" target audience groups, the feeling of inconvenience can be reduced by performing the surveys on the buses. For the other group, a good way to reduce any awkwardness is to offer customers an incentive to fill out a questionnaire. They could be rewarded with one free ride, a coupon to a sponsored establishment, etc. for turning in a completed questionnaire. An incentive, along with other ideas, would be discussed during the kickoff meeting to determine its validity in helping receive more surveys completed.

Interviewing employees can also provide excellent insight, as they are in constant contact with customers and can provide information on:

- Customer profiles
- Goods and services in demand by customers
- Satisfaction with price levels and quality of service
- Experiences with competitors

Step 3: Data Analysis and Interpretation. VRA compiles all the relevant data gathered throughout the secondary and primary research phases and interprets the information.

Step 4: Idea Development and Problem Solving. Once interpreted, the data results are used to form and guide marketing decisions. VRA's team uses the findings to develop appropriate promotions/events; public relations strategies; community outreach strategies; relevant media outlet databases; and appropriate advertising programs, along with the messaging. The strategies and details are then applied in a marketing plan.

The timeline for market research varies depending on the questions and goals established during the kickoff meeting. VRA estimates the market research phase to span 12 – 16 weeks.

PHASE II: MARKETING PLAN

Once the market analysis is complete, VRA will host a Phase II kickoff meeting with FBT to discuss the official findings outlined in a preliminary marketing plan assessment. During this meeting, all contributors will discuss any suggested adjustments. VRA will apply any formally approved changes to the preliminary plan. Once changes are complete, VRA will produce and distribute the FBT Marketing Plan to the specified individuals within FBT.

The marketing plan developed by VRA will be a flexible, comprehensive blueprint, based on details and analysis gained from market research, which will effectively promote the awareness and actual use of FBT's services to the key target audience groups. The marketing plan will serve as the guiding force, ensuring the organization operates both internally and externally in a way that aligns it to effectively reach the target audience. The plan will:

- Specify objectives, goals and strategies for operating
- Guide messaging, media outlet choices, and ways in which the organization will communicate and interact with the three target audience groups identified by FBT, plus any additional groups that may be discovered during market research
- Identify and define specific outreach and engagement activities/outlets to be utilized, including a timeline of when events should be implemented
- Establish baseline criteria for post-campaign evaluation
- Identify available media in the market area to be utilized, based on market research and an evaluation of all available media. Should each target audience group require different outlets of communication and messaging, specifics will be indicated and outlined in the plan. A recommended media schedule flow chart will be developed by Boone DeLeon Communications for each fiscal year to indicate budget allocation and to which media outlet. Aside from general marketing, the schedule will also take into account yearly promotions, events, special projects, and messaging that will need promoting.
- Identify proposed promotions in relation to FBT, along with a promotional schedule that will also influence the media schedule flow chart
- Include sub-marketing plans for any immediate, known special projects. For future projects, VRA will develop sub-marketing plans on a case-by-case basis once timing is appropriate, developing graphics and any associated materials required. Examples include special projects such as construction, new facilities/grand openings, large-scale operational changes, promotions/additional features to services.

Evaluation

The follow-up to a marketing plan, to allow for optimized marketing spending, involves quantifying results with objective numbers. Understanding the quantitative and qualitative aspects of marketing will help plan efforts that can be monitored, tracked and evaluated. The evaluation phase tells us whether or not our strategies succeeded and provides important feedback. During this phase, we will look at input, output and outcomes from the marketing efforts.

Input reflects the actions taken internally by the VRA and FBT team. This will be a post-campaign evaluation to evaluate what we did, and then look at what we could or should have done that possibly could have yielded a more desirable result.

Output reflects the messages and outlets used for each campaign. In a post-campaign evaluation, we will re-examine the messages – were they clear? We will also examine the outlets used to distribute the messages – how many mentions did the campaign receive in the media? Did forces inhibit the delivery or understanding of the messages?

Outcomes reflect the “call to action” performed by the target audience groups. We will measure specific tactics used throughout strategies or specific campaigns during a post-campaign evaluation and, if applicable, annually. The metric for measuring success will depend on the tactic used. For example, brand awareness and attitudes toward the brand can be assessed with surveys. For public outreach/special events, an attendance count can be recorded and then compared to either previous event attendance or the baseline established prior to the campaign launch. Additional behaviors, such as ridership growth is also a quantitative number that can be recorded and tracked. For strategies involving digital-based tactics, social media interaction can be evaluated based on likes, shares, mentions, number of times the FBT website is linked, etc. For the organization’s website, details such as traffic analysis, bounce rate, pageviews and conversion rate are examined.

COMMUNITY OUTREACH

VRA has become known for organizing successful outreach campaigns dealing with transportation. Once an updated market analysis is complete, where the target audience groups and their defining characteristics have been verified or refreshed, VRA will develop a community relations strategy detailing the specifics for each group – how best to engage them, communication outlets to utilize, potential ambassadors/spokespeople, special events for FBT to host and/or attend, etc.

VRA's community outreach is guided by the following principles:

1. **Relate to People's Lives by Crafting Your Message Carefully.** People do not use or relate to the language most often used by policy experts and government bureaucrats. When naming our forum, writing outreach materials, and crafting talking points, VRA considers how the topic directly impacts people's lives. We look at how people talk about the issue or topic and why they care about it. It is also important to remember that a different voice and tone or customized messaging is almost always necessary when specific or different target audience groups are being reached within the community. Language matters.
2. **Use Active Outreach Strategies that are Engaging and Interactive.** Whereas printed materials such as flyers, meeting notices and press releases can be useful to raise awareness about an event, they are not the best way to convince someone to participate. Personal interaction creates a stronger connection with people and increases an organizer's ability to convey the importance of an event. VRA recruits volunteers and ambassadors to get out in the community and talk to people, creates presentations and speeches, sets up tables at highly trafficked events, and organizes special events for the organization itself to inform, engage and grow the customer base.
3. **Enlist Trusted Spokespeople and Ambassadors.** The most effective outreach message will be conveyed by people who are trusted by a community. Some segments of a community may deeply trust a faith or school leader. Other segments of a community may trust a political leader or media personality. VRA examines who we want to reach out to and who our target audience groups trust. We enlist those people as spokespeople to directly reach out to their constituents, speak to the media, or appear in advertisements.
4. **Touch People Multiple Times Through Multiple Mediums.** Most people have been forced to develop filters to weed out the many requests they get to participate in events and activities. Every day we are constantly bombarded with invitations, advertisements, and solicitations. In order to break through and reach people, it is necessary to touch them at least three times. VRA makes sure the target audience group hears about the event in the media, reads about it (through carefully designed collateral, Facebook or another appropriate platform), and then talks to someone whether at church, on their ride home or at a community event. VRA designs its strategy to incorporate multiple vehicles for our outreach.
5. **Communicate Why Participation Matters.** No one wants to go to a meeting that will produce another report that will sit on a shelf. People want to make sure their time is worthwhile and will make a difference. VRA conveys why their participation will make a difference and provide influence, allowing people to be more open to commit their time to contribute to the process. We do this by explaining what will happen after the forum and how the public's ideas/concerns will be addressed.

- 6. Track Who is Coming and Adjust Strategy as Needed.** From the beginning, it is important to ask “who must or should participate?” VRA articulates and understands what the outreach goals are for each demographic segment of the community. While initial outreach strategies and tactics will be effective at reaching some of these goals, they are unlikely to be successful at reaching all of them. VRA sets up a registration system and examines who is signing up to attend. We then adjust our strategy as needed if we see certain groups are under-represented.
- 7. Assume that Half of the People Who Intend to Participate Will Not.** As counterintuitive as this may seem, it is important to remain realistic when it comes to the human factor. Some people will have family emergencies; some will have to work late; and some never planned on contributing and just said they would in order to make you go away. Unless there are unusual circumstances, it is not unreasonable to assume that 40-50 percent of participants will not show up if you are recruiting the general public. VRA sets its outreach goals with these no-show rates in mind and takes preemptive steps – like reminders – to reduce no-shows.
- 8. Take Your Outreach to Social Media.** Social networks are the virtual water coolers, post offices, and cafes where people socialize. The good thing is that you don’t need to go to every office tower or rural post office to reach the estimated 302 million people on social networks in the U.S. alone. Facebook pages and communities that have an interest in our issues already exist. Social networks like Facebook and Twitter (X) also allow you to undertake highly segmented advertising campaigns because every user has a profile. Age, gender, and geography can all be segmented. Affiliation with interests or pages can also be segmented. Ads can be created that directly reach FBT’s audiences for a matter of cents. There are also ad options on Google and YouTube, both of which are cost effective.

VRA goes beyond organizing successful public outreach forums and community engagement events. Its staff is experienced in participating and leading the forums, as well as organizing and managing community events. From administrative functions to planning and logistics and obtaining public input, VRA is well-versed on community outreach.

PUBLIC RELATIONS

An overarching public relations strategy will be created based on updated market research findings to guide the media and press coverage for FBT. Within that strategy, special events, community outreach events, and planned promotional events will be broken out to detail specific media and press coverage to take place to ensure optimum exposure.

At the completion of the market research phase, after examining all media available within the geographical focus areas and indicating the chosen outlets with optimum reach, a master database will be compiled to include all media outlets, contacts, and topics covered by the

individual contacts. This database will be developed and maintained by VRA staff to ensure the firm has access to the interested persons within the media industry.

Once a comprehensive media database is compiled, VRA will begin connecting with individuals, establishing relationships with the media that can prove beneficial during a crisis situation or when media interactions need to be managed – whether to get news out before an event or situation, or hosting a press conference after a situation has occurred.

Depending upon the event being promoted, possible tools to be utilized in the public relations strategy could include:

- Press releases
- Social media blasts
- Face-to-face meetings
- Web postings
- Text message alert service
- Email blasts
- Direct mailers
- Phone calls
- Subscription system for news alerts
- Press conference
- Special event speaking engagement or appearance

CRISIS COMMUNICATIONS RESPONSE

As part of the public relations strategy, VRA will develop a Crisis Communications Response Plan that:

- Defines and assigns the crisis team
- Outlines the roles and responsibilities of the crisis team
- Details VRA's 7 Steps to take in a crisis event
 1. Verify and Assess the Crisis
 2. Notification and Assignments
 3. Assess the Communication Crisis Level
 4. Communication Management
 5. Develop Messages
 6. Approve and Release Messages
 7. Monitor and Provide Feedback
- Indicates who to contact, resources available and procedures to follow
- Provides a platform for training, testing and improvement

TAB 2

FIRM AND STAFF EXPERIENCE

Firm and Staff Experience

FIRM EXPERIENCE

Vesta Rea & Associates, L.L.C. was established in Houston, TX in 1990 as a technical marketing and public relations firm specializing in public outreach, public information, and communications, supporting the development of major infrastructure and transportation projects as the marketing and communications arm. The firm is certified as a D/WBE woman-owned small business with over 10 agencies in the U.S., and is known nationwide for its expertise in:

- The development and implementation of marketing plans and strategies to reach intended target audience groups with relevant, targeted messages
- Market research and strategy development
- Public engagement coordination (public meetings/hearings, focus groups, etc.)
- The development and implementation of communication plans to educate the general public about transportation issues and community improvements, and building stakeholder consensus
- Media and Project Communication Liaison, communicating with relevant media outlets and identified stakeholders
- Writing and distribution of promotional materials (brochures, news releases, newsletters, etc.)
- The development and execution of successful intercept survey projects
- Community engagement planning and implementation

VRA works to communicate technical information in a concise, understandable manner to the general public. We attempt to eliminate surprises. VRA strives to create a strong support group made up of neighborhoods and businesses within the geographical target area. VRA is skilled in:

- **Identifying Public Concerns.** Identifying the issues of public concern at the beginning of the development process can save the client time and money. VRA facilitates significant brainstorming sessions involving the client's management, staff, and the planning consultant(s) to identify issues that may later become major community obstacles as the project moves through the phased process.
- **Impact Evaluation Studies.** VRA develops comprehensive reports that analyze the overall impacts to the surrounding area.
- **Presentation Coaching.** VRA has led a multitude of coaching sessions with professional project managers and public officials, teaching them the skills of presenting technical information to the general public in a simplistic comprehensive manner.
- **Public Engagement.** In today's market, having the public well informed is not an option, it is a requirement. VRA is capable of preparing presentations, newsletters, video script/production, news releases, as well as coordinated updating with public officials.

- **Public Opinion Surveys / Focus Groups.** VRA has performed numerous public opinion surveys. We have the skills and the technical capabilities to identify the general public's likes and dislikes through both surveys and stakeholder focus groups.
- **Project Communication Liaison.** Throughout its 34 years in business, VRA has gained a clear understanding of transportation and the development of infrastructure projects. VRA acts as the communications coordination liaison reaching out to build consensus among the stakeholders.

VRA currently employs a full-time staff of six that are located at the firm's Spring, TX office. VRA also maintains a contracted staff of surveyors that are brought on for projects requiring the implementation of intercept, observation or telephone surveying of stakeholders or the public. VRA's in-house disciplines include the following:

MARKETING / PUBLIC RELATIONS

- Strategy development + implementation
- Marketing plans
- Copywriting and editing
- Collateral material development
- Promotional product development + launches
- Media liaison
- Event planning

LOGO / BRAND DEVELOPMENT

- Brand audits
- Logo development
- Brand Guideline development
- Brand engagement

PUBLIC OUTREACH / STAKEHOLDER ENGAGEMENT

- Database development + maintenance
- Survey development (intercept; digital)
- Meeting coordination + facilitation (in-person; virtual)
- Focus groups
- Presentation + signage development

DIGITAL DEVELOPMENT

- Website development + maintenance
- Social media content development + management
- Search engine optimization (SEO)

RESEARCH / STUDIES

- Surveys: opinion/satisfaction; intercept; mystery shopping/ridership; digital
- Market research
- Market Analysis report
- Benefit Analysis / Justification Studies

GOVERNMENT SUPPORT

- Grant writing
- Securing funding
- Government Agency Coordination

DOCUMENT MANAGEMENT

- Meeting summary reports
- Action item log management
- Project design reports

RELEVANT PROJECT PROFILES

Marketing Services for Fort Bend County Public Transportation

Fort Bend County, TX

05/2019 – 04/2024

Contact Person: Tennille Jones, Community Relations Manager
Fort Bend County Public Transportation
281-243-6703
Tennille.Jones@fortbendcountytexas.gov

VRA was contracted by Fort Bend County Public Transportation (FBCPT) in 2019 to provide marketing services with a specific focus on increasing awareness of its services among Fort Bend County residents and implementing revenue-generating marketing strategies to improve ridership numbers. VRA's marketing efforts extend to both services: Commuter Park and Ride and Demand Response.

Since 2019, VRA is either currently performing or has performed the following tasks under the Marketing Services contract:

- Conducted a market research effort for the Commuter Park and Ride service and the Demand Response service, which included a SWOT analysis, a ridership survey on both services, a community-wide public survey, gauging awareness of the services among the County residents, determining service usage, identifying the core ridership demographics, analyzing transit trends in the County, and categorizing the county population into audience groups to assist with marketing efforts

- Conducted a Brand Audit, which included a ridership and community-wide survey to gauge the awareness and recall strength of the brand. The survey data indicated low recognition, which led to the recommendation of a rebrand which was agreed to by the Client.
- Implemented a rebranding campaign for the public transit service, changing its name to Fort Bend Transit or FBT. VRA also developed a new logo, new taglines for each service to create individuality, updated color scheme, a comprehensive branding guidelines document, and updated the messaging to carry FBT forward with a new focus and goals.
- Developed a marketing plan for the service that focused on short-term and long-term goals with corresponding strategies to be implemented at FBT's request.
- Developed and implemented a social media strategy for FBT that created two-way communication channels between the service and its rider base, which had not existed before.
- Developed and implemented an ongoing advertising strategy for FBT that included the development of commercials for the two services, bi-annual media schedules, media buying efforts.
- Development of marketing collateral on an as-requested basis, including infographics, flyers, brochures, banners, table cloths, etc.

Guest Experience Initiative, Houston Airport System

Houston, TX

04/2023 – Ongoing

Contact Person: Lise D'Andrea, President and CEO
CXE, Inc.
888-770-7625
lise@cxeinc.com

In 2023, the Houston Airport System (HAS) selected CXE, Inc. to provide comprehensive on-call guest experience (GX) management consulting services in support of the newly re-energized HAS GX Initiative. VRA was contracted by CXE, Inc. to provide the following scopes of work to support the initiative:

- Marketing, branding, and graphic design support
- Internal and External Communication Plan development and implementation
- Stakeholder outreach and engagement
- Project documentation management
- Mystery Shopping survey support

To date, VRA performs or has completed the following tasks in relation to the HAS GX Initiative:

- Develop communication collateral pieces to inform and educate stakeholders about the initiative and provide GX advocates with talking points
- Developed the HAS GX Initiative internal communication plan
- Develop presentation materials for the stakeholder meetings
- Developed an Excel-based actionable task tracking program for the HAS GX Team and selected HAS divisions to use as a project management tool to accomplish GX action plans for each division
- Provide documentation management in the form of meeting summary reports for all project-related planning meetings and stakeholder engagement meetings
- Serve as the Deputy Project Manager when the CXE Project Manager is unavailable

Regional Goods Movement Plan, Houston-Galveston Area Council

Houston and Surrounding Areas, TX

05/2021 – 08/2023

Contact Person: Reddy Edulakanti, Project Manager,
HDR, Inc.
713-576-3558
Reddy.edulakanti@hdrinc.com

VRA served as the Public Involvement Lead for the Houston-Galveston Area Council (H-GAC) Regional Goods Movement Plan (RGMP), which focused on goods movement within an eight-county region: Chambers, Liberty, Harris, Brazoria, Montgomery, Waller, Fort Bend, and Galveston.

The Communications Program designed for the development of the plan included four agency coordination meetings, six steering committee meetings, six stakeholder meetings, two public meetings, and interviews with each of the eight counties, TxDOT, the City of Houston, and Air Alliance Houston. VRA's responsibility began with the research and development of the master RGMP Public Involvement database, which was broken down by meeting type: Steering, Stakeholder, Public. This effort involved significant research into the eight counties to gain a comprehensive understanding of the many stakeholder groups. Once developed, VRA remained in control of the database, which was shared with the PI team and Client, ensuring its accuracy at all stages of the plan development.

Specific responsibilities managed by VRA included:

- all graphic development associated with the project's outreach / engagement efforts;
- contacting the appropriate audience group depending on the upcoming engagement meeting being advertised to ensure a high rate of participation through tactics such as email blasts, announcements posted on H-GAC's Engage website, leveraging community leaders and popular community hubs, and direct calling;
- assisting HDR with presentation material development;
- developing and facilitating any surveys performed during the engagement meetings, as well as developing and distributing post-meeting surveys;
- providing translation services for written materials used for the public meetings in Spanish, Mandarin and Vietnamese; and
- documenting the steering, stakeholder and public meetings through meeting summary reports that were submitted to H-GAC for posting on the project's Engage website

METRO Houston Mystery Rider Program

Houston, TX

11/2019 – 09/2020

Contact Person: Gina Williams, Operations Customer Comment Data Analyst – Fallbrook
METRO Houston
713-615-7232
Gina.Williams@ridemetro.org

Vesta Rea & Associates, LLC (VRA) was contracted by the Metropolitan Transit Authority of Harris County (METRO) to conduct a mystery rider survey throughout its service area. The survey was originally developed with a focus on the condition of METRO's assets, such as bus stops and buses; safety protocols; the behavior and attitudes of bus operators; and the effectiveness of operations from a public perspective.

VRA put together a team of five surveyors that performed surveys seven days a week with hours ranging from 6 a.m. to 9 p.m. VRA was responsible for developing the surveyor's schedules to ensure METRO's high priority routes were the main focus for data collection. VRA reviewed the data collected on a daily basis for accuracy and synthesized the data into weekly reports delivered to METRO.

Six months into the project, Houston, just like the rest of the U.S., experienced the outbreak of the coronavirus. The mystery rider program was paused for four months to evaluate next steps. A new survey was developed with a heightened focus on the safety and cleaning protocols that were put

into place by METRO to combat COVID-19. VRA was given a more restrictive list of high priority routes that became the focus of schedule development.

VRA's original project goal was 2,500 completed surveys in 12 months. Due to the coronavirus, the project was paused for four months. VRA completed 2,363 surveys between the two phases that spanned eight months.

IAH Residential Noise Mitigation Program, Houston Airport System

Houston, TX

08/2011-01/2019

Contact Person: Penny Merritt, Project Manager
C&S Engineers
713-213-9790
pmerritt@cscos.com

VRA was responsible for the entire communications program associated with the Houston Airport System (HAS) Residential Noise Mitigation Program following the FAA Standards Program. VRA designed and implemented a comprehensive Neighborhood Outreach Program that both informed and solicited input from the communities affected by runway noise. VRA designed and managed the website and produced project newsletters and update mailers. The overall program consisted of the following:

- Program Materials
- Informational Brochure
- Homeowners Handbook
- Program Forms
- Pre-Construction Questionnaire
- Pre-Construction Brochure
- Post-Construction Homeowner Satisfaction
- Program Newsletter
- Public Information
- Additional Community Outreach
- Contractor Outreach
- Website design/maintaining
- Support for Non-Eligible Homeowners

SUBCONTRACTORS

Boone DeLeon Communications, Inc.

At Boone DeLeon, the art and science of communication merge into a total package tailored to the client. Media planning is the science of using hard data on demographics, geographies, and media impressions to build a calendar of advertising activity. The firm's media plans put advertising messages in front of the right audience, where they are most likely to see it.

Clients want their media budgets spent more strategically and efficiently, and are seeking an agency with the clout and expertise to negotiate the best deals. Media outlets know Boone DeLeon places a large volume of buys. This reputation works on the client's behalf. It allows for rate negotiations to the lowest possible price. Additionally, this benefits the client with the best position available. Characteristically, a 10-30% discount is negotiated off listed rates, and it's typical to get additional media exposure such as: cross-promotions, local events, remote broadcasts and media merchandising. Promotions make media entertaining, while also making advertising messages actionable. This means the client pays the lowest rates plus, gets more "bang for the buck" with added value merchandising.

Boone DeLeon's media department consistently demonstrates professional skills in media planning, price negotiation and placement. The firm specializes in the:

- Development of overall media strategy and campaign objectives
- Demographic and psychographic evaluation for targeting purposes
- Competitive analysis for evaluation and comparison
- Development of placement strategies
- Establishment of target GRP and TRP, and impression levels
- Preliminary, final rate and schedule negotiations
- Coordination and distribution of advertising materials
- Analytics for digital media
- Confirmation of broadcast affidavits in a timely manner
- Confirmation of all billing for accuracy
- Submit to client monthly media calendars, detailing scheduling by flowcharts and placement schedules
- Timely post-buy analysis and evaluation of all broadcast schedules

Boone DeLeon's transit experience includes:

- Fort Bend Transit, 5 years
- Harris County Metropolitan Transit Authority (METRO), 21 years on different tasks
- STAR Vanpool Program, 12 years
- TREK Express, 3 years
- The Woodlands Express, 2 years
- Colorado Transit, 2 years
- Greenspoint Express, 3 years
- H-GAC, Commute Solutions, 7 years
- H-GAC, Clean Air Action Program, 7 years
- H-GAC, Metropolitan Transit Plan, 7 years

VRA has been working alongside Boone DeLeon Communications for the last five years, leveraging its extensive knowledge in the world of advertising and media buying to grow the FBT brand throughout the identified market segments, and grow FBT's assets through the development of service-specific advertising videos. Boone DeLeon has had proven success over the last five years in reaching the desired target audience groups, with outstanding "Impressions" and "Completed Viewing" numbers being reported from the media companies for the media campaigns managed by Boone DeLeon.

Pamela Printing

Pamela Printing has been providing outstanding printing and graphic design services for more than 55 years, and service for the Fort Bend County area for 45+ years. As the preferred printer of the Sugar Land Space Cowboys, and the printer FBT has used exclusively for ticket printing, the company provides the following services:

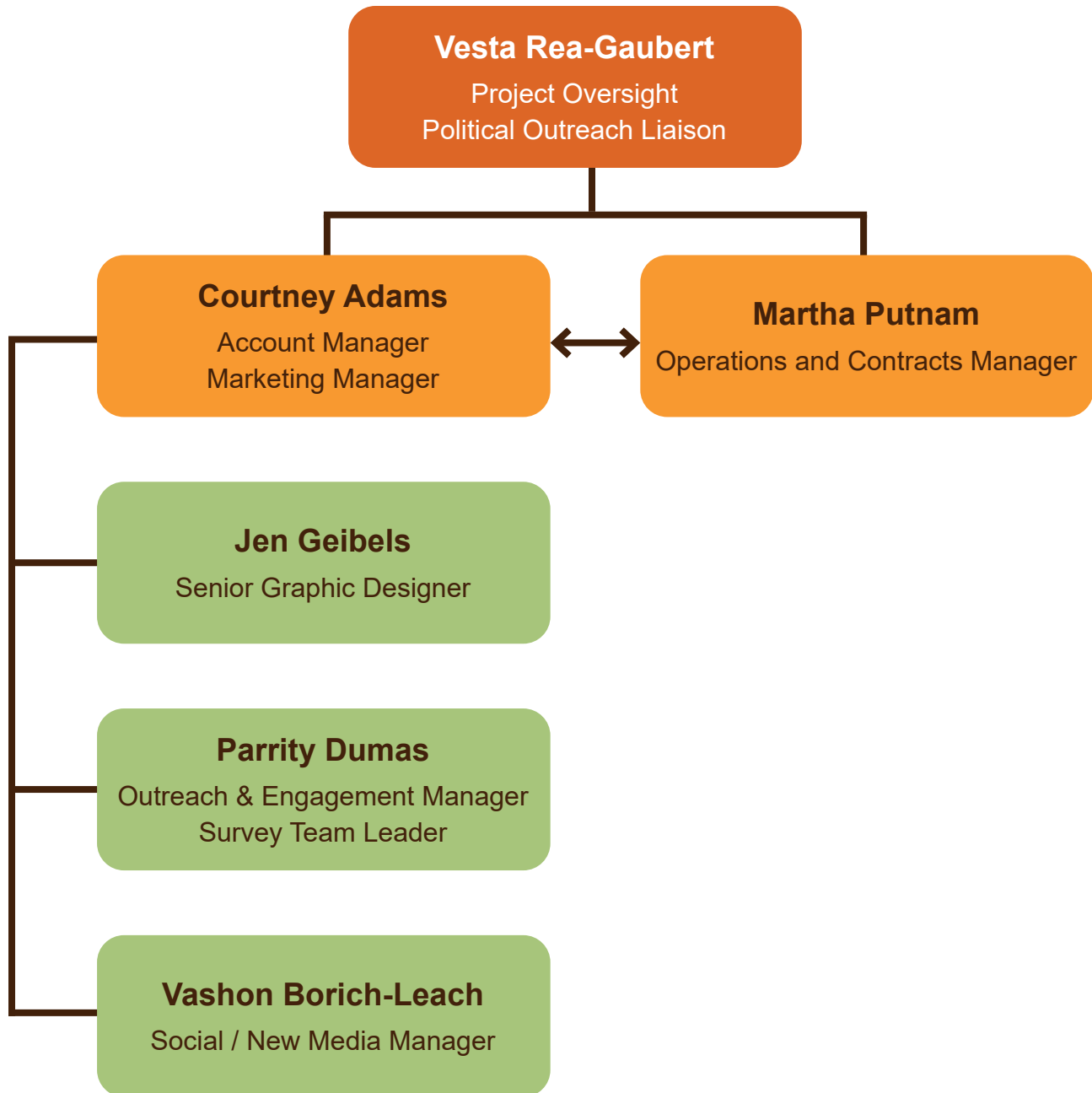
- Marketing materials
- Direct mail
- Newsletters
- Rack cards
- Graphic design
- File manipulation
- Ticket book printing
- Banners
- Graphic production for vehicles

Clients include:

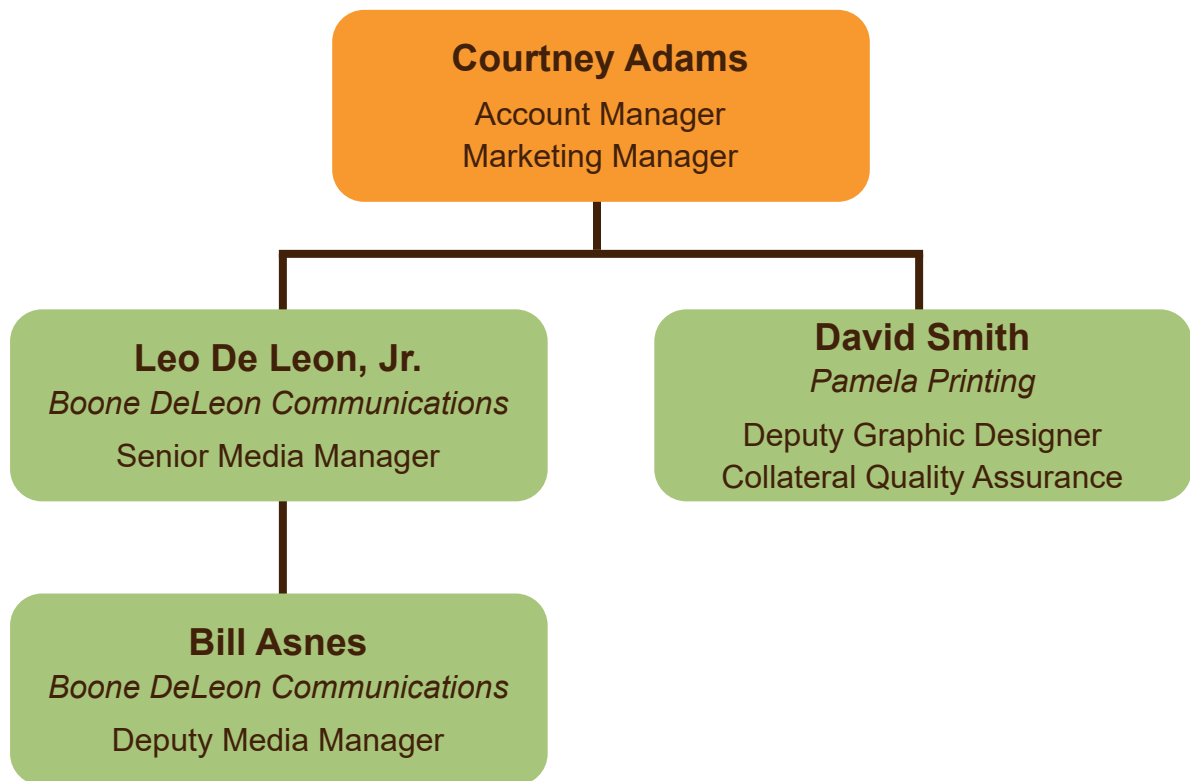
- Fort Bend Transit
- City of Sugar Land, Missouri City, Rosenberg, Stafford, Richmond, Needville, and Meadows Place
- Fort Bend County Fair
- Fort Bend County
- FBISD
- Classic Chevrolet
- South West Water
- Republic Services

VRA has been working alongside Pamela Printing for the last five years to support FBT in its ticket book printing and development of FBT marketing collateral pieces.

VRA ORGANIZATIONAL CHART



SUBCONTRACTOR ORGANIZATION CHART



RESUMES

The following pages provide the resumes of the key personnel identified in the above organizational charts.



FIRM

Vesta Rea & Associates, LLC

EXPERIENCE

Years with Firm: 34

Industry Experience: 40+

CITY OF RESIDENCE

Houston, TX

EDUCATION

Albion College; BA, Journalism,
Business

SKILLS

Public Outreach Coordination
Outreach Strategy Development
Technical Writer/Editor
Stakeholder Management
Public Surveying (intercept,
observation, mystery, telephone,
digital)
Business Development +
Training

Vesta Rea-Gaubert

Project Role: Project Oversight; Political Outreach Liaison

Vesta ReaGaubert founded Vesta Rea & Associates, LLC in 1990 and brings more than 40 years of communications and public outreach experience to a variety of transportation projects.

Vesta is recognized nationally as a transportation communications strategist and political consultant with expertise in the development and implementation of public information and communication plans. She acts as a communications liaison for identifying stakeholders and writing, producing and distributing promotional and informational project materials. She coordinates and implements public engagement programs associated with state and federally funded projects, public meetings/hearings/focus groups and the communications support materials necessary for a project's success. She is known for her communications and consensus building skills; she is an expert on diffusing public opposition and educating communities on the economic benefits of infrastructure improvements and sustainable development.

Vesta's many years in the transportation industry has allowed her to establish an extensive local, state and federal network that has benefited many of VRA's clients. As a **Business Maker** pursuing public agency projects, she understands the balance of political expertise and all-encompassing market research.

Vesta, a published journalist in more than 100 consumer and trade publications, writes and produces brochures, presentations, speeches, position papers, grants, and promotional materials. She creates opinion surveys and develops and implements stakeholder survey questionnaires.

Vesta Rea-Gaubert Relevant Project History:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Vesta's Role: Principal Marketing Coordinator

VRA was contracted by Fort Bend County Public Transportation (FBCPT) in 2019 to provide marketing services with a specific focus on increasing awareness of its services among Fort Bend County residents and implementing revenue-generating marketing strategies to improve ridership numbers. VRA's marketing efforts, which are currently ongoing, extend to both services: Commuter Park and Ride and Demand Response.

Since 2019, VRA is either currently performing or has performed the following tasks under the Marketing Services contract:

- Conducted market research efforts first for the Commuter Park and Ride service and then the Demand Response service, which included a SWOT analysis; a ridership survey on both services; a community-wide public survey to gauge awareness of the services among the County residents, determining service usage, rider wants and needs, and identifying the core ridership demographics; analyzing transit trends in the County; and categorizing the county population into audience groups to assist with marketing efforts.
- Conducted a Brand Audit, which included a ridership and community-wide survey to gauge the awareness and recall strength of the brand. The survey data indicated low recognition, which led to the recommendation of a rebrand which was agreed to by the Client.
- Implemented a rebranding campaign for the public transit service, changing its name to Fort Bend Transit or FBT. VRA also developed a new logo, new taglines for each service to create individuality, updated color scheme, a comprehensive branding guidelines document, and updated the messaging to carry FBT forward with a new focus and goals.
- Development of annual marketing plans for the service that focus on short-term and long-term goals with corresponding strategies to be implemented at FBT's request.
- Developed and implemented a social media strategy for FBT that created two-way communication channels between the service and its rider base, which had not existed before.
- Development and implementation of an ongoing advertising strategy for FBT that includes the development of commercials for the two services, bi-annual media schedules, and media buying/placement efforts
- Development of marketing collateral on an as-requested basis, including infographics, flyers, brochures, banners, table cloths, schedules, digital route maps, etc.

Outcome: Although the project is currently ongoing, anticipated to end on April 30, 2024, VRA successfully rebranded the public transit service by implementing a new name, updated color scheme, new logo and updated messaging. The new image of Fort Bend Transit (FBT) saw a successful rebranding campaign that resulted in positive image recognition and recall among Fort Bend County residents. Two-way communication channels were created by VRA utilizing Facebook and Twitter (now known as “X”), which were the most utilized platforms among FBT’s target audience groups. VRA also strengthened FBT’s portfolio of creative assets through the development of evergreen advertising videos, travel-friendly new rider service schedules, new digital maps, new outreach collateral such as table cloths and banners, and more. The market research efforts performed throughout the contract also introduced baseline metrics to FBT which had not previously existed, along with the identification of target audience groups and personas for successful marketing purposes.

IAH Residential Noise Mitigation Program, Houston Airport System

08/2011-01/2019

Houston, TX

Vesta’s Role: Public Outreach Coordinator

VRA was responsible for the entire communications program associated with the HAS Residential Noise Mitigation Program following the FAA Standards Program. VRA designed and implemented a comprehensive Neighborhood Outreach Program that both informed and solicited input from the communities affected by runway noise. VRA designed and managed the website and produced project newsletters and update mailers. The overall program consisted of the following:

- Program Materials
- Informational Brochure
- Homeowners Handbook
- Pre-Construction Questionnaire
- Pre-Construction Brochure
- Post-Construction Homeowner Satisfaction
- Program Forms
- Program Newsletter
- Public Information
- Additional Community Outreach
- Contractor Outreach
- Website design/maintaining
- Support for Non-Eligible Homeowners

Outcome: VRA effectively designed and produced all stakeholder outreach collateral, keeping the homeowners consistently aware of project phases and construction progress. VRA contacted, via telephone, all 152 homeowners to detail the construction process and establish open lines of communication between the homeowners and VRA, acting as representatives for our client.

Brand Development, Conroe-North Houston Regional Airport

06/2013-09/2016

Conroe, TX

Vesta's Role: Project Manager

VRA was contracted in 2013 to bring U.S. CBP clearing capabilities to the Conroe-North Houston Regional Airport (previously known as Lone Star Executive Airport). Coinciding with the new facility, the airport separately contracted VRA to perform a rebranding of the airport to more closely align with the new clients being targeted by marketing efforts. After performing market research and reviewing current ongoing marketing efforts, VRA created a new airport name, designed a new logo and created new messaging to directly target specific audiences/clientele.

At the completion of the clearing facility, VRA was responsible for hosting a grand opening for the facility. The details involved for this event included:

- Database development of stakeholders and media contacts
- Creation and distribution of press releases
- Design and printing of event collateral: save the dates, invitations, event programs, event signage
- Media liaison
- Hire and oversee catering
- Event location and design details
- Photography

Outcome: Acting as media liaison, VRA was able to get the airport's facility and grand opening event showcased in national aviation magazines. Dozens of local and state-wide government and political leaders attended the event, as well as local and regional media outlets. With the targeted marketing efforts put into place, the airport exceeded its estimated 100 incoming flight projection by totaling more than 200 flights in the first year at the clearing facility.



FIRM

Vesta Rea & Associates, LLC

EXPERIENCE

Years with Firm: 9

Industry Experience: 12

CITY OF RESIDENCE

Houston, TX

EDUCATION

University of Tennessee,
Knoxville; BS, Public Relations

SKILLS

Project Management

Public Outreach Coordination +
Strategy Development

Community Engagement +
Strategy Development

Integrated Marketing
Communications Strategy
Development + Implementation

Market Research + Reporting

Creative Services (graphic design,
branding, messaging)

Social Media Management +
Strategy Development

Website Design/Content
Development

Technical Writer/Editor

Public Surveying (intercept,
observation, mystery, telephone,
digital)

Courtney Adams

Project Role: Account Manager; Marketing Manager

Courtney Adams joined VRA in 2015 and serves as VRA's project manager, handling all project details and working hand-in-hand with all staff roles to deliver projects to 100% completion. Courtney is a committed communications professional with over 10 years of integrated marketing communications (IMC), outreach and engagement, and public relations experience.

At VRA, Courtney provides IMC strategy development, market research, technical writing and editing, graphic design, and social media management and strategy development. She is an expert on the application of all types of social media, as well as the proper usage of each platform in a business environment. She is proficient in graphic design applications, such as Adobe Illustrator and InDesign. Courtney brings a robust new media background; whether it is for research or networking, she can navigate these systems to provide the specific strategies a client needs to market its message or product either in the new "social" age of media or through more traditional outlets.

Before coming to VRA, Courtney worked on IMC campaigns, where her skills included:

- Bringing together public relations, advertising, direct marketing and promotions into one IMC campaign, writing measurable objectives for each functional area
- Gathering relevant demographics and geographical data on specified target audience's necessary to develop, recommend and execute strategies that resulted in effective public relations programs
- Developed news releases, media kits and collateral marketing material
- Developed an integrated social media plan utilizing relevant social media outlets dependent upon target audience groups
- Rebranding

Courtney Adams Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Courtney's Role: Deputy Marketing Manager

VRA was contracted by Fort Bend County Public Transportation (FBCPT) in 2019 to provide marketing services with a specific focus on increasing awareness of its services among Fort Bend County residents and implementing revenue-generating marketing strategies to improve ridership numbers. VRA's marketing efforts, which are currently ongoing, extend to both services: Commuter Park and Ride and Demand Response.

Since 2019, VRA is either currently performing or has performed the following tasks under the Marketing Services contract:

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- Developed and implemented a social media strategy for FBT that created two-way communication channels between the service and its rider base, which had not existed before.
- Development and implementation of an ongoing advertising strategy for FBT that includes the development of commercials for the two services, bi-annual media schedules, and media buying/placement efforts
- Development of marketing collateral on an as-requested basis, including infographics, flyers, brochures, banners, table cloths, schedules, digital route maps, etc.

Outcome: Although the project is currently ongoing, anticipated to end on April 30, 2024, VRA successfully rebranded the public transit service by implementing a new name, updated color scheme, new logo and updated messaging. The new image of Fort Bend Transit (FBT) saw a successful rebranding campaign that resulted in positive image recognition and recall among Fort Bend County residents. Two-way communication channels were created by VRA utilizing Facebook and Twitter (now known as “X”), which were the most utilized platforms among FBT’s target audience groups. VRA also strengthened FBT’s portfolio of creative assets through the development of evergreen advertising videos, travel-friendly new rider service schedules, new digital maps, new outreach collateral such as table cloths and banners, and more. The market research efforts performed throughout the contract also introduced baseline metrics to FBT which had not previously existed, along with the identification of target audience groups and personas for successful marketing purposes.

Guest Experience Initiative, Houston Airport System

04/2023 – Ongoing

Houston, TX

Courtney’s Role: Communications Strategist; Graphic Designer; Deputy Project Manager

In 2023, the Houston Airport System (HAS) selected CXE, Inc. to provide comprehensive on-call guest experience (GX) management consulting services in support of the newly re-energized HAS GX Initiative. VRA was contracted by CXE, Inc. to provide the following scopes of work to support the initiative:

- Marketing, branding, and graphic design support
- Internal and External Communication Plan development and implementation
- Stakeholder outreach and engagement
- Project documentation management
- Mystery Shopping survey support

Outcome: The Guest Experience Initiative is still ongoing. To date, VRA performs or has completed the following tasks in relation to the HAS GX Initiative:

- Develop communication collateral pieces to inform and educate stakeholders about the initiative and provide GX advocates with talking points
- Developed the HAS GX Initiative internal communication plan
- Develop presentation materials for the stakeholder meetings
- Developed an Excel-based actionable task tracking program for the HAS GX Team and selected HAS divisions to use as a project management tool to accomplish GX action plans for each division

- Provide documentation management in the form of meeting summary reports for all project-related planning meetings and stakeholder engagement meetings
- Serve as the Deputy Project Manager when the CXE Project Manager is unavailable

METRO Houston Mystery Rider Program

11/2019 – 09/2020

Houston, TX

Courtney's Role: Project Manager

VRA was contracted by the Metropolitan Transit Authority of Harris County (METRO) to conduct a mystery rider survey throughout its service area. The survey was originally developed with a focus on the condition of METRO's assets, such as bus stops and buses; safety protocols; the behavior and attitudes of bus operators; and the effectiveness of operations from a public perspective.

VRA put together a team of five surveyors that performed surveys seven days a week with hours ranging from 6 a.m. to 9 p.m. VRA was responsible for developing the surveyor's schedules to ensure METRO's high priority routes were the main focus for data collection. VRA reviewed the data collected on a daily basis for accuracy and synthesized the data into weekly reports delivered to METRO.

Six months into the project, Houston, just like the rest of the U.S., experienced the outbreak of the coronavirus. The mystery rider program was paused for four months to evaluate next steps. A new survey was developed with a heightened focus on the safety and cleaning protocols that were put into place by METRO to combat COVID-19. VRA was given a more restrictive list of high priority routes that became the focus of schedule development.

Outcome: VRA's original project goal was 2,500 completed surveys in 12 months. Due to the coronavirus, the project was paused for four months. VRA completed 2,363 surveys between the two phases that spanned eight months.

Brand Development, Conroe-North Houston Regional Airport

06/2013-09/2016

Conroe, TX

Courtney's Role: Event Specialist; Deputy Project Manager

VRA was contracted in 2013 to bring U.S. CBP clearing capabilities to the Conroe-North Houston Regional Airport (previously known as Lone Star Executive Airport). Coinciding with the new facility, the airport separately contracted VRA to perform a rebranding of the airport to more closely align with the new clients being targeted by marketing efforts. After performing market research

and reviewing current ongoing marketing efforts, VRA created a new airport name, designed a new logo and created new messaging to directly target specific audiences/clientele.

At the completion of the clearing facility, VRA was responsible for hosting a grand opening for the facility. The details involved for this event included:

- Database development of stakeholders and media contacts
- Creation and distribution of press releases
- Design and printing of event collateral: save the dates, invitations, event programs, event signage
- Media liaison
- Hire and oversee catering
- Event location and design details
- Photography

Outcome: Acting as media liaison, VRA was able to get the airport's facility and grand opening event showcased in national aviation magazines. Dozens of local and state-wide government and political leaders attended the event, as well as local and regional media outlets. With the targeted marketing efforts put into place, the airport exceeded its estimated 100 incoming flight projection by totaling more than 200 flights in the first year at the clearing facility.

IAH Residential Noise Mitigation Program, Houston Airport System

08/2011-01/2019

Houston, TX

Courtney's Role: Communications Specialist

VRA was responsible for the entire communications program associated with the HAS Residential Noise Mitigation Program following the FAA Standards Program. VRA designed and implemented a comprehensive Neighborhood Outreach Program that both informed and solicited input from the communities affected by runway noise. VRA designed and managed the website and produced project newsletters and update mailers. The overall program consisted of the following:

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- Program Newsletter
- Public Information
- Additional Community Outreach
- Contractor Outreach
- Website design/maintaining
- Support for Non-Eligible Homeowners

Outcome: VRA effectively designed and produced all stakeholder outreach collateral, keeping the homeowners consistently aware of project phases and construction progress. VRA contacted, via telephone, all 152 homeowners to detail the construction process and establish open lines of communication between the homeowners and VRA, acting as representatives for our client.

IAH Subway Passenger Destination Survey, Houston Airport System

10/2017

Houston, TX

Courtney's Role: Deputy Project Manager; Manager, Field Surveyors

VRA was contracted to perform transit surveys for HAS at IAH. VRA secured, organized and managed scheduling for 12 surveyors over a three-day period for a total of 40 hours. The surveyors were placed on a total of six train cars and were responsible for conducting intercept surveys to determine the purpose and destinations of the riders, as well as the wait time and frequency of the trains, as they commuted between the five IAH terminals and parking areas.

Outcome: The survey was conducted over three days. During those three days, 3,893 surveys were conducted. The team counted 8,132 riders boarding and disembarking the various train cars. VRA's client had set a survey goal of 3,000, which was exceeded.



FIRM

Vesta Rea & Associates, LLC

EXPERIENCE

Years with Firm: 15

Industry Experience: 30

CITY OF RESIDENCE

Houston, TX

SKILLS

Creative Services (graphic design, branding, messaging)

Website Design/Content Development

Copy Writer/Editor

SOFTWARE

Adobe Illustrator

Adobe InDesign

Adobe Photoshop

Jen Geibels

Project Role: Senior Graphic Designer

Jen Giebels has been the lead graphic designer for VRA since 2009. She is responsible for all layout and design concepts for VRA's clients requiring support with logo creation, technical report layout, newsletter layout, and any publication and promotional material design.

Jen has over a decade of experience working with such design software's as Adobe Illustrator and InDesign. She delivers creative designs and dynamic layouts that address the identified audiences. Her mission is to pull the reader in and create a desire to turn the page through eye-catching illustrations, colors, contrast and photography.

Jen was formerly the chief designer for the Minute Maid Company and the Igloo Products Corporation.

Jen Geibels Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Jen's Role: Senior Graphic Designer

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Brand Development, Conroe-North Houston Regional Airport

06/2013-09/2016

Conroe, TX

Jen's Role: Graphic Designer

VRA was contracted in 2013 to bring U.S. CBP clearing capabilities to the Conroe-North Houston Regional Airport (previously known as Lone Star Executive Airport). Coinciding with the new facility, the airport separately contracted VRA to perform a rebranding of the airport to more closely align with the new clients being targeted by marketing efforts. After performing market research and reviewing current ongoing marketing efforts, VRA created a new airport name, designed a new logo and created new messaging to directly target specific audiences/clientele.

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Outcome: Acting as media liaison, VRA was able to get the airport's facility and grand opening event showcased in national aviation magazines. Dozens of local and state-wide government and political leaders attended the event, as well as local and regional media outlets. With the targeted marketing efforts put into place, the airport exceeded its estimated 100 incoming flight projection by totaling more than 200 flights in the first year at the clearing facility.

Rebranding Campaign, North Houston Association

03/2017-11/2017

Houston, TX

Jen's Role: Graphic Designer

NHA, a highly respected regional organization focused on transportation, environment and economic development in north Harris County and Montgomery County, contracted VRA to bring its brand assets and communications outreach into the 21st century. With the growth of its region over the past 35 years, the board elected to move forward with rebranding NHA in order to better represent its large membership interest.

VRA's team delivered the following to assist NHA in managing its brand in a way that builds and strengthens long-term customer loyalty. The scope included:

- Conduct stakeholder surveys and one-on-one stakeholder interviews, along with a full market analysis to determine relevant identity characteristics and messaging, and new association goals
- Develop a custom branding campaign, including new logo, tagline, and messaging, designed to establish an NHA identity that is individual and recognizable
- Create consistency among communication tools, which includes website, social media platforms, marketing collateral (luncheon pamphlets, brochures, other printed materials), and identity packets for staff (business cards, letterhead)
- Develop a new website that follows current branding guidelines, allows for consistent and efficient updating and communicating with the audience, and operates an effective e-commerce system
- Website capability that allows an interactive regional mobility plan map that is updated quarterly

Outcome: The stakeholder surveys conducted in the beginning of the project led to new industry leads for NHA, and prompted thoughts for future marketing and potential geographical changes. The website was designed and launched on time and within budget, with the adamant approval of the organization and its board.



FIRM

Vesta Rea & Associates, LLC

EXPERIENCE

Years with Firm: 5

Industry Experience: 7

CITY OF RESIDENCE

Houston, TX

EDUCATION

Lansing Community College;
AS, Information Technology

SKILLS

Public Outreach Coordination +
Strategy Development

Community Engagement +
Strategy Development

Technical Writer/Editor

Public Surveying (intercept,
observation, mystery, telephone,
digital)

Parrity Dumas

Project Role: Outreach and Engagement Manager; Survey Team Leader

Parrity Dumas joined VRA in 2019 and organizes and oversees all of VRA's major customer satisfaction surveys and public outreach assignments. She is responsible for researching target areas for the development of comprehensive outreach and engagement databases; developing relationships with organizations, associations and community hubs in the area that the effort would need to leverage; copy writing and editing of informative collateral pieces for public outreach efforts; and the development of approaches to successfully develop attendance in public outreach events for transportation and planning projects.

For VRA's survey efforts, Parrity performs the recruitment and onboarding of VRA's surveyors, ensuring goals and expectations are set for project success. She serves as the point of contact for all surveyors and supports the project manager in ensuring accurate data is being collected throughout the project effort.

Her meticulous focus on detail and organizational skills provides her the opportunity to be one of the senior technical supports to VRA's project manager.

Parrity Dumas Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Parrity's Role: Outreach Manager; Ridership Survey Lead

VRA was contracted by Fort Bend County Public Transportation (FBCPT) in 2019 to provide marketing services with a specific focus on increasing awareness of its services among Fort Bend County residents and implementing revenue-generating marketing strategies to

improve ridership numbers. VRA's marketing efforts, which are currently ongoing, extend to both services: Commuter Park and Ride and Demand Response.

Since 2019, VRA is either currently performing or has performed the following tasks under the Marketing Services contract:

- Conducted market research efforts first for the Commuter Park and Ride service and then the Demand Response service, which included a SWOT analysis; a ridership survey on both services; a community-wide public survey to gauge awareness of the services among the County residents, determining service usage, rider wants and needs, and identifying the core ridership demographics; analyzing transit trends in the County; and categorizing the county population into audience groups to assist with marketing efforts.
- Conducted a Brand Audit, which included a ridership and community-wide survey to gauge the awareness and recall strength of the brand. The survey data indicated low recognition, which led to the recommendation of a rebrand which was agreed to by the Client.
- Implemented a rebranding campaign for the public transit service, changing its name to Fort Bend Transit or FBT. VRA also developed a new logo, new taglines for each service to create individuality, updated color scheme, a comprehensive branding guidelines document, and updated the messaging to carry FBT forward with a new focus and goals.
- Development of annual marketing plans for the service that focus on short-term and long-term goals with corresponding strategies to be implemented at FBT's request.
- Developed and implemented a social media strategy for FBT that created two-way communication channels between the service and its rider base, which had not existed before.
- Development and implementation of an ongoing advertising strategy for FBT that includes the development of commercials for the two services, bi-annual media schedules, and media buying/placement efforts
- Development of marketing collateral on an as-requested basis, including infographics, flyers, brochures, banners, table cloths, schedules, digital route maps, etc.

Outcome: Although the project is currently ongoing, anticipated to end on April 30, 2024, VRA successfully rebranded the public transit service by implementing a new name, updated color scheme, new logo and updated messaging. The new image of Fort Bend Transit (FBT) saw a successful rebranding campaign that resulted in positive image recognition and recall among Fort Bend County residents. Two-way communication channels were created by VRA utilizing Facebook and Twitter (now known as "X"), which were the most utilized platforms among FBT's target audience groups. VRA also strengthened FBT's portfolio of creative assets through the development of evergreen advertising videos, travel-friendly new rider service schedules, new

digital maps, new outreach collateral such as table cloths and banners, and more. The market research efforts performed throughout the contract also introduced baseline metrics to FBT which had not previously existed, along with the identification of target audience groups and personas for successful marketing purposes.

Regional Goods Movement Plan, Houston-Galveston Area Council

05/2021 – 08/2023

Houston and Surrounding Areas, TX

Parrity's Role: Outreach Coordinator

VRA served as the Public Involvement Lead for the Houston-Galveston Area Council (H-GAC) Regional Goods Movement Plan (RGMP), which focused on goods movement within an eight-county region: Chambers, Liberty, Harris, Brazoria, Montgomery, Waller, Fort Bend, and Galveston.

The Communications Program designed for the development of the plan included four agency coordination meetings, six steering committee meetings, six stakeholder meetings, two public meetings, and interviews with each of the eight counties, TxDOT, the City of Houston, and Air Alliance Houston. VRA's responsibility began with the research and development of the master RGMP Public Involvement database, which was broken down by meeting type: Steering, Stakeholder, Public. This effort involved significant research into the eight counties to gain a comprehensive understanding of the many stakeholder groups. Once developed, VRA remained in control of the database, which was shared with the PI team and Client, ensuring its accuracy at all stages of the plan development.

Specific responsibilities managed by VRA included:

- all graphic development associated with the project's outreach / engagement efforts;
- contacting the appropriate audience group depending on the upcoming engagement meeting being advertised to ensure a high rate of participation through tactics such as email blasts, announcements posted on H-GAC's Engage website, leveraging community leaders and popular community hubs, and direct calling;
- assisting HDR with presentation material development;
- developing and facilitating any surveys performed during the engagement meetings, as well as developing and distributing post-meeting surveys;
- providing translation services for written materials used for the public meetings in Spanish, Mandarin and Vietnamese; and
- documenting the steering, stakeholder and public meetings through meeting summary reports that were submitted to H-GAC for posting on the project's Engage website

Outcome: The project saw the involvement of all major stakeholders throughout the plan

development, as well as successful public outreach efforts that resulted in public participation. VRA leveraged churches; community hubs; local associations and organizations; and databases belonging to local, regional and state agencies to ensure a comprehensive reach into each geographical areas of the eight counties. The RGMP was completed with adequate public, city, county, and corporate input to guide future decisions on good movement routes.

METRO Houston Mystery Rider Program

11/2019 – 09/2020

Houston, TX

Parrity's Role: Surveyor Leader; Deputy Data Analyst

VRA was contracted by the Metropolitan Transit Authority of Harris County (METRO) to conduct a mystery rider survey throughout its service area. The survey was originally developed with a focus on the condition of METRO's assets, such as bus stops and buses; safety protocols; the behavior and attitudes of bus operators; and the effectiveness of operations from a public perspective.

VRA put together a team of five surveyors that performed surveys seven days a week with hours ranging from 6 a.m. to 9 p.m. VRA was responsible for developing the surveyor's schedules to ensure METRO's high priority routes were the main focus for data collection. VRA reviewed the data collected on a daily basis for accuracy and synthesized the data into weekly reports delivered to METRO.

Six months into the project, Houston, just like the rest of the U.S., experienced the outbreak of the coronavirus. The mystery rider program was paused for four months to evaluate next steps. A new survey was developed with a heightened focus on the safety and cleaning protocols that were put into place by METRO to combat COVID-19. VRA was given a more restrictive list of high priority routes that became the focus of schedule development.

Outcome: VRA's original project goal was 2,500 completed surveys in 12 months. Due to the coronavirus, the project was paused for four months. VRA completed 2,363 surveys between the two phases that spanned eight months.



FIRM

Vesta Rea & Associates, LLC

EXPERIENCE

Years with Firm: 12

Industry Experience: 15

CITY OF RESIDENCE

Branson, MO

SKILLS

Stakeholder Coordination +
Strategy Development

Community Engagement +
Strategy Development

Creative Services (graphic design,
branding, messaging)

Social Media Management +
Strategy Development

Website Design/Content
Development

Technical Writer/Editor

Vashon Borich-Leach

Project Role: Social/New Media Manager

Vashon Borich-Leach is the Social / New Media Manager with VRA and has been performing creative and innovative project design and website development within the transportation industry for VRA for over a decade. While she is skilled at a variety of website techniques, she is exceptionally talented with rich media websites that include mobile-friendly versions of the site. She is up-to-date on the latest digital design processes and can build template-based sites to streamline the editing process and allow for easy web-based updates. Her websites are scalable and can be easily transitioned for a member of the client's team to manage.

Working closely with VRA's project manager, Vashon has assisted in the development of several public meetings, workshops and seminars, including theme development and graphic design. In addition to her work with VRA's graphic designers, Vashon is also an intricate part of VRA's creative team. She is well versed in creating promotional materials, brochures, and newsletters.

With an artistic and digital media background, she is able to quickly identify the message the client wants to convey and translate it into a marketable message to public agencies. Vashon is a published journalist and on the cutting edge when developing marketing strategies.

Vashon Borich-Leach Relevant Project Profiles:

Residential Noise Mitigation Program, Houston Airport System – IAH

08/2011-01/2019

Houston, TX

Vashon's Role: Website Development

VRA was responsible for the entire communications program associated with the HAS Residential Noise Mitigation Program following the FAA Standards Program. VRA designed and implemented a comprehensive Neighborhood Outreach Program that both informed and solicited input from the communities affected by runway noise. VRA designed and managed the website and produced project newsletters and update mailers. The overall program consisted of the following:

- Program Materials
- Informational Brochure
- Homeowners Handbook
- Pre-Construction Questionnaire
- Pre-Construction Brochure
- Post-Construction Homeowner Satisfaction
- Program Forms
- Program Newsletter
- Public Information
- Additional Community Outreach
- Contractor Outreach
- Website design/maintaining
- Support for Non-Eligible Homeowners

Outcome: VRA effectively designed and produced all stakeholder outreach collateral, keeping the homeowners consistently aware of project phases and construction progress. VRA contacted, via telephone, all 152 homeowners to detail the construction process and establish open lines of communication between the homeowners and VRA, acting as representatives for our client.

Website Redevelopment and Design, Bayou Land Conservancy

04/2018 – 10/2018

Houston, TX

Vashon's Role: Website Development

VRA designed and developed a new website for the Bayou Land Conservancy (BLC), a non-profit organization, which followed existing branding guidelines and promoted the organization's new messaging. This allowed for consistent and efficient updating and communicating with its audience.

VRA rewrote the copy on BLC's old website, improving content and flow, and proceeded to interpret the messaging and brand characteristics in a more visual way. VRA prepared three (3) creative designs for the client's consideration. These represented BLC's new messaging that was incorporated with the organization's logo, color scheme, desired imagery/photography, theme,

etc. Upon review and selection of the preferred design, VRA moved forward with the final site's development.

Outcome: The website was completed before BLC's stated deadline. Once the website was approved, VRA tested the website to ensure complete functionality of forms, links, apps, as well as resolving possible compatibility issues. VRA delivered to BLC all physical creatives and all login information needed to manage and maintain the website. BLC officially launched the website in October 2018 at www.bayoulandconservancy.org.

Rebranding Campaign, North Houston Association

03/2017-11/2017

Houston, TX

Vashon's Role: Website Development

NHA, a highly respected regional organization focused on transportation, environment and economic development in north Harris County and Montgomery County, contracted VRA to bring its brand assets and communications outreach into the 21st century. With the growth of its region over the past 35 years, the board elected to move forward with rebranding NHA in order to better represent its large membership interest.

VRA's team delivered the following to assist NHA in managing its brand in a way that builds and strengthens long-term customer loyalty. The scope included:

- Conduct stakeholder surveys and one-on-one stakeholder interviews, along with a full market analysis to determine relevant identity characteristics and messaging, and new association goals
- Develop a custom branding campaign, including new logo, tagline, and messaging, designed to establish an NHA identity that is individual and recognizable
- Create consistency among communication tools, which includes website, social media platforms, marketing collateral (luncheon pamphlets, brochures, other printed materials), and identity packets for staff (business cards, letterhead)
- Develop a new website that follows current branding guidelines, allows for consistent and efficient updating and communicating with the audience, and operates an effective ecommerce system
- Website capability that allows an interactive regional mobility plan map that is updated quarterly

Outcome: The stakeholder surveys conducted in the beginning of the project led to new industry leads for NHA, and prompted thoughts for future marketing and potential geographical changes. The website was designed and launched on time and within budget, with the adamant approval of the organization and its board.



FIRM

Vesta Rea & Associates, LLC

EXPERIENCE

Years with Firm: 19

Industry Experience: 19

CITY OF RESIDENCE

Houston, TX

SKILLS

Administration

Billing / Invoicing

DBE Certification

Contract Management

Operational Management

SOFTWARE

Quickbooks

Martha Putnam

Project Role: Operations and Contracts Manager

Martha Putnam joined VRA in 2005 and oversees the firm's day-to-day operations. She works closely with VRA's clients on monitoring contracts; project cost, status and timelines; administrative support; invoicing procedures; and DBE monitoring.

Due to her strong attention to detail and organizational skills, Martha provides senior technical support to VRA's project manager. She plays a key role as support staff on the multiple projects VRA is involved on. When required, Martha joins the project manager in the field to assist with implementing surveys, organizing meetings, hearings, focus groups, presentations, etc.

Martha Putnam Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Martha's Role: Operations and Contracts Manager

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- Development of annual marketing plans for the service that focus on short-term and long-term goals with corresponding strategies to be implemented at FBT's request.
- Developed and implemented a social media strategy for FBT that created two-way communication channels between the service and its rider base, which had not existed before.
- Development and implementation of an ongoing advertising strategy for FBT that includes the development of commercials for the two services, bi-annual media schedules, and media buying/placement efforts
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Outcome: Although the project is currently ongoing, anticipated to end on April 30, 2024, VRA successfully rebranded the public transit service by implementing a new name, updated color scheme, new logo and updated messaging. The new image of Fort Bend Transit (FBT) saw a successful rebranding campaign that resulted in positive image recognition and recall among Fort Bend County residents. Two-way communication channels were created by VRA utilizing Facebook and Twitter (now known as "X"), which were the most utilized platforms among FBT's target audience groups. VRA also strengthened FBT's portfolio of creative assets through the development of evergreen advertising videos, travel-friendly new rider service schedules, new digital maps, new outreach collateral such as table cloths and banners, and more. The market research efforts performed throughout the contract also introduced baseline metrics to FBT which had not previously existed, along with the identification of target audience groups and personas for successful marketing purposes.

Brand Development, Conroe-North Houston Regional Airport

06/2013-09/2016

Conroe, TX

Martha's Role: Event Support

VRA was contracted in 2013 to bring U.S. CBP clearing capabilities to the Conroe-North Houston Regional Airport (previously known as Lone Star Executive Airport). Coinciding with the new facility, the airport separately contracted VRA to perform a rebranding of the airport to more closely align with the new clients being targeted by marketing efforts. After performing market research and reviewing current ongoing marketing efforts, VRA created a new airport name, designed a new logo and created new messaging to directly target specific audiences/clientele.

At the completion of the clearing facility, VRA was responsible for hosting a grand opening for the facility. The details involved for this event included:

- Database development of stakeholders and media contacts
- Creation and distribution of press releases
- Design and printing of event collateral: save the dates, invitations, event programs, event signage
- Media liaison
- Hire and oversee catering
- Event location and design details
- Photography

Outcome: Acting as media liaison, VRA was able to get the airport's facility and grand opening event showcased in national aviation magazines. Dozens of local and state-wide government and political leaders attended the event, as well as local and regional media outlets. With the targeted marketing efforts put into place, the airport exceeded its estimated 100 incoming flight projection by totaling more than 200 flights in the first year at the clearing facility.

IAH Residential Noise Mitigation Program, Houston Airport System

08/2011-01/2019

Houston, TX

Martha's Role: Operations and Contracts Manager

VRA was responsible for the entire communications program associated with the HAS Residential Noise Mitigation Program following the FAA Standards Program. VRA designed and implemented a comprehensive Neighborhood Outreach Program that both informed and solicited input from the

communities affected by runway noise. VRA designed and managed the website and produced project newsletters and update mailers. The overall program consisted of the following:

- Program Materials
- Informational Brochure
- Homeowners Handbook
- Pre-Construction Questionnaire
- Pre-Construction Brochure
- Post-Construction Homeowner Satisfaction
- Program Forms
- Program Newsletter
- Public Information
- Additional Community Outreach
- Contractor Outreach
- Website design/maintaining
- Support for Non-Eligible Homeowners

Outcome: VRA effectively designed and produced all stakeholder outreach collateral, keeping the homeowners consistently aware of project phases and construction progress. VRA contacted, via telephone, all 152 homeowners to detail the construction process and establish open lines of communication between the homeowners and VRA, acting as representatives for our client.



FIRM

Boone DeLeon Communications, Inc.

EXPERIENCE

Years with Firm: 45

Industry Experience: 60

CITY OF RESIDENCE

Houston, TX

SKILLS

Account Management

Strategy Development

Creative Development

Copywriting / copy editing

Production Management

Operational Management

Market Research

Leo De León, Jr., CBC

Project Role: Senior Media Manager

Leo's expertise runs the gamut from strategic planning to ideation to implementation. Leo has been with Boone DeLeon Communications since 1979. Prior to joining Boone DeLeon, he was a senior broadcast producer at the worldwide firm, Young & Rubicam. Clients include: Houston Community College, the Art Institutes of America, AmeriHealth First HMO, The Houston Chronicle, General Mills, Procter and Gamble, Riviana Rice, METRO Transit Authority, the Houston Astros, U.S. Census Bureau, Verizon Wireless, Subway Sandwiches and many more.

He has served as Chairman of the American Advertising Federation – Houston (AAF-H) and currently chairs its Presidents Council. De León is a Senior Fellow and Board member of the American Leadership Forum and a graduate of the Center for Houston's Future. Leo has served on the Advisory Council of the University of Texas Moody College of Communications. He is a frequent speaker at Ad Federations and has served as a judge for numerous creative competitions throughout the country. He received a Bachelor of Science degree in Radio / TV / Film from The University of Texas and earned the designation as a Certified Business Communicator (CBC). De León was awarded the AAF Silver Medal Award in 2013.

Leo De León Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Leo's Role: Senior Media Manager

As subconsultant to VRA and working closely with VRA's Deputy Project Manager, Boone DeLeon Communications developed annual media strategies that were responsible for executing the FBT marketing strategy through high-value media channels that allowed FBT to get the “biggest bang for its buck,” meaning the channels chosen had significant reach into the primary audience markets being targeted by FBT's marketing strategy. Boone DeLeon's expert understanding of, and experience with, traditional media channels and emerging media outlets was critical in the media plan.

Boone DeLeon set up a comprehensive media schedule to execute each annual effort that included:

- Collaboration with VRA to understand the market research findings that impacted the marketing strategies and identified opportunities to leverage content to promote FBT through high-value channels and internet sites
- Worked to understand FBT's brand strategy and business objectives to ensure brand and messaging consistency
- Consulted on the planning of marketing, communications and public relations strategies to ensure appropriate usage and cost effectiveness
- Created excellent, viewer-centric, audience-targeted content for chosen media channels, including Cable TV, TV (no cable), Streaming TV, websites, streaming radio
- Coordinated content creation with VRA
- Managed and oversaw the scheduling of media spots
- Proactively researched new platforms or trends to identify and report on future opportunities
- Monitored and analyzed media results in regards to impressions, watch-through rates and other relevant metrics to gauge effectiveness for future media schedule decisions
- Analyzed trending topics to proactively identify opportunities and emerging issues

Outcome: While staying within the media budgets set each year, Boone DeLeon was able to consistently negotiate additional media spots that increased visibility for the FBT brand. Analytics for the media spots returned significant impression and watch-through results indicating successful media campaigns that reached appropriate target audience groups.

METRO STAR

Completed: 2018

Houston, TX

Leo's Role: Account Manager

When METRO combined several different vanpool services that existed in the region, Boone DeLeon Communications led the initiative to completely change the way people think about vanpooling. Boone DeLeon considered about 1,400 names that were developed by the agency, but also canvassed the van riders to have them participate. A totally new brand was developed. STAR was looked at as a new product with its own brand personality. Boone DeLeon conducted a focus group to gain insight into the name and the preliminary graphic design. The team named the service; designed the logo, van graphics, collateral materials, and ad specialties and, subsequently, created a media launch campaign that has added new van routes in the surrounding 8-county region. Media used was television, radio, outdoor billboards, community newspapers and internet advertising. E-mail programs and interactive enrollment were developed using traditional marketing methods as well as internet registrations not previously used by traditional vanpool programs.

METRO STAR Vanpool Digital Media Plan

Completed: 2018

Houston, TX

Leo's Role: Account Manager

Boone DeLeon Communications developed a media strategy responsible for executing the STAR Vanpool corporate brand strategy through corporate social media channels by engaging target audiences. Boone DeLeon's expert understanding of, and experience with, the social media universe, including traditional channels, emerging channels and communities, blogs, forums, and wikis was critical in the media plan.

Boone DeLeon set up a sophisticated program to execute this initiative that included:

- Connection with internal subject matter experts and managers to learn about and gather information on proposed company initiatives, upcoming events and holidays, and discover opportunities to leverage content to promote STAR Vanpool on social media and internet sites
- Worked to understand STAR Vanpool's brand strategy and business objectives, which required the team to learn quickly and articulate a variety of subject areas
- Built knowledge base of STAR Vanpool's impact on Houston commute
- Consulted on the planning of social media tactics for strategic communication plans

- Created excellent, reader-centric, audience-targeted content for corporate social media channels, including Facebook, Twitter (“X”), Instagram, YouTube and LinkedIn
- Coordinated content creation with STAR Vanpool’s agency partners
- Managed and oversaw the scheduling of social media posts through the social media content calendar
- Moderated and responded to comments, private messages or any other inbound messages on social media platforms or content management systems
- Proactively researched new platforms or trends to identify and report on future opportunities
- Monitored relevant conversations carrying out a variety of posts to gain customer insights
- Analyzed trending topics to proactively identify opportunities and emerging issues

Outcome: This program received high marks in elevating STAR Vanpool’s presence on various internet platforms. METRO continues to support and develop this media plan utilizing the strategies and tactics.

Houston-Galveston Area Council Commute Solutions

Completed: 2014

The surrounding 13-County Area

Leo’s Role: Account Manager

The Commute Solutions program provided commuters and businesses solutions for an improved commute. Boone DeLeon negotiated with Clear Channel Communications’ network (radio, outdoor and interactive) to introduce “Carpool Connector”. They also:

- Created radio spots and Public Service Announcements
- Negotiated General Market media schedule and “value added” element across all eight radio stations
- Coordinated the interactive development of the website
- Supervised the radio station event promotions (32 remotes / events)

Outcome: In two months, this program generated hundreds of registrants and added new carpoolers and received \$885,000 in bonus (free) spots.



FIRM

Boone DeLeon Communications, Inc.

EXPERIENCE

Years with Firm: 30

Industry Experience: 58

CITY OF RESIDENCE

Houston, TX

EDUCATION

Syracuse University;
BA, Radio, TV

SKILLS

Media Strategy Development
Media Planning and Negotiation
Media Buying
Creative Development
Copywriting / Copy Editing
Production Management
Market Research

Bill Asnes

Project Role: Deputy Media Manager

A graduate of Syracuse University in Radio and TV, Bill has been a fixture in the Houston advertising community since his arrival here in 1971. In addition to serving as Media Planner and Media Director at several major advertising agencies including Rives Dyke Y&R, Bozell & Jacobs, Marrot Communications and FKM, Bill has served on the Houston Advertising Federation Board of Directors. Some of the many accounts for which Bill has worked include St. Luke's Episcopal Hospital (recruiting), McGregor Medical Centers, Intermedics, Houston Community College, KUHT-Channel 8 (Houston PBS), Cameron Iron Works, McDonald's, the U.S. Census Bureau, METRO Star Vanpool, Popeye's Fried Chicken and Texas Parks and Wildlife.

His expertise in planning and buying stretches across all major media including consumer and business print, broadcast, out-of-home, direct marketing and digital media.

Bill Asnes Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

Bill's Role: Deputy Media Manager

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Outcome: While staying within the media budgets set each year, Boone DeLeon was able to consistently negotiate additional media spots that increased visibility for the FBT brand. Analytics for the media spots returned significant impression and watch-through results indicating successful media campaigns that reached appropriate target audience groups.

METRO STAR

Completed: 2018

Houston, TX

Bill's Role: Deputy Account Manager

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newspapers and internet advertising. E-mail programs and interactive enrollment were developed using traditional marketing methods as well as internet registrations not previously used by traditional vanpool programs.

METRO STAR Vanpool Digital Media Plan

Completed: 2018

Houston, TX

Bill's Role: Media Manager

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- Coordinated content creation with STAR Vanpool's agency partners
- Managed and oversaw the scheduling of social media posts through the social media content calendar
- Moderated and responded to comments, private messages or any other inbound messages on social media platforms or content management systems
- Proactively researched new platforms or trends to identify and report on future opportunities
- Monitored relevant conversations carrying out a variety of posts to gain customer insights
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Outcome: This program received high marks in elevating STAR Vanpool's presence on various internet platforms. METRO continues to support and develop this media plan utilizing the strategies and tactics.

Houston-Galveston Area Council Commute Solutions

Completed: 2014

The surrounding 13-County Area

Bill's Role: Deputy Account Manager

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Outcome: In two months, this program generated hundreds of registrants and added new carpoolers and received \$885,000 in bonus (free) spots.



FIRM

Pamela Printing

EXPERIENCE

Years with Firm: 40

Industry Experience: 40

CITY OF RESIDENCE

Houston, TX

EDUCATION

Texas A&M; BA, Marketing

SKILLS

Creative Development

Copywriting / Copy Editing

Production Management

Account Management

David Smith

Project Role: Deputy Graphic Designer; Collateral Quality Assurance

David Smith is a graduate of Texas A & M with a degree in marketing. He joined the family-owned Pamela Printing Company in January 1984. David is a past board member of Printing Industries of the Gulf Coast.

David Smith Relevant Project Profiles:

Marketing Services for Fort Bend County Public Transportation

05/2019 – 04/2024

Fort Bend County, TX

David's Role: Primary Printer; Deputy Graphic Designer; Collateral Quality Assurance

Pamela Printing was the primary printer used throughout the project. David worked closely with VRA's Deputy Marketing Manager to develop items such as:

- Flyers for community distribution and for posting on the FBT buses
- Infographics to inform and educate the community of FBT-specific content
- Innovative design collateral pieces such as FBT's die-cut Informational Folders that showcased a one-of-a-cut FBT bus design
- Marketing collateral pieces such as brochures
- Physical tickets books for each of FBT's services

Tabak Insurance

Monthly, every year

Sugar Land, TX

David's Role: Account Manager

Year-round, on a monthly basis, Pamela Printing is responsible for designing, proofing and performing quality assurance on 15,000 postcard mailers for Tabak Insurance.

HOA Newsletters

Current: Monthly basis

Multiple Locations

David's Role: Account Manager

Every month, Pamela Printing is responsible for proofing and performing quality assurance on HOA newsletters for the following Fort Bend County communities:

- Cinco Ranch Section II
- Cross Creek Ranch
- Greatwood
- Long Meadow Farms
- New Territory
- Riverstone
- Sienna
- First Colony

TAB 3

COMPANY PROFILE

Company Profile

VESTA REA & ASSOCIATES, L.L.C. (VRA)



Mailing Address: P.O. Box 73643
Houston, TX 77273

Physical Address: 5700 Cypresswood Dr.
Spring, TX 77379

Contact Person: Vesta Rea-Gaubert, President

Telephone: 281-376-4202

Synopsis:

Founded: 1990

Organization Type: Limited Liability Company

of Employees: 6

VRA was founded in 1990 by Vesta Rea-Gaubert as a technical marketing and public relations agency. It is known nationwide as a marketing and political force within the transportation industry. VRA is certified as a D/WBE woman-owned small business with over 10 public agencies in the U.S., and is a full-service marketing, public relations, public outreach, and political consulting firm. It is nationally recognized for its successes in supporting public and private clients providing “added value” on assignments in the following areas:

- Marketing Strategy Development / Research
- Marketing
- Public Relations
- Media Liaison
- Community / Public Engagement
- Customer/Client Satisfaction Surveys (field service, tabulation, analysis)
- Communication Plan Development
- Website Development / Maintenance
- Social Media Strategy Development
- Project Coordinator
- Workshops and Presentation Coaching
- Consensus Building / Focus Groups
- Document / Report Development and Editing
- Political Affairs
- Governing Agency Compliance / Coordination

SUBCONTRACTORS

BOONE DELEON COMMUNICATIONS, INC.

Physical Address: 201 Vanderpool Lane #48
Houston, TX 77024

Contact Person: Leo De Leon, President

Telephone: 713-952-9600



Synopsis:

Founded: 1947
Organization Type: Corporation
of Employees: 5

Boone Advertising, Inc. was founded in 1947 as an innovative agency with strong marketing orientation. The firm's business services have expanded into all sectors of marketing including advertising, public relations, promotions, sales, distribution, retail overlays, event and sports marketing, and retail merchandising. In 1986, the company's name changed from Boone Advertising to Boone DeLeon Communications, Inc. to more accurately reflect the agency's diversification into Total Integrated Marketing services. The agency's client list includes local, regional, and national businesses.

Throughout its long history, the firm has provided all disciplines of marketing communications for its trusted clients.

PAMELA PRINTING

Physical Address: 550 Julie Rivers Dr., Suite 310
Sugar Land, TX 77478

Contact person: David Smith, Manager

Telephone: 281-240-1313



Synopsis:

Founded: 1973

Organization Type: Corporation

of Employees: 16

Pamela Printing has been providing outstanding printing and graphic design services for more than 55 years, and services to the Fort Bend County area for 45+ years. As the preferred printer of the Sugar Land Space Cowboys, the company provides the following services:

- Marketing materials
- Direct mail
- Newsletters
- Rack cards
- Graphic design
- File manipulation
- Ticket book printing
- Banners
- Graphic production for vehicles

FINANCIAL CONDITION DESCRIPTION

The financial status of VRA has remained consistent for the past three years. In its history, there has never been a bankruptcy filed and all accounts payable are paid as agreed. There are no current conditions to identify.

Currently, there is \$100,000 unsecured business line of credit, of which 95 percent is available. The outstanding debt total is approximately \$10,000.

The signed Financial Condition Statement can be found in **Appendix A**.

VRA's financial statements for the past three fiscal years can be found in **Appendix A**. The financial statements provided have not been certified or audited due to the three-month timeframe required to perform the act, as stated by VRA's CPA. However, if VRA is shortlisted and/or selected for this project, it will provide certified audited financial statements for the past three fiscal years.

TAB 4

COST

Cost

The following table provides the costs associated with the proposed marketing plan and the additional scope items detailed in the earlier sections of this RFP response, along with the tactics and associated items VRA believes will be required to complete the scope items in their entirety. VRA has also provided the hourly rates for all staffing positions that will be involved on this project.

Associated Project Costs		
Agency Fees		Comments
Vesta Rea & Associates, LLC	\$19,500 annually	
Boone DeLeon Communications	\$1,750 / media campaign	VRA will keep the media commission.
Fixed Costs		
Item	Fixed Cost	Comments
Market Research & Analysis Effort	\$25,000 / effort	The market research process is estimated to take 12-16 weeks to complete. Cost is all-inclusive, including an on-bus survey, but does not include any printed collateral. Includes creation and printing of one (1) final report for client and one (1) digital file of report provided to the client.
Online Survey Software	\$1,500 annually	During the previous Market Research effort, FBT had access to survey software. VRA will use that access, if still available. If not, this software will be purchased for use.
Annual Marketing Plan Development	\$20,000	Includes creation and printing of one (1) final report for the client, and one (1) digital file of report provided to the client.
Sub-Marketing Strategy Development	\$5,000 / strategy	

Advertising Spot: creation of graphics, story board development, edit and production	TBD per spot development	Based on previous contract experience, the cost of developing the advertising spot will be handled through individual quotes, to be approved by FBT, since each effort held a separate cost based on needs and details.
Cable TV Media Buys	60% of allocated media campaign funds	
Radio Station Media Buys	10% of allocated media campaign funds	
Digital Media Buys	20% of allocated media campaign funds	
Photography	--	Preliminary prices will be provided should VRA be selected, as stated in the RFP.
Videography	--	Preliminary prices will be provided should VRA be selected, as stated in the RFP.
Survey Creation	\$8,000 / survey	Applicable to surveys desired outside of the market research phase.
Event Coordination	--	Based on previous contract experience, the cost of coordinating a community outreach event will be handled through individual quotes, to be approved by FBT, since each effort will have a separate cost based on size, needs, and details.
Presentation Creation	\$3,000 / presentation	
Press Release Development & Distribution	\$950 / press release	Includes research, copy writing, editing, design of outreach methods (individual emails for media, email blast for public, etc.), database confirmation, and distribution
Email Marketing Software	\$1,000 annually	

Speaking Engagement Research + Coordination + Speech Writing	\$10,000 / speaking engagement	
Press Conference Coordination	\$10,000 / conference	
General Services	Hourly Rate	Comments
Graphic Design	\$115 / hour	
Promotional Item Development	\$115 / hour	Includes copy writing, editing and layout design
Community Outreach Collateral Materials Development	\$115 / hour	Price reflects development of materials only; includes copy writing, layout and design of materials. Does not include printing.
Copy Writing	\$125 / hour	
Copy Editing	\$125 / hour	
Social Media Content Development	\$150 / hour	
Website Content Development	\$150 / hour	
Printing	--	Preliminary printing prices will be provided should VRA be selected, as stated in the RFP.
Event Attendance	\$65 / person / hour	The hourly rate reflects VRA attending a community outreach event and assisting. Does not include VRA coordinating the details.
Staffing Position	Hourly Rate	Comments
Project Oversight; Political Liaison	\$250.00	
Account Manager; Marketing Manager	\$180.00	
Senior Media Manager	\$250.00	
Deputy Media Manager	\$175.00	
Social/New Media Manager	\$150.00	
Outreach Manager	\$125.00	
Data Analyst	\$125.00	
Senior Graphic Designer	\$115.00	
Operations Manager	\$88.00	
Surveyor	\$38.00	Rate is per surveyor needed for effort

TAB 5

OVERALL COMPLETENESS OF PROPOSAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham IAS Group, A Higginbotham Company 11700 Katy Freeway, Suite 1100 Houston TX 77079	CONTACT NAME: Bee Bigtacion PHONE (A/C, No, Ext): 713-888-3951 E-MAIL ADDRESS: bbigtacion@higginbotham.net FAX (A/C, No): 713-952-9939
INSURED Vesta Rea & Associates, LLC PO Box 73643 Houston TX 77273	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

COVERAGES**CERTIFICATE NUMBER:** 963457121**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	PROFESSIONAL LIABILITY Retro Date: 07-21-2010			PHSD1813645	7/21/2023	7/21/2024	PER CLAIM ANNUAL AGGREGATE DEDUCTIBLE PER CLAIM \$1,000,000 \$1,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  RICHARD STEGALL 13739 SW FRWY SUGAR LAND, TX 77478	CONTACT NAME: RICHARD STEGALL PHONE (A/C, No, Ext): 281-491-2511 E-MAIL: ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Lloyds INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 43419
INSURED VESTA REA & ASSOCIATES, LLC 5700 CYPRESS WOOD DR HOUSTON, TX 77379-8202			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-CS-G146-3	06/10/2023	06/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			90-CS-G146-3	06/10/2023	06/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		90-ED-C269-3	12/21/2023	12/21/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		90-GM-G171-3	07/26/2023	07/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Vesta Rea & Associates, LLC												
Business Name (if different from legal name)													
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 34										
Federal ID # or S.S. #	76-0556369	SAM.gov Unique Entity ID #	C3LQZEWGD3Q4										
SAM.gov CAGE / NCAGE	1TAA3												
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	P O Box 73643												
City/State/Zip	Houston, TX 77273												
Physical Address	5700 Cypresswood Dr.												
City/State/Zip	Spring, TX 77379												
Phone Number	281-376-4202												
E-mail	martha@vestarea.com												
Contact Person	Martha Putnam												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> SBE-Small Business Enterprise <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise <input checked="" type="checkbox"/>	Certification # 21-5-3174 Certification # 2191 Certification # 1760556369500 Certification # 222097711	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr> <td>5/19/21</td> <td>5/31/24</td> </tr> <tr> <td>11/30/21</td> <td>11/30/24</td> </tr> <tr> <td>3/30/21</td> <td>3/30/25</td> </tr> <tr> <td>9/14/22</td> <td>9/30/24</td> </tr> </tbody> </table>	Cert Date	Exp Date	5/19/21	5/31/24	11/30/21	11/30/24	3/30/21	3/30/25	9/14/22	9/30/24
Cert Date	Exp Date												
5/19/21	5/31/24												
11/30/21	11/30/24												
3/30/21	3/30/25												
9/14/22	9/30/24												
Company's gross annual receipts	<\$500,000 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____										
NAICs codes (Please enter all that apply)	236220; 541611; 541613; 541820; 541910; 611430												
Signature of Authorized Representative													
Printed Name	Vesta Rea-Gaubert												
Title	President												
Date	2/15/24												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Vesta Rea & Associates, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P O Box 73643

6 City, state, and ZIP code

Houston, TX 77273

Requester's name and address (optional)

Fort Bend County

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 6 - 0 5 5 6 3 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Vesta R Gaudin

Date ► 2/15/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Job No.: 24-021

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 76-0556369

Company Name submitting Bid/Proposal: Vesta Rea & Associates, L.L.C.

Mailing Address: PO Box 73643, Houston, TX 77273

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business
NONE.

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Vesta Rea & Associates, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name]

[City and State]

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**
(Required for contracts over \$100,000.)

I, Vesta Rea-Gaubert, President, hereby certify on behalf of
(Name) (Title)
the Vesta Rea & Associates, LLC, that:
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. 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.

Executed this 15 day of February, 2024

Signed:

Vesta R. Gaubert

Printed Name:

Vesta Rea-Gaubert

Company Name:

Vesta Rea & Associates, LLC

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div style="text-align: center; color: red; font-size: 2em;">N/A</div> Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Vesta R. Gaubert</u> Print Name: <u>Vesta Rea-Gaubert</u> Title: <u>President</u> Telephone No.: <u>281-376-4202</u> Date: <u>2/16/2024</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE 2/15/24
SIGNATURE Vesta S. Gaubert
COMPANY Vesta Rea & Associates, LLC
NAME Vesta Rea-Gaubert
TITLE President



Consolidated Certification Form

Form PTN-130
(Rev. 8/23)
Page 1 of 22

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

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

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

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

Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

Award Exceeding \$25,000

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

☐ **Award Exceeding \$50,000**

24. Contracting with the Enemy

☐ **Award Exceeding \$100,000**

25. Lobbying Restrictions

☒ **Award Exceeding \$150,000**

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

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.
- C. The Recipient will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- D. The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Changes to Federal Requirements

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

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

4. Civil Rights

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

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

- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth

in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

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

7. Trafficking in Persons

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

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

8. False or Fraudulent Statements or Claims

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

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

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

9. Disadvantaged Business Enterprises

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Liquidated damages; and/or

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

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

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

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

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

part 1630;

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

12. Special Notification Requirements for States

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

13. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

14. Federal Tax Liability and Recent Felony Convictions

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

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

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

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. Per Texas Department of Transportation (TxDOT) policy, the 30-day payment window is reduced to 10-days from receipt of payment when the contractor is using state or federal funds pass-through TxDOT to reimburse subcontractors. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

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

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- E. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- D. Telecommunications or video surveillance services provided by such entities or using such equipment.
- E. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

18. Conformance with ITS National Architecture

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

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

19. Severability

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

Awards Exceeding \$10,000

20. Termination

A. Termination for Convenience

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

B. Termination for Default (Breach or Cause)

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

C. Opportunity to Cure

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach

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

21. Solid Wastes

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

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

Awards Exceeding \$25,000

22. Debarment and Suspension

The Recipient agrees to the following:

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

23. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

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

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

C. Federal Interest in Recovery

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

D. Enforcement

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

E. Agency Process

*Vendors may view the dispute resolution process here:

<https://www.fortbendcountytexas.gov/government/departments/purchasing-agent/fta-funded-procurements>

Awards Exceeding \$50,000

24. Never Contract with the Enemy

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

Awards Exceeding \$100,000

25. Lobbying Restrictions.

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

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

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

and

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

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

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

D. Lobbying and Disclosure Certification

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

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

Name of Company Vesta Rea & Associates, L.L.C.	Printed Name of Person Completing Form Vesta Rea-Gaubert
Date 2/14/2024	Signature 

Awards Exceeding \$150,000

26. Environmental Protection (Clean Air and Clean Water)

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

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

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

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

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

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

13. §2252.0012 Gov't Code Signature Authority

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

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

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

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

19. §2274.002 Energy Company Boycotts

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

20. §2274 Firearm Entities and Trade Association Discrimination

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

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

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

Certification to Purchaser

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

Name of Company:

Vesta Rea & Associates, L.L.C.

Address:

P.O. Box 73643, Houston, TX 77273

Telephone:

281-376-4202

SS# or Tax ID#:

760556369

Printed Name of Person Completing Form:

Vesta Rea-Gaubert

Signature

Vesta R. Gaubert

Date:

2/16/24

Description of Commodity Service:

Marketing: Public Relations

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☒ Sole Proprietorship ☐ General Proprietorship ☐ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☒ Yes ☐ No

If yes, what type?

DBE, WBE, HUB

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

- ☐ **1. Construction Related Clauses**
 - ☐ Federal and State
 - ☐ State Clauses
- ☐ **2. Rolling Stock Related Clauses**
 - ☐ Federal and State
 - ☐ State Clauses
- ☒ **3. Professional Services / Architectural Engineering**
 - ☒ Federal and State
 - ☐ State Clauses
- ☐ **4. Materials & Supplies Related Clauses**
 - ☐ Federal and State
 - ☐ State Clauses
- ☐ **5. Operations / Management Related Clauses**
 - ☐ Federal and State
 - ☐ State Clauses

3a. Federal Professional Services Architectural & Engineering Related Clauses

A. Rights in Data and Copyrights (R&D)

B. Patent Rights and Rights in Data

C. Termination Clause: (Select One)

- ☐ Termination for Convenience or Default (Architect and Engineering)
- ☒ Termination for Convenience (Professional or Transit Service Contracts)

☐ For Architectural and Engineering

A. Rights in Data and Copyrights

- I. Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- II. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - a. Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - b. Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- III. Federal Rights in Data and Copyrights. The Recipient agrees that:
 - a. General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
 - b. U.S. DOT Public Access Plan – Copyright License. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- IV. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third-Party Participants. Therefore, the Recipient agrees that:
 - a. Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
 - b. Other Reports. It must provide other reports related to the Award that FTA may request.
 - c. Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data

to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.

- d. Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA
 - e. Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.
 - f. Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use and acquired with FTA capital program assistance.
- V. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income and must be used in compliance with federal applicable requirements.
- VI. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- VII. Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- VIII. Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- IX. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:
- a. The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
 - b. The U.S. DOT Common Rules;
 - c. The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at <http://ntl.bts.gov/publicaccess/howtocomply.html>; or
 - d. Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

B. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. 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 FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and

shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

C. Termination Clauses

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Professional Services / A&E Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA's current fiscal year Certifications and Assurances (for fiscal year 2023), and shall download at:

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

Name of Company	Printed Name of Person Completing Form
Vesta Rea & Associates, L.L.C.	Vesta Rea-Gaubert
Date 2/16/24	Signature Vesta R. Gaubert

3b. State of Texas Required Clauses: A&E

- A. Buy Texas Affirmation
- B. RP8 E-Verify Program
- C. Anti-Trust Affirmation
- D. Standard of Care for Architectural and Engineering Contracts
- E. Code Indemnification
- F. Dispute Resolution Contract for Professional Services of Architect, Engineer, or Surveyor
- G. Professional Services Procurement Act

A. §2155.4441 Gov't Code Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Sub-recipient agrees that during the performance of a contract for services it shall purchase products and material produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

B. Executive Order No. RP8 E-Verify Program

Sub-recipient certifies that for contracts for services, Sub-recipient shall utilize the U.S Department of Homeland Security's E-Verify system during the term of the agreement to determine the eligibility of:

- I. All persons employed by the Sub-recipient to perform duties within Texas; and
- II. All persons, including subcontractors, assigned by the Sub-recipient to perform work pursuant to the Agreement within the United States of America.

C. §2155.005 Texas Government Code Anti-Trust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that

- I. In connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- II. In connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and
- III. Neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

D. §2254.0031 Gov't Code and §271.904(a)-(e) and (g) Tex Local Gov't Code Standard of Care for Architectural and Engineering Contracts

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Sub-recipient shall perform services

- I. With professional skill and care ordinarily provided by competent engineer or architect practicing under the same or similar circumstances and professional license, and
- II. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

E. §2254.0031 Gov't Code and §271.904 (a)-(e) and (g) Tex Local Govt Code Indemnification

Sub-recipient shall indemnify and hold harmless the State of Texas and TxDOT, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits and all related damages, costs, attorneys fees, and expense to the extent caused by, arising out of, or resulting from any acts of negligence, intentional torts, willful misconduct, personal injury, or damage to property, and/or otherwise related to Sub-recipient's performance and/or failures to pay a subcontractor or supplier by the Sub-recipient or its agents, employees, subcontractors, order fulfillers, consultants under contract to sub-recipient, or any other entity over which the contractor exercises control, or suppliers of sub-contractors in the execution or performance of the Agreement. The defense shall be coordinated by Sub-recipient with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Sub-recipient may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Sub-recipient and TxDOT agree to furnish timely written notice to each other of any such claim.

F. §2254.004 Gov't Code Dispute Resolution Contract for Professional Services of Architect, Engineer, or Surveyor

The Recipient will comply with Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under the agreement. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

- I. Notwithstanding Texas Government Code Chapter 2260.002 (3) and Chapter 114.12 and any other statute or applicable law, if the Sub-recipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Sub-

recipient may make a claim against Agency for breach of contract and the Agency may assert a counterclaim against Sub-recipient as is contemplated by Texas Government Code Chapter 2260, Subchapter B. In such event, Sub-recipient must provide written notice to Agency of a claim for breach of the agreement not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity:

- a. the nature of the alleged breach;
 - b. the amount the Sub-recipient seeks as damages; and
 - c. the legal theory of recovery.
- II. The chief administrative officer, or if designated in the Agreement another officer of TxDOT, shall examine the claim and any counterclaim and negotiate with Sub-recipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - III. If the negotiation under paragraph. Above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Agreement as to the parts of the claim that are not resolved.
 - IV. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with TxDOT, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Sub-provider's sole and exclusive process for seeking a remedy or an alleged breach of contract by TxDOT if the parties are unable to resolve their dispute as described in this section.
 - V. Nothing in this Agreement shall be construed as a waiver of the state's or TxDOT's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities, or be considered as a basis for estoppel. TxDOT does not waive any privileges, rights, defenses, or immunities available to TxDOT by entering into this Agreement or by its conduct or by the conduct of any representatives of TxDOT, prior to or subsequent to entering into this Agreement.
 - VI. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Sub-recipient:
 - a. filing suit pursuant to Chapter 114 of the Civil Practice and Remedies Code; or
 - b. initiating a contested case hearing pursuant to subchapter C of Chapter 2260 of the Texas Government Code.

G. §2254.004 Gov't Code Professional Services Procurement Act

In procuring architectural or engineering services, a government entity shall:

- I. First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract.
- II. At a fair and reasonable price.

Professional Services / A&E Certification

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

Name of Company	Printed Name of Person Completing Form
Vesta Rea & Associates, L.L.C.	Vesta Rea-Gaubert
Date	Signature
2/16/24	



Fort Bend County Public Transportation
INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR

A separate form should be completed for each DBE firm. (Offeror/Prime Contractor and/or Subcontractor/Subvendor)

Name of **Offeror/Prime Contractor**: Vesta Rea & Associates, L.L.C.

Name of Subcontractor/Subvendor: *(if applicable)* _____

Project Name: Marketing Services for Fort Bend County Public Transportation

IFB/RFP/RFQ Number: 24-021

1. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be certified at the time this solicitation is due), and asserts that said qualification is met with the ethnic code: K .

Ethnic Codes:

A) Black American Male

B) Black American Female

C) Hispanic American Male

D) Hispanic American Female

E) Native American Male

F) Native American Female

G) Asian Pacific American Male

H) Asian Pacific American Female

I) SubContinent Asian American Male

J) SubContinent Asian American Female

K) Non Minority Female

2. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project.

marketing; public relations; graphic design; community outreach; market research and analysis

This work will be performed at the following price \$ _____ (and/or 70 % of the total prime contract amount).

(If this form is being completed relative to a Subcontractor/Subvendor, note that this amount should be the same \$/% amount that is completed on the Subcontractor/Subvendor Participation Form.)

Vesta Rea-Gaubert

Printed Name of Offeror/Prime Contractor Authorized Representative

Vesta R. Gaubert

Signature of Authorized Representative

2/16/2024

Date Signed

Name of Firm that is DBE Certified (if different from Offeror/Prime Contractor): _____
(Subcontractor/Subvendor)

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed



Fort Bend County Public Transportation
INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR
A separate form should be completed for each DBE firm. (Offeror/Prime Contractor and/or Subcontractor/Subvendor)

Name of **Offeror/Prime Contractor**: Vesta Rea & Associates, L.L.C.

Name of Subcontractor/Subvendor: (if applicable) Boone DeLeon Communications, Inc.

Project Name: Marketing Services for Fort Bend County Public Transportation

IFB/RFP/RFQ Number: 24-021

1. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** (whichever is applicable) named above must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be certified at the time this solicitation is due), and asserts that said qualification is met with the ethnic code: C.

Ethnic Codes:

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------------|----------------------------------|
| A) Black American Male | B) Black American Female | C) Hispanic American Male | D) Hispanic American Female |
| E) Native American Male | F) Native American Female | G) Asian Pacific American Male | H) Asian Pacific American Female |
| I) SubContinent Asian American Male | J) SubContinent Asian American Female | K) Non Minority Female | |

2. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** (whichever is applicable) named above is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project.

advertising development; graphic design; media buying and placement

This work will be performed at the following price \$ _____ (and/or 25 % of the total prime contract amount).

(If this form is being completed relative to a Subcontractor/Subvendor, note that this amount should be the same \$/% amount that is completed on the Subcontractor/Subvendor Participation Form.)

Vesta Rea-Gaubert
Printed Name of Offeror/Prime Contractor Authorized Representative

Vesta R. Gaubert
Signature of Authorized Representative

2/16/2024
Date Signed

Name of Firm that is DBE Certified (if different from Offeror/Prime Contractor): Boone DeLeon Communications, Inc.
(Subcontractor/Subvendor)

Leo De Leon, Jr.
Printed Name of Authorized Representative

Leo De Leon, Jr.
Signature of Authorized Representative

02/16/2024
Date Signed



Fort Bend County Public Transportation (FBCPT) Subcontractor/Subvendor Participation

Instructions: The Offeror/Prime Contractor shall complete this form by providing the following required information: Company name and contact information of **all** subcontractors/subvendors proposed on this project, Status as a DBE or Non-DBE, Estimated \$ or % amount of Total Prime Contract, and Description of work to be performed/product to be provided. The subcontractors/subvendors listed on this form as DBEs must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be at the time this solicitation is due). Additionally, for each DBE subcontractor/subvendor listed on this form, the Offeror/Prime Contractor must complete the Intent to Perform as a DBE Contractor or DBE Subcontractor/Subvendor Form agreeing to the information.

Name of Offeror/Prime Contractor: Vesta Rea & Associates, L.L.C.

Project Name: Marketing Services for Fort Bend County Public Transportation

IFB/RFP/RFQ Number: 24-021

1	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Pamela Printing	281-240-1313	550 Julie Rivers Dr., Ste 310, Sugar Land, TX 77478	5%
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
	David Smith	david@pamelaprinting.com	Graphic design services; printing services	Non-DBE
2	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Boone DeLeon Communications, Inc.	713-952-9600	201 Vanderpool Lane #48, Houston, TX 77024	25%
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
	Leo De Leon	leo@boonedeleon.com	Advertising development; Media buying/placement	DBE
3	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

Upon execution of a contract with FBCPT, the undersigned **will enter into a formal agreement** with the DBE subcontractors/subvendors for work listed in this schedule and submit the agreement to FBCPT within 60 days of execution or before the subcontractor(s) performs work, whichever comes first. The undersigned agrees to the terms of this schedule by signing below and submitting the Intent to Perform as a DBE Contractor form (as completed by the DBE subcontractors/subvendors). If you are a DBE Offeror/Prime Contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

Vesta Rea-Gaubert
Printed Name of Authorized Representative of Offeror/Prime Contractor

Vesta R. Gaubert
Signature

2/16/2024
Date Signed

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vesta Rea & Associates, L.L.C.
Spring, TX United States

Certificate Number:
2024-1124876

Date Filed:
02/16/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 24-021
Marketing Services for Public Transportation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rea-Gaubert, Vesta	Spring, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Vesta Rea-Gaubert, and my date of birth is May 3, 1940.

My address is 5700 Cypresswood Drive, Spring, TX, 77379, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 16 day of February, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

APPENDIX A

FINANCIAL CONDITIONS STATEMENT FINANCIAL STATEMENTS FOR PAST 3 YEARS



Financial Condition Statement

The financial status of VRA has remained consistent for the past three years. There has never been a bankruptcy filed and all accounts payable are paid as agreed.

Currently there is a \$100,000 unsecured business line of credit of which 95% is available.

The outstanding debt total is approximately \$10,000.

Respectfully submitted:



Vesta Rea-Gaubert,
President

February 19, 2024

Attachments:

Profit and Loss Statements for years 2020, 2021, and 2022.

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
EXPENSES	43.24
Late Charges Assessed	-39.00
Gross Sales	
Reimbursable expenses	5,696.67
Gross Sales - Other	547,849.76
Total Gross Sales	553,546.43
Total Income	553,550.67
Gross Profit	553,550.67
Expense	
Background Check	172.44
FEDERAL INCOME TAXES	20,000.00
Employee Recruitment	1,198.04
Social Media	
Constant Contact	471.28
Social Media - Other	287.14
Total Social Media	758.42
Badging Costs	48.00
Printing	
Printing.VRA	338.42
Printing - Other	227.44
Total Printing	565.86
INSURANCE	
Flood	516.00
Commercial Liability Umbrella P	342.00
Insurance-Worker's Comp	435.00
Insurance-Prof. Liability	2,347.00
Insurance-Business Policy	774.46
Total INSURANCE	4,414.46
Loan-R. Gaubert	
Loan Repayment - R. Gaubert	10,000.00
Total Loan-R. Gaubert	10,000.00
Utilities	
Telephone-Tapal	1,048.15
Telephone-Premiere Global Servi	468.89
Telephone-VRA	33.08
Cable-Comcast	3,299.58
Telephone-Vonage	826.15
Telephone-ATT	890.34
Total Utilities	6,566.19
Donation	
Donation-Tax Deductible	170.00
Donation - Other	700.00
Total Donation	870.00
Labor	-14,492.50
Lodging	2,204.62
Reimburseable Expense	
Software	32.43
Survey Implementation/Analysis	206.30
Fuel	4.10
Mileage	49.46
Lodging	529.34
Parking	144.00

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2020

	Jan - Dec 20
Rental Car	214.00
Business Meals	452.63
Printing	2,396.10
Airfare	1,646.60
Total Reimbursable Expense	5,674.96
Contributions	
Contributions - political	150.00
Contributions - Other	450.00
Total Contributions	600.00
Auto	
Mileage	731.17
Auto Fuel and Expense	770.59
Auto-Tollway Expense	244.65
Auto-Repairs	2,080.75
Auto-Rentals	250.29
Auto-Registration	75.25
Total Auto	4,152.70
Reconciliation Discrepancies	0.01
Interest Charged - Credit Card	0.00
Membership Dues	11,097.50
Tax-Business Personal Property	188.94
Office Equipment	
Office Equipment-under \$1,000.	1,709.13
Office Equipment - Other	227.02
Total Office Equipment	1,936.15
Voided Check	0.00
ANNUAL FEE	50.00
DBE FEES	100.00
Airfare	763.37
Bank Chrg	35.00
Business Meals	2,060.99
Charitable donations	100.00
Conferences.VRA	
Tollroad Fees	8.70
mileage	24.08
Parking	96.00
Taxi	80.00
Airfare	11.20
Registration Fees	695.00
Hotel	401.90
Meals	41.65
Total Conferences.VRA	1,358.53
Contract Labor	126,801.60
Dues & Fees.VRA	195.25
Entertain.VRA	1,134.40
Equipment rental	438.41
Finance charges, cr card	347.17
Gifts.VRA	1,800.50
Interest exp - Line of Credit	2,283.83
Management fee	23,145.00
Marketing - VRA	2,089.83
Office Supplies	
Paper Clips	5.46
Laminating pockets	60.08
sheet protectors	10.99
CD/DVD	8.65

Vesta Rea & Associates, L.L.C.

Profit & Loss

02/15/24

January through December 2020

Cash Basis

	Jan - Dec 20
Calendars	51.92
Envelopes	48.44
Check Printing	153.65
Software	
Illustrator	227.20
Intuit Payroll	541.25
ACT	1,912.29
Acrobat Pro, InDesign & Illustr	1,066.80
InDesign	128.75
Software - Other	2,494.59
Total Software	6,370.88
Office Supply ST	10.10
Labels	60.42
Work Life Gift Card	-103.48
Computer Misc.	7.57
Paper/Dividers/Folders	234.63
Tape/Glue/Staples	100.39
Laser Ink	640.54
Ink	4,342.09
Pens/Pencils	67.17
PostIts	72.31
Office Supplies - Other	487.60
Total Office Supplies	12,629.41
Office maintenance	13,171.31
Parking and Taxi	54.32
Payroll	
Payroll Bonus 1	16,200.00
Salary	54,000.08
Total Payroll	70,200.08
Payroll Tax Expense	
FICA - company expense	3,566.03
Tax-FUTA	42.00
Tax-Medic	833.99
TAX-TEC	32.40
Payroll Tax Expense - Other	36.60
Total Payroll Tax Expense	4,511.02
Postage and Delivery	1,460.13
Professional fees	
Accountant	775.00
Total Professional fees	775.00
Publications	586.77
Rent	
Office Space	37,400.00
Total Rent	37,400.00
Repairs & maint	31,529.17
Subscriptions	169.31
Supplies	445.98
Technology.VRA	
CrashPlan	553.80
Hightail	210.99
Equipment Maintenance	4,011.56
Technology.VRA - Other	41.26
Total Technology.VRA	4,817.61
Travel-Advance	1,495.92
Uncategorized Expenses	2,425.15

Vesta Rea & Associates, L.L.C.
Profit & Loss
January through December 2020

	Jan - Dec 20
Web Site	-39.77
Total Expense	400,291.08
Net Ordinary Income	153,259.59
Net Income	153,259.59

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Late Charges Assessed	-44.20
Gross Sales	
Reimbursable expenses	12,310.13
Gross Sales - Other	339,980.49
Total Gross Sales	352,290.62
Total Income	352,246.42
Gross Profit	352,246.42
Expense	
Business Gifts	100.00
Credit Report	54.07
Owner Income	5,000.00
Current Liability Account	0.00
Short Term Liability	-33,776.00
Fees-City of Hstn Pay or Play	50.75
Errors and Adjustments	-0.96
Bereavement	434.92
Notary Services	109.99
Bonds	240.00
FEDERAL INCOME TAXES	11,400.00
Employee Recruitment	29.37
Social Media	
Constant Contact	650.09
Total Social Media	650.09
Badging Costs	119.00
Printing	540.05
INSURANCE	
Commercial Liability Umbrella P	342.00
Insurance-Worker's Comp	36.00
Insurance-Prof. Liability	2,367.00
Insurance-Business Policy	1,194.39
INSURANCE - Other	-10.00
Total INSURANCE	3,929.39
Utilities	
Telephone-Tapal	2,463.60
Telephone-Premiere Global Servi	338.93
Cable-Comcast	2,578.93
Telephone-ATT	880.26
Total Utilities	6,261.72
Donation	
Donation-Tax Deductible	100.00
Donation - Other	100.00
Total Donation	200.00
Labor	-1,705.00
Lodging	3,031.62
Reimbursable Expense	
Job Supplies	621.35
Office Supplies	418.49
Tollroad Fees	5.70
Mileage	110.77
Parking	10.00
Printing	9,024.46
Total Reimbursable Expense	10,190.77
Auto	

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2021

	Jan - Dec 21
Mileage	760.23
Auto Fuel and Expense	1,236.88
Auto-Tollway Expense	333.93
Auto-Repairs	1,694.94
Total Auto	4,025.98
Membership Dues	4,220.00
Tax-Business Personal Property	183.30
Office Equipment	
Office Equipment-under \$1,000.	504.47
Total Office Equipment	504.47
Voided Check	0.00
ANNUAL FEE	50.00
Subconsultants	8,700.00
Airfare	567.60
Awards Application	185.00
Bank Chrg	45.00
Business Meals	1,605.55
Conferences.VRA	
Sponsorship	1,000.00
mileage	111.53
Parking	48.00
Taxi	435.19
Airfare	438.00
Registration Fees	2,363.27
Hotel	2,164.18
Meals	650.19
Total Conferences.VRA	7,210.36
Contract Labor	67,255.75
Entertain.VRA	827.34
Finance charges, cr card	94.53
Gifts.VRA	116.89
Late Fees	68.00
Interest exp - Line of Credit	1,050.44
Marketing - VRA	2,892.13
Office Supplies	
trash bags	42.17
Cleaning supplies	85.50
Paper Towels	231.26
Paper Clips	6.49
Laminating pockets	36.68
USB thumb drives	64.92
calculator tape	7.57
binding covers	34.62
Comb binding	42.50
Calendars	73.99
Envelopes	50.11
Check Printing	196.80
Software	
Norton	54.11
Illustrator	99.42
Intuit Payroll	541.25
ACT	1,894.25
Acrobat Pro, InDesign & Illustr	1,030.07
InDesign	68.16
Software - Other	-224.12
Total Software	3,463.14
Office Supply ST	131.47
Labels	43.45
Work Life Gift Card	-58.73

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2021

	Jan - Dec 21
Computer Misc.	28.12
Paper/Dividers/Folders	359.68
Tape/Glue/Staples	7.01
Laser Ink	1,161.36
Ink	2,017.51
Pens/Pencils	29.84
PostIts	14.26
Binders	77.65
Office Supplies - Other	445.18
Total Office Supplies	8,592.55
Office maintenance	4,715.26
Parking and Taxi	126.66
Payroll	
Payroll Bonus	1,500.00
Payroll Bonus 1	10,300.00
Salary	98,900.84
Sick pay	783.00
Total Payroll	111,483.84
Payroll Tax Expense	
FICA - company expense	6,546.20
Tax-FUTA	126.00
Tax-Medic	1,530.97
TAX-TEC	62.81
Payroll Tax Expense - Other	62.90
Total Payroll Tax Expense	8,328.88
Postage and Delivery	643.03
Professional fees	
Accountant	775.00
Total Professional fees	775.00
Publications	572.03
Rent	
Office Space	17,400.00
Total Rent	17,400.00
Repairs & maint	15,851.56
Technology.VRA	
CrashPlan	479.25
Hightail	16.23
Equipment Maintenance	6,851.61
Total Technology.VRA	7,347.09
Travel-Advance	124.39
Travel and Lodging	
Trusted Traveler	0.00
ClearMe	179.00
Total Travel and Lodging	179.00
Web Site	351.86
Total Expense	282,953.27
Net Ordinary Income	69,293.15
Net Income	69,293.15

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
EXPENSES	143.88
Gross Sales	
Reimbursable expenses	13,181.05
Gross Sales - Other	308,712.50
Total Gross Sales	321,893.55
Total Income	322,037.43
Gross Profit	322,037.43
Expense	
Distribution-tax free	3,900.00
Voided Deposit	3,937.49
Business Gifts	20.00
Background Check	149.50
Credit card Adjustment	-1,680.52
Errors and Adjustments	-2.62
Bereavement	100.60
Bonds	240.00
Reimbursement	-432.00
Social Media	
Constant Contact	831.48
Total Social Media	831.48
Badging Costs	53.00
Printing	354.63
INSURANCE	
Commercial Liability Umbrella P	342.00
Insurance-Worker's Comp	582.00
Insurance-Prof. Liability	2,387.00
Insurance-Auto	-3,937.49
Insurance-Business Policy	788.00
Total INSURANCE	161.51
Utilities	
Telephone-Xfinity	1,878.55
Telephone-Tapal	2,053.00
Telephone-Premiere Global Servi	318.64
Cable-Comcast	2,462.37
Total Utilities	6,712.56
Donation	285.00
Labor	-137.50
Lodging	4,449.33
Reimbursable Expense	
Job Supplies	1,598.02
Badging Costs	32.00
Tollroad Fees	18.60
Mileage	170.83
Parking	16.00
Business Meals	812.87
Printing	7,910.00
Reimbursable Expense - Other	-5,516.90
Total Reimbursable Expense	5,041.42
Contributions	
Contributions - political	100.00
Total Contributions	100.00
Auto	

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2022

	Jan - Dec 22
Mileage	2,705.59
Auto Fuel and Expense	1,542.27
Auto-Tollway Expense	454.74
Auto-Repairs	3,997.75
Total Auto	8,700.35
Reconciliation Discrepancies	-0.09
34th Street	
Newsletters	-425.00
Total 34th Street	-425.00
Membership Dues	1,895.00
Tax-Business Personal Property	143.13
Office Equipment	
Office Equipment-under \$1,000.	1,080.32
Total Office Equipment	1,080.32
Voided Check	0.00
ANNUAL FEE	50.00
DBE FEES	100.00
Subconsultants	43,201.00
Bank Chrg	70.00
Business Meals	1,581.11
Conferences.VRA	
Sponsorship	100.00
Entertainment	8.26
mileage	25.16
Parking	28.00
Baggage Fee	60.00
Taxi	103.10
Airfare	1,226.50
Registration Fees	1,760.00
Hotel	1,432.03
Meals	126.59
Total Conferences.VRA	4,869.64
Contract Labor	67,268.00
Finance charges, cr card	96.87
Interest exp - Line of Credit	878.08
Marketing - VRA	2,807.57
Office Supplies	
Dividers	86.36
Cleaning supplies	727.04
batteries	6.77
rubber stamps	40.16
sheet protectors	23.27
Calendars	77.24
Envelopes	40.25
Check Printing	427.86
Software	
Otter Ai	64.95
Microsoft Exchange	307.00
Norton	227.30
Intuit Payroll	541.25
ACT	2,331.91
Acrobat Pro, InDesign & Illustr	1,566.82
Total Software	5,039.23
Office Supply ST	44.02
Work Life Gift Card	-50.04
Paper/Dividers/Folders	152.51
Laser Ink	1,119.95
Ink	2,293.22

Vesta Rea & Associates, L.L.C.

Profit & Loss

January through December 2022

	Jan - Dec 22
Pens/Pencils	34.45
PostIts	35.68
Binders	551.72
Office Supplies - Other	381.11
Total Office Supplies	11,030.80
Office maintenance	1,924.95
Parking and Taxi	131.19
Payroll	
Payroll Bonus 1	9,000.00
Salary	104,299.92
Total Payroll	113,299.92
Payroll Tax Expense	
FICA - company expense	6,745.60
Tax-FUTA	84.00
Tax-Medic	1,577.60
TAX-TEC	55.80
Payroll Tax Expense - Other	13.50
Total Payroll Tax Expense	8,476.50
Postage and Delivery	633.76
Professional fees	
Accountant	850.00
Total Professional fees	850.00
Publications	81.37
Rent	
Office Space	19,650.00
Rent - Other	500.00
Total Rent	20,150.00
Repairs & maint	14,520.45
Subscriptions	190.08
Technology.VRA	
CrashPlan	639.00
Equipment Maintenance	6,000.00
Total Technology.VRA	6,639.00
Telephone-VRA	205.30
Travel-Advance	600.00
Travel and Lodging	
ClearMe	-25.01
Total Travel and Lodging	-25.01
Web Site	298.94
Total Expense	335,407.11
Net Ordinary Income	-13,369.68
Net Income	-13,369.68

APPENDIX B

VRA DBE CERTIFICATION
BOONE DELEON DBE CERTIFICATION

From: [City of Houston](#)
To: [Martha Putnam](#)
Subject: Houston: Disadvantaged Business Enterprise (DBE) DBE and ACDBE Certification Update Approval Letter
Date: Thursday, July 20, 2023 3:47:08 PM



Vesta Rea-Gaubert
Vesta Rea & Associates, L.L.C.
P.O. Box 73643
Houston, TX 77273

Certification # 21-5-3174

Dear Vesta Rea-Gaubert:

CONGRATULATIONS! Your application for certification as a City of Houston **Disadvantaged Business Enterprise (DBE)** is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified **Vesta Rea & Associates, L.L.C.**, only for **Marketing Strategist & Political Consults, Project Management/Communication Training, Document & Speech Writing and Develop/Manage/Implement Customer Satisfaction Surveys for Transportation Industry Only: Market Research/Program Administration Management & Construction Management**. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

**NAICS: NAICS 236220: CONSTRUCTION MANAGEMENT,
COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 541611: ADMINISTRATIVE MANAGEMENT
CONSULTING SERVICES
NAICS 541613: MARKETING CONSULTING SERVICES
NAICS 541820: PUBLIC RELATIONS AGENCIES
NAICS 541910: MARKETING RESEARCH AND PUBLIC
OPINION POLLING
NAICS 611430: PROFESSIONAL AND MANAGEMENT
DEVELOPMENT TRAINING**

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed

copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdbbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works. We are also here to assist you with any problems on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;
2. Brokering or passing-through supply orders, wherein your contract includes dollars for supplies which you would only order from distributor or manufacturer;
3. Hiring members of the prime contractor's workforce;
4. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, through your own workforce, the exact scope of work submitted in the prime's contract documents;
5. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City Procurement Representation, externally by prime contractors and vendors as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and

corporations in their search for legitimate M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number, and a person or device for accepting your messages. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. They may call us for verification.

Seventh, Be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on the method used on each particular project. If you do not alter the product or use your firm's storage facilities/distribution equipment, then the M/W/S/DBE goal credit will be reduced.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:

http://purchasing.houstontx.gov/registration_form.aspx

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,



Marsha Murray
Director

The Office of Business Opportunity

Please note: If you received this approval letter due to the completion of your firm's ACDBE/DBE annual certification update and you have also received a proposed ACDBE/DBE decertification notification, this approval letter does not void or overrule that notification.

This message was sent to: martha@vestarea.com
Sent on: 7/20/2023 3:47:01 PM
System ReferenceID: 200707591



Leo De Leon
Boone De Leon Communications, Inc.
201 Vanderpool #48
Houston, TX 77024

Certification # 21-7-3164

Dear Leo De Leon:

CONGRATULATIONS! Your application for certification as a City of Houston Minority Business Enterprise (MBE) is approved for a three-year period thru February 29, 2024. The approval is contingent upon your firm maintaining certification eligibility throughout the three year period. Your firm will be required to complete a three year cycle review form to be considered for certification eligibility beyond the three year period. We will provide you with notification to submit the three year cycle review form prior to your firm's three year expiration date.

We have certified **Boone De Leon Communications, Inc.**, only for **Full Service Advertising And Public Relations; Hispanic Specialty**. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS 541810: ADVERTISING AGENCIES

The certification covers only the company, that is listed in this letter and not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Two months prior to the expiration date of your certification, you will receive instructions on how to complete the Three year cycle Update Form and Affidavit. This form must be completed and returned along with signed copies of your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C) for the past three years. Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works, and also provide you with assistance with any challenges you may have on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the MWBE goal for a scope of work for which you are not certified;
2. Serving as a pass-through by allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, with your own workforce, the exact scope of work represented in the prime's contract documents;
3. Hiring members of the prime contractor's workforce;
4. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.
5. OBO discovers that the firm provided false or misleading information for the purpose of certification during the original application process or as part of the certification update.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City procurement staff and externally by prime contractors and vendors to identify certified firms as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for confirmed M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number with means to leave a message, and a valid email address. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting with you must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. OBO may be called to verify the validity of your certification.

Seventh, be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on whether your company meets the commercially useful function requirements for material supplier credit.

Eighth, the expiration date, which appears on this Certification letter, approval certificate, or other related documentation will be superseded by a graduation date, should your firm be designated as an Established Business. Approval letters and certificates are available on demand for use via <https://houston.mwdbe.com> after logging into your firm's account.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our


FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:
http://purchasing.houstontx.gov/registration_form.aspx.

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marsha E. Murray".

Marsha Murray
Director
The Office of Business Opportunity



FORT BEND COUNTY, TEXAS
Request for Proposals (RFP)

**Marketing Services for
Fort Bend County Public Transportation**
RFP 24-021

Submitted by:
Vesta Rea & Associates, LLC
PO Box 73643, Houston, TX 77273
281-376-4202
www.vestarea.com



EXHIBIT B



January 7, 2025

Tennille Jones
Community Relations & Civil Rights Officer
Fort Bend County Public Transportation Department
3737 Bamore Road
Rosenberg, TX 77471

Tennille:

This letter is to inform you that Vesta Rea & Associates, LLC (VRA) has secured a new subcontractor to fulfill the advertising and media buying scope for RFP 24-021, Marketing Services for Fort Bend County Public Transportation. The new subcontractor is Calculated Conversions, a 12-person advertising and media services firm that has worked with numerous public and transportation agencies within the U.S.

As previously explained, Leo De Leon, president of Boone DeLeon Communications, decided to retire and close his company in November 2024. The closure of Boone DeLeon sparked our need for a new advertising and media buying agency since VRA does not offer those services in-house.

The attached Statement of Qualifications provides an overview of the qualifications and capabilities of Calculated Conversions, demonstrating they do have the expertise and skillset to manage the advertising for this project and deliver the desired results.

Sincerely,

A handwritten signature in blue ink that reads "Vesta Rea-Gaubert".

Vesta Rea-Gaubert
President
Vesta Rea & Associates, LLC

Enclosure:

Calculated Conversions Capabilities
Calculated Conversions Work Experience
Updated Projects Costs Spreadsheet

Calculated Conversions Capabilities

Founded in 2021, Calculated Conversions is an industry leading digital advertising ad tech/media services marketing company, serving agencies and businesses at local, regional, and national levels.

We leverage our partnerships to reach audiences across all verticals in every corner of the nation. We build customized audiences for targeting by understanding what your priorities and KPIs are first.

Through research and experience we help make recommendations with strategy and tactics, for each digital campaign. Our close, collaborative relationships with our in-house Ad Operations team helps us optimize each campaign in real-time, deprioritize what is not working, and remain nimble for any necessary shifts, to ensure its success. We have specialists in programmatic, search, and social to support all our agency and brand partners.

DIGITAL ADVERTISING CAPABILITIES

- **Programmatic Advertising** – uses machine learning and algorithms to purchase display and video space across millions of publishers to reach the right audiences with meaningful messaging.
- **Digital Display** – behaviorally and contextually targeted banners – standard & high-impact sizes; static, animated GIFs, and HTML5.
- **Native Advertising** – automatically match the look and feel of your ads to a publisher's website content, with ad formats that can appear within editorial content, news feeds, and more.
- **Video Advertising** – run your ads before, during, and after video content playing on premium streaming platforms and websites.

Reach audiences with interchangeable use of creative across all screens. Never in-banner, always tracking engagement and completions.

- **Streaming Audio** – Connect and engage with millions of people that use audio streaming services through Spotify, Pandora, iHeartMedia, SoundCloud, and more, reaching people who listen to music, news, podcasts, sports, and more.
- **Connected TV** – Over 50% of the population uses streaming services to access TV. Reach your audience on Connected TVs, Smart TVs, and OTT (over the top) streaming services.

- **Digital Out of Home** – (digital outdoor billboards) thousands of place-based locations including transit, movie theaters, airports, restaurants, malls, stadiums, grocery and more
- **Mobile Device ID location-based targeting** – reach and retarget your audience based on their precise location using hand drawn polygons and eliminating extraneous areas for live-targeting (only targeting the user when they are in a location or specific polygon) and retargeting (when they leave a location).

We also build custom audiences with look back data, and retarget people seen at a specific location within the last two years.

- **Data Insights** – create an accurate view of your customers through multiple touchpoints, giving you a 360-degree view of your customer's lifecycle.
- **Marketing Intelligence** – curate custom audiences, lookalike audiences, and measure both online and offline attribution through omnichannel advertising campaigns.

Search Engine Marketing & SEO

- **SEM/PPC (Search Engine Marketing)** – make your brand stand out in search results with SEM. Campaigns include a dedicated SEM expert, daily optimizations, and detailed reporting.
- **SEO (Search Engine Optimization)** – Search engine optimization for client websites who need to increase relevancy in search results. Long term growth strategies that help your website rank where you need to make the biggest impact for your target prospects.

Social Media Marketing

- **Social Marketing** – attract millions of consumers every single day, across the platforms on which they spend their time such as Facebook, Instagram, and LinkedIn.
 - Meta – Facebook & Instagram (Threads TBD)
 - LinkedIn
 - Twitter / X
 - TikTok
 - Snapchat
 - Pinterest

PROJECT & CAMPAIGN MANAGEMENT:

- Planning and development of strategy and customization of targeting for each tactic
- Production / execution against specific platforms
- Management of timelines / expectations for strategies
- Active campaign management and continual optimization for best performance
- Vendor coordination

OUR DIFFERENCE:

- We can ingest CRM lists with postal addresses into our proprietary system and reach the mobile devices in those locations.
- We can go back in time and “tag” devices for target at locations (specific stores, schools, etc. for example). We can also look at specific windows of time (3 months, 6 months, 9 months)
- Our proprietary technology allows us to polygon with a 3-foot accuracy, therefore not capturing unintended devices or wasting impressions on persons in adjacent locations, shopping centers, parks, sidewalks, parking lots.
- Our operations team watches and optimizes campaigns daily and will advise along the way.
- We can launch campaigns extremely quickly, when necessary (i.e., within 48 hours if we have all the access and creatives assets required).



Calculated Conversion Work Experience – Public Transit & City/Counties

Calculated Conversions has worked with numerous public agencies in the past. The following is a brief list, not inclusive, of the types of public agencies that are in-line with the scope of work being requested by Fort Bend Transit.

- 1) **City of Austin Watershed**
- 2) **City of Austin Transportation Dept.**
- 3) **Galveston CVB**
- 4) **Austin Water Department**
- 5) **Visit Silver City**
- 6) **City of Albuquerque**
- 7) **City of Phoenix**
- 8) **Grant County, NM**
- 9) **San Antonio Transit**
- 10) **Summit County, CO**

For the **City of Austin Watershed**, Calculated Conversions worked on its Flood Safety project in May 2024. Calculated Conversions developed and placed **PreRoll, CTV, and display ads** for the agency.

For the **City of Austin Transportation Department**, Calculated Conversions worked on its Project Connect in 2021. Calculated Conversions implemented **geofencing mobile ads** under its scope of work.

For Silver City, New Mexico, Calculated Conversions worked with **Visit Silver City** from August 2019 thru June 2020. Calculated Conversion's scope of work included **geofencing and display ads** that targeted adults 35-55 that were outdoor enthusiasts, adventure seekers, and interested in hiking. Through the advertising implemented by Calculated Conversions, new visitor foot traffic into the city and state was increased.

Projects Costs

**Please complete the Other Project Costs table below as proposed to Fort Bend County for
RFP 24-021 Marketing Services for Public Transportation:**

<u>Other Project Costs</u>			
<u>Description</u>	<u>Staff Member</u>	<u>Hourly Rate or Fixed Cost</u>	<u>Comments</u>
Data Analysis Software	Data Analyst	\$125.00 / hour	Software will not be purchased for data analysis. VRA's in-house data analyst builds the analysis tools in Microsoft Excel to ensure the Client can also access and use the program after contract end.
E-mail Marketing Software	Marketing Manager	\$180.00 / hour	
Sub-Marketing Strategy Development	N/A	\$1,000 annually	Fixed cost.
	Marketing Manager	\$5,000 / strategy	Fixed cost.
Cable TV Media Buys	Senior Media Manager	60% of allocated media campaign funds	The cost of media buying is determined on a "per media campaign" basis.
	Deputy Media Manager		
Radio Station Media Buys	Senior Media Manager	10% of allocated media campaign funds	The cost of media buying is determined on a "per media campaign" basis.
	Deputy Media Manager		
Digital Media Buys	Senior Media Manager	20% of allocated media campaign funds	The cost of media buying is determined on a "per media campaign" basis.
	Deputy Media Manager		
Newspaper Media Buys	Senior Media Manager	5% of allocated media campaign funds	The cost of media buying is determined on a "per media campaign" basis.
	Deputy Media Manager		
Promotional Item Development	Marketing Manager	\$180.00 / hour	Hourly rate reflects the development of items only, including copy writing, layout and design. Does not include printing costs.
	Senior Graphic Designer	\$115.00 / hour	
Social Media Content Development	Marketing Manager	\$180.00 / hour	
	Social Media Manager	\$150.00 / hour	
Market Research and Analysis	Marketing Manager	\$25,000 / effort	Fixed cost.
	Senior Media Manager		
	Data Analyst		
	Surveyor		
Marketing Plan and Strategy Development	Marketing Manager	\$20,000 / annual plan	Fixed cost.
	Senior Media Manager		
TV Advertising Spot	Marketing Manager	\$180.00 / hour	A fixed cost quote is developed for the development and production of each spot, provided to FBT for approval before moving forward.
	Senior Media Manager	\$250.00 / hour	
	Senior Graphic Designer	\$115.00 / hour	
Radio Advertising Spot	Marketing Manager	\$180.00 / hour	A fixed cost quote is developed for the development and production of each spot, provided to FBT for approval before moving forward.
	Senior Media Manager	\$250.00 / hour	
	Senior Graphic Designer	\$115.00 / hour	
Survey Creation	Marketing Manager	\$8,000 / survey	Fixed cost. Applicable to surveys desired outside of the market research phase.
	Outreach Manager		
Website Content Development	Marketing Manager	\$180.00 / hour	
	New Media Manager	\$150.00 / hour	
Collateral Outreach Materials	Marketing Manager	\$180.00 / hour	
	Outreach Manager	\$125.00 / hour	Hourly rate reflects the development of materials only, including copy writing, layout and design. Does not include printing costs.
	Senior Graphic Designer	\$115.00 / hour	
Event Coordination	Marketing Manager	\$180.00 / hour	
	Outreach Manager	\$125.00 / hour	
	Senior Graphic Designer	\$115.00 / hour	
Event Attendance	Marketing Manager	\$65 / person / hour	Hourly rate reflects VRA attending a community outreach event and assisting. Does not include VRA coordinating details.
	Outreach Manager		

Presentation Creation	Marketing Manager Outreach Manager Senior Graphic Designer	\$3,000 / presentation	
Press Release Development	Marketing Manager	\$950 / press release	VRA's Outreach Manager would be involved in the distribution of the press release, if that task fell to VRA.
Speaking Engagements	Political Liaison Marketing Manager Outreach Manager	\$10,000 / speaking engagement	Fixed cost. Includes the research, planning and coordination, day-of management, and speech writing.
Press Conference Coordination	Political Liaison Marketing Manager Outreach Manager	\$10,000 / conference	Fixed cost. Includes the research, planning and coordination, day-of management, and speech writing.
Online Survey Software	N/A	\$1,500 annually	Fixed cost. Will only be purchased if existing software is not available for use.

Projects Costs

Please complete the Staff Costs per Task table below as proposed to Fort Bend County for RFP 24-021 Marketing Services for Public Transportation:

STAFF LABOR HOURS PER TASK														
Job Role/Title	Company Name	Staff Member	Hourly Rate	Total Hours Per Task									Additional Cost IF APPLICABLE	Total Estimated Annual Costs
				Task 4.1 Market Research	Task 4.1 Estimated Hours	Task 4.2 Marketing Plan	Task 4.2 Estimated Hours	Task 4.3 Community Outreach	Task 4.3 Estimated Hours	Task 4.4 Public Relations	Task 4.4 Estimated Hours	Overall Project Management IF APPLICABLE		
Project Oversight; Political Liaison	Vesta Rea & Associates, LLC	Vesta Rea-Gaubert	\$ 250.00	0	0	0	0	2000	8	1000	4	14500		\$ 17,500.00
Account Manager; Marketing Manager	Vesta Rea & Associates, LLC	Courtney Adams	\$ 180.00	6660	37	14999.4	83.33	4500	25	3799.8	21.11	28450		\$ 58,409.20
Senior Media Manager	Calculated Conversions	Travis Wilky	\$ 150.00	750	5	2700	18	0	0	0	0	0		\$ 3,450.00
Deputy Media Manager	Calculated Conversions	Matt Sitta	\$ 150.00	2250	15	4500	30	0	0	0	0	0		\$ 6,750.00
	Calculated Conversions	Philip Young	\$ 100.00	0	0	1800	18	0	0	0	0	0		\$ 1,800.00
Social / New Media Manager	Vesta Rea & Associates, LLC	Vashon Borich	\$ 150.00	0	0	0	0	4500	30	0	0	0		\$ 4,500.00
Outreach Manager	Vesta Rea & Associates, LLC	Parrity Dumas	\$ 125.00	0	0	0	0	5550	44.4	2200	17.6	0		\$ 7,750.00
Data Analyst	Vesta Rea & Associates, LLC	Cody Adams	\$ 125.00	3812.5	30.5	0	0	0	0	0	0	0		\$ 3,812.50
Senior Graphic Designer	Vesta Rea & Associates, LLC	Jen Geibels	\$ 115.00	2300	20	0	0	3450	30	0	0	0		\$ 5,750.00
Operations Manager	Vesta Rea & Associates, LLC	Martha Putnam	\$ 88.00	0	0	0	0	0	0	0	0	11000		\$ 11,000.00
Surveyor	Vesta Rea & Associates, LLC	Surveyor (TBD)	\$ 38.00	9728	256	0	0	0	0	0	0	0		\$ 9,728.00
				25500.5	363.5	23999.4	149.33	20000	137.4	6999.8	42.71	53950	0	\$ 130,449.70

EXHIBIT C

*Fort Bend County, Texas
Request for Proposals*



*Marketing Services for Fort Bend County Public Transportation
RFP 24-021*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, February 20, 2024
2:00 PM (Central)

MARK ENVELOPE:

RFP 24-021
Marketing Services

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks sealed Proposals (“Proposals” or “RFP”) for selection of firm (“Respondent”) to provide Marketing Services for Fort Bend County Public Transportation (“Project”) in accordance with the terms, conditions and requirements set forth in this RFP.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

Initials of Bidder:_____

3.0 BACKGROUND:

- 3.1 Fort Bend County officially formed a Public Transportation Department in June 2005 with a mission to provide residents with safe and efficient public transportation services while maintaining service quality and customer satisfaction. Two main types of service characterize Fort Bend County Public Transportation (FBCPT) services demand response and commuter/fixed route services. Applicable schedules, descriptions, etc. are available on the County website (www.FBCTransit.org). Services are operated Monday through Friday excluding County Holidays between the hours of 4:30 a.m. and 8:30 p.m. Emergency events may necessitate service beyond normal operations.
- 3.2 Demand response service is complemented by an Ambassador Program that assists people with disabilities in boarding and alighting vehicles, carrying packages, at bus stops, and/or door-to-door assistance.
- 3.3 Commuter service is complemented by Guaranteed Ride Home (GRH) services for registered passengers. GRH is a free service that provides commuters a way home in the event of a midday emergency. The service is only available to registered passengers who are provided up to three (3) trips per year at the County's expense. Users have the option of using more trips at their own expense but must pay the service Contractor directly.
- 3.4 All residents and visitors of Fort Bend County are eligible for services offered by FBCPT. All services for Fort Bend County are general public shared ride services and are directly operated by one (1) service contractor.
- 3.5 FBCPT is located at 3737 Bamore Road in Rosenberg near the Fort Bend County Fairgrounds. The facility includes accommodations for complete fleet maintenance, storage, fueling, and washing, as well as other administrative and operations activities.
- 3.6 FBCPT is planning the construction of a new park and ride lot, Westpark, on the north side of the westbound frontage road FM 1093. The park-and-ride lot will have approximately two hundred (200) parking spaces with a canopy shelter, bathrooms, and other standard park-and-ride amenities. Once constructed FBCPT plans to expand commuter services to this location.
- 3.7 FBCPT is a recipient of federal and state funding, including but not limited to Federal Transit Administration (FTA) Section 5307, Section 5311, Section 5339 funding, Federal Highway Administration Congestion Mitigation and Air Quality Improvement (CMAQ) funds and Texas Department of Transportation (TxDOT) funds.

Initials of Bidder: _____

4.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Proposals (“Proposals or RFP”) for selection of one or more Respondent(s) to assist with various marketing and public relations activities. Some of these activities require time commitments that cannot be accommodated in-house due to the extent of day-to-day responsibilities. Others need specialized expertise that is not available in-house. The County is seeking a qualified marketing or public relations firm to provide market research, marketing, community outreach, and public relations.

4.1 Market Research: The respondent shall conduct the following market research and provide written reports documenting the results and recommendations of those results.

- Strategic analysis of demographics, business trends, and Strengths, Weaknesses, Opportunities, and Threats (SWOT) as the foundation for the marketing plan and corresponding areas.
- Analyze consumer, media, and market research including demographics to include residents, corporations, retailers/restaurants, visitors, employees, and developers. Additionally, the selected respondent will incorporate pertinent information and review existing research provided in the Long Range Plan and other Public Transportation-related documents.
- Research, develop, and assist staff with the management and oversight of revenue-generating advertising program options, including quality control of imagery and installation.
- Conduct transit surveys, as needed.
- Conduct new project market research, as needed.

4.2 Marketing Plan: The respondent shall be responsible for developing and implementing a plan that incorporates a wide range of marketing strategies to effectively promote the awareness and actual use of public transportation services to key audiences including core riders, occasional riders, and the general public/non-riders.

- Evaluate available media (trade, print, out-of-home, television, radio, internet, and social media) and create a recommended media schedule based on cost.
- Develop high-quality, cost-efficient production options for trade, print, marketing material, and related items.
- Develop advertising spots for cable television, radio stations, YouTube, and website.
- Develop photography, videography, and stock art/music/print options for use in collateral material, website and print as needed.
- Develop promotions, promotional items, media kits, corporate information packets, and other associated items for internal & external use as needed.
- Develop and print schedules, maps, displays, promotional materials, or other activities.
- Develop specific project-based sub-marketing plans, on a case-by-case basis, for special projects such as new construction, new services, or expansion of

Initials of Bidder: _____

services, including the design of graphics and materials associated with such sub-marketing plans.

- Design graphics and materials associated with the marketing plan and strategies including but not limited to existing and future expansion of transportation services.
- Provide metrics to demonstrate the impact/success of the marketing plan and establish a timeline of how often those metrics should be analyzed and assessed.
- Assist with the department's website and Facebook page content to keep information fresh and relevant.

4.3 Community Outreach: The respondent shall develop a written community relations strategy to guide the department on the most appropriate avenues and approaches for engaging residents.

- Create and assist in the creation of presentations for various community outreach events such as public hearings, job fairs, trade shows, and special events, i.e., Disadvantaged Business Enterprise and the Fort Bend County Fair.
- Create, edit, and produce collateral material for recommended outreach activities.
- Participate in community outreach activities, administrative activities, planning, and emergency events.
- Provide recommendations for community outreach, as needed, for special projects such as new construction, new services, or expansion of services.
- Assist with obtaining public input, as needed.

4.4 Public Relations: The respondent shall develop a written public relations strategy to guide the department to leverage optimum press coverage.

- Develop the appropriate strategy for responding to crisis events such as incidents, accidents, and natural disasters. Assist in monitoring reactions and responding appropriately.
- Write and distribute press releases using various media outlets.
- Assist in managing interactions with media, both proactively and reactively.
- Identify the best methods to get the word out face-to-face meetings, web postings, text messages, email, letters, phone calls, social media, and traditional media.
- Identify possibilities of speaking engagements and appearances.
- Plan press conferences and press releases to generate publicity, word of mouth and grow the overall social media presence.

5.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Senior Buyer, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein.**

Initials of Bidder: _____

Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Melissa Stavinoha
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Melissa.Stavinoha@fortbendcountytexas.gov

6.0 SUBMISSION REQUIREMENTS:

- 6.1 Submission requirements: one (1) original proposal, six (6) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, February 20, 2024**. Flash drive must contain only one (1) file in PDF format and must match written/original/paper response identically. Failure to provide proper flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

Proposal Number: R24-021
Due Date: Tuesday, February 20, 2024
Time: 2:00 PM (CST)
For: Marketing Services for Public Transpiration

- 6.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
- 6.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 6.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

Initials of Bidder: _____

- 6.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

7.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations

8.0 ACCEPTANCE:

- 8.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 8.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 8.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

9.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 9.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Monday, February 12, 2024 at 11:00 AM. (Central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

Initials of Bidder: _____

- 9.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

10.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

11.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 13.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 13.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 13.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Initials of Bidder: _____

14.0 CONFIDENTIAL MATTERS:

- 14.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 14.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 15.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

Initials of Bidder: _____

18.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

19.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

20.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

21.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

22.0 TEXAS ETHICS COMMISSION FORM 1295:

- 22.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/File/>
- 22.2 On-line instructions:
 - 22.2.1 Name of governmental entity is to read: Fort Bend County.
 - 22.2.2 Identification number use: RFP 24-021.
 - 22.2.3 Description is the title of the solicitation: Marketing Services for Public Transportation
- 22.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

Initials of Bidder:_____

23.0 INSURANCE:

- 23.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 23.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 23.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 23.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 23.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 23.2.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

Initials of Bidder: _____

- 23.3 County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 23.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

24.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 24.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 24.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 24.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 24.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

Initials of Bidder: _____

- 24.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 24.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 24.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

25.0 COST/PRICING:

- 25.1 Provide a schedule of fees for all relevant services described in the Scope of Work including detail of all staff costs, subcontractor costs, labor, material and supply costs to provide reporting, ticket production, sales and delivery, marketing activities oversight, and management.
- 25.2 All work and resulting work elements associated with this contract shall be the property of the County.
- 25.3 The Respondent will be required to furnish to Fort Bend County all reports, documentation, marketing materials/products, etc. required for and used during the course of this contract. Any patented or copyrighted materials or products related to the contract shall be the property of Fort Bend County. The Respondent use of licensed software is subject to the terms and conditions of the applicable software licensing agreement between the County and the software provider. The Respondent specifically agrees to save harmless the County from and against all claims, liability, and expenses, including reasonable attorney's fees, resulting from the violation of the terms and conditions of any applicable software licensing agreement by the Respondent, its agents, employees, officers, or volunteers.

26.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 26.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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- 26.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

27.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

28.0 FORCE MAJEURE:

Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

29.0 TENTATIVE SCHEDULE:

Release of RFP:	January 28, 2024
Deadline for Questions:	February 12, 2024
Submission Due Date:	February 20, 2024
Evaluation of Submissions:	Week of March 4 th , 2024
Commissioners Court Permission to Negotiate:	March 26, 2024
Negotiations:	Begin April 1, 2024
Final Contract Approval Commissioners Court:	April 23, 2024

30.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined and organized in the order stated below. All parts, pages, figures, and tables should be numbered and clearly labeled. Proposals should be prepared in a manner that is easily understood, provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal as

Initials of Bidder: _____

outlined in this document. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

- 30.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Scope of Work and Requirements
2	Firm and Staff Experience
3	Company Profile
4	Cost
5	Overall Completeness of Proposal

- 30.2 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

- 30.3 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work and Requirements (weight factor = 30%)

- Describe, in detail, the respondent's approach to successfully accomplish the tasks described in the scope of work and requirements. The respondent must demonstrate their understanding of the project and propose a strategy, which will meet or exceed project needs and requirements. Include detailed information on any subcontracted respondent services that are being proposed, as well as how and when they will be coordinated and utilized
- Provide proposed implementation plan and schedule indicating an understanding of key elements, milestones, staffing, and activities after contract is awarded.

Tab 2

Firm and Staff Experience (weight factor = 25%)

- Provide details on the respondent's qualifications and experience with similar size projects and services. Respondent must have at least five (5) years' experience providing similar type services and activities. The respondent must demonstrate successful experience in providing similar services.

Initials of Bidder: _____

- Include a listing of at least three (3) similar projects within the past five (5) years that include name and contact information, dates of service, and the type of service provided.
- Briefly describe the subcontractor's qualification and experience, as well as the respondents, experience working with subcontractor(s).
- Provide an organization chart depicting the organizational structure for the proposed project. This chart must include staff names and titles. If a subcontractor(s) will be used, an additional organizational chart is required and should be labeled "Subcontractor Organization." The "Subcontractor Organization" chart must include staff names and titles and should depict the respondent's oversight of subcontractor personnel.
- Provide resumes and a brief biography for all personnel, as well as subcontractor staff, assigned to this project showing an adequate level of education and experience to carry out the project. Resumes must also include a minimum of three (3) similar projects as related to this RFP within the last ten (10) years. Similar projects must consist of project name, year, location, and a description of the services provided and project outcome.

Tab 3

Company Profile (weight factor = 20%)

- Provide company name, address, contact person, and telephone number.
- Provide a listing of subcontractor(s), if applicable, that includes company name, address, contact person, and telephone number.
- Provide a synopsis of the company profile to include the year founded, form of the organization (corporation, partnership, and/or sole proprietorship), number of employees, etc.
- Provide a general description of the respondent's financial condition and identify any conditions (bankruptcy, pending litigation, planned office closures, impending mergers, etc.) that may affect the respondent's ability to perform services under this contract.
- Provide audited financial statements for the three (3) most recent fiscal years including the audit respondent's certification and management letter with response (if applicable). In the event an audited financial statement is not available, an independently "reviewed" financial statement for the three (3) most recent fiscal years will be acceptable as long as a certified

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accountant conducts the review. Financial and other documentation provided indicates respondents' capacity and ability to perform services.

Tab 4

Cost (weight factor = 20%)

- Clearly define all costs associated with the proposed marketing plan including but not limited to: agency fees, account services, creative, advertising costs, production costs, community relations, printing and event expenses. The selected respondent will be asked to provide preliminary prices for printing, photography, videography, including fees for purchase of art/stock footage/music, etc.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Proof of Insurance
- Completed Respondent forms
- Completed W9 form
- Completed debt form
- Completed Public Transportation forms

31.0 AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing

32.0 CHANGE ORDER:

- 32.1 Verbal change orders to the Contract are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by the Fort Bend County Public Transportation Director or his/her designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the Fort Bend County Public Transportation Director or his/her designee.

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- 32.2 Within fourteen (14) calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to the Public Transportation Director or his/her designee a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and Public Transportation Director or his/her designee. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.
- 32.3 It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by Fort Bend County Public Transportation. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.
- 32.4 All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to Fort Bend County Public Transportation for the change in the scope.

33.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website <https://sam.gov/content/home> if applicable, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>

34.0 TERM OF CONTRACT:

This contract is for a period of five (5) years ending **30 September 2029**. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

35.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

- 35.1 Vendor Information Form
- 35.2 W9 Form
- 35.3 Tax Form/Debt/Residence Certification

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- 35.4 Certification of Restrictions on Lobbying
- 35.5 Disclosure of Lobbying Activities (write N/A on the form if not applicable)
- 35.6 Certification Regarding Government-Wide Debarment and Suspension
- 35.7 Texas Department of Transportation PTN-130 Consolidated Certification Form
- 35.8 Intent to perform as a DBE Contractor/DBE Subcontractor (write N/A on the form if not applicable)
- 35.9 Subcontractor Participation form (write N/A on the form if not applicable)

36.0 REQUIRED FORMS AFTER CONTRACT EXECUTION:

- 36.1 Contractor Payment Report (write N/A on the form if not applicable)

37.0 NAIC CODES:

The following NAIC codes are set for this project; however, they are not all inclusive. Fort Bend County utilizes the following website:

<https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp?TN=txdot&XID=2340>

541613	Marketing Consulting Services
541820	Public Relations Agencies

38.0 PROTEST PROCEDURES:

You may acquire Fort Bend County's protest procedures in Section 11 of the guidelines for FTA-funded procurements document from the following link.

<https://www.fortbendcountytexas.gov/government/departments/purchasing-agent/fta-fundedprocurements>

39.0 STANDARDS OF CONDUCT:

You may acquire Fort Bend County's standards of conduct in Section 2 of the guidelines for FTA Funded procurement document from the following link.

<https://www.fortbendcountytexas.gov/sites/default/files/document-central/documentcentral/purchasing-documents/fta-funded-procurements/FTAFundedProcurementsManual.pdf>

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FEDERAL TERMS AND CONDITIONS:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier, unless a particular award term or condition specifically indicates otherwise.

1. Access for Individuals with Disabilities (ADA Access).

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

2. Access to Records and Reports.

The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

3. Breaches and Disputes.

Contractor shall place a clause addressing resolution of breaches and disputes in all subcontracts for more than the small purchase threshold currently set at \$50,000 by the County, to address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

4. Change Orders.

Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written

approval by the Fort Bend County Public Transportation Director or their designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the County.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to County a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the County. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by County. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to County for the change in the scope.

5. Civil Rights Requirements.

Nondiscrimination in Federal Public Transportation Programs - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

Race, Color, Creed, National Origin, Sex

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Clean Air.

The Contractor agrees to include the following clause in each contract or subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

7. Clean Water.

The Contractor agrees to include the following clause in each contract or subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

8. Disadvantaged Business Enterprise (DBE).

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.** Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs).

The Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

9. Distracted Driving.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device

supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

10. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Duty to Report False Claims.

If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

12. Energy Conservation.

The Contractor agrees to comply 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. The State of Texas does not have an energy conservation plan.

13. Environmental Justice.

The Contractor agrees to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

14. Environmental Protections.

The Contractor agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

15. Federal Tax Liability

Contractor certifies that they do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

16. Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other party disclosing the estimated length of the delay and the cause of the delay. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

17. FTA Interest.

This clause does not flow down to subcontractors.

Contractor understands and agrees that FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving federal funds used towards this Agreement, including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise."

18. Government-wide Debarment and Suspension.

The Contractor agrees to include this clause in each contract or subcontract that is at or exceeds \$25,000.

The Contractor shall comply and facilitate compliance with U.S. FTA regulations, Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (1) Debarred from participation in any federally assisted Award;
- (2) Suspended from participation in any federally assisted Award;
- (3) Proposed for debarment from participation in any federally assisted Award;
- (4) Declared ineligible to participate in any federally assisted Award;
- (5) Voluntarily excluded from participation in any federally assisted Award; or
- (6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

19. Historic Preservation.

The Contractor agrees to include the following clause in each contract or subcontract.

The Contractor agrees to: (1) Comply with U.S. FTA laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq. (4) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part

800. (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

20. Incorporation of FTA Terms.

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

21. Lobbying.

The Contractor agrees to include the following clause in each contract or subcontract for \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

22. No Government Obligation to Third Parties.

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Notice to Third Party Participants.

Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any

information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

24. Notification to FTA.

Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

25. Privacy Act.

The Contractor agrees to include the following clause in each contract or subcontract where the contractor or subcontractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. Prompt Payment.

Under this contract, the prime contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime contractor receives from the County. The prime contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

28. Resource Recovery.

This Contractor agrees to include the following clause in all contracts and subcontracts for procurements of \$10,000 or more.

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

29. Safe Operation of Motor Vehicles (Seat Belt).

Contractor shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied

by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when performing any work for this Agreement.

30. Termination.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

(a) Termination for Convenience

County may terminate the Agreement, in whole or in part, at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.

(b) Termination for Cause

(1) County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
- b. If Contractor materially breaches any of the covenants or terms and conditions set forth in the Agreement or fails to perform any of the other provisions of the Agreement or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

(2) If, after termination, it is determined for any reason whatsoever that 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 the County as if the contract had been terminated for convenience.

(3) Upon termination of the Agreement, County shall compensate Contractor in accordance with the terms for payment set out in the agreement, above, for those services which were provided under the Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Agreement.

(4) The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

(5) The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of another contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, and freight embargoes.

(6) In the case of delay, the Contractor shall within ten (10) days from the beginning of any delay, notify the County in writing of the causes of any delay. If, in the judgment of County, the delay is excusable, the time for completing the work shall be extended. The judgment of County shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of the Agreement.

(7) Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default including specific performance, an injunction, any other equitable remedy or the right to money damages.

(8) In the event that County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Agreement, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other covenant, term, or condition of the Agreement.

(9) Inasmuch as the Contractor can be adequately compensated by money damages for any breach of the Agreement, which may be committed by the County, the Contractor expressly agrees that no default, act or omission of the County shall constitute a material breach of its Agreement with the County, entitling Contractor to cancel or rescind the Agreement (unless the County directs Contractor to do so) or to suspend or abandon performance.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[City and State]

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**
(Required for contracts over \$100,000.)

I, _____, _____, hereby certify on behalf of
 (Name) (Title)
the _____, that:
 (Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. 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.

Executed this _____ day of _____, 20__.

Signed: _____

Printed Name: _____

Company Name: _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Fort Bend County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Fort Bend County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____



Consolidated Certification Form

Form PTN-130
(Rev. 8/23)
Page 1 of 22

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

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

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

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

Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

Award Exceeding \$25,000

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

☐ **Award Exceeding \$50,000**

24. Contracting with the Enemy

☐ **Award Exceeding \$100,000**

25. Lobbying Restrictions

☒ **Award Exceeding \$150,000**

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

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.
- C. The Recipient will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- D. The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Changes to Federal Requirements

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

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

4. Civil Rights

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

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

- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth

in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

6. Energy Conservation

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

7. Trafficking in Persons

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

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

8. False or Fraudulent Statements or Claims

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

- I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
- III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

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

9. Disadvantaged Business Enterprises

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Liquidated damages; and/or

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

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

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

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

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

part 1630;

VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;

IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;

X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;

XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and

XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

III. The amount of federal assistance FTA has provided for a State Program or Project.

B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

13. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

14. Federal Tax Liability and Recent Felony Convictions

A. The contractor certifies that it:

I. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

II. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

B. Flow Down

I. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

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

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. Per Texas Department of Transportation (TxDOT) policy, the 30-day payment window is reduced to 10-days from receipt of payment when the contractor is using state or federal funds pass-through TxDOT to reimburse subcontractors. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

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

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- E. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- D. Telecommunications or video surveillance services provided by such entities or using such equipment.
- E. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

18. Conformance with ITS National Architecture

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

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

19. Severability

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

Awards Exceeding \$10,000

20. Termination

A. Termination for Convenience

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

B. Termination for Default [Breach or Cause]

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

C. Opportunity to Cure

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

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach

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

21. Solid Wastes

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

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

Awards Exceeding \$25,000

22. Debarment and Suspension

The Recipient agrees to the following:

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

23. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

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

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

C. Federal Interest in Recovery

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

D. Enforcement

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

E. Agency Process

*Vendors may view the dispute resolution process here:

<https://www.fortbendcountytexas.gov/government/departments/purchasing-agent/fta-funded-procurements>

Awards Exceeding \$50,000

24. Never Contract with the Enemy

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

Awards Exceeding \$100,000

25. Lobbying Restrictions.

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

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

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

and

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

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

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

D. Lobbying and Disclosure Certification

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

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

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding \$150,000

26. Environmental Protection (Clean Air and Clean Water)

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

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

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

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

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

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

13. §2252.0012 Gov't Code Signature Authority

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

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

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

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

19. §2274.002 Energy Company Boycotts

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

20. §2274 Firearm Entities and Trade Association Discrimination

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

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

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

Certification to Purchaser

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

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship ☐ General Proprietorship ☐ Corporation ☐ Limited Partnership ☐ Limited Proprietorship

Is your firm a DBE? ☐ Yes ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

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

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

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

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

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

3a. Federal Professional Services Architectural & Engineering Related Clauses

A. Rights in Data and Copyrights (R&D)

B. Patent Rights and Rights in Data

C. Termination Clause: (Select One)

- ☐ Termination for Convenience or Default (Architect and Engineering)
- ☒ Termination for Convenience (Professional or Transit Service Contracts)

☐ For Architectural and Engineering

A. Rights in Data and Copyrights

- I. Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- II. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - a. Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - b. Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- III. Federal Rights in Data and Copyrights. The Recipient agrees that:
 - a. General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
 - b. U.S. DOT Public Access Plan – Copyright License. The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- IV. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third-Party Participants. Therefore, the Recipient agrees that:
 - a. Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
 - b. Other Reports. It must provide other reports related to the Award that FTA may request.
 - c. Availability of Subject Data. FTA may make available its copyright license to the subject data, and a copy of the subject data

to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.

- d. Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA
 - e. Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.
 - f. Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use and acquired with FTA capital program assistance.
- V. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income and must be used in compliance with federal applicable requirements.
- VI. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- VII. Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- VIII. Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- IX. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:
- a. The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
 - b. The U.S. DOT Common Rules;
 - c. The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at <http://ntl.bts.gov/publicaccess/howtocomply.html>; or
 - d. Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

B. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. 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 FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and

shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

C. Termination Clauses

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Professional Services / A&E Certification

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

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

Name of Company	Printed Name of Person Completing Form
Date	Signature

3b. State of Texas Required Clauses: A&E

- A. Buy Texas Affirmation
- B. RP8 E-Verify Program
- C. Anti-Trust Affirmation
- D. Standard of Care for Architectural and Engineering Contracts
- E. Code Indemnification
- F. Dispute Resolution Contract for Professional Services of Architect, Engineer, or Surveyor
- G. Professional Services Procurement Act

A. §2155.4441 Gov't Code Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Sub-recipient agrees that during the performance of a contract for services it shall purchase products and material produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

B. Executive Order No. RP8 E-Verify Program

Sub-recipient certifies that for contracts for services, Sub-recipient shall utilize the U.S Department of Homeland Security's E-Verify system during the term of the agreement to determine the eligibility of:

- I. All persons employed by the Sub-recipient to perform duties within Texas; and
- II. All persons, including subcontractors, assigned by the Sub-recipient to perform work pursuant to the Agreement within the United States of America.

C. §2155.005 Texas Government Code Anti-Trust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that

- I. In connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- II. In connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and
- III. Neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

D. §2254.0031 Gov't Code and §271.904(a)-(e) and (g) Tex Local Gov't Code Standard of Care for Architectural and Engineering Contracts

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Sub-recipient shall perform services

- I. With professional skill and care ordinarily provided by competent engineer or architect practicing under the same or similar circumstances and professional license, and
- II. As expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

E. §2254.0031 Gov't Code and §271.904 (a)-(e) and (g) Tex Local Govt Code Indemnification

Sub-recipient shall indemnify and hold harmless the State of Texas and TxDOT, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits and all related damages, costs, attorneys fees, and expense to the extent caused by, arising out of, or resulting from any acts of negligence, intentional torts, willful misconduct, personal injury, or damage to property, and/or otherwise related to Sub-recipient's performance and/or failures to pay a subcontractor or supplier by the Sub-recipient or its agents, employees, subcontractors, order fulfillers, consultants under contract to sub-recipient, or any other entity over which the contractor exercises control, or suppliers of sub-contractors in the execution or performance of the Agreement. The defense shall be coordinated by Sub-recipient with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Sub-recipient may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Sub-recipient and TxDOT agree to furnish timely written notice to each other of any such claim.

F. §2254.004 Gov't Code Dispute Resolution Contract for Professional Services of Architect, Engineer, or Surveyor

The Recipient will comply with Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under the agreement. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

- I. Notwithstanding Texas Government Code Chapter 2260.002 (3) and Chapter 114.12 and any other statute or applicable law, if the Sub-recipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Sub-

recipient may make a claim against Agency for breach of contract and the Agency may assert a counterclaim against Sub-recipient as is contemplated by Texas Government Code Chapter 2260, Subchapter B. In such event, Sub-recipient must provide written notice to Agency of a claim for breach of the agreement not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity:

- a. the nature of the alleged breach;
 - b. the amount the Sub-recipient seeks as damages; and
 - c. the legal theory of recovery.
- II. The chief administrative officer, or if designated in the Agreement another officer of TxDOT, shall examine the claim and any counterclaim and negotiate with Sub-recipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - III. If the negotiation under paragraph. Above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Agreement as to the parts of the claim that are not resolved.
 - IV. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with TxDOT, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Sub-provider's sole and exclusive process for seeking a remedy or an alleged breach of contract by TxDOT if the parties are unable to resolve their dispute as described in this section.
 - V. Nothing in this Agreement shall be construed as a waiver of the state's or TxDOT's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities, or be considered as a basis for estoppel. TxDOT does not waive any privileges, rights, defenses, or immunities available to TxDOT by entering into this Agreement or by its conduct or by the conduct of any representatives of TxDOT, prior to or subsequent to entering into this Agreement.
 - VI. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Sub-recipient:
 - a. filing suit pursuant to Chapter 114 of the Civil Practice and Remedies Code; or
 - b. initiating a contested case hearing pursuant to subchapter C of Chapter 2260 of the Texas Government Code.

G. §2254.004 Gov't Code Professional Services Procurement Act

In procuring architectural or engineering services, a government entity shall:

- I. First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract.
- II. At a fair and reasonable price.

Professional Services / A&E Certification

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

Name of Company	Printed Name of Person Completing Form
Date	Signature



Fort Bend County Public Transportation
INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR
A separate form should be completed for each DBE firm. (Offeror/Prime Contractor and/or Subcontractor/Subvendor)

Name of **Offeror/Prime Contractor**: _____

Name of Subcontractor/Subvendor: *(if applicable)* _____

Project Name: _____

IFB/RFP/RFQ Number: _____

1. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be certified at the time this solicitation is due), and asserts that said qualification is met with the ethnic code: _____.

Ethnic Codes:

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------------|----------------------------------|
| A) Black American Male | B) Black American Female | C) Hispanic American Male | D) Hispanic American Female |
| E) Native American Male | F) Native American Female | G) Asian Pacific American Male | H) Asian Pacific American Female |
| I) SubContinent Asian American Male | J) SubContinent Asian American Female | K) Non Minority Female | |

2. The **DBE Offeror/Prime Contractor or DBE Subcontractor/Subvendor** *(whichever is applicable)* named above is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project.

This work will be performed at the following price \$ _____ (and/or _____ % of the total prime contract amount).

(If this form is being completed relative to a Subcontractor/Subvendor, note that this amount should be the same \$/% amount that is completed on the Subcontractor/Subvendor Participation Form.)

Printed Name of Offeror/Prime Contractor Authorized Representative

Signature of Authorized Representative

Date Signed

Name of Firm that is DBE Certified (if different from Offeror/Prime Contractor): _____

(Subcontractor/Subvendor)

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed



Fort Bend County Public Transportation (FBCPT) Subcontractor/Subvendor Participation

Instructions: The Offeror/Prime Contractor shall complete this form by providing the following required information: Company name and contact information of **all** subcontractors/subvendors proposed on this project, Status as a DBE or Non-DBE, Estimated \$ or % amount of Total Prime Contract, and Description of work to be performed/product to be provided. The subcontractors/subvendors listed on this form as DBEs must be currently certified under the Texas Unified Certification Program (TUCP) as a DBE (or will be at the time this solicitation is due). Additionally, for each DBE subcontractor/subvendor listed on this form, the Offeror/Prime Contractor must complete the Intent to Perform as a DBE Contractor or DBE Subcontractor/Subvendor Form agreeing to the information.

Name of Offeror/Prime Contractor: _____

Project Name: _____

IFB/RFP/RFQ Number: _____

1	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
2	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
3	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

Upon execution of a contract with FBCPT, the undersigned **will enter into a formal agreement** with the DBE subcontractors/subvendors for work listed in this schedule and submit the agreement to FBCPT within 60 days of execution or before the subcontractor(s) performs work, whichever comes first. The undersigned agrees to the terms of this schedule by signing below and submitting the Intent to Perform as a DBE Contractor form (as completed by the DBE subcontractors/subvendors). If you are a DBE Offeror/Prime Contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

Printed Name of Authorized Representative of Offeror/Prime Contractor

Signature

Date Signed



Fort Bend County Public Transportation
Subcontractor/Subvendor Participation

Continuation of Page 1 -- For Use if Necessary

5	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
6	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
7	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
8	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
9	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
10	Name of Subcontractor/Subvendor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

CONTRACTOR PAYMENT REPORT

**Fort Bend County
Public Transportation
3737 Bamore Rd.
Rosenberg, TX 77471
Phone 281-633-7433
Fax 832-471-1843**

1. Contract Number	2. Invoice Number
3. Reporting Period & Invoice Date	4. Invoice Amount \$

Please Return
Completed Form with
Invoice to:
Amber.Jefferson@
fortbendcountytexas.gov

All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's Disadvantaged Business Enterprise (DBE) provisions may result in delayed payment by Fort Bend County Public Transportation in accordance with the procedures set forth in Fort Bend County's DBE Program. **This report must be submitted with each invoice.** Instructions for completing this report can be found on the following page.

5. Contractor's Name	6. Contact Person	7. Address	8. Phone Number
9. Date of Contract Award	10. Scheduled Date of Completion	11. Original Contract Amount	12. Amended Contract Amount
		\$	\$
13. Total Amount Received to Date	14. Remaining Amount Owed	15. Committed DBE %	16. % Actual DBE Participation to Date
\$	\$		

17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. \$ Amount of Invoice	23. Subcontract Dollars \$	24. \$ Amount Paid to Date	25. % Paid to Date

By completing this form, the contractor acknowledges Fort Bend County's prompt payment policy which requires the contractor to pay all subcontractors within 30 days of receiving payment from Fort Bend County.

Authorized Signature	Date	Printed Name and Title

FORT BEND COUNTY PUBLIC TRANSPORTATION

INSTRUCTIONS FOR COMPLETING THE CONTRACTOR PAYMENT REPORT

The Contractor Payment Report is to be filled out by the contractor and submitted with each invoice that the contractor submits to Fort Bend County Public Transportation. Please follow the instructions below, which correspond to each item on the report.

<ol style="list-style-type: none"> 1. <u>Contract Number</u> Fill in the Contract # assigned to your project by Fort Bend County. 2. <u>Invoice Number</u> Fill in the Invoice Number that corresponds with this report. 3. <u>Reporting Period & Invoice Date</u> Fill in the period of time your invoice covers (period of time for which you are invoicing), and the Invoice Date. 4. <u>Invoice Amount</u> Fill in the amount of the Invoice. 5. <u>Contractor's Name</u> Fill in your company's name. 6. <u>Contact Person</u> Fill in the first and last name of the person completing the report. 7. <u>Address</u> Fill in your company's address. 8. <u>Phone Number</u> Fill in your company's phone number. 9. <u>Date of Contract Award</u> Fill in the date the contract was executed by Fort Bend County. 10. <u>Scheduled Date of Completion</u> Fill in the scheduled completion date of the contract as written. 11. <u>Original Contract Amount</u> Fill in the dollar amount of the original contract agreed upon by your Company and Fort Bend County. 12. <u>Amended Contract Amount (if applicable)</u> Calculate: Dollar amount of the original contract plus/minus the dollar amount agreed upon for contract modifications (if applicable). Fill in the amended amount. 13. <u>Total Amount Received to Date</u> Fill in the dollar amount you have received to date from Fort Bend County. 	<ol style="list-style-type: none"> 14. <u>Remaining Amount Owed</u> Calculate: Dollar amount of the contract minus the amount paid to you to date by Fort Bend County. Enter the dollar amount. 15. <u>Committed DBE %</u> Enter the percentage of DBE participation you committed to obtain in the contract. 16. <u>% Actual DBE Participation to date</u> Calculate: Total combined dollar amount paid to the DBEs divided by the dollar amount received from Fort Bend County to date. Enter the percentage. 17. <u>Name of Each Subcontractor That This Invoice Applies To</u> List the name of each subcontractor that submitted an invoice to you in this period. (Ref #3) (Use additional sheets if necessary.) 18. <u>DBE or Non-DBE</u> Fill in accordingly. 19. <u>Description of Work</u> Brief description of the work performed by the subcontractor 20. <u>Invoice Number</u> Fill in the number of the invoice submitted to you by the subcontractor in this period. 21. <u>Invoice Date</u> Fill in the date of the invoice submitted to you by the subcontractor in this period. 22. <u>\$ Amount of Invoice</u> Enter the amount of the invoice submitted to you by the subcontractor in this period. 23. <u>Subcontract Dollars \$</u> Enter the total committed dollar amount to the subcontractor. 24. <u>\$ Amount Paid to Date</u> Enter the total amount you have paid the subcontractor to date. 25. <u>% Paid to Date</u> Calculate: Dollar amount paid to the subcontractor to date divided by the amount committed to them. (Item 23 divided by Item 22). Enter the percentage.
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17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. \$ Amount of Invoice	23. Subcontract Dollars \$	24. \$ Amount Paid to Date	25. % Paid to Date

EXHIBIT D

(FTA) FEDERAL TERMS AND CONDITIONS:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier, unless a particular award term or condition specifically indicates otherwise.

1. Access for Individuals with Disabilities (ADA Access)

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

2. Access to Records and Reports

The Contractor agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

3. Bonding

The following clause only applies to construction contracts or subcontracts of

\$100,000 or more.

As provided in federal regulations and modified by FTA guidance for construction related contracts, Contractor, for each Project or related activities implementing the Agreement that involve construction, will provide bid guarantee bonds, contract performance bonds, and payment bonds.

4. Breaches and Disputes

The following clause only applies to contracts or subcontracts of \$50,000 or more.

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Contractor shall place this clause in all subcontracts for more than the small purchase threshold currently set at \$50,000 by the County, to address

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5. Buy America

The following contract clause only applies to contracts or subcontracts of \$150,000 or more involving rolling stock, construction, materials and supplies.

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

Rolling stock must be assembled in the United States and have a 60 percent domestic content, subject to the Amendment below.

The FAST Act, effective October 1, 2015 amended the Buy America waiver for rolling stock to provide for a phased increase in the domestic content requirement for rolling stock to more than 65 percent for FY2018 and FY2019 and to more than 70 percent in FY2020 and beyond. The new provisions apply based on the date of delivery of the rolling stock. Domestic content requirement over the phase of the contract period shall be the provision applicable to the year of delivery of rolling stock procured under this contract.

Unlike rolling stock, manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). FTA has issued a number of Buy America guidance letters discussing manufactured goods.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

In addition to FTA's Buy America requirements that require the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. 5223(j)(1)), the Build America, Buy America Act (BABA)

(Public Law 117-58, div. G70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America requirements, except to the extent a waiver of either requirements may apply.

6. Cargo Preference-Use of United States-Flag Vessels

The following contract clause only applies to contracts or subcontracts that involve transit by ocean for rolling stock, construction projects or materials and supplies.

The Contractor agrees: (a) to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; and (b) to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

7. Civil Rights Requirements

Nondiscrimination in Federal Public Transportation Programs - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Clean Air

The Contractor agrees to include the following clause in each contract or subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to FTA.

9. Clean Water

The Contractor agrees to include the following clause in each contract or subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA.

10. Contract Work Hours and Safety Standards Act (Construction Contracts)

The Contractor agrees to include the following clause in each contract or subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5).

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 or the maximum allowed by law for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this

section.

(3) Withholding for unpaid wages and liquidated damages – County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) Payrolls and basic records - Payrolls and related basic records shall be maintained by the Contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the worksite (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

(6) The requirements of 40 U.S.C. § 3704 are applicable to construction work

and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. A federally assisted construction contract must exceed \$150,000 before these construction safety requirements apply to that contract.

11. Disadvantaged Business Enterprise (DBE)

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement. Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs).

The Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTA-assisted sub agreements, third party contracts, and third party subcontracts, as applicable.

Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from County. In addition, the

Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

The Contractor must promptly notify County whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

12. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

13. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Drug and Alcohol Testing

The Contractor agrees to include the following clause in each contract or subcontract that may involve transit operations.

Contractor certifies that it is compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655. Contractor shall establish and maintain a comprehensive anti-drug use and alcohol abuse program that meets or exceeds all Federal regulation as contained in 49 CFR Part 665, 49 CFR Part 29, and the requirements of the Fort Bend County drug and alcohol program. The program shall include provisions for pre-employment, post-

accident, random, reasonable suspicion and other drug and alcohol testing for all safety sensitive employees and subcontractors performing work or service under this agreement. Contractor will be required to furnish records for all employees providing service under this agreement.

15. Duty to Report False Claims

If the County has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County must promptly notify the U.S. FTA Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the County is located.

16. Energy Conservation

The Contractor agrees to comply 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. The State of Texas does not have an energy conservation plan.

17. Environmental Justice

The Contractor agrees to, and assures that it will, promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

18. Environmental Protections

The Contractor agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

19. Federal Tax Liability

Contractor certifies that they do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

20. Fly America

The Contractor agrees to include the following clause in each contract or subcontract that involves foreign air transportation or travel.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

21. FTA Interest

This clause does not flow down to subcontractors.

Contractor understands and agrees that FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving federal funds used towards this Agreement, including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise."

22. Government-wide Debarment and Suspension

The Contractor agrees to include this clause in each contract or subcontract that is at or exceeds \$25,000.

The Contractor shall comply and facilitate compliance with U.S. FTA regulations, Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the

Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (1) Debarred from participation in any federally assisted Award;
- (2) Suspended from participation in any federally assisted Award;
- (3) Proposed for debarment from participation in any federally assisted Award;
- (4) Declared ineligible to participate in any federally assisted Award;
- (5) Voluntarily excluded from participation in any federally assisted Award; or
- (6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"The Certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

23. Incorporation of FTA Terms

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

24. Lobbying

The Contractor agrees to include the following clause in each contract or subcontract for \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies 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 shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

25. No Government Obligation to Third Parties

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

26. Notice to Third Party Participants

Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

27. Notification to FTA

Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the County is located. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the federal funds used towards this Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

28. Prevailing Wage (Davis-Bacon) and Copeland Anti-Kickback Acts

For all prime construction, alteration or repair contracts in excess of \$2,000 funded with awards from FTA, the Contractor shall comply with the Davis-Bacon Act, as

amended (40 U.S.C. §§ 3141 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Under 49 U.S.C. §5333(a), prevailing wage protections apply to laborers and mechanics employed in FTA assisted construction, alteration, or repair projects. In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor also agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the FTA. The Contractor also agrees to include these requirements in each subcontract or third-party contract at any tier.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

30. Prohibited Telecommunications and Video Surveillance Services and Equipment

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities). Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

31. Prompt Payment

Under this contract, the prime contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime contractor receives from the County. The prime contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

32. Resource Recovery

This Contractor agrees to include the following clause in all contracts and subcontracts for procurements of \$10,000 or more.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The

requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

33. Safe Operation of Motor Vehicles (Seat Belt)

Contractor shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when performing any work for this Agreement.

34. Seismic Safety

This Contractor agrees to include the following clause in all contracts and subcontracts for construction contracts for new buildings or additions to existing building.

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117, and agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under the Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

35. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing FTA regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations,

“Protection of Sensitive Security Information,” 49 CFR Part 1520.

36. Termination

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

37. Veterans Preference

The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

38. Change Orders

Verbal change orders to the Agreement are not permitted. No changes in the scope, specifications, character, or complexity of work shall be made by the Contractor without first receiving written approval by the Fort Bend County Public Transportation Director or their designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the County.

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to County a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the County. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by County. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

All such changes, which are mutually agreed upon by and between all parties, shall be incorporated in written amendments to the Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to County for the change in scope.