

STATE OF TEXAS §

§

COUNTY OF FORT BEND §

**AGREEMENT FOR MARKETING SERVICES FOR FORT BEND COUNTY PUBLIC TRANSPORTATION  
WITH VESTA REA & ASSOCIATES, L.L.C.  
RFP 18-097**

**THIS AGREEMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and Vesta Rea & Associates, L.L.C. a company authorized to conduct business in the State of Texas, hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, County desires that Contractor provide marketing services for transportation services provided by Fort Bend County, Texas (hereinafter "Services") pursuant to RFP 18-097; and

WHEREAS, County desires to enter into this Agreement for the performance by Contractor of professional services; and,

WHEREAS, County has determined that this Agreement serves a public purpose as it assists local residents in better understanding their transit options throughout the County; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

## AGREEMENT

### **Section 1.        Scope of Work**

Contractor shall render Services to County as defined in the Scope of Work-Attachment A and as described in Contractor's Response for RFP 18-097-Attachment G.

### **Section 2.        Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Work required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Work when and as required and without delays. Key personnel shall include those individuals listed on Key Personnel-Attachment B. Any changes in Key Personnel must be approved in writing by the FBC Public Transportation Director.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

2.3 All work provided under this agreement shall conform to and be in the format required by federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, The Federal Highways Administration, the Environmental Protection Agency, Texas Commission on Environmental Quality, and The Texas Department of Transportation are applicable to these projects. Other federal and local funding sources may impose additional and/or differing requirements.

**Section 3.            Compensation and Payment**

3.1 Contractor's fees shall be calculated using (1) the Price Sheet-Attachment C which lists project maximum amounts and (2) the Personnel Rate Sheet-Attachment D which lists the rates set for personnel. All travel expenses shall be calculated in accordance with the Fort Bend County Travel Policy attached as Attachment H.

3.2 In addition, County shall pay an annual fee of twelve thousand dollars and no cents (\$12,000.00) to Contractor on the following schedule. The first payment shall be paid within thirty (30) days of this Agreement's execution. Each year thereafter, Contractor shall submit an invoice for payment for the annual fee on or about March 30<sup>th</sup> of each year.

3.3 The Maximum Compensation for the performance of Services within the Scope of Work described in Attachment A is seven hundred fifty thousand dollars and no/100 (\$750,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved Amendment.

3.4 All performance of the Scope of Work by Contractor including any changes in the Scope of Work and revision of work satisfactorily performed will be performed only when approved in advance and authorized in writing by County.

3.5 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Work, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

**Section 4.            Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total

maximum sum of seven hundred fifty thousand dollars and no/100 (\$750,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seven hundred fifty thousand dollars and no/100 (\$750,000).

4.3 Non-appropriations clause It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

#### **Section 5. Time of Performance**

5.1 The time for performance of this Agreement shall be effective upon the signature of the County and shall end no later than February 29, 2024. Contractor shall complete the tasks described in the Scope of Work within this time or within such additional time as may be extended by the County.

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

#### **Section 6. Work Authorizations**

6.1 County will issue Work Authorizations using the form included as Attachment E to authorize all work provided by Contractor under this Agreement. Contractor must sign and return a Work Authorization to County within fourteen (14) working days after receipt. Refusal of Contractor to accept a Work Authorization shall be grounds for termination of this Agreement by

County.

6.2 Each Work Authorization shall specify the types of Services to be performed and shall include: (a) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment C (Price Sheet) and Attachment D (Personnel Rates).

6.3 Contractor shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.

6.4 Contractor shall not provide any Services under this Agreement or begin any work until authorized by County in a fully executed Work Authorization. County will not pay any items of cost that are not included in a fully executed Work Authorization. Costs incurred by Contractor before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.

6.5 All services provided by Contractor must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section 5 of this Agreement.

6.6 County reserves the right to negotiate hours, staffing, and other service requirements before issuance of each Work Authorization.

6.7 In the event Contractor determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Contractor shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of an amended Work Authorization.

6.8 Work Authorizations are issued at the discretion of County. While it is County's

intent to issue Work Authorizations hereunder, Contractor shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

6.9 Each Work Authorization shall be signed by all parties and shall become a part of this Agreement. No Work Authorizations will waive County or Contractor's responsibilities and obligations established in this Agreement. Contractor shall promptly notify County of any event that will affect completion of the Work Authorization.

6.10 Before additional work may be performed or additional costs incurred, a new additional or supplemental Work Authorization shall be enacted in writing in the same form identified and attached hereto as Attachment E. All parties must execute a supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Contractor or any costs incurred by Contractor prior to the execution of the Work Authorization. Contractor shall allow adequate time for review and approval of the supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section 5, unless an appropriate contract extension has been approved by the County and set forth in writing, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section 3 of this Agreement unless an appropriate contract amendment has been approved by the County and set forth in writing.

6.11 Upon satisfactory completion of the Work Authorization as determined by County, Contractor shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

**Section 7. Limits of Subcontractors**

7.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors listed on Attachment F have received County's approval. Subcontractors shall conform to all County policies. Any changes in the list of Subcontractors (Attachment F) must be approved in writing by FBC County Public Transportation Director.

7.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

**Section 8. Modifications and Waivers**

8.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

8.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

8.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 9. Change Orders**

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

9.2 Within fourteen (14) calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to the Public Transportation Director or his/her designee a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and Public Transportation Director or his/her designee. At the time both parties shall execute a detailed Contract modification in writing. Disagreements that cannot be resolved within negotiations shall

be resolved in accordance with the contract disputes clause.

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

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

**Section 10. Dispute Resolution**

10.1 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.

10.2 The party requesting mediation shall notify the other party in writing of the dispute desire 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.

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

10.4 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.

**Section 11. Termination**

11.1 Termination for Convenience

11.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

11.2 Termination for Default

11.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

11.2.2 If Contractor fails to perform services within the time specified in the Scope of Work or any extension thereof granted by the County in writing;

11.2.3 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure

11.2.4 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 11.1 above.

11.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

11.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Section 12. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of

payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

**Section 13. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Work. County's right to inspect survives the termination of this Agreement for a period of four years.

**Section 14. Insurance**

14.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form 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:

14.1.1 Workers' Compensation insurance. 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.

14.1.2 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.

14.1.3 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.

14.2 County 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 Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

14.3 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 that work under the Agreement is completed.

**Section 15. Indemnity**

**15.1 CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER 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.**

15.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

15.3 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this Section shall survive

the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

15.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

15.5 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

15.6 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

15.7 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

15.8 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

15.9 Contractor shall cause all contractors and subcontractors who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or subcontractor's operations. Such provisions shall be in form satisfactory to County.

**Section 16.            Confidential and Proprietary Information**

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

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

this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

16.5 Contractor expressly acknowledges that County 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, County 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 County by Consultant 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. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 17. Independent Contractor**

17.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work

required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

17.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 18.      Notices**

18.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

18.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Public Transportation Department Attn: Director 12550 Emily Court, Suite 400 Sugar Land, Texas 77478
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Vesta Rea & Associates, LLC P.O. Box 73643 Houston, TX 77273

18.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 18.1 and 18.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

18.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

18.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 19. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 20. Performance Warranty**

20.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

20.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in Attachment A and Attachment G.

**Section 21.           Assignment and Delegation**

21.1   Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

21.2   Neither party may delegate any performance under this Agreement.

21.3   Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 22.           Applicable Law**

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 the County's sovereign immunity.

**Section 23.           Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 24.           Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 25. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 26. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 27. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 28. Conflict**

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

**Section 29. Certain State Law Requirements for Contracts:**

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

29.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

29.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that

Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 30. Drug-Free Workplace**

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

**Section 31. Attachments**

The Attachments attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Scope of Work
Attachment B	Key Personnel
Attachment C	Price Sheet
Attachment D	Personnel Hourly Rates
Attachment E	Work Authorization
Attachment F	Subcontractors
Attachment G	Contractor's Response for RFP 18-097
Attachment H	Fort Bend County Travel Policy

**Section 32. Federal Clauses**

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

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

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

32.2 Breaches and Disputes: The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in

support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### 32.3 Civil Rights Requirements

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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, disability, age, sexual orientation, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

32.6 Disadvantaged Business Enterprise DBE: The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note). The national goal for participation

of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FTA-assisted contract. The Contractor must comply with 49 C.F.R. Part 26. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

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

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

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

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

32.8 Energy Conservation: The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

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

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

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

32.12 Lobbying: Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

32.13 No Government Obligation to Third Parties: County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

32.14 Notice to Third Party Participants: Federal requirements that apply to the County or the Award, the accompanying Award Agreement or any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

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

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

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

32.17 Program Fraud and False or Fraudulent Statements and Related Acts Program Fraud and False or Fraudulent Statement and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

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

32.20 Safe Operation of Vehicles: Contractor shall encourage their employees and other personnel that operate company-owned vehicles, company rented-vehicles, or personally operated vehicles to adopt on-the-job seat belt policies and programs.

32.21 Texting While Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or behalf of the County.

Section 33. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

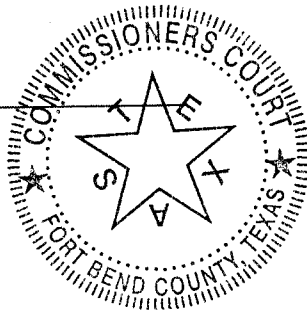
FORT BEND COUNTY

  
\_\_\_\_\_  
KP George, County Judge


4-9-2019  
Date

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



VESTA REA & ASSOCIATES, L.L.C.

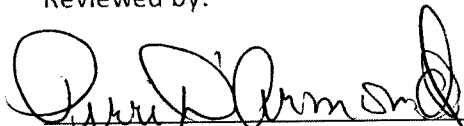
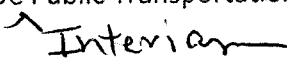
  
\_\_\_\_\_  
Authorized Agent- Signature

Vesta Rea-Gaubert  
Authorized Agent- Printed Name

President  
Title

03 / 29 / 2019  
Date

Reviewed by:

  
\_\_\_\_\_  
Paulette Shelton Perri D'Armond  
FBC Public Transportation Director  


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# ATTACHMENT A

### Scope of Work for Marketing Services

This Scope of Work is for the general Marketing Services that Vesta Rea & Associates, LLC shall provide to Fort Bend County Public Transportation (FBCPT) Department.

1. **Market Research & Analysis:** Vesta Rea & Associates shall conduct the following market research and provide written reports documenting the results and recommendations including but not limited to the following:

**1.1** Strategic analysis of demographics, business trends, and Strengths, Weaknesses, Opportunities, and Threats (SWOT) as the foundation for the marketing plan and corresponding areas.

**1.2** Analysis of consumer, media and market research including but not limited to demographics of residents, corporations, retailers/restaurants, visitors, employees, and developers. Additionally, the contractor will incorporate pertinent information and review existing research provided in the Long Range Plan and other Public Transportation related documents.

**1.3** Research, develop, and assist staff with the management and oversight of revenue-generating advertising program options, including but not limited to the quality control of imagery and installation.

**1.4** Create and conduct an intercept survey.

**1.5** Provide website usage and social media growth report to be used in analysis and incorporation of the marketing plan.

**1.6** Conduct new project market research, as needed.

#### **Deliverable**

- **A written report detailing the results of market research and analysis, market research findings, and a summary of preliminary strategies for FBCPT review. One (1) electronic copy to be provided for FBCPT records.**

2. **Marketing Plan & Strategy Development:** Vesta Rea & Associates shall develop and implement a plan that incorporates a wide range of marketing strategies to effectively promote the awareness, and actual use of public transportation services to key audiences including but not limited to core riders, occasional riders, and the general public/non-riders.

**2.1** Assess available media (trade, print, out-of-home, television, radio, internet, social media, etc.) and create a recommended media schedule based on cost, allocation and fit.

**2.2** Develop high quality, cost-efficient production options for trade, print, marketing material, and related items.

**2.3** Develop advertising spots for cable television, radio stations, YouTube, and website.

**2.4** Develop photography, videography, and stock art/music/print options for use in collateral material, website and print.

**2.5** Develop promotions, promotional items, media kits, corporate information packets, and other associated items for internal & external use.

**2.6** Develop and print schedules, maps, displays, promotional materials, or other activities.

**2.7** Design graphics and materials associated with the marketing plan and strategies including but not limited to existing and future expansion of transportation services.

**2.8** Provide metrics to demonstrate the impact/success of the marketing plan and establish a timeline of how often those metrics should be analyzed and assessed.

#### **Deliverables**

- **A draft written report detailing the recommended marketing plan and strategies development based on market research and analysis. One (1) electronic draft report to be provided to FBCPT for their review and approval.**
- **Upon approval of the draft report by FBCPT one (1) printed and bound report and one (1) electronic copy of the Marketing Plan and Strategy Development should be provided for FBCPT records.**
- **Develop, edit, and print various marketing materials as approved in the Marketing Plan & Strategy Development report.**

3. **Sub-Marketing Strategy Development:** Vesta Rea & Associates shall develop and implement a sub-marketing strategy that incorporates a wide range of marketing strategies to effectively promote the awareness, and actual use of public transportation services to key audiences including but not limited to core riders, occasional riders, and the general public/non-riders.

**3.1** Develop specific project based sub-marketing plan, on a case-by-case basis, for special projects such as new construction, new services or expansion of services, including but not limited to the design of graphics and materials associated with such sub-marketing plan.

#### **Deliverable**

- **A written report detailing the results of market research and analysis, market research findings, and a summary of preliminary strategies for FBCPT review. One (1) electronic copy to be provided for FBCPT records.**

4. **Brand Audit:** Vesta Rea & Associates shall provide an assessment of market branding and positioning based on overall research.

**4.1** Review FBCPT's logo and mission statement, and offer recommendations for refining or updating FBCPT's brand.

**4.2** Offer recommendations for tagline(s), color palettes, style guides, and signature fonts.

**4.3** Develop an application strategy and guide for logo usages such as incorporating FBCPT's brand into facilities, vehicles, and equipment, bus shelters, and wayfinding signage.

**4.4** Assist with the department's website and Facebook page content to keep information fresh and relevant.

**Deliverable**

- **A written action plan in reference to FBCPT compares/completes including the baseline for the website and social media analytic metrics and outcome of the review of brand assets. One (1) electronic copy to be provided for FBCPT records.**

5. **Brand Asset Revisions and New Design Options** - Vesta Rea & Associates shall provide logo options based on the outcome of Brand Audit.

**5.1** Design up to three (3) new logo samples.

**5.2** Provide up to two (2) rounds of edits.

**Deliverables**

- **Three (3) logo samples. One (1) electronic copy to be provided for FBCPT records. Final logo to be provided in multiple formats for use by FBCPT.**
- **A written Branding Guideline report detailing the brand standards or style guide for the department's history, vision, values, etc. One (1) electronic copy to be provided for FBCPT records.**

6. **Community Outreach:** Vesta Rea and Associates shall develop a written community relations strategy to guide the department on the most appropriate avenues and approaches for engaging residents.

**6.1** Create and assist in the creation of presentations for various community outreach events such as public hearings, job fairs, trade shows, and special events, i.e., Disadvantaged Business Enterprise and the Fort Bend County Fair.

**6.2** Create, edit and produce collateral outreach materials for recommended outreach activities.

**6.3** Participate in community outreach activities, administrative activities, planning, and emergency events.

**6.4** Provide recommendations for community outreach, as needed, for special projects such as new construction, new services or expansion of services.

**6.5** Assist with obtaining public input, as needed, such as surveys.

**6.6** Prepare holiday and emergency service closure information for vendors, park and ride locations and social media.

#### **Deliverables**

- **Recommend, create, and present at various community outreach events. Participate in community outreach activities such as public hearings, job fairs, and emergency events.**
- **Create, edit, and produce collateral outreach materials.**
- **Assist with public input and conducting surveys.**

7. **Public Relations:** Vesta Rea shall develop a written public relations strategy to guide the department to leverage optimum press coverage.

**7.1** Develop the appropriate strategy for responding to crisis events such as incidents, accidents, and natural disasters. Assist in monitoring reactions and responding appropriately.

**7.2** Write, format and distribute press releases using various media outlets.

**7.3** Assist in managing interactions with media, both proactively and reactively.

**7.4** Identify the best methods to get the word out face-to-face meetings, web postings, text messages, email, letters, phone calls, social media, and traditional media.

**7.5** Identify possibilities of speaking engagements and appearances.

**7.6** Plan press conferences and press releases to generate publicity, word of mouth and grow the overall social media presence.

#### **Deliverables**

- **Recommend, create, and develop various strategies for responding to crisis events.**
- **Write, format and distribute press releases.**
- **Provide press releases and assist with media interactions.**
- **Identify speaking engagements and appearances and plan press conferences.**

# ATTACHMENT B

## KEY PERSONNEL

VESTA REA ASSOCIATES	ROLE
Vesta Rea-Gaubert	Principal Marketing Coordinator
Courtney Adams	Deputy Marketing Manager
Jen Geibels	Senior Graphic Designer
Georgia Redonet	Outreach Manager
Vashon Borich-Leach	New Media Manager
Martha Putnam	Operations Manager
Courtney Adams	Copy Editing
Jen Geibels	Promotional Item Development
Vashon Borich-Leach	Social Media Content Development
4 contract surveyors	Surveyor

BOONE DELEON COMMUNICATIONS	ROLE
Leo De Leon	Senior Media Manager
Bill Asnes	Deputy Media Manager

PAMELA PRINTING	ROLE
David Smith	Deputy Graphic Designer

# ATTACHMENT C

## PRICE SHEET

DESCRIPTION	FIXED COST	COMMENTS
Annual Fee	\$12,000 fixed cost	The annual fee covers management and maintenance for the project.
Market Research and Analysis	\$15,000 Fixed Cost	
Marketing Plan and Strategy Development	\$12,000 Fixed Cost	
Sub-Marketing Strategy Development	\$2,000 Fixed Cost	
Brand Audit	\$6,000 Fixed Cost	
Brand Asset Revisions + New Design Options	\$13,000 Fixed Cost	
Branding Guideline Report	\$1,500 Fixed Cost	
Cable TV Media Buys	Negotiate at the time of creating Work Authorization.	
Radio Station Media Buys		
Digital Media Buys		
Newspaper Media Buys		
TV Advertising Spot	\$10,000 Fixed Cost	Includes creation, edit, and production costs.
Radio Advertising Spot	\$2,500 Fixed Cost	Includes creation, edit, and production costs.
Survey Creation	Negotiate at the time of creating Work Authorization.	
Website Content Development	\$2,500 Fixed Cost	For large-scale web page redesign or event page creation.
Collateral Outreach Materials	At cost	
Event Coordination	Negotiate at the time of creating Work Authorization.	Includes the coordination of an entire public outreach event, from inception to labor thru advertising, printing, rental facilities, refreshments, and final report.
Event Attendance	\$45 Fixed Cost	Cost per hour per person.
Presentation Creation	\$2,000 Fixed Cost	Cost reflects creation of one (1) presentation thru final approval.
Press Release Development	\$600 Fixed Cost	Cost reflects per press release. Includes copywriting, editing, and appropriate media outlets contacts.
Spanish Translation	\$60 per page for documents 3 pages or less or \$0.16 per word for documents more than 3 pages	
Sign Language	Negotiate at the time of creating Work Authorization.	Each interpreter comes with two (2) hour minimum. Any meeting or event exceeding an hour and a half (90 minutes) will require two interpreters. The rate for one interpreter, for an event up to 90 minutes, is \$430. If the meeting/event exceeds 90 minutes, two interpreters will be required, and the rate doubles to \$860. Any event exceeding two (2) hours requires a personalized quote, with the rate being determined by the type of event, the total length of event, number of people in attendance, location, number of interpreters needed, etc.
Speaking Engagements	\$8,000 Fixed Cost	Cost reflects per speaking engagement. Includes research, coordination of details and speech writing.
Press Conference Coordination	\$8,000 Fixed Cost	Cost reflects per conference. Includes contacting appropriate media outlets, collateral creation, and event coordination.
Travel	Per County Policy	
Other Direct Cost	Cost + 15%	Expenses Definition: General expenses incurred (i.e., Printing, toll road fees, copies, postage, etc.) The consultant will make available for review receipts for all other direct cost items Mileage reimbursement shall be based on the current IRS rate. Expenses associated with the task elements of this proposal will be billed with a 15% administrative fee (known as "other direct cost" (ODC)) on the actual cost, and this will be billed on the monthly invoice.

# ATTACHMENT D

**PERSONNEL HOURLY RATES**

<b>FIRM</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Vesta Rea &amp; Associates</b>	Principal Marketing Coordinator	\$ 150.00
	Deputy Marketing Manager	\$ 95.00
	Senior Graphic Designer	\$ 85.00
	Outreach Manager	\$ 60.00
	New Media Manager	\$ 55.00
	Operations Manager	\$ 50.00
	Copy Editing	\$ 75.00
	Promotional Items Development	\$ 85.00
	Social Media Content Development	\$ 55.00
	Event Attendance	\$ 45.00
	Surveyor	\$ 30.00
<b>Boone DeLeon Communications</b>	Senior Media Manager	\$ 75.00
	Deputy Media Manager	\$ 60.00
<b>Pamela Printing</b>	Deputy Graphic Designer	\$ 30.00

# ATTACHMENT E

STATE OF TEXAS §  
COUNTY OF FORT BEND §

**WORK AUTHORIZATION NO. \_\_\_\_  
AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section 6 of the Professional Services Agreement for Marketing Services (hereinafter "Agreement") signed on \_\_\_\_\_ and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Vesta Rea & Associates, L.L.C. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas

**PART I. Scope of Work.** The Contractor will perform professional services as defined in the attached Exhibit A "Work Authorization No. \_\_\_\_ Scope of Work". Included in the Scope of Work are the services to be provided, the Labor Estimate (if applicable) and the Work Schedule (if applicable).

**PART II. Maximum Compensation.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon fees set forth in the attached Exhibit B, "Payment Schedule".

**PART III.** Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Section 3 of the Agreement.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on \_\_\_\_\_, unless extended by an Amendment to this Work Authorization as provided in the Agreement.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**IN WITNESS WHEREOF**, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

*{Execution Page Follows}  
{Remainder Intentionally Left Blank}*

**FORT BEND COUNTY**

**VESTA REA & ASSOCIATES, L.L.C.**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

Reviewed by:

\_\_\_\_\_  
Paulette Shelton  
FBC Public Transit Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

**WORK AUTHORIZATION**  
**EXHIBIT A**  
**Contractor's Scope of Work**

TEMPLATE

**WORK AUTHORIZATION**  
**EXHIBIT B**  
**Payment Schedule**

TEMPLATE

# ATTACHMENT F

## **Subcontractors**

Boone Deleon Communications

Pamela Printing

# **ATTACHMENT G**



# Marketing Services for Public Transportation

Fort Bend County, Texas  
RFP 18-097

Submitted by:  
Vesta Rea & Associates, L.L.C.

# Marketing Services for Public Transportation

Fort Bend County, Texas

RFP 18-097

Response submitted by:

**Vesta Rea & Associates, LLC**

P.O. Box 73643

Houston, TX 77273

P: 281.376.4202

F: 281.376.1533

[www.vestarea.com](http://www.vestarea.com)

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## Executive Summary

Fort Bend County's Public Transportation Department (FBCPT) has spent the last 13 years providing Fort Bend County residents with safe and efficient public transportation services, while still maintaining quality and customer satisfaction. The challenge is knowing how much the company has grown over these past 13 years. Without up-to-date market research to determine how the area has shifted, previously drafted strategies become out-of-date and metrics, if established, become irrelevant.

As you're well aware, FBCPT needs to analyze the current market to determine consumer, media and market details. This research is the first step to progress the department forward. From there, strategies, tactics and metrics can be reformulated to more closely align with the target audience groups.

To achieve this progress, FBCPT would best be served by an updated marketing plan. This plan would:

- Indicate target audience groups
- Specify objectives, goals and strategies that would guide the department's operation in terms of brand consistency, community outreach and public relations
- Indicate the preferred media with the optimal reach to deliver messaging to the audience groups, as well as the messaging structure for each group. A media flowchart would be included to show annual advertising spots.
- Identify proposed promotions for the department throughout the year
- Detail any sub-marketing plans for special projects or events, such as construction, new facilities / grand openings, large-scale operational changes, and promotions/additional features to services
- Establish metrics for measuring post-campaign successes

With over 28 years of experience in the public relations / public outreach industry, strictly dealing in transportation, Vesta Rea & Associates, L.L.C. (VRA) is known nationwide for its expertise in:

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

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

VRA's subcontractor, Boone DeLeon Communications, has substantial experience in transportation advertising, media buying and branding for transportation organizations. The firm specializes in the:

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

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

If FBCPT is ready to discover its position in Fort Bend County and the surrounding markets and increase its ridership and brand awareness through goal-oriented strategies, we're ready to guide you down that path.

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

# Understanding Scope of Work and Requirements

## Phase I

### MARKET RESEARCH

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

**Product** – Improve product or service based on findings about what customers want and need, focusing on items such as function, appearance and customer service

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

**Placement** – Look at current location of services and new, planned locations. Compare the characteristics of different locations and the value of points of ticket sales (retail, online, direct).

**Promotion** – Figure out how to best reach particular market segments in areas of marketing and advertising, social media, and branding.

Market research will help VRA and FBCPT:

- Understand customers and their preferences
  - Profile customers (location, age, gender, income levels, etc.)
  - Create more effective marketing campaigns
  - Preferred locations
- Identify opportunities to grow and increase profits
  - Recognize changes in demand
  - Offer new products or services for the new demand
  - Find new markets within and outside Fort Bend County
- Recognize and plan for industry and economic shifts
  - Shift inventory, price and staff levels as needed
- Monitor the competition in market
  - Identify direct and indirect competitors
  - Learn how customers compare FBCPT with competitors
- Mitigate risk in business decisions
  - Use information, not just intuition, to drive business decisions

The market research data feeds into a number of areas of the marketing plan, contributing to sections on:

- Determining sales potential of products and services
  - Identifying the demographic characteristics of customers
  - Selecting the appropriate locations
  - Setting the price for products and services
- Attracting customers to FBCPT
  - Establishing a company image
  - Setting prices for products and services
  - Ensuring advertising is on target
- Selling to customers and earning repeat business

VRA's market analysis approach follows the outlined steps below:

**Step 1:** Define the problem (what we need to know and why) and establish clear goals for the market research. This will be done during a Phase I Market Analysis kickoff meeting with VRA's team and FBCPT. A market analysis can be customized to fit the needs of the client. In the kickoff meeting, VRA will review the types of questions that can be answered during an analysis, and the collective group will finalize what data is to be gathered.

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

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

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

- What are the current regional and local economic conditions that the business is operating in? Are these conditions changing?
- What trends are influencing the industry FBCPT operates in?
  - Customer preferences
  - Technological shifts
  - Prices for goods and services
- What are the demographic characteristics of customers or where do they live?
  - Populations, age groups, income levels, etc.

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

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

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

- Who are FBCPT's customers and how can they be reached?
  - Customer profiles

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

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

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

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

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

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

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

The timeline for market research varies depending on the questions and goals established during the kickoff meeting. VRA estimates the market research phase to span 8 – 12 weeks.

## Phase II

### MARKETING PLAN

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

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

- Specify objectives, goals and strategies for operating
- Guide messaging, media outlet choices, and ways in which the organization will communicate and interact with the three target audience groups identified by FBCPT, plus any additional groups that may be discovered during market research
- Identify and define specific outreach and engagement activities/outlets to be utilized
- Establish baseline criteria for post-campaign evaluation
- Identify available media in the market area to be utilized, based on market research and an evaluation of all available media. Should each target audience group require different outlets of communication and messaging, specifics will be indicated and outlined in the plan. A recommended media schedule flow chart will be developed by Boone DeLeon Communications for each fiscal year to indicate budget allocation and to which media outlet. Aside from general marketing, the schedule will also take into account yearly promotions, events, special projects, and messaging that will need promoting.
- Identify proposed promotions in relation to FBCPT, along with a promotional schedule that will also influence the media schedule flow chart
- Include sub-marketing plans for any immediate, known special projects. For future projects, VRA will develop sub-marketing plans on a case-by-case basis once timing is appropriate, developing graphics and any associated materials required. Examples include special projects such as construction, new facilities/grand openings, large-scale operational changes, promotions/additional features to services.
- Include graphic designs and associated marketing materials for the existing and proposed transportation services, including but not limited to: the new Rosenberg transit facility; new Westpark park and ride lot; the possibility of commuter services to Downtown Houston and the Harris County Energy Corridor from Westpark and Sugar Land; and the possible construction of a Park and Ride in Sugar Land.

## Evaluation

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

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

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

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

## BRAND REFINEMENT

In conjunction with the market analysis, a brand audit will be conducted to show how FBCPT's brand is currently performing in the eyes of its customers and compared to its stated goals. VRA will then look at the wider landscape to analyze how FBCPT's performance positions it in the market.

VRA's brand audit will include the following steps:

**Step 1:** Creation of an audit framework, where everything directly or indirectly related to FBCPT's business is considered. Items include chosen communication outlet's purpose and use; main competitors; target market and product niche; strengths and weaknesses; market positioning versus competitors; current and anticipated industry trends; FBCPT's differentiators, like pricing, quality of service, advantages, etc. We will also look at FBCPT's mission and strategic objectives, and consider the target customers, the marketing plan detailing how to reach them, and the business landscape layout.

**Step 2:** Web Analytic Analysis. With so much of FBCPT business and information being accessed online, it is crucial to scrutinize web analytics on a frequent basis. These analytics include the following:

- **Traffic Analysis** – Even though it's an obvious first step, it is still necessary to see if FBCPT's brand is gaining popularity. A main component of analyzing traffic is identifying whether or not traffic gains are coming from the geographical target markets.
- **Bounce Rate** – Bounce rate determines the percentage of people who visit FBCPT's site and leave immediately. A high bounce rate (greater than 50%) implies there is something wrong with the website making visitors leave.
- **Pageviews** – This will let VRA find out the number of times each page of FBCPT website is visited and which ones are viewed the most/least.
- **Conversion Rate** – Another crucial metric, it is the proportion of visitors that perform a desired activity on FBCPT's site. This could be ticket book purchases, specific page clicks, etc. Conversion rates need to be checked over time to measure whether they are increasing or decreasing.

**Step 3:** Review Brand Assets and Social Data. Internal and external brand assets are assessed.

- **Internal:** Examine FBCPT's positioning, voice, values, culture, unique selling point and the products
- **External:** Review logo, messaging, color scheme and other brand elements; website design; advertising; search engine optimization; social media; sponsorships; signage; etc.

Social data can help further flesh out the overview of FBCPT's brand, giving access to audience data unavailable through other channels. The demographic information available through social media allows us to better understand the audience. It can also lead to message repositioning if it's discovered the actual audience differs from the perceived audience. Social intelligence tools can be used to gain a deeper understanding of customers, examining their interests outside the brand to inform marketing. Location-based social data can complement web location data by determining who is linking to the FBCPT's website. Sentiment analysis allows us to gain an overview of the wider public opinion around the brand, or specific campaign/special project. A linguistic analysis using categorization of mentions can inform us of the associations with the brand. Combining this data with an audience analysis gives us opportunities to reposition or highlight strengths, and answer the needs of the market.

**Step 4:** Question FBCPT Customers. Checking analytics and social data is the first step to view the health of FBCPT's brand. It's also good to hear directly from the customer base to discover how they perceive and speak of the brand. There are multiple tools in which surveys can be administered, and the outlet chosen will depend on the target audience group being surveyed.

**Step 5:** Put Ourselves in Customer's Shoes. It is important to step out from behind the moving components and experience them as a customer would, from web use to physical travel. VRA will employ user-testing surveyors to experience performance, usability, accessibility and durability, and then provide feedback of their experience.

**Step 6:** Take Action and Monitor. In the end, a brand audit is useless if you don't devise an action plan for the issues highlighted. A detailed report will be made, and using the findings in the brand audit process, actionable targets will be set to address the issues. A graph will be formed listing all of the problems discovered, the action plan required to solve the problem, along with the expected result and a reasonable timeline.

After all of the action plans have been executed, the progress will be monitored by repeating the brand audit process. It's important to remember a brand audit is a continuous exercise and must be conducted regularly. VRA recommends a quarterly audit, but a timeframe will be decided upon by VRA and FBCPT.

The branding audit will allow VRA to:

- Establish the performance of FBCPT's brand
- Determine the positioning of FBCPT and plan corrective strategies
- Discover FBCPT's strengths and weaknesses
- Align current strategies or create new ones that more closely align with the expectations of FBCPT's target audiences and customer groups
- Understand FBCPT's place in the market compared to the competition
- Understand the perceptions (positive or negative) about FBCPT

Stemming from the results of the market research and brand audit, VRA will create a branding strategy specifying the application of the brand's identity in relation to its internal and external assets, including memo letterheads, business cards, facilities, vehicles/equipment, signage, etc. The strategy will discuss proper messaging; voice and tone; proper usage of logo and color schemes; as well as any internal training/coaching to ensure the projected image displayed by employees aligns with the brand. The strategy will also provide guidance on utilizing social media outlets and proper communication techniques.

To ensure brand consistency, VRA will create a Branding Guidelines for FBCPT. This comprehensive document will describe the organizations':

- identity, showing the logo, acceptable configurations and sizing;
- color palette;
- typography;
- voice and tone, indicating focus, tone and specifying messaging; and
- identity assets, providing an overview and layout of internal and external collateral (letterheads, business cards, envelopes, signage, equipment, etc.).

## COMMUNITY OUTREACH

VRA has become known for organizing successful outreach campaigns dealing with transportation. Once a market analysis is complete, identifying the target audience groups and their defining characteristics, VRA will develop a community relations strategy detailing the specifics for each group – how best to engage them, communication outlets to utilize, potential ambassadors/spokespeople, etc.

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

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

7. **Assume that Half of the People Who Intend to Participate Will Not.** As counterintuitive as this may seem, it's important to remain realistic when it comes to the human factor. Some people will have family emergencies; some will have to work late; and some never planned on contributing and just said they would in order to make you go away. Unless there are unusual circumstances, it is not unreasonable to assume that 40-50% of participants will not show up if you are recruiting the general public. VRA sets its outreach goals with these no-show rates in mind and take preemptive steps – like reminders – to reduce no-shows.
8. **Take Your Outreach to Social Media.** Social networks are the new virtual water coolers, post offices, and cafes where people socialize. The good thing is that you don't need to go to every office tower or rural post office to reach the estimated 538 million people on social networks in the U.S. alone. Facebook pages and communities that have an interest in our issues already exist. Social networks like Facebook also allow you to undertake highly segmented advertising campaigns because every user has a profile. Age, gender and geography can all be segmented. Affiliation with interests or pages can also be segmented. Ads can be created that directly reach FBCPT's audiences for a matter of cents. There are also ad options on Google and YouTube, both of which are cost effective.

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

## PUBLIC RELATIONS

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

At the completion of the market research phase, after examining all media available within the geographical focus areas and indicating the chosen outlets with optimum reach, a master database will be compiled to include all media outlets, contacts, and topics covered by the individual contacts. This database will be developed and maintained by VRA staff to ensure the firm has access to the interested persons within the media industry.

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

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

- Press releases
- Social media blasts

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

### Crisis Communications Response

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

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

## TICKET SALES AND DISTRIBUTION

VRA has chosen not to be responsible for the development and distribution of FBCPT's ticket books and the collection of ticket sales, as allowed by the RFP.

VRA's team does have the talent to design and develop any media required for tickets, passes and cards. VRA's subcontractor, Pamela Printing, is also capable of printing the ticket books.

## Firm and Staff Experience

### FIRM EXPERIENCE

Vesta Rea & Associates, L.L.C. was established in Houston, TX in 1990 as a technical public relations firm specializing in public outreach/public information/communications, supporting the development of major infrastructure and transportation projects as the marketing and communications arm. The firm is certified as a D/WBE woman-owned business with over 20 agencies in the U.S., and is known nationwide for its expertise in:

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

VRA is skilled in:

**Identifying Public Concerns** – Identifying the issues of public concern at the beginning of the development process can save the client time and money. VRA facilitates significant “brain-storming sessions involving the client’s management, staff, and the planning consultant(s) to identify issues that may later become major community obstacles as the project moves through the phased process.

**Impact Evaluation Studies** – VRA develops comprehensive reports that analyze the overall impacts to the surrounding area.

**Presentation Coaching** – VRA had led a multitude of coaching sessions with professional project managers and public officials, teaching them the skills of presenting technical information to the general public in a simplistic comprehensive manner.

**Public Engagement** – In today’s market, having the public well informed is not an option, it is a requirement. VRA is capable of preparing presentations, newsletters, video script/production, news releases, as well as coordinated updating with public officials.

**Public Opinion Surveys/ Focus Groups** – VRA has performed numerous public opinion surveys. We have the skills and the technical capabilities to identify the general public’s likes and dislikes through both surveys and stakeholder focus groups.

**Project Communication Liaison** – Throughout its 28 years in business, VRA has gained a clear understanding of transportation and the development of infrastructure projects. VRA acts as the communications coordination liaison reaching out to build consensus among the stakeholders.

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

### **Relevant Project Profiles:**

#### **Residential Noise Mitigation Program, Houston Airport System – IAH**

Houston, TX

08/2011-11/2016

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

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

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

#### **Regional Plan for Sustainable Development, Houston-Galveston Area Council**

Houston-Galveston, TX

11/2011 – 11/2013

Contact Person: Ellen Heath, Vice President – Planning & Development, AECOM  
(404) 965-9700  
Ellen.heath@aecom.com

VRA was one of three major firms involved in the public outreach and strategy development for the Houston-Galveston Area Council (H-GAC) Regional Plan for Sustainable Development. The team provided unique and innovative solutions for communities through an extensive public outreach program in the

13-county area. The effort was to provide meaningful public input and discourse. The plan emphasized the unique culture and spirit of the Houston-Galveston region.

VRA was responsible for synthesizing feedback from regional stakeholders to help shape the vision and goals of the plan process, which culminated in the final report. The report was a synthesis of information received through public meetings, community meetings, surveys and online engagement tools, which included metrics or indicators that enabled the region to measure and document progress toward identifying sustainability goals over time and scenarios. These scenarios illustrated alternative ways the region could develop over time.

VRA was specifically involved with:

- Project vision and goal setting
- Public Engagement Action Plan development
- Outreach locations across 13 counties
- Outreach to 760 residents of the region by phone
- Statistically validated and analyzed over 2,500 surveys
- Database development and maintenance of regional stakeholders
- 52 Public Meetings within 10 weeks
- Public Engagement Summary
- Media Strategy development

### Rebranding Campaign, North Houston Association

Houston, TX

03/2017 – 11/2017

Contact Person: Marlisa Briggs, Executive Director  
(281) 875-0660, ext. 13  
Marlisa.Briggs@north-houston.com



Old Logo

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



New Logo

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

- Conduct stakeholder surveys and one-on-one stakeholder interviews, along with a full market analysis to determine relevant identity characteristics and messaging, and new association goals

- Develop a custom branding campaign, including new logo, tagline, and messaging, designed to establish an NHA identity that was individual and recognizable
- Create consistency among communication tools, which included website, social media platforms, marketing collateral (luncheon pamphlets, brochures, other printed materials), and identity packets for staff (business cards, letterhead)
- Develop a new website that followed current branding guidelines, allowed for consistent and efficient updating and communicating with the audience, and operated an effective e-commerce system
- Website capability that allowed an interactive regional mobility plan map updated quarterly

## Brand Development, Conroe–North Houston Regional Airport

Conroe, TX

06/2013-09/2016

Contact Person: James Brown, Airport Director  
(936) 788-8311  
James.brown@mctx.org



Old Logo

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



New Logo

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

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

## Website Redevelopment and Design, Bayou Land Conservancy

Houston, TX

04/2018 – 10/2018

Contact Person: Jill Boullion, Executive Director  
(281) 576-1634  
jboullion@bayouland.org

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

VRA rewrote the copy on BLC's old website, improving content and flow, and proceeded to interpret the messaging and brand characteristics in a more visual way.

VRA prepared three (3) creative designs for the client's consideration. These represented BLC's new messaging that was incorporated with the organization's logo, color scheme, desired imagery/ photography, theme, etc. Upon review and selection of the preferred design, VRA moved forward with the final site's development.

### Testing and Delivery

Once the website was approved, VRA tested the website to ensure complete functionality of forms, links, apps, as well as resolving possible compatibility issues.

VRA delivered to BLC all physical creatives and all login information needed to manage and maintain the website. BLC will officially launch the website in October 2018 at [www.bayoulandconservancy.org](http://www.bayoulandconservancy.org).

## IAH Subway Passenger Destination Survey, Houston Airport System – IAH

Houston, TX

10/2017

Contact Person: Josh Francosky, Managing Consultant  
(404) 991-2656, x320  
jfrancosky@ricondo.com

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

## SUBCONTRACTORS

### Boone DeLeon Communications, Inc.

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

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

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

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

Boone DeLeon's Transit Experience includes:

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

Although VRA has been aware of Boone DeLeon Communications and its expertise in the communications industry, it has never worked with the firm on a project. VRA was placed as the communications coordinator on a team submitting for a San Antonio, TX communication project, and Boone DeLeon Communications was also a subcontractor on that team. The team did not get selected.

## Pamela Printing

Pamela Printing has been providing outstanding printing and graphic design services for more than 50 years, and service for the Fort Bend County area for 40+ years. As the preferred printer of the Sugar Land Skeeters, the company provides the following services:

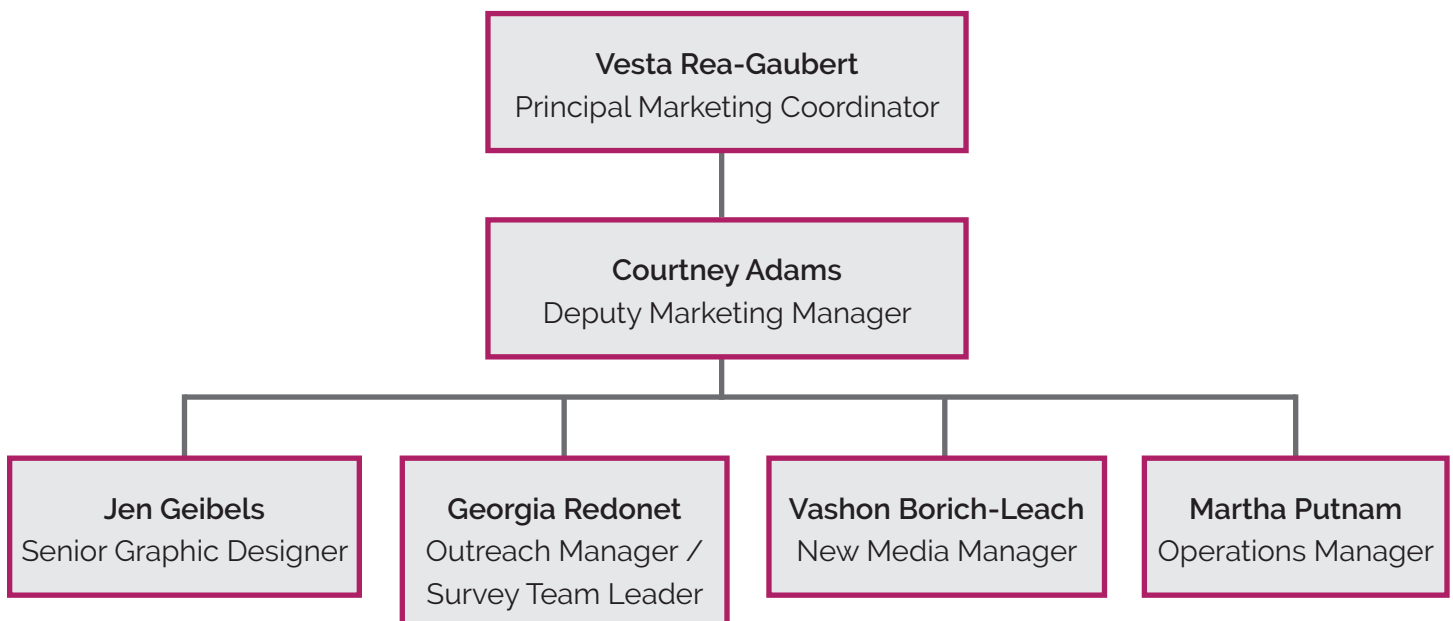
- Marketing materials
- Direct mail
- Newsletters
- Rack cards
- Graphic design
- File manipulation
- Ticket book printing
- Banners
- Graphic production for vehicles

Clients include:

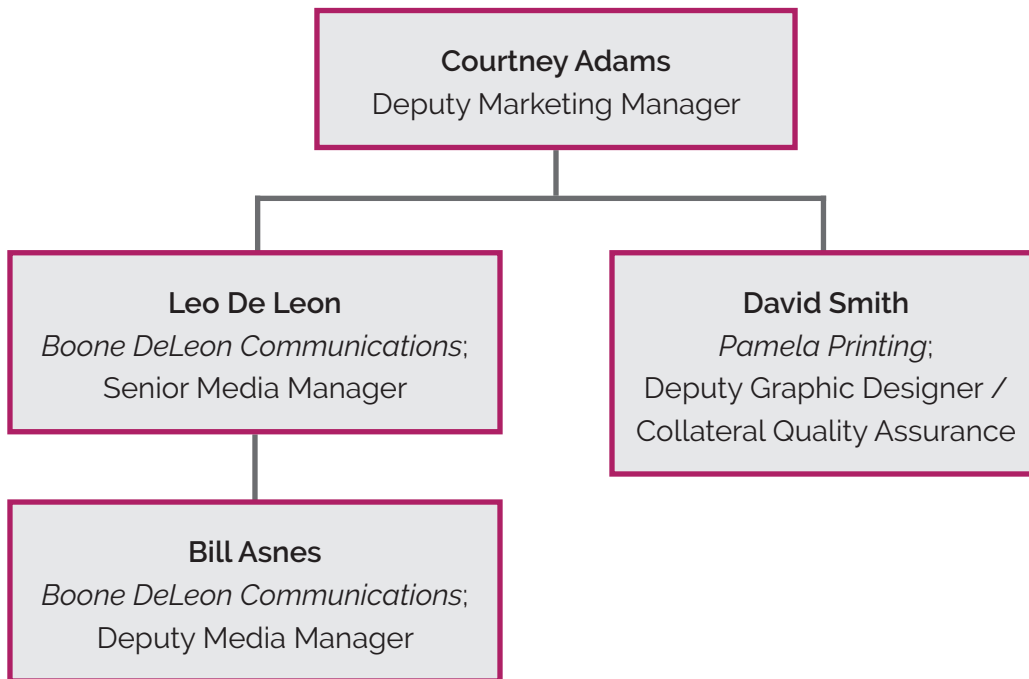
- Classic Chevrolet
- Fort Bend County Fair
- South West Water
- Fort Bend County
- FBISD
- City of Sugar Land, Missouri City, Rosenberg, Stafford, Richmond, Needville, and Meadows Place
- Republic Services

VRA does not have a previous working history with Pamela Printing.

## VRA ORGANIZATION CHART



## SUBCONTRACTOR ORGANIZATION



## RESUME

### Vesta Rea-Gaubert

Project Role: Principal Marketing Coordinator

Vesta ReaGaubert founded VRA in July 1990 and brings more than 30 years of communications and public outreach experience to a variety of transportation projects.

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

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

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

#### Education:

B.A., Journalism, Business

#### Years of Experience:

30+

#### Special Skills:

Technical writer/editor

Public involvement  
(development, analysis, implementation)

Business development

Transportation public relations

Internal/external communication plans

Media relations

Surveys

Government & community affairs

Published journalist

## Relevant Project History:

### **34th Street Improvement Program**

03/2010 – 12/2011

City of Lubbock, TX

Vesta's Role: Public Information Coordinator

VRA developed and implemented an extensive public involvement program that involved multiple focus groups and public outreach meetings on a highly controversial transportation project. The project involved improvements to 4.5 miles of 34th Street, a major historic urban road. There were approximately 600 businesses along the narrow two-lane, 4.5-mile road that was being expanded to six lanes. Many of the businesses' parking lots were encroaching upon the existing right-of-way. VRA's major responsibility was to bring consensus among these diverse factions that were losing their parking areas.

The 18-month public involvement plan that was implemented followed the TxDOT Public Involvement format and included the following elements:

- 12 public meetings (open houses and traditional)
- Location coordination
- Workshops/focus groups
- 300 one-on-one interviews
- Newsletters
- Publication notifications
- Large stakeholder database creation and maintenance
- Media liaison
- Final PI report

**Outcome:** The stakeholders requested no public hearing do to the fact they had been so well informed throughout the public outreach process. The community was in full consensus on how the project was going to be developed. It is the only outreach effort VRA has led where, at the end of the final meeting, the audience and elected officials stood and gave the team a standing ovation.

### **Residential Noise Mitigation Program, Houston Airport System – IAH**

08/2011-11/2016

Houston, TX

Vesta's Role: Public Outreach Coordinator

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

The overall program consisted of the following:

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

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

### **Brand Development, Conroe-North Houston Regional Airport**

06/2013-09/2016

Conroe, TX

Vesta's Role: Project Manager

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

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

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

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

## Rebranding Campaign, North Houston Association

03/2017-11/2017

Houston, TX

Vesta's Role: Project Manager

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

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

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

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

## Regional Plan for Sustainable Development, Houston-Galveston Area Council

Houston-Galveston, TX

11/2011 – 11/2013

Vesta's Role: Project Manager

VRA was one of three major firms involved in the public outreach and strategy development for the H-GAC Regional Plan for Sustainable Development. The team provided unique and innovative solutions for communities through an extensive public outreach program in the 13-county area. The effort was to provide meaningful public input and discourse. The plan emphasized the unique culture and spirit of the Houston-Galveston region.

VRA was responsible for synthesizing feedback from regional stakeholders to help shape the vision and goals of the plan process, which culminated in the final report. The report was a synthesis of information received through public meetings, community meetings, surveys and online engagement tools, which included metrics or indicators that enabled the region to measure and document progress toward identifying sustainability goals over time and scenarios. These scenarios illustrated alternative ways the region could develop over time.

VRA was specifically involved with:

- Project vision and goal setting
- Public Engagement Action Plan development
- Scheduled and hosted public outreach events
- Contacted regional residents by phone
- Validate and analyze survey results
- Database development and maintenance of regional stakeholders
- Public Engagement Summary
- Media Strategy development

**Outcome:** VRA's Public Engagement Action Plan was a success, scheduling and hosting 52 public meeting within 10 weeks in locations throughout all 13 Houston counties. VRA successfully reached out to 760 regional residents by phone, and statistically validated and analyzed over 2,500 surveys.

## RESUME

### Courtney Adams

Project Role: Deputy Marketing Manager

Courtney Adams joined VRA in 2015 and acts as VRA's project manager, handling all project details, working hand-in-hand with the principal to deliver every project to 100% completion. Courtney is a committed **communications professional** with five years of integrated marketing communications, branding and public relations experience.

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

Before coming to VRA, Courtney worked on integrated marketing communication (IMC) campaigns, where her skills included:

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

#### Education:

B.S., Public Relations

#### Years of Experience:

5

#### Special Skills:

Public relations

Marketing

Market analysis

Surveys

Graphic design

Strategy development

Technical writer/editor

Internal/external communication plan development

## Relevant Project Profiles:

### **Rebranding Campaign, North Houston Association**

03/2017 – 11/2017

Houston, TX

**Courtney's Role:** Deputy Project Manager

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

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

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

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

### **Brand Development, Conroe-North Houston Regional Airport**

06/2013-09/2016

Conroe, TX

**Courtney's Role:** Event Specialist; Deputy Project Manager

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

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

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

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

### **Residential Noise Mitigation Program, Houston Airport System – IAH**

08/2011-11/2016

Houston, TX

**Courtney's Role:** Communications Specialist

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

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

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

## Website Redevelopment and Design, Bayou Land Conservancy

04/2018 – 10/2018

Houston, TX

**Courtney's Role:** Project Manager; Senior Designer

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

VRA rewrote the copy on BLC's old website, improving content and flow, and proceeded to interpret the messaging and brand characteristics in a more visual way.

VRA prepared three (3) creative designs for the client's consideration. These represented BLC's new messaging that was incorporated with the organization's logo, color scheme, desired imagery/ photography, theme, etc. Upon review and selection of the preferred design, VRA moved forward with the final site's development.

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

BLC will officially launch the website in October 2018 at [www.bayoulandconservancy.org](http://www.bayoulandconservancy.org).

## IAH Subway Passenger Destination Survey

10/2017

Houston, TX

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

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

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

## RESUME

### Jen Giebels

Project Role: Senior Graphic Designer

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

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

### Relevant Project Profiles:

#### **Brand Development, Conroe-North Houston Regional Airport**

06/2013-09/2016

Conroe, TX

Jen's Role: Graphic Designer

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

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- Media liaison
- Hire and oversee catering
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- Photography

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

## Rebranding Campaign, North Houston Association

03/2017-11/2017

Houston, TX

Jen's Role: Graphic Designer

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

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

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

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

## 34th Street Improvement Program

03/2010 – 12/2011

City of Lubbock, TX

Jen's Role: Graphic Designer

VRA developed and implemented an extensive public involvement program that involved multiple focus groups and public outreach meetings on a highly controversial transportation project. The project involved improvements to 4.5 miles of 34th Street, a major historic urban road. There were approximately 600 businesses along the narrow two-lane, 4.5-mile road that was being expanded to six lanes. Many of the businesses' parking lots were encroaching upon the existing right-of-way. VRA's major responsibility was to bring consensus among these diverse factions that were losing their parking areas.

The 18-month public involvement plan that was implemented followed the TxDOT Public Involvement format and included the following elements:

- 12 public meetings (open houses and traditional)
- Location coordination
- Workshops/focus groups
- 300 one-on-one interviews
- Newsletters
- Publication notifications
- Large stakeholder database creation and maintenance
- Media liaison
- Final PI report

**Outcome:** The stakeholders requested no public hearing do to the fact they had been so well informed throughout the public outreach process. The community was in full consensus on how the project was going to be developed. It is the only outreach effort VRA has led where, at the end of the final meeting, the audience and elected officials stood and gave the team a standing ovation.

## RESUME

### Georgia Redonet

Project Role: Outreach Manager; Survey Team Leader

Georgia Redonet, a retired teacher, leads all of VRA's major customer satisfaction surveys and public outreach assignments. She joined VRA to undertake the 2010 and 2011 customer peak week surveys at IAH and William P. Hobby Airport (HOU). She has since ventured into the development of approaches to successfully develop attendance in public outreach events for transportation and planning projects.

In this outreach capacity, her network of associations, organizations, civic groups, school districts, colleges and churches within Houston's 13-county region is extensive. She's utilized this network to secure large gatherings for VRA's numerous public outreach endeavors. Her meticulous focus on detail and organizational skills provides her the opportunity to be one of the senior technical supports to VRA's principal and deputy project managers.

### Relevant Project Profiles:

#### **Regional Plan for Sustainable Development, Houston-Galveston Area Council**

11/2011 – 11/2013

Houston-Galveston, TX

Georgia's Role: Senior Technical Support

VRA was one of three major firms involved in the public outreach and strategy development for the H-GAC Regional Plan for Sustainable Development. The team provided unique and innovative solutions for communities through an extensive public outreach program in the 13-county area. The effort was to provide meaningful public input and discourse. The plan emphasized the unique culture and spirit of the Houston-Galveston region.

VRA was responsible for synthesizing feedback from regional stakeholders to help shape the vision and goals of the plan process, which culminated in the final report. The report was a synthesis of information received through public meetings, community meetings, surveys and online engagement tools, which included metrics or indicators that enabled the region to measure and document progress toward identifying sustainability goals over time and scenarios. These scenarios illustrated alternative ways the region could develop over time.

VRA was specifically involved with:

- Project vision and goal setting
- Public Engagement Action Plan development
- Scheduled and hosted public outreach events
- Contacted regional residents by phone
- Validate and analyze survey results
- Database development and maintenance of regional stakeholders
- Public Engagement Summary
- Media Strategy development

**Outcome:** VRA's Public Engagement Action Plan was a success, scheduling and hosting 52 public meeting within 10 weeks in locations throughout all 13 Houston counties. VRA successfully reached out to 760 regional residents by phone, and statistically validated and analyzed over 2,500 surveys.

### **IAH Peak Week**

07/2010-08/2010

Houston, TX

**Georgia's Role:** Manager, Field Surveyors

VRA's assignment was to perform 15 days of intercept surveys as the field service team at IAH during the peak season of summer travel at the five domestic and international terminals. The project involved VRA performing the following functions:

- Recruiting "Hold Room" surveyors
- Secure "security badges" for all surveyors
- Training the surveyors
- Development of the surveying schedule (3 a.m. through 11 p.m. each day)
- Translate the surveys in both English and Spanish
- Print surveys and provide other support materials
- Coordinate with vendors to provide identification vests

The surveyors were bilingual, with the languages including Spanish, French, German and Japanese. The survey instrument was in both Spanish and English. Several of the surveyors were teachers with a high level of linguistic skills.

**Outcome:** The results of the 15 day effort were:

Interviewed: 214 Airline Hold Rooms

Foreign Departures: 147

Domestic: 67

Number of Boarded Passengers: 23,873 estimate

Number of surveys distributed: 7,812

Total people surveyed: 14,200 (completed)

Percent surveyed: 60.26%

Total Number of Surveyors: 12

### **HOU Peak Week Survey**

08/2011

Houston, TX

**Georgia's Role:** Manager, Field Surveyors

VRA, for the second year in a row, was selected to do the terminal passenger Peak Week Survey for HAS. The survey was performed during the peak travel month of the year at HOU. The designated week was July 31 through August 7, 2011.

The project involved VRA performing the following functions:

- Recruiting "Hold Room" surveyors
- Securing "security badges" for all surveyors
- Training the surveyors
- Developing the surveying schedule
- Translating the surveys in to Spanish
- Printing surveys and providing other support materials
- Passenger surveying

**Outcome:**

Interviewed:	122 Airline Hold Rooms
Number of Boarded Passengers:	11,675 estimate
Number of completed surveys:	7,942
Percent surveyed:	68%
Total Number of Surveyors:	8
Surveyor hours:	4 a.m. to 11:30 p.m.

**U.S. Customs FIS Observation Survey Study**

11/2015

Houston, TX

Georgia's Role: Manager, Field Surveyors

VRA's team of seven spent five days monitoring the movement of hundreds of international arrival passengers through the U.S. Customs Federal Inspection Services Immigration facility at IAH. The objective was to record the time passengers entered the immigrations hall, the clearing period, baggage pick up and the traveler departure into the guest reception area. Two additional team members monitored the first bag in and the last bag unloaded from the transporting tugs coming from the aircraft.

**Outcome:** VRA exceeded its quotas established by IAH management and came in under budget. The final total for all observations over that five day period:

Morning Shift:	32 (5 – 7:30 a.m.; 3 days, early morning peak period)
Evening Shift:	201 (1 – 7:15p.m.; 5 days during the peak period)
Baggage:	205 (3 2/3 days)

U.S. Citizens Observations: 131

Foreign Observations: 102

During this period, there were 13 airlines arriving from around the world with a total of more than 100 flights carrying approximately 9,000 passengers during the peak periods of the day.

## RESUME

### Vashon Borich-Leach

Project Role: New Media Manager

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

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

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

### Relevant Project Profiles:

#### **Residential Noise Mitigation Program, Houston Airport System – IAH**

08/2011-11/2016

Houston, TX

Vashon's Role: Website Development

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

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

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

### **Rebranding Campaign, North Houston Association**

03/2017-11/2017

Houston, TX

**Vashon's Role:** Website Development

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

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

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

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

### **34th Street Improvement Program**

03/2010 – 12/2011

City of Lubbock, TX

**Vashon's Role:** Public Outreach Development

VRA developed and implemented an extensive public involvement program that involved multiple focus groups and public outreach meetings on a highly controversial transportation project. The project involved

improvements to 4.5 miles of 34th Street, a major historic urban road. There were approximately 600 businesses along the narrow two-lane, 4.5-mile road that was being expanded to six lanes. Many of the businesses' parking lots were encroaching upon the existing right-of-way. VRA's major responsibility was to bring consensus among these diverse factions that were losing their parking areas.

The 18-month public involvement plan that was implemented followed the TxDOT Public Involvement format and included the following elements:

- 12 public meetings (open houses and traditional)
- Location coordination
- Workshops/focus groups
- 300 one-on-one interviews
- Newsletters
- Publication notifications
- Large stakeholder database creation and maintenance
- Media liaison
- Final PI report

**Outcome:** The stakeholders requested no public hearing do to the fact they had been so well informed throughout the public outreach process. The community was in full consensus on how the project was going to be developed. It is the only outreach effort VRA has led where, at the end of the final meeting, the audience and elected officials stood and gave the team a standing ovation.

## RESUME

### Martha Putnam

Project Role: Operations Manager

Martha Putnam joined VRA in 2005 and oversees the firm's day-to-day operations. She works closely with VRA's clients on data collection; monitoring project cost, status and timelines; administrative support and DBE monitoring. Martha coordinates all of the internal activity within the firm, from assignment of staff to contract administration. She handles database coordination, development and maintenance on projects – databases have included, but are not limited to, comprehensive stakeholders and media contacts by county/topic of interest.

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

### Relevant Project Profiles:

#### **Brand Development, Conroe-North Houston Regional Airport**

06/2013-09/2016

Conroe, TX

Martha's Role: Event Support

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

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

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

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

### **Residential Noise Mitigation Program, Houston Airport System – IAH**

08/2011-11/2016

Houston, TX

**Martha's Role:** Database Management

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

- Program Materials
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- Program Forms
- Pre-Construction Questionnaire
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- Public Information
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## RESUME

### Leo De León, Jr., CBC

Project Role: Senior Media Manager

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

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

### Relevant Project Profiles:

#### **METRO STAR**

Completed: 2018

Houston, TX

Leo's Role: Account Manager

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

## METRO STAR Vanpool Digital Media Plan

Completed: 2018

Houston, TX

**Leo's Role:** Account Manager

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

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

- Connection with internal subject matter experts and managers to learn about and gather information on proposed company initiatives, upcoming events and holidays, and discover opportunities to leverage content to promote STAR Vanpool on social media and internet sites
- Worked to understand STAR Vanpool's brand strategy and business objectives, which required the team to learn quickly and articulate a variety of subject areas
- Built knowledge base of STAR Vanpool's impact on Houston commute
- Consulted on the planning of social media tactics for strategic communication plans
- Created excellent, reader-centric, audience-targeted content for corporate social media channels, including Facebook, Twitter, Instagram, YouTube and LinkedIn
- Coordinated content creation with STAR Vanpool's agency partners
- Managed and oversaw the scheduling of social media posts through the social media content calendar
- Moderated and responded to comments, private messages or any other inbound messages on social media platforms or content management systems
- Proactively researched new platforms or trends to identify and report on future opportunities
- Monitored relevant conversations carrying out a variety of posts to gain customer insights
- Analyzed trending topics to proactively identify opportunities and emerging issues

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

## Houston-Galveston Area Council Commute Solutions

Completed: 2013

The surrounding 13 County Area

**Leo's Role:** Account Manager

The Commute Solutions program provides commuters and businesses solutions for an improved commute. Boone DeLeon negotiated with Clear Channel Communications' network (radio, outdoor and interactive) to introduce "Carpool Connector".

- Created radio spots and Public Service Announcements
- Negotiated General Market media schedule and "value added" element across all eight radio stations

- Coordinated the interactive development of the website
- Supervised the radio station event promotions (32 remotes / events)

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

## TREK

Completed: 2005

Fort Bend County, The Galleria and Greenway Plaza areas

Leo's Role: Account Manager

Audience Markets: General Market & Asian

Target Markets: Fort Bend County, The Galleria and Greenway Plaza areas

TREK operated two commuter bus routes originating in Fort Bend County that served the Greenway Plaza and Galleria areas. Boone DeLeon launched both services that grew to become significant transportation alternatives to a daily single occupancy commute. TREK's marketing plans have included:

- Building Lobby Posters
- Transportation Fairs at Central Employment Centers (office complexes)
- Production of Bus Schedules including Route Maps
- Newspaper Campaign
- Television Campaign
- Promotional Activities

## RESUME

### Bill Asnes

Project Role: Deputy Media Manager

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

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

### Relevant Project Profiles:

#### **METRO STAR**

Completed: 2018

Houston, TX

Bill's Role: Deputy Account Manager

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

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Completed: 2018

Houston, TX

Bill's Role: Media Manager

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- Building Lobby Posters
- Transportation Fairs at Central Employment Centers (office complexes)
- Production of Bus Schedules including Route Maps
- Newspaper Campaign
- Television Campaign
- Promotional Activities

## RESUME

### David Smith

Project Role: Deputy Graphic Designer; Collateral Quality Assurance

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

### Relevant Project Profiles:

#### **Fort Bend County Passenger Guide**

Completed: 2012

Fort Bend County, TX

David's Role: Account Manager

Pamela Printing was hired by Fort Bend County to develop and print 2,500 copies of the Fort Bend County Passenger Guide, a 44-page booklet, in both English and Spanish.

#### **Tabak Insurance**

Monthly, every year

Sugar Land, TX

David's Role: Account Manager

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

#### **HOA Newsletters**

Current: Monthly basis

Multiple

David's Role: Account Manager

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

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

## Company Profile

### VESTA REA & ASSOCIATES, L.L.C.

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

Physical Address: 5700 Cypresswood Dr.  
Spring, TX 77379

Contact Person: Vesta Rea-Gaubert, President

Telephone: (281) 376-4202



#### Synopsis:

Founded: 1990  
Organization Type: Limited Liability Company  
# of Employees: 6

VRA was founded in 1990 by Vesta Rea-Gaubert as a technical public relations agency. It is known nationwide as a marketing and political force within the transportation industry. VRA is certified as a D/WBE woman-owned small business with over 20 public agencies in the U.S., and is a full-service public relations/public outreach/political consulting firm. It is nationally recognized for its successes in supporting public and private clients providing "added value" on assignments in the following areas:

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

## Subcontractors

### BOONE DELEON COMMUNICATIONS, INC.

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

Contact Person: Leo De Leon, President

Phone Number: (713) 952-9600



#### Synopsis:

Founded: 1947

Organization Type: Corporation

# of Employees: 5

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

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

### PAMELA PRINTING

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

Contact person: David Smith, Manager

Phone Number: (281) 240-1313



#### Synopsis:

Founded: 1973

Organization Type: Corporation

# of Employees: 16

Pamela Printing has been providing outstanding printing and graphic design services for more than 50 years, and services to the Fort Bend County area for 40+ years. As the preferred printer of the Sugar Land Skeeters, the company provides the following services:

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

## Financial Condition Description

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

Currently, there is \$100,000 unsecured business line of credit, of which 80 percent is available. The outstanding debt total is approximately \$25,000.

The signed Financial Condition Statement can be found in [Appendix A](#).

VRA's financial statements for the past three fiscal years can be found in [Appendix A](#). The financial statements provided have not been certified or audited; however, if VRA is shortlisted for this project, it will provide certified audited financial statements for the past three fiscal years.

## Cost

VRA has estimated an annual operational budget of \$150,000 (est.), minus expenses, for marketing services for Fort Bend County Public Transportation. It is estimated the marketing services, detailed in earlier sections, will include, but not be limited to, the following tactics and associated items with estimated cost provided.

Associated Project Costs		
AGENCY	FEES	COMMENTS
Vesta Rea & Associates, L.L.C.	\$12,000 annually	
Boone DeLeon Communications	\$1,200 / campaign	Boone DeLeon will keep the 15% media commission.
GENERAL SERVICES	HOURLY RATE	COMMENTS
Graphic Design	\$85 / hour	
Printing	—	Preliminary printing prices will be provided should VRA be selected, as stated in the RFP.
Surveyors	\$35 / hour / surveyor	
Copy Writing	\$100 / hour	
Copy Editing	\$75 / hour	
Social Media Content Development	\$55 / hour	
Promotional Item Development	\$85 / hour	Includes copy writing, editing and layout design.

ITEM	ITEM FIXED COST	COMMENTS
<b>Phase I: Market Research</b>		
Market Research & Analysis	\$15,000	The market research process is estimated to take 8-12 weeks to complete.
Online Survey Software	\$2,000 annually	
Data Analysis Software	\$1,800 annually	
<b>Phase II: Marketing Plan</b>		
Plan and Strategy Development	\$12,000	Includes creation of the report
Sub-Marketing Strategy Development	\$2,000 / strategy	
TV Advertising Spot: creation, edit and production	\$10,000 / new advertisement	
Radio Advertising Spot: creation, edit and production	\$2,500 / new advertisement	
Cable TV Media Buys	60% of allocated campaign funds	Based on information provided by FBCPT in regards to previous media spend, this is estimated at \$21,000 / year.
Radio Station Media Buys	10% of allocated campaign funds	<p>There is no local Fort Bend County radio station – the entire market would have to be purchased; therefore, VRA does not recommend this outlet.</p> <p>If it becomes a requested outlet by FBCPT, it is estimated to cost \$3,500 / year.</p>
Digital Media Buys	20% of allocated campaign funds	Based on information provided by FBCPT in regards to previous media spend, this is estimated at \$7,000 / year.

Newspaper Media Buys	10% of allocated campaign funds	Based on information provided by FBCPT in regards to previous media spend, this is estimated at \$3,500 / year.
Photography	—	Preliminary prices will be provided should VRA be selected, as stated in the RFP.
Videography	—	Preliminary prices will be provided should VRA be selected, as stated in the RFP.
Survey Creation	\$6,500	
<b>Brand Refinement</b>		
Brand Audit	\$6,000	
Brand Asset Revisions + Recommendation Samples	\$13,000	Includes design of three (3) new logo samples; FBCPT review of samples and two (2) rounds of edits
Branding Guideline Report	\$1,500	
Website Content Development	\$2,500	
<b>Community Outreach</b>		
Collateral Outreach Materials	\$4,500 / event	Price reflects materials only; includes writing, layout and design of materials
Event Coordination	\$22,000	This reflects the coordination of an entire public outreach event, from inception to labor thru advertising, printing, rental facilities, refreshments, and final report.
Event Attendance	\$2,000 / event	Based on the assumption of three (3) VRA staff to attend. This is for VRA to attend a public outreach event and assist during. Does not include VRA coordinating the details.
Presentation Creation	\$2,000 / presentation	
Survey Creation	\$6,500	

<b>Public Relations</b>		
Press Release Development	\$600 / press release	
Email Marketing Software	\$2,500 annually	
Website Content Development	\$2,500	
Speaking Engagement Research + Coordination + Speech Writing	\$8,000 / speaking engagement	
Press Conference Coordination	\$8,000 / conference	

## Overall Completeness of Proposal

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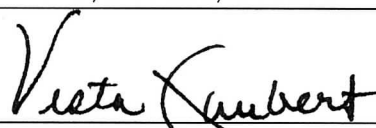


**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Vesta Rea & Associates, L.L.C.	
Business Name (if different from legal name)	N/A	
Federal ID # or S.S. #	76-0556369	DUNS # 801010190
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address	P.O. Box 73643	
City/State/Zip	Houston, Texas 77273	
Physical Address	5700 Cypresswood Drive	
City/State/Zip	Spring, TX 77379	
Phone/Fax Number	Phone: 281-376-4202      Fax: 281-376-1533	
Contact Person	Vesta Rea-Gaubert	
E-mail	vesta@vestarea.com	
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/> <b>Certification #</b> 18-5-3174 SBE-Small Business Enterprise <input checked="" type="checkbox"/> <b>Certification #</b> 02029838 HUB -Texas Historically Underutilized Business <input checked="" type="checkbox"/> <b>Certification #</b> 17605563695 WBE-Women's Business Enterprise <input checked="" type="checkbox"/> <b>Certification #</b> 18-5-3174	
Company's gross annual receipts	<\$500,000 <input checked="" type="checkbox"/>	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)	541613, 541820, 541910	
Signature of Authorized Representative		
Printed Name	Vesta Rea-Gaubert	
Title	President	
Date	10 / 5 / 2018	

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Vesta Rea Gaubert</b>	
	2 Business name/disregarded entity name, if different from above <b>Vesta Rea &amp; Associates, LLC</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>5700 Cypresswood Dr.</b>	Requester's name and address (optional) <b>Fort Bend County</b>
	6 City, state, and ZIP code <b>Spring, TX 77379</b>	<b>301 Jackson, Suite 201 Richmond, TX 77469</b>
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																															
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table> <p style="text-align: center;"><b>or</b></p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px; text-align: center;">7</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">-</td><td style="width: 20px; height: 20px; text-align: center;">0</td><td style="width: 20px; height: 20px; text-align: center;">5</td><td style="width: 20px; height: 20px; text-align: center;">5</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">3</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">9</td></tr> </table>	Social security number																		-			-						Employer identification number									7	6	-	0	5	5	6	3	6	9
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Vesta Gaubert</i> Date ▶ <i>10/5/2018</i>

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: 18-097

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

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

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

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

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

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

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

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>N/A</u>	<u>N/A</u>

\* *This is the property account identification number assigned by the Fort Bend County Appraisal District.*  
 \*\* *For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?  
 Yes  No  If yes, attach a separate page explaining the debt.

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

**CERTIFICATION 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: Vesta Gaubert

Printed Name: Vesta Rea-Gaubert

Title: President Date: 10 / 5 / 2018

Firm Name: Vesta Rea & Associates, L.L.C.

Business Address: 5700 Cypresswood Dr., Spring, TX 77379

Telephone: Office: 281-376-4202 Fax: 281-376-1533

Firm Owner: Vesta Rea-Gaubert Firm CEO: Vesta Rea-Gaubert

Taxpayer Identification Number: 76-0556369

Number of years in contracting business under present name: 28

Type of work performed by your company: Marketing; Public Relations

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

No.

Have you ever defaulted on a Contract? No.

Taxpayer ID#: 76-0556369 Date Organized: 1990

Date Incorporated: 1997

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

If you answered yes to the DBE question, explain type. woman-owned small business

***ADDENDA ACKNOWLEDGMENT***

Receipt of the following addenda is acknowledged (list addenda number):

Addendum No. 1

DUNS # 801010190 **(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>)

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

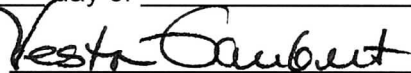
I, Vesta Rea-Gaubert, President, hereby certify on behalf of  
(Name) (Title)  
the Vesta Rea & Associates, L.L.C., that:  
(Company Name)

- (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 5 day of October, 2018.

Signed:



Printed Name:

Vesta Rea-Gaubert

Company Name:

Vesta Rea & Associates, L.L.C.

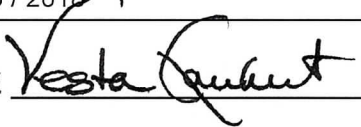
**CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND  
SUSPENSION (NONPROCUREMENT)**

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

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

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

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

DATE 10 / 5 / 2018  
SIGNATURE   
COMPANY Vesta Rea & Associates, L.L.C.  
NAME Vesta Rea-Gaubert  
TITLE President



Attachment D

## **Disclosure of Lobbying Activities**

Attachment D is not applicable for Vesta Rea & Associates, L.L.C.

Respectfully submitted:

Vesta Rea-Gaubert

October 5, 2018

**Fort Bend County Public Transportation  
DISCLOSURE OF INTERESTS CERTIFICATION**

FIRM NAME: Vesta Rea & Associates, L.L.C.

STREET: 5700 Cypresswood Dr. CITY: Spring ZIP: 77379

FIRM is: 1. Corporation \_\_\_\_\_ 2. Partnership \_\_\_\_\_ 3. Sole Owner \_\_\_\_\_  
4. Association \_\_\_\_\_ 5. Other Limited Liability Company

**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 Regional Transportation Authority having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
N/A	N/A

2. State the names of each "official" of the Regional Transportation Authority having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	TITLE
_____	_____
N/A	N/A

3. State the names of each "board member" of the Regional Transportation Authority having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
N/A	N/A

4. State the names of each employee or officer of a "consultant" for the Regional Transportation Authority 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 N/A

---

**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 the Regional Transportation Authority, Texas as changes occur.

**Certifying Person:** Vesta Rea-Gaubert

**Title:** President

(Type or Print)

Signature of Certifying Person: 

Date: 10 / 5 / 2018



Attachment F

FORT BEND COUNTY PUBLIC TRANSPORTATION

SUBCONTRACTOR PARTICIPATION

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information listed here.

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

Project Name: Marketing Services for Fort Bend County Public Transportation

IFB/RFP/SOQ Number: 18-097

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1) Name of Subcontractor	2) Address, Telephone Number (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "Supply" or "Install" or both.	4) DBE or non-DBE	5) % or \$ amount of Total Contract
Pamela Printing	550 Julie Rivers Dr, Ste. 310, Sugar Land, TX 77478	Graphic design services; printing services	non-DBE	15%
Pamela Printing, con't	281-240-1313; Contact: David Smith			
Boone DeLeon Communications	201 Vanderpool Lane #48, Houston, TX 77024	Media buying and placement	DBE	20%
Boone DeLeon Communications con't	713-952-9600; Contact: Leo De Leon			

This schedule must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Fort Bend County Public Transportation. 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.

*Vesta Lambert*

Signature of Authorized Representative of Offeror

10 / 5 / 2018

Date Signed



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

Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26, DBE firms participating in Fort Bend County's DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this IFB/RFP/SOQ.

1. TO: (name of Offeror/Prime Contractor) Vesta Rea & Associates, L.L.C.
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. due and asserts that said qualification is met with the ethnic code H.

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

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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):  
Media buying and placement

and at the following price \$ \_\_\_\_\_ and/or 20 % of the total contract amount (should be the same \$ or % found on Subcontractor Participation Form).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that 15 % 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 also be listed on the Subcontractor Participation Form and must be DBE certified.

Boone DeLeon Communications  
 (Name of DBE Firm)

*Leo DeLeon*  
 (Signature of Authorized Representative)

713-952-9600  
 (Phone Number)

10/5/2018  
 (Date Signed)

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

*Vesta Lambert*  
 (Signature of Authorized Representative)

281-376-4202  
 (Phone Number)

10/5/2018  
 (Date Signed)



## Consolidated Certification Form

### I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2017 Certifications and Assurances, and shall download the same at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2017-certifications-and>

#### A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

#### B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

#### E. Energy Conservation (ALL)

The vendor 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.

#### F. No Obligation by the Federal Government (ALL)

The Purchaser and vendor 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 the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

#### G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor 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. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

#### H. Contract Work Hours (all over 100K)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

#### I. Civil Rights (over 10K)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor 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, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor 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 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age, and comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to 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, and to comply with any implementing requirements FTA may issue.

**J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)**

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 4220.1F 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

**K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)**

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

**L. Right of the State Government to Terminate (ALL)**

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

**M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)**

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.
- b. Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.
- c. Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
- d. FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.
- e. Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.
- f. Agency Process.**  
Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40116 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients 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 personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

The 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 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**Q. Debarment and Suspension (over 25K)**

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**R. Clean Water & Air (over 150K)**

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor 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 the FTA and the EPA.

**S. Non-Lobbying (over 150K)**

The undersigned certifies to the best of his or her knowledge and belief that:


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 any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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.

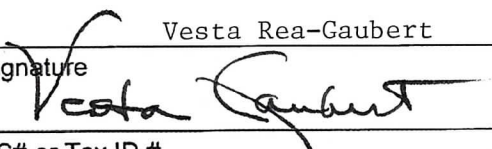
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the 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.

**T. Lobbying and Disclosure Certification**

Name of Company Vesta Rea & Associates, LLC	Printed Name of Person Completing Form Vesta Rea-Gaubert
Date 10 / 5 / 2018	Signature 

**U. CERTIFICATION TO PURCHASER:**

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

Name of Company Vesta Rea & Associates, LLC	Address 5700 Cypresswood Dr., Spring, TX 77379
	Printed Name of Person Completing Form Vesta Rea-Gaubert
Telephone 281-376-4202	Signature 
Date 10 / 5 / 2018	SS# or Tax ID # 76-0556369
Description of Commodity or Service Marketing; Public Relations	
Disadvantaged Business Enterprise Information	Type of Organization (circle)
	<input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input checked="" type="checkbox"/> (yes) <input type="checkbox"/> (no)	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
If yes, what type? WBE, SBE, HUB	<input type="checkbox"/> Limited Proprietorship

**V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)**

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: N/A

**W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):**

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

**49 CFR 26.13 -- What assurances must recipients and contractors make?**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

**49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?**

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review 49 CFR 26.29 and the FTA Best Practice Procurement Manual.

X. Altoona Test Certification (for rolling stock purchases) (Check one of the following): N/A

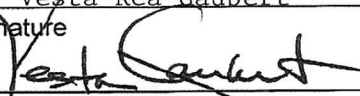
- The vehicle has been Altoona tested, report number: \_\_\_\_\_
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. **Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.


FMVSS Certification

Name of Company Vesta Rea & Associates, LLC	Printed Name of Person Completing Form Vesta Rea-Gaubert
Date 10 / 5 / 2018	Signature 

Z. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

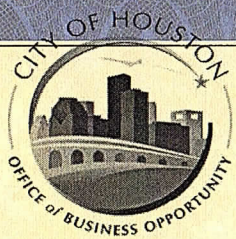
Buy America Certification

Name of Company Vesta Rea & Associates, LLC	Printed Name of Person Completing Form Vesta Rea-Gaubert
Date 10 / 5 / 2018	Signature 

II. **SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:**

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development

# APPENDIX B



Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**Vesta Rea & Associates, L.L.C.**

is duly certified as a

**Disadvantaged Business Enterprise (DBE)**

**Certified Categories:**

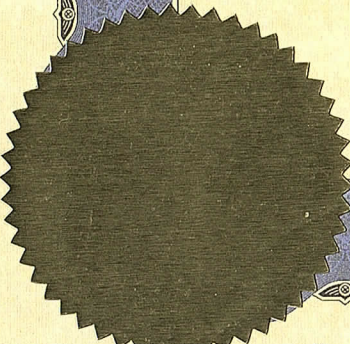


- NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
- NAICS 541611: ADMINISTRATIVE MANAGEMENT CONSULTING SERVICES
- NAICS 541613: MARKETING CONSULTING SERVICES
- NAICS 541820: PUBLIC RELATIONS AGENCIES
- NAICS 541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING
- NAICS 611430: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

*Carlecia D. Wright*

Director of Office of Business Opportunity

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Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**Boone De Leon Communications, Inc.**

is duly certified as a

**Disadvantaged Business Enterprise (DBE)**

**Certified Categories:**



NAICS 541810: ADVERTISING AGENCIES

*Carlecia D. Wright*

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

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# Marketing Services for Public Transportation

Fort Bend County, Texas  
RFP 18-097

Vesta Rea & Associates, L.L.C.  
P.O. Box 73643  
Houston, TX 77273  
P: (281) 376-4202  
F: (281) 376-1533  
[www.vestarea.com](http://www.vestarea.com)

# ATTACHMENT H



## Fort Bend County Travel Policy Summary Effective August 1, 2015 *Summary Revised 09.21.15*

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

**Hotels** – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website [http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts)

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes <http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

**Airfare**- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

**Rental Cars**- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

**Meals Per Diem** –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

**Mileage Reimbursements** – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

**Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates**

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

**Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates**

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

**GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.**

		OCT 15	NOV 15	DEC 15	JAN 16	FEB 16	MAR 16	APR 16	MAY 16	JUN 16	JUL 16	AUG 16	SEP 16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Bio Springs	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Corpus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119

		OCT 15	NOV 15	DEC 15	JAN 16	FEB 16	MAR 16	APR 16	MAY 16	JUN 16	JUL 16	AUG 16	SEP 16
Plano	Collin	114	114	114	114	114	114	114	114	114	114	114	114
Round Rock	Williamson	96	96	96	96	96	96	96	96	96	96	96	96
San Anaelo	Tom Green	136	136	136	136	136	136	136	136	136	136	136	136
San Antonio	Bexar	120	120	120	120	120	120	120	120	120	120	120	120
South Padre Island	Cameron	89	89	89	89	89	89	89	89	117	117	117	89
Waco	McLennan	93	93	93	93	93	93	93	93	93	93	93	93

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Vesta Rea & Associates, L.L.C.  
 Spring, TX United States

**Certificate Number:**  
 2019-469302

**Date Filed:**  
 03/28/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County, Texas

**Date Acknowledged:**  
 04/09/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 RFP 18-097  
 Marketing Services

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)