

Memo

TO: Paulette Shelton, Public Transportation
FROM: Donna Ospina, Agenda Coordinator
DATE: May 22, 2013
SUBJECT: Commissioners Court Date May 14, 2013

Agenda Item 21B

Exhibits B, E and F:

**Accept and sign Public Transportation updated Contract for the
Supply and Installation of On-Board Security Cameras, effective May
14, 2013.**

Please note: Exhibits B, E and F for the referenced contract have been removed and have not been filed for recording by our office with the County Clerk. Ensure that a permanent copy of these exhibits are available in your Office (in whatever manner you handle confidential documents), in the event there is a need for it in the future.

Thank you.

Copy: Sherry Fisk, Administrative Coordinator, County Clerk's Office

**CONTRACT FOR THE
SUPPLY AND INSTALLATION OF
ON-BOARD SECURITY CAMERAS**

**Between
SEON SYSTEMS SALES INC.
And
FORT BEND COUNTY**

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THIS CONTRACT for the supply and installation of on-board security cameras on Customer Transit buses is made as of the ____ day of _____, 2013.

BETWEEN:

SEON SYSTEMS SALES INC., a company incorporated under the laws of British Columbia having its principal offices at Unit 111 - 3B Burbidge Street, Coquitlam, BC V3K 7B2

(“Seon”)

AND:

FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas

(“Customer”)

WHEREAS:

- A. Customer issued the RFP for the design, supply and installation of on-board security cameras for its fleet of buses described in the RFP;
- B. In response to the RFP Seon submitted the Proposal to Customer;
- C. The Parties wish to enter into this Contract to formally set forth the terms of the contract reached between them with respect to the Project.

NOW THEREFORE, in consideration of the terms, conditions, covenants and contracts set forth in this Contract and for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

PART 1 - INTERPRETATION

1.1 Defined Terms.

In this Contract, including the Recitals, the following terms will have the following meanings:

- a) **“Contract”** means this Contract, including the Exhibits, as it or they may be amended or supplemented from time to time by agreement in writing signed by each of the Parties;
- b) **“Business Day”** means any day other than a Saturday, Sunday or any statutory holiday in the State of Texas;
- c) **“Confidential Information”** means any business, marketing, technical, scientific or other information disclosed by one Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**) whether before or after the date hereof, in any form including information relating to a Party’s existing and planned lines of business, operations, products, designs, plans, strategy, opportunities, research, development, financial information and forecasts, markets, customers, employees, suppliers, contracts, manufacturing capacity, pricing, sourcing relationships, trade secrets, technology, know how, copyright, trademark or trade name and stock ownership and all materials prepared on the basis of any of the foregoing and any other proprietary information, in verbal, written, graphic, photographic, recorded, prototype, electronic and sample form;
- d) **“Contract Price”** means the sum of \$177,344 ;
- e) **“DVR”** means the digital video recorders to be supplied and installed by Seon pursuant to this Contract;
- f) **“Exhibits”** means collectively the Exhibits referred to in section 1.2;

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- g) **"Milestone Payment Schedule"** means the milestone payment schedule attached as Exhibit C;
- h) **"Party"** means either Seon or Customer;
- i) **"Pricing Schedule"** means the Bidder Submission Form, a copy of which is attached as Exhibit E;
- j) **"Project"** means the supply and installation of on-board security cameras by Seon for Customer pursuant to and in accordance with this Contract;
- k) **"Project Delivery Schedule"** means the project delivery schedule attached as Exhibit D;
- l) **"Proposal"** means the proposal submitted to Customer by Seon under cover of its letter of transmittal dated March 14, 2013, a copy of which proposal is attached as Exhibit B;
- m) **"RFP"** means Customer's Request for Proposal, a copy of which is attached as Exhibit A;
- n) **"Software"** means the software provided by Seon to Customer under this Contract to operate the on-board security camera system in an integrated manner;
- o) **"System"** means a Trooper TX8 (4-Cameras) Complete System as identified in the attached Exhibit E.
- p) **"Work"** means the supply by Seon to Customer of the items listed in the Proposal and the installation and other services to be performed by Seon for Customer described in the Proposal, all in accordance with the provisions of this Contract;
- q) Any term defined within the body of this Contract or in any Exhibit shall have the meaning so given to it unless there is something in the subject matter or context which is inconsistent therewith.

1.2 Exhibits

The following are the Exhibits attached to and incorporated in this Contract by reference and are considered to be a part of this Contract:

<u>Exhibit</u>	<u>Description</u>
A	RFP
B	Proposal
C	Milestone Payment Schedule
D	Project Delivery Schedule
E	Pricing Schedule
F	Warranty

1.3 Headings and Table of Contents

The division of this Contract into sections, subsections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Contract.

1.4 Number and Gender

In this Contract, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders, "or" is not exclusive and "including" is not limiting, whether or not non-limiting language (such as "without limitation") is used with reference to it.

1.5 No Strict Construction

The language in all parts of this Contract shall in all cases be construed as a whole and neither strictly for nor strictly against any of the Parties to this Contract.

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1.6 Business Days

If this Contract requires any payment to be made or other action to be taken on a day that is not a Business Day, then the payment or action shall be made or taken on the next Business Day.

1.7 Currency and Payment Obligations

Except as this Contract otherwise expressly provides, all dollar amounts in this Contract are stated in United States dollars and any payment this Contract contemplates shall be made by cash, bank draft, certified cheque, wire transfer or any other method that provides immediately available funds, as specified by the recipient of such payment.

1.8 Calculation of Interest

In calculating interest payable under this Contract for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

1.9 Statute References

Unless otherwise expressly stated, any reference in this Contract to any statute or any section of a statute shall be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.10 Section and Schedule References

Unless the context requires otherwise, references in this Contract to Parts, sections, subsections, paragraphs or clauses are to Parts, sections, subsections, paragraphs or clauses of these pages 1 to 15 inclusive, and references to Exhibits are to Exhibits attached to these pages 1 to 15.

1.11 Interpretation

The word "including" when following any general term or statement will not be construed as limiting the general term or statement to the specific matter immediately following the word "including" or to similar matters, and the general term or statement will be construed as referring to all matters that reasonably could fall within the broadest possible scope of the general term or statement.

PART 2 - PERFORMANCE OF THE WORK

2.1 Seon shall perform the Work in accordance with the provisions of this Contract.

2.2 The Work shall be completed in accordance with the Project Delivery Schedule.

2.3 All items to be delivered by Seon to Customer, and all installation services to be performed by Seon under this Contract will be delivered and performed at Customers premises at:

Delivered at: 12550 Emily Court Sugar Land TX 77478

Performed at: 1809 Eldridge Sugar Land TX 77478

2.4 Customer reserves the right to purchase up to fifty (50) additional Systems during the term of this Agreement at the unit prices set forth in the attached Exhibit E. Customer shall purchase a minimum of ten (10) Systems at a time. Due to ongoing product improvement and evolution, Customer accepts that Systems to be purchased under this Section would be the then current version of the System. The System may differ in detail, but would offer no less functionality than the System provided for in this Agreement. Seon and Customer shall agree upon a new Project Delivery Schedule for each additional purchase.

PART 3 - CONTENTS OF THE CONTRACT

3.1 The Contract between the Parties with respect to the Project consists of the RFP, (collectively the "**RFP Documents**"), the Proposal, , the Milestone Payment Schedule, the Project Delivery Schedule and the

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Pricing Schedule (collectively the “**Proposal Documents**”), and these pages 1 to 15 inclusive to which the Exhibits are attached.

- 3.2 If there are conflicts in or between any provision set forth in any of the RFP Documents and any provisions set forth in the Proposal Documents, the provisions of the RFP shall govern. If there are inconsistencies in or between any provisions set forth in any of the Exhibits and the provisions set forth in any of these pages 1 to 15 inclusive of this Contract, the provisions set forth in pages 1 to 15 herein shall govern.

PART 4 - PAYMENT OF THE CONTRACT PRICE

- 4.1 In consideration of the performance of the Work by Seon, Customer covenants and agrees that it shall pay Seon the Contract Price as set forth in this Part 4.
- 4.2 Seon shall be paid for the Work performed hereunder calculated on the basis of the unit prices set out in the attached Exhibit E, provided however that payments shall be made on the basis of actual work performed in accordance with this Contract as invoiced by Seon.
- 4.3 County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
- 4.4 The Contract Price includes packaging and shipping charges to point of delivery.
- 4.5 Seon shall provide invoices to Customer for Work completed by Seon in accordance with the Milestone Payment Schedule. Customer shall pay all approved Seon invoices within 30 days of receipt of invoice..
- 4.6 Payment shall be addressed, and be marked, as follows:
- Seon Systems Sales Inc.
Unit 111 - 3B Burbidge Street
Coquitlam, BC V3K 7B2
- Attention: Accounts Receivable
- 4.7 The parties acknowledge and agree that the Contract Price has been determined in accordance with the provisions of the Pricing Schedule and does not include the Item “System Support, Extended Warranty” which is available as an option to be exercised by Customer.

PART 5 - CHANGES

- 5.1 No change to the Contract Price shall be made except in accordance with the change order process set forth in section 5.2.

By written notice from Customer's Authorized Representative (defined in section 37.3 of this Contract), Customer may, from time to time, order changes to the scope of the Work of this Contract. If Seon determines that any such changes are reasonable but will cause an increase in its costs or will impact the time required for its performance as provided in this Contract, Seon shall notify Customer thereof and assert its written claim and rationale for an adjustment to the Contract Price and/or the time required for performance of the Work within twenty (20) Business Days after the change is ordered. Customer will determine an equitable adjustment to the Contract Price and time for performance of the Work and will promptly advise Seon. Failure to submit a written claim and rationale for an adjustment within this twenty (20) Business Day period will disqualify Seon from being entitled to submit a claim for the change. If Seon does not agree that Customer's order for changes is reasonable or with Customer's proposal for an equitable adjustment, then the issue of reasonableness or, as the case may be, equitable adjustment will be settled in accordance with the dispute resolution provisions set forth in Part 19 of this Contract. Seon shall not be required to implement any change order that is unreasonable.

PART 6 - TERM

- 6.1 This Contract shall commence effective as of the 10th day of May, 2013 and shall remain in force for sixty (60) months..

PART 7 - ASSIGNMENT AND SUBCONTRACTS

- 7.1 Seon shall not assign, transfer or subcontract this Contract or any part thereof without the prior written approval of Customer, which approval shall not be unreasonably withheld. Any subcontracting agreements entered into by Seon shall not release Seon from any obligation to Customer with respect to the performance of the Work. Customer shall not be responsible for payment to Seon's sub-contractors in the event that Seon defaults on its responsibilities.

PART 8 - OWNERSHIP OF MATERIALS

- 8.1 All reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out the Work are the sole and exclusive property of Seon and shall not be disclosed or released to any person or organization without the prior written consent of Seon, subject to Section 10.1, provided that Seon will provide Customer with system design documentation, including system commissioning documents and with as-built drawings within ten (10) days of initial installation.

PART 9 - PATENTS AND COPYRIGHTS

- 9.1 Seon, at its expense, shall defend all claims, actions or proceedings against Customer based on any allegations that the Work or any part of the Work constitutes any infringement of any patent, copyright or other proprietary right, and shall pay to Customer all costs, damages, charges and expenses, including its reasonable lawyers' fees occasioned to Customer by reason thereof.
- 9.2 Seon shall pay all royalties and patent licence fees required in respect of any Software or hardware delivered to Customer by Seon under this Contract.
- 9.3 If the Work or any part thereof is in any action or proceeding held to constitute an infringement, Seon shall forthwith either secure for Customer the right to continue using the Work or shall at Seon's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

PART 10 - PRIVACY

- 10.1 Seon expressly acknowledges that Customer is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Customer will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Seon shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

PART 11 - TITLE

- 11.1 Title to and risk of loss for all hardware and components supplied by Seon in accordance with the Contract shall pass to Customer upon physical delivery to Customer's premises, subject to Customer paying Seon's invoices in respect of such delivery. Until payment of such invoices is made to Seon, title in and to all such hardware and components shall remain with Seon provided that risk of loss shall pass to Customer upon physical delivery thereof in any event.

PART 12 - WARRANTY

- 12.1 Seon's warranty obligations in respect of the DVR's, cameras, all other hardware and components supplied to Customer by Seon under this Contract are set forth in the attached Exhibit F.

PART 13 - PROTECTION RIGHTS

- 13.1 All intellectual property rights and commercialization rights in and to all Software and all other intellectual property rights in and to all other deliverables under this Contract shall remain with Seon.
- 13.2 Seon grants to Customer a non-exclusive, non-transferable, irrevocable, limited licence for the delivered Software in object code form only;
- a) for use only by Customer and its employees and independent contractors;
 - b) to install the Software:
 - (i) for the vMax View, on as many Customer computers as it may determine only for use related to Customer's Bus Surveillance Camera System;
 - c) to make backup-copies of the Software only for Customer's own use to secure programs and data related to Customer's Bus Surveillance Camera System.
- 13.3 Customer shall comply with all specific third party manufacturer's terms of licences for third party hardware and software delivered pursuant to this Contract.
- 13.4 Customer shall not:
- a) use, copy, republish or distribute the Software, or cause or permit any person to use, copy, republish or distribute the Software, except as expressly permitted under this Contract;
 - b) loan, sell, rent, lease, sublicense, grant a security interest in, republish, distribute, loan or otherwise transfer rights to the Software, in whole or in part;
 - c) directly or indirectly attempt in any way to derive the source code, content, structure, sequence or organization of all or any portion of the Software, nor will attempt to modify, port, reverse engineer, de-compile, or translate the Software, or to create derivative works thereof;
 - d) remove any proprietary notices or labels from the Software; or
 - e) separate any component parts of the Software for use license, distribution or replacement by Customer.
- 13.5 Seon shall not be required to assign any copyrights, patents, and title for any custom software development. Seon shall retain ownership of all custom and derivative Software designs, source code, and object code.
- 13.6 Customer acknowledges and agrees that this Contract does not grant Customer any rights to use any trademarks or trade names of Seon or its licensors. All such marks shall remain the property of the respective owner.

PART 14 - INDEMNIFICATION AND INSURANCE

- 14.1 **SEON SHALL INDEMNIFY AND DEFEND CUSTOMER AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SEON, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SEON OR ANY OF SEON'S AGENTS, SERVANTS OR EMPLOYEES.**
- 14.2 Prior to commencement of the Services, Seon shall furnish Customer with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled,

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except on 30 days' prior written notice to Customer. Seon shall provide certified copies of insurance endorsements and/or policies if requested by Customer. Seon 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. Seon shall obtain such insurance written on an Occurrence form from such companies having Bests 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:

- a) Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.
- b) 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.
- c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- d) Professional Liability insurance with limits not less than \$1,000,000.

- 14.3 Customer and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Seon shall contain a waiver of subrogation in favor of Customer and members of Commissioners Court.
- 14.4 If required coverage is written on a claims-made basis, Seon 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 2 years beginning from the time that work under the Agreement is completed.

PART 15 - LIMITATION OF LIABILITY

- 15.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS CONTRACT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE OR LOSS OF GOODWILL HOWSOEVER CAUSED EVEN IF THAT PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY DAMAGES, FROM ANY CAUSE WHATSOEVER, WILL NOT EXCEED THE CONTRACT PRICE.
- 15.2 THE WARRANTIES SET FORTH IN PART 12 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING .

PART 16 - DEFAULT AND TERMINATION

- 16.1 Default by a Party. If either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default (unless an Event of Force Majeure causes the failure) and may assert a default claim by giving the non-performing party a written and detailed notice of default. The defaulting party will have thirty (30) days after receipt of the notice of default to either cure

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the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan.

- 16.2 Failure to Cure. If a defaulting party fails to cure the default as provided above in section 16.1, unless otherwise agreed in writing by the parties, the non-defaulting party may terminate any unfulfilled portion of this Contract. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information.

PART 17 - FORCE MAJEURE

- 17.1 If either Seon or Customer fail to perform any term of this Contract and such failure is due to an Event of Force Majeure, that failure will not be deemed to be a default under the Contract. The Party affected by an Event of Force Majeure will immediately notify the other Party and will take all reasonable steps to minimize the extent and duration of the Event of Force Majeure and the period of all delays resulting from the Event of Force Majeure will be excluded in computing the time within which anything is required or permitted by such Party to be done under this Contract, it being understood and agreed that the time within which anything is to be done under this Contract will be extended by the total period of all such delays. During the Event of Force Majeure requiring suspension or curtailment of a Party's obligation under this Contract, that Party will suspend or curtail its operations in a safe and orderly manner. "Event of Force Majeure" means any cause beyond the control of Seon or Customer which prevents the performance by either Party of any of its duties, liabilities and obligations under this Contract not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by that Party including explosion, fire, casualty or accidents, epidemics, pandemics cyclones, earthquakes, floods, droughts, war, civil commotion, acts of the Queen's enemies, blockade or embargo, and acts of God but excluding lack of or insufficient financial resources to discharge and pay any monetary obligations and excluding inability to obtain labour, equipment or materials, strikes, lock-outs, or other labour disputes.

PART 18 - APPLICABLE LAW

- 18.1 In the performance of Work hereunder, Seon and its subcontractors, shall comply with all applicable requirements of provincial, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
- 18.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive Customer's sovereign immunity.

PART 19 - DISPUTE RESOLUTION

- 19.1 The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.
- 19.2 The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 19.3 Each party shall be responsible for its own costs associated with the mediation.
- 19.4 The requirement to seek mediation shall 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.

19.1

PART 20 - CONFIDENTIALITY

- 20.1 Without the written consent of the other Party, neither Customer nor Seon shall disclose to third parties other than their respective employees or authorized subcontractors or disclose or use for any purpose other than performance of the Work any Confidential Information unless: (1) the information is known to the Receiving Party prior to obtaining same from Disclosing Party or performing Work under this Contract; (2) the information is at the time of the disclosure then in the public domain; (3) the information is obtained by or from a third party who did not receive it, directly or indirectly, from the Disclosing Party and who has no obligation of confidentiality with respect thereto; (4) the information may be or is required to be released pursuant to the appropriate laws. This Section is subject to Section 10.1.

PART 21 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 21.1 Customer and Seon acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Customer, Seon, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Seon 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.

PART 22 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS

- 22.1 Seon 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, Seon 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, Seon 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 Seon to the extent the Federal Government deems appropriate.
- 22.2 Seon 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 Seon, to the extent the Federal Government deems appropriate.
- 22.3 Seon 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.

PART 23 - ACCESS TO RECORDS AND REPORTS

- 23.1 Seon agrees to provide Customer, 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 Seon which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Seon also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Seon access to Seon'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. Seon agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 23.2 Seon agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of

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litigation or settlement of claims arising from the performance of this contract, in which case Seon agrees to maintain same until Customer, 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.

PART 24 - FEDERAL CHANGES

- 24.1 Seon shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Customer and FTA, as they may be amended or promulgated from time to time during the term of this contract. Seon's failure to so comply shall constitute a material breach of this contract.

PART 25 - CIVIL RIGHTS REQUIREMENTS

- 25.1 Nondiscrimination - 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, Seon agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Seon agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 25.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- a) 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, Seon 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. Seon 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, sex, or age. 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, Seon agrees to comply with any implementing requirements FTA may issue.
 - b) 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, Seon agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Seon agrees to comply with any implementing requirements FTA may issue.
 - c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Seon 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, Seon agrees to comply with any implementing requirements FTA may issue.
- 25.3 Seon 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.

CONTRACT FOR THE SUPPLY AND INSTALLATION OF ON-BOARD SECURITY CAMERAS

PART 26 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 26.1 This contract 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*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 6% has been established for this procurement. Seon has provided documentation of adequate good faith efforts towards meeting this goal.
- 26.2 Seon shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Seon shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Seon 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 Customer deems appropriate. Each subcontract Seon signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- 26.3 Seon will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 26.4 Seon is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Seon's receipt of payment for that work from Customer. In addition, Seon is required to return any retainage payments to those subcontractors within 30 days after the subcontractors's work related to this Contract is satisfactorily completed.
- 26.5 Seon must promptly notify Customer 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. Seon 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 Customer.

PART 27 - INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 27.1 The preceding provisions 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 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 this Agreement. Seon shall not perform any act, fail to perform any act, or refuse to comply with any Customer requests which would cause Customer to be in violation of the FTA terms and conditions.

PART 28 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

- 28.1 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Seon is required to verify that none of Seon, 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.
- 28.2 Seon 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.
- 28.3 By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
- a) The certification in this clause is a material representation of fact relied upon by Customer. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Customer, 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.

PART 29 - LOBBYING

- 29.1 Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 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 recipient.

PART 30 - CLEAN AIR

- 30.1 Seon 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 . Seon agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Seon also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

PART 31 - CLEAN WATER

- 31.1 Seon 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 . Seon agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Seon also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

PART 32 - CARGO PREFERENCE

- 32.1 Seon agrees to use privately owned United States-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 underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 32.2 Seon agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Seon in the case of a subcontractor's bill-of-lading).
- 32.3 Seon agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

PART 33 - FLY AMERICA

- 33.1 Seon agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Seons 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. Seon 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

CONTRACT FOR THE SUPPLY AND INSTALLATION OF ON-BOARD SECURITY CAMERAS

necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Seon agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

PART 34 - ENERGY CONSERVATION REQUIREMENTS

- 34.1 Seon 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.

PART 35 - RECYCLED PRODUCTS

- 35.1 Seon agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

PART 36 - BUY AMERICA

- 36.1 Seon 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.
- 36.2 Seon 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.

PART 37 - GENERAL

- 37.1 Time is of the essence of this Contract.

- 37.2 Nonwaiver

Failure of Customer to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein by law or failure to properly notify Seon in the event of breach or its acceptance of or payment for any Work hereunder shall not release Seon from the representations or obligations of this Contract and shall not be deemed a waiver of any right of Customer to insist upon strict performance hereof or any of its rights or remedies hereunder.

- 37.3 Authorized Representatives and Notice

- a) Any notice or communication required or permitted to be given under this Contract will be in writing and will be considered to have been given if delivered by hand (including commercial courier), transmitted by facsimile or email transmission or mailed by prepaid registered post, to the address of facsimile transmission number of each Party set out below:

CONTRACT FOR THE SUPPLY AND INSTALLATION OF ON-BOARD SECURITY CAMERAS

For Customer:

Fort Bend County Public Transportation
Transportation Director
12550 Emily Court, Sugar Land 77478
Fax: 281-243-6710
email:
paulette.shelton@fortbendcountytexas.gov

For Seon:

Seon Systems Sales Inc.
Alwyn Slabbert
Unit 111 – 3B Burbidge Street
Coquitlam, BC V3K 7B2 Canada
Fax: (604) 941-0870
email: alwyn.slabbert@seon.com

- b) The following persons are designated by the Parties as their respective “**Authorized Representatives**” for purposes of this Contract and shall have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

For Customer:

Fort Bend County Public Transportation
Transportation Director
12550 Emily Court, Sugar Land 77478
Fax: 281-243-6710
email:
paulette.shelton@fortbendcountytexas.gov

For Seon:

Seon Systems Sales Inc.
Christopher Akiyama
Unit 111 – 3B Burbidge Street
Coquitlam, BC V3K 7B2 Canada
Fax: (604) 941-0870
email: CAkiyama@seon.com

- c) Written notification to the other Party shall be provided, in advance, of changes in the name or address of the designated Authorized Representatives.
- d) Any notice or communication will be considered to have been received:
- (i) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;
 - (ii) if sent by facsimile transmission during business hours on a Business Day, upon verifiable transmission, and if not transmitted during business hours, upon the commencement of business on the next Business Day; and
 - (iii) if mailed by prepaid registered post, upon the fifth Business Day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission.

37.4 Independent Contractors

The relationship between Seon and Customer shall be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party shall represent itself as the agent or legal partner of the other Party or do any act or thing which might result in other persons believing that it has authority to contract in any way to enter into commitments on behalf of the other.

37.5 Entire Contract

This Contract, including the Exhibits, is the entire Contract between the Parties and supersedes all previous communications, representations and Contracts, whether verbal or written, between the parties with respect to the subject matter of this Contract. Except as stated in this Contract including the Exhibits, this Contract contains all the covenants, representations, and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Contract may not be amended or modified in any respect except by the written instrument signed by each of the Parties.

37.6 Severability

If any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Customer and Seon shall negotiate an equitable adjustment

CONTRACT FOR THE SUPPLY AND INSTALLATION OF ON-BOARD SECURITY CAMERAS

in the provisions of the Contract with a view toward affecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

37.7 Enurement

This Contract will enure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns.

37.8 Further Assurances

Each of the Parties hereto will at all times hereafter execute and deliver at the request of any other Party all such further documents, deed and instruments, and will do and perform all such further acts as may be reasonably necessary to give full effect to the intent and meaning of this Contract.

37.9 Legal and Other Fees

Except as specifically provided otherwise in this Contract, each Party will be responsible for its own legal fees and other charges incurred in connection with this Contract.

37.10 Counterparts

This Contract may be signed by original or by facsimile in one or more counterparts and upon execution in counterparts by each Party hereto, such counterpart will constitute an original of the Contract and execution and delivery by facsimile will be legally binding upon the Parties.

IN WITNESS THEREOF the Parties have executed this Contract on the 16th day of MAY, 2013.

SEON SYSTEMS SALES INC.

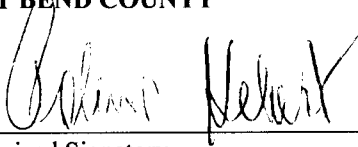
Per:



Authorized Signatory

FORT BEND COUNTY

Per:



Authorized Signatory

Robert E. Hebert, County Judge
Approved by Commissioners Court on May 14, 2013

Attest:



Dianne Wilson, County Clerk

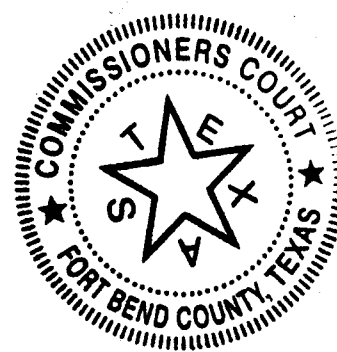


EXHIBIT A
RFP

(See attached)

Fort Bend County Specification Download Acknowledgment



Request for Proposals

***Transit Vehicle Camera System for Public Transportation
RFP 13-042***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

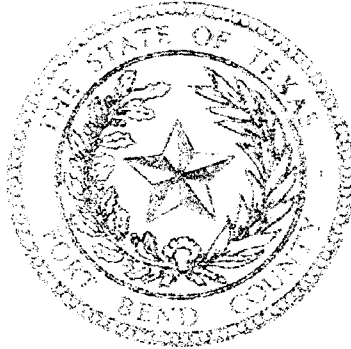
Facsimile Number

Email Address

Signature

Date

***Fort Bend County, Texas
Request for Proposals***



***Transit Vehicle Camera System for Fort Bend County Public Transportation
RFP 13-042***

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:

**Thursday, March 14, 2013
1:30 PM (Central)**

MARK ENVELOPE:

**RFP 13-042
Transit Vehicle Camera System**

***ALL RFPS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
NAMES OF ALL RFPS RECEIVED WILL THEN BE READ.
RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

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

**Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this RFP. Requests for
information must be in writing and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us)**

Vendor Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 SCOPE OF WORK:

Fort Bend County (FBC) intends to contract with one (1) vendor to provide and install video camera system for its Public Transit vehicles as described herein.

2.0 PRE-RFP MEETING:

There is no Pre-RFP meeting for this project.

3.0 PROPOSAL SUBMISSION:

3.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms Debbie Kaminski, CPPB, County Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us). Responses to questions will be issued in writing only, verbal questions and responses will not be considered. Deadline for submission of questions and/or clarification is **Thursday, March 7, 2013 at 3:00 PM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

3.2 When submitting a proposal in response to this request the following are required:

- 3.2.1 One (1) original, six (6) copies and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification.**
- 3.2.2 Insure that this RFP is included in your proposal and that all the information requested on the cover of this RFP is completed.
- 3.2.3 Provide a title page showing the RFP subject, name of proposer, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.
- 3.2.4 Provide all required elements as stated.
- 3.2.5 Provide detailed pricing.
- 3.2.6 Provide completed W9, Tax Residence Certification, proof of insurance and all Federal Transportation required forms.

3.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of evaluating proposals and conducting contract negotiations.

3.4 Right to Reject:

This Request for Proposals does not commit Fort Bend County to award a contract. The County reserves the right to accept or reject in part or in whole any or all proposals submitted as a result of this RFP.

3.5 Cost of Proposal Preparation:

The cost of preparing a response to this RFP is not reimbursable to respondent or selected provider.

3.6 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of 60 calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Revisions will be permitted after submission and before final contract award for the purpose of obtaining the best and final offer.

3.7 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

3.8 Confidentiality of Proposals:

Proposals will be opened on the date specified on the cover page and kept secret during the process of negotiations. The names of the respondents will be made public at time of opening. All proposals will be made available for public inspection after final contract award. Information identified as proprietary may be withheld in accordance with applicable laws.

3.9 Contract Award:

Award of contract will be made by Fort Bend County Commissioners Court to the responsible company(s) who has been determined to be the best evaluated offer resulting from negotiations. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this request for proposals.

3.10 Exceptions RFP:

Any and all exceptions, conditions or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception, and inserted in the proposal along with associated costs.

4.0 INSURANCE:

- 4.1 All respondents must submit, with RFP, a 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 contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.
- 4.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 4.2.2 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.
 - 4.2.3 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.
 - 4.2.4 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.
- 4.3 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 Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 4.4 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 2 years beginning from the time the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

5.0 INDEMNIFICATION:

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

- 5.1 Contractor 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 Contractor in the defense of each matter.
- 5.2 Contractor'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 this 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.
- 5.3 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 Contractor, Contractor 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 Contractor are not at issue in the matter.

- 5.4 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 5.5 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 5.6 Contractor 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 Contract, 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 Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 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 Contractor and/or Trade Contractor providing such insurance.

6.0 REQUIREMENTS:

Fort Bend County intends to procure video camera systems for its Public Transit vehicles. Proposed system is to record onboard activity and have the ability to be remotely accessed using a "Wi-Fi" communication device that FBC will be installing on each vehicle. FBC staff, via web interface, must be able to access live or recorded video over this network when needed.

- 6.1 Transit Bus Video Camera/DVR Systems minimum requirements:
 - 6.1.1 The Transit Video Camera DVR/NVR Systems must be in accordance with the American Recovery and Reinvestment Act of 2009 with respect to one of the following:
 - 6.1.1.1 Buy America Certified Exempt
 - 6.1.1.2 Buy America Waiver Approved
 - 6.1.1.3 Buy America Certified
 - 6.1.2 Transit Video Camera Systems with Digital Video Recorder (DVR) capability utilizing standard on-board transit camera placement video surveillance systems.
 - 6.1.3 The Transit Camera system with four(4) cameras per vehicle in fixed positions with adjustable but secured camera heads that should include:
 - 6.1.3.1 Water-resistant/Vandal Proof casing, scratch resistant, anti-glare cover
 - 6.1.3.2 Infrared microphone for audio recording
 - 6.1.3.3 Ability to have a lock/security box for the hard drive
 - 6.1.3.4 Panic Button with ability to have button programmable to call emergency services when pushed. Pressing panic button should also mark the video log with a timestamp of when button was pushed.

- 6.1.4 Ability of Transit Video Camera Systems to view all angles of the vehicles interior and optional exterior utilizing standard transit agency on-board video surveillance system
- 6.1.5 Ninety degree adjustable angle and at least a 73.7 degree field view.
- 6.1.6 DVR/NVR type recording device with optional functionality of real time video access that includes following:
 - 6.1.6.1 “Wi-Fi” capability to transmit video over the onboard wireless connection.
 - 6.1.6.2 Web interface or camera system software to access cameras and view video remotely.
 - 6.1.6.3 4-8 channel capability.
 - 6.1.6.4 At a minimum, 240 hours or more of recorded video time to a hard drive. Ability to record in different resolution settings, giving flexibility to view video in low or high resolution. Also, allowing more record time to hard drive when set to a lower resolution.
 - 6.1.6.5 GPS Antenna embeds GPS tracking information is synchronized with recorded video footage.
 - 6.1.6.6 Ability to connect to a mobile data device wirelessly.
 - 6.1.6.7 Camera System communication process should not interfere with other on board devices accessing the same wireless connection
 - 6.1.6.7.1 Fort Bend County also intends to have an Automated Fare Collection system and Mobile Data Terminals functioning over the Wi-Fi to cellular network on board. Bus Camera connection should be dormant unless activated remotely and should otherwise not interfere with the other services that are constantly accessing the wireless network.
- 6.1.7 Optional function to view real time video remotely via web interface or bus camera system software.
- 6.1.8 Ability to convert raw data into common video formats, such as .AVI and .MPEG formats.
- 6.1.9 Ability to automatically activate the video recording system when vehicle is ignited or with under a minute delay
- 6.1.10 Ability to activate camera system on a vehicle remotely, while ignition is off. Also, ability to remotely set time for camera system to auto activate, while ignition is off. An example of this would be to have the camera’s activate before a driver arrives to capture whether or not proper pre-trip inspection is being done by that driver.
- 6.1.11 Ability to program a length of time that the system will continue to record after vehicle ignition is turned off.

6.2 Camera Placement

- 6.2.1 Transit video cameras to be placed with the following views:
 - 6.2.1.1 Forward Facing thru Windshield (outside view)
 - 6.2.1.2 Over driver with view of stairwell and lift
 - 6.2.1.3 Forward facing rear cabin

6.2.1.4 Rear Facing Front Cabin

6.2.1.5 Final fields of view and camera mounting locations on each vehicle must be approved by Fort Bend County Project Manager prior to actual installation.

6.3 Vendor Requirements:

6.3.1 Vendor must provide a turnkey proposal that includes, but not limited to, all necessary parts, materials, labor and software to properly complete the proposed project.

6.3.2 Vendor is to provide a cost break down for fundamental components needed to complete the project. (Utilizing attached spreadsheet). An example being hardware, software, labor, training, etc.

6.3.2.1 Include Cost per Bus breakdown.

6.3.3 Vendor must identify a Project Manager. Must provide contact information to work with and coordinate with FBC Project Manager.

6.3.4 Vendor's Project Manager is responsible for a written weekly status and update of project progress, and bi-weekly meetings throughout completion of the project to update the FBC Project Manager.

6.4 FBC Requirements:

6.4.1 FBC will provide:

6.4.1.1 Wi-Fi to cellular access via a Wi-Fi hotspot on all vehicles.

6.4.1.2 Adequate space onsite for installation to be performed.

6.5 Implementation - Install and Training

6.5.1 Vendor shall be responsible for implementation, including installation, and complete and comprehensive testing of the Video Systems to include a test run.

6.5.2 Vendor must develop an implementation test plan and procedure. All aspects of the technology shall be tested to ensure all functions are properly executed and all displays and screens are properly displayed and/or prompted.

6.5.3 Vendor to provide a timeline/schedule for implementing project hardware/software on all buses

6.5.4 Installation on the County's current fleet, see attached fleet list, and up to 20 Contractor owned vehicles shall be done onsite at our facilities in Fort Bend County:

6.5.4.1 12550 Emily Court, Sugar Land, TX 77478

6.5.4.2 1809 Eldridge, Sugar Land, TX 77478

6.5.5 Installation on all vehicles to be completed on Saturdays, when bus service is not operating, to allow access to the entire fleet. Access will be limited so the dates and times of installation must be coordinated with FBC Project Manager.

6.5.6 Vendor will be responsible for any damages to county and contractor owned equipment during installation and testing.

- 6.5.7 After installation of equipment, each vehicle must be checked and ensured functional at the end of each workday before the vendor is cleared to leave.
- 6.5.8 Install, testing, training, Go-Live & Follow up must be completed by 45 calendar days of notice to proceed.
- 6.5.9 Vendor must provide detailed recommendation of training requirements to include:
 - 6.5.9.1 Initial trainings and offer annual trainings in the use of equipment and software to FBC Public Transportation staff and its designated contract representatives.
 - 6.5.9.2 Up to 10 days training onsite.
 - 6.5.9.3 Training manuals regarding all hardware and software installed.
 - 6.5.9.4 Duration, onsite/offsite/online method of delivery, and type of training for each target audience listed below:
 - 6.5.9.4.1 System Administration Training
 - 6.5.9.4.2 Dispatcher Training
 - 6.5.9.4.3 Driver Trainer Training(Train the Trainer)
- 6.6 Maintenance and Warranty requirements:
 - 6.6.1 All equipment/hardware supplied must be new, unused and current production.
 - 6.6.2 Maintenance agreement to maintain all hardware to be proposed by Vendor.
 - 6.6.3 Vendor must supply a cost breakdown for maintenance fees and detail what services are included, (utilizing attached spreadsheet).
 - 6.6.4 Proposal cost/price should include the first year of maintenance. Also, include pricing for maintenance for the following three (3) years (for budgetary purposes).
 - 6.6.5 Vendor must have off-site support services via telephone and email 24 hours a day.
 - 6.6.6 Warranty coverage of equipment to be handled by Vendor for a minimum period of one (1) year.
 - 6.6.7 Response time by telephone and email inquiries regarding hardware and software issues within a 2 hour time period.
- 6.7 Systems Quantities:
 - 6.7.1 Minimum of 30 and maximum of 70 total systems setup and installed plus option for up to 50 additional systems in a 60 month period from contract start date.
 - 6.7.2 All equipment quantities to be finalized and determined during negotiations.

7.0 EVALUATION FACTORS:

Contract award will be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP and in accordance with the

requirements of the Texas Local Government Code.

- 30% Project Timing/Scheduling/Availability of Staff: Provide number of staff employees of the vendor, flexibility of schedule and ability to promptly respond to task requests.
- 15% Understanding the Scope of Work: Parties demonstrate their ability to meet the required specifications. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to accomplish the required collaboration, scheduling and coordination required for this type of project.
- 15% Recent and relevant experience in the type of work contemplated: In addition, provide the client name, briefly describe the project and provide a contact person and phone number.
- 15% Experience and capabilities of individuals assigned to the project: Provide resumes for each team member.
- 15% Price.
- 5% Proposed features and/or options that are above and beyond minimum requirements of this RFP.
- 5% Request for Proposals Document: Well organized and well written proposals, responding coherently to this Request for Proposal will be given preference. Proposal must clearly identify contact person responsible for the submission, identifying individual's name, title, address and phone number.

8.0 EVALUATION PROCESS:

- 8.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 8.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the

interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.

- 8.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 8.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 8.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 8.6 All proposals submitted are to be valid for a period of ninety (90) days.

9.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

10.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, 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 REQUIRED FORMS:

- 11.1 W9 Form
- 11.2 Tax Form/Debt/Residence Certification
- 11.3 American Recovery and Reinvestment Act Contract Reporting Requirements
- 11.4 DBE Attachment G and K
- 11.5 Attachment L must be completed if awarded the contract
- 11.6 Certification Forms

12.0 FEDERAL CLAUSES:

- 12.1 **No Government Obligation to Third Parties.** Fort Bend County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal

Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Fort Bend County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. 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.

- 12.2 Program Fraud and False or Fraudulent Statement and Related Acts.** 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, 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, 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 Contractor to the extent the Federal Government deems appropriate.

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 Contractor, to the extent the Federal Government deems appropriate.

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.

- 12.3 Access to Records and Reports.** Contractor agrees to provide Fort Bend 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 Contractor which are directly pertinent to this contract 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. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until Fort Bend 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.

12.4 Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Fort Bend County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.5 Civil Rights Requirements. The following requirements apply to the underlying contract:

Nondiscrimination - 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, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, 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 underlying contract:

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, 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. 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, sex, or age. 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, 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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, 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, 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, Contractor agrees to comply with any implementing requirements FTA may issue.

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.

- 12.6 **Disadvantaged Business Enterprise (DBE).** This contract 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*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 6% has been established for this procurement.

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by 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 Fort Bend County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to attach with this bid, Attachment K-Subcontractor Participation/DBE Intent to Perform and Attachment G-Demonstration of Good Faith Efforts.

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 from Fort Bend 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 this Contract is satisfactorily completed.

The Contractor must promptly report to Fort Bend County's DBELO, Attachment L-Vendor Payment Form throughout the life of the contract to ensure compliance with reporting requirements. 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 Fort Bend County.

- 12.7 **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions 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 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 this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Bend County requests which would cause Fort Bend County to be in violation of the FTA terms and conditions.

- 12.8 **Government-Wide Debarment and Suspension (Non-Procurement).** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of 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.

Contractor 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.

- 12.9 **Lobbying.** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 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 recipient.

- 12.10 **Clean Air.** 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 . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 12.11 **Clean Water.** 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 . Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 12.12 **Cargo Preference.** Contractor agrees:

(1) to use privately owned United States-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 underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading.)

(3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

- 12.13 **Fly America.** 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 CFR 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 12.14 **Energy Conservation Requirements.** 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.
- 12.15 **Recycled Products.** Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 12.16 **Buy America.** 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.

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.

- 12.17 **Dispute Resolution.** The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.

The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

Each party shall be responsible for its own costs associated with the mediation.

The requirement to seek mediation shall 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.

13.0 NAIC CODES:

The following NAIC codes are set for this project; however, they are not all inclusive:

238210	Electrical Contractors
334290	Other Communications Equipment Manufacturing
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment
	Merchant Wholesalers
561621	Security Systems Services

County Fleet List

K-022	2006	Ford	El Dorado	20 passenger
K-039	2006	Ford	El Dorado	20 passenger
K-125	2006	Ford	El Dorado	18 passenger
M-029	2007	Ford	Goshen	15 passenger
M-042	2007	Ford	Goshen	15 passenger
M-043	2007	Ford	Goshen	15 passenger
P-002	2010	Ford	El Dorado	20 passenger
P-003	2010	Ford	El Dorado	20 passenger
P-004	2010	Ford	El Dorado	20 passenger
Q-001	2010	Chevrolet	Challenger	16 passenger
Q-002	2010	Chevrolet	Crusader	11 passenger
Q-005	2010	Chevrolet	Crusader	11 passenger
Q-003	2010	Chevrolet	Challenger	16 passenger
Q-008	2010	Chevrolet	Challenger	16 passenger
Q-018	2010	Chevrolet	Challenger	16 passenger
Q-006	2010	Chevrolet	Crusader	11 passenger
Q-007	2010	Chevrolet	Crusader	11 passenger
Q-017	2009	Chevrolet	Crusader	11 passenger
Q-009	2011	Freightliner	Defender	32 passenger
Q-010	2011	Freightliner	Defender	32 passenger
Q-011	2011	Freightliner	Defender	32 passenger
Q-012	2011	Freightliner	Defender	32 passenger
Q-013	2011	Freightliner	Defender	32 passenger
Q-014	2011	Freightliner	Defender	32 passenger
Q-019	2011	Freightliner	Defender	32 passenger
Q-020	2011	Freightliner	Defender	32 passenger
Q-022	2011	Freightliner	Defender	32 passenger
Q-024	2011	Freightliner	Defender	32 passenger
Q-040	2011	Freightliner	Goshen	32 passenger
Q-041	2011	Freightliner	Goshen	32 passenger
Q-042	2011	Freightliner	Goshen	32 passenger
Q-043	2011	Freightliner	Goshen	32 passenger
R-074	2012	Chevrolet	Goshen	16 passenger
R-075	2012	Chevrolet	Goshen	16 passenger
R-076	2012	Chevrolet	Goshen	16 passenger
R-077	2012	Chevrolet	Goshen	16 passenger

R-078	2012	Chevrolet	Goshen	16 passenger
S-004	2012	Dodge	Amerivan	6 passenger
S-005	2012	Dodge	Amerivan	6 passenger
S-006	2012	Dodge	Amerivan	6 passenger
S-007	2012	Dodge	Amerivan	6 passenger
S-008	2012	Dodge	Amerivan	6 passenger
S-010	2012	Chevrolet	Goshen	16 passenger
S-011	2012	Chevrolet	Goshen	16 passenger

Installation Labor and Material Breakdown					
Hardware items					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Hardware item					
Other					
Other					
Installation Labor & Setup					

Software							
Licensing							
Other							
Other							
Testing							
Training							
Maintenance for first year							
Maintenance for second year							
Maintenance for third year							
Maintenance for fourth year							
Manufacturers Warranty							
First Year Warranty							
Personnel							
Support							
Management Service							
Deployment							

Other				
Other				



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

New Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SB-Small Business Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

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.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 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.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

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 page 2), 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 Social Security Administration 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 www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second 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 1.

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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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]

FORT BEND COUNTY PUBLIC TRANSPORTATION



AMERICAN RECOVERY AND REINVESTMENT ACT CONTRACT REPORTING REQUIREMENTS

Project# _____ Date: _____

Vendor Legal Name: _____ DUN's # _____

Address: _____ City/State/Zip: _____

1. Please indicate the number of **new** jobs that have been created and any **existing** filled positions that were retained to support or carry out Recovery Act projects for the past month.

FTE Jobs Created: _____ **or Jobs Retained:** _____

(For example, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE. "Jobs or positions retained" means those previously existing filled positions that are retained as a result of Recovery Act funding. Must also report jobs of sub awards/sub contracts.)

2. Please indicate the **types** of new jobs that were created/retained this month and reported above. *(For example, this description may rely on job titles, broader labor categories as long as the terms used are widely understood and describe the general nature of the work. Please attach a separate sheet to list titles/descriptions, if needed.)*

3. Report the expenditures of any subcontracts that you have utilized with ARRA funding for the past weekly reporting period that was over \$25,000.

<u>Name/Dun's #/Zip Code</u>	<u>Service/Product</u>	<u>Expenditure Amt.</u>
------------------------------	------------------------	-------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. For the five most highly compensated officers of the entity: Provide the names and total compensation if:

- (1) the recipient in its preceding fiscal year received—(a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986 [26 USC Sec. 6104].

“Total compensation” means the cash and noncash dollar value earned by the executive during the past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)): (i). Salary and bonus. (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (iii). Earnings for services under non-equity incentive plans. Does not include group life health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. (v). Above-market earnings on deferred compensation which are not tax-qualified. (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

Name: _____	Yearly Salary: _____
Name: _____	Yearly Salary: _____
Name: _____	Yearly Salary: _____
Name: _____	Yearly Salary: _____
Name: _____	Yearly Salary: _____

5. The American Recovery and Reinvestment Act of 2009 (ARRA) requires that every contractor that receives ARRA funds must post a notice of rights and remedies available to whistleblowers. (Title XV, Subtitle A, Section 1553(e)). Contact the Department of Transportation Office of Inspector General’s office (OIG) if you have questions.

(Poster Attached)

Send Attached Report via Fax or Mail to the ATTN:

Twila Mouttet, Project Manager/DBELO
12550 Emily Court, Suite 400
Sugar Land, Texas 77478
Phone: (281) 243-6702
FAX (281) 243-6715



**U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL**

**WHISTLEBLOWERS
KNOW YOUR RIGHTS**

On January 6, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Section 1553

A

ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response

R

REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- Gross mismanagement of a stimulus-funded project.
- Gross waste of stimulus funds.
- Danger to public health and safety related to a stimulus-funded project.
- Violation of the law relating to stimulus funds or a stimulus-funded project.
- Abuse of authority related to the implementation of stimulus funds.

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.

R

REMEDIES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

A

ALTERNATIVES:

www.oig.dot.gov/recovery/whistleblower_protections.jsp

Phone: 1-800-424-9071

Email: hotline@oig.dot.gov

Mail: USDOT/OIG

P.O. Box 708

Fax: 1-540-373-2090

Fredericksburg, VA 22404

OIG HOTLINE

Attachment G

Forms 1 & 2 for Demonstration of Good Faith Efforts

[Forms 1 and 2 will be provided as part of solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Name of Prime Contractor (Offeror): _____

Project Name: _____

Ethnic Code: A) African-American Male B) African American Female C) Asian-Indian Male
D) Asian-Indian Female E) Asian -Pacific Male G) Asian-Pacific Female H) Hispanic Male
I) Hispanic Female J) Native American Male K) Native American Female L) White Female M) Other

IFB/RFP/SOQ Number:

[illegible]

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Capital Metro. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. The contractor also certifies that no more than 70% of the work for this project will be subcontracted.

Date Signed

FORT BEND COUNTY
Intent to Perform as a DBE Contractor/DBE Subcontractor
IFB/RFP/SOQ # _____

(Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in Capital Metro's DBE Program must have "current" certification status with a TUCP Certifying Agency (see Exhibit D Paragraph 6) by the due date established for this IFB/RFP/SOQ.)

1. TO: (name of Offeror/Prime Contractor) _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

_____ and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on Schedule C).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must be listed in Schedule C-1 and must also be DBE certified. (The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.)

_____ (Name of DBE Firm)	_____ (Signature of Authorized Representative)	_____ (Phone Number)	_____ (Date Signed)
_____ (Name of Offeror/Prime Contractor)	_____ (Signature of Authorized Representative)	_____ (Phone Number)	_____ (Date Signed)

VENDOR PAYMENT REPORT

Fort Bend County
Public Transit Department
DBELO
12550 Emily Court
Sugar Land, Texas 77478
(281) 633-7433
Fax (281) 243-6715

FAX FORM to FBC
Public Transit DBELO:
(281) 243-6715

1. Contract Number	2. Invoice Number
	3. Reporting Period From: To:

Instructions: 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 DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with Fort Bend County Public Transportation in the future 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.

4. Contractor's Business Name	5. Contact Person	6. Address	7. Telephone Number
8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications
12. Total Amount Received to date	13. Total Amount Owed	14. Committed DBE %	15. Actual DBE Participation to date

16. Name of DBE Subcontractor	17. Description of Work	18. Amount & Date of payments made during current invoice period	19. Subcontract Dollars	20. Amount paid to date	21. % Paid to Date	22. Amount of this invoice allocated to subcontractor

By completing this form, the Contractor acknowledges Fort Bend County's prompt payment policy which requires the Contractor to pay all subcontractors within 10 days of receiving payment from Fort Bend County.

Company Official's Signature and Title	Date Signed	Name and Title of Individual Completing Report

FORT BEND COUNTY PUBLIC TRANSPORTATION INSTRUCTIONS FOR COMPLETING THE VENDOR PAYMENT REPORT SUBMITTAL

The Vendor Payment Report is to be filled out by the Contractor and submitted to DBE after invoicing Fort Bend County. 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 number assigned to your project by Fort Bend County 2. <u>Invoice Number</u> Fill in the invoice number for this report 3. <u>Reporting Period</u> This is to be filled in to state the period of time you are reporting. 4. <u>Contractor's Business Name</u> Fill in your company's name 5. <u>Contact Person</u> Fill in the first and last name of the person to contact 6. <u>Address</u> Fill in your company's address 7. <u>Telephone Number</u> Fill in your company's phone number 8. <u>Date of Contract Award</u> Fill in the date the contract was executed by both you and Fort Bend County 9. <u>Schedule Date of Completion</u> Fill in the completion date of the contract as written 10. <u>Original Contract Amount</u> Fill in the dollar amount of the original contract agreed upon by you and Fort Bend County 11. <u>Current Contract Modifications</u> Fill in the dollar amount of the original contract plus/minus the dollar amount agreed upon at the later date as a result of contract modifications, if applicable. Include date the modification was executed. 12. <u>Total Amount Received to Date</u> Fill in the dollar amount you have received from Fort Bend County to date 	<ol style="list-style-type: none"> 13. <u>Total Amount Owed</u> Fill in the dollar amount of the contract minus the amount paid to you by Fort Bend County 14. <u>Committed DBE %</u> Fill in the percentage of DBE participation you committed to obtain in the contract 15. <u>Actual DBE Participation to date</u> Fill in the calculated dollar amount paid to the DBEs by the dollar amount you received from Fort Bend County 16. <u>Name of DBE subcontractor</u> Name all DBE subcontractors (Use additional sheets of necessary) 17. <u>Description of Work</u> State the work performed by the DBE subcontractor 18. <u>Amount & Date of payments made during current invoice period</u> State the amount and date of last payment made to each DBE subcontractor. Submit evidence of payment, i.e. cancelled check, check register, etc. 19. <u>Subcontract Dollars</u> State the committed dollar value to the DBE subcontractor to date 20. <u>Amount paid to date</u> Add all amounts paid to each DBE subcontractor to date 21. <u>% Paid to Date</u> State the dollar amount paid to the DBE subcontractor divided by the amount committed to them (Item 20 divided by Item 19) 22. <u>Amount of this invoice allocated to subcontractor</u> Fill in how much of this invoice will be paid to each DBE subcontractor
--	--

CERTIFICATION FORMS

Please fill out and sign the following forms and return with your Bid Proposal.

CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Fort Bend County Commissioners Court is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of Fort Bend County with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Debarment and Suspension:** The undersigned is neither debarred nor suspended from Federal programs under U. S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name/Title

Firm Name

Date

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Firm Name: _____

Business
Address: _____

Telephone: Office: _____ Fax: _____

Firm Owner: _____ Firm CEO: _____

Taxpayer Identification Number: _____

Number of years in contracting business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? (Explain)

Have you ever defaulted on a Contract? _____

Taxpayer ID#: _____ Date Organized: _____

Date Incorporated: _____

Is your firm considered a disadvantaged business enterprise (DBE)? _____

If you answered yes to the DBE question, explain type. _____

DUNS # _____ (Required) A DUNS number may be obtained from
D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>)

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____

STREET: _____ CITY: _____ ZIP: _____

FIRM is: 1. Corporation _____ 2. Partnership _____ 3. Sole Owner _____
 4. Association _____ 5. Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each "employee" of the Fort Bend County Public Transportation Department having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	JOB TITLE (IF KNOWN)
_____	_____
_____	_____

2. State the names of each employee of the county who has the authority to approve contracts on behalf of the county having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

NAME	TITLE
_____	_____
_____	_____

3. State the names of each "Commissioner" of Fort Bend County having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for Fort Bend County who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm"

NAME

CONSULTANT _____

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to Fort Bend County as changes occur.

Certifying Person: _____

Title:

(Type or Print)

Signature of Certifying Person: _____

Date: _____

Buy America Certificate

Certification required for procurement of steel, iron, or manufactured products (required for contracts over \$100,000).

Certificate of Compliance with 49 C.F.R. 661

The bidder or offeror hereby certifies that it will meet the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations of 49 C.F.R. 661.

Date _____

Signature _____

Printed Name: _____

Title _____

Company Name _____

or

Certificate of Non-Compliance with 49 C.F.R. 661

The bidder or offeror hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations of 49 C.F.R. 661.7.

Date _____

Signature _____

Printed Name: _____

Title _____

Company Name _____

**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 _____, 2012.

Signed: _____

Printed Name: _____

Company Name: _____

EXHIBIT B
PROPOSAL

(See attached)

EXHIBIT C
MILESTONE PAYMENT SCHEDULE

(See attached)

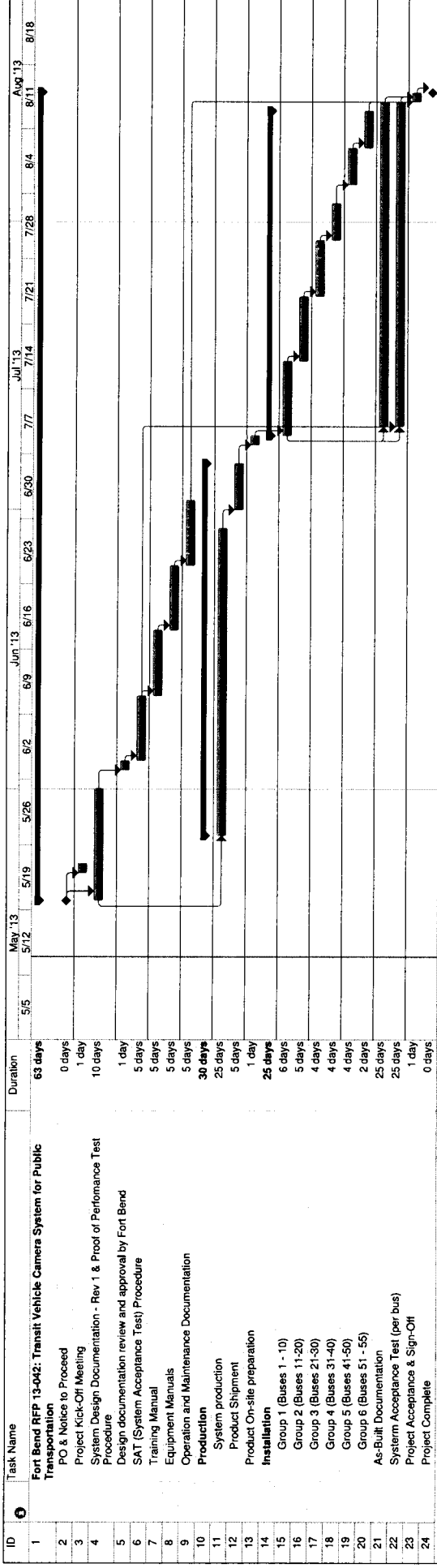
Exhibit C:
Milestone Payment Schedule

Payment on the project is to be invoiced according to the following schedule:

Milestone:	% of contract price
Confirmation of order	5%
Product delivery	65%
Installation complete	20%
Project acceptance	10%
	100%

EXHIBIT D
PROJECT DELIVERY SCHEDULE

(See attached)



Project: Fort Bend Project Schedule R
Date: Tue 5/14/13

Task Split Milestone Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

Page 1