

Fort Bend County Tabulation
Bid 19-070
Term Contract for Pre-Award, Post-Delivery, and Bus Inspection Services

Term: 2 July 2019 through June 30, 2024

Recommended: TRC Engineering Services, LLC
Funding: Public Transportation Grants

Service	HENECO Engineering & Consulting, LLC Houston, TX	TRC Engineering Services, LLC Orlando, FL
	Form 1295	Yes
Pre-Award Buy America Audits, per hour	\$ 89.00	\$ 55.00
Inspection Services, per hour	\$ 89.00	\$ 74.63
Post-Delivery Buy America Audit Services, per hour	\$ 89.00	\$ 55.00

**RFP B19-070 TERM CONTRACT
PRE-AWARD, POST-DELIVERY
AND BUS INSPECTION SERVICES**



**Due Date:
June 11, 2019
@ 2:00 PM**



TRC ENGINEERING SERVICES LLC
2200 Winter Springs Blvd.
Suite 106-344
Oviedo, Florida 32765
P: (407) 977-4500
F: (407) 977-7333
tranrc@earthlink.net
www.trcengineering.net

PRESENTED TO:

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



June 10, 2019

Mr. Travis Annex
Fort Bend County
301 Jackson, Suite 201
Richmond, TX 77469

Re: Term Contract, Pre-Award. Post-Delivery and Bus Inspection Services

Dear Mr. Annex:

TRC Engineering Services, LLC (formerly branded as Transit Resource Center) is pleased to respond to Fort Bend County's request for a quote for the inspection of ADA Mini-Van, Type 7 vehicles and Light-duty Cutaway buses, to be manufactured at EIDorado National located in Salina, KS. Also, Medium-duty Freightliner Cutaway buses, Type 11 to be manufactured at Champion Bus located in Imlay City, MI, which at this time no production schedule has been determined at either manufacturer location.

TRC is a nationwide consulting organization specializing in transit industry vehicle engineering and maintenance consulting services. We are now in our 28th year of business and have become a leading company in the U.S. that provides transit vehicle engineering support services, including in-plant quality assurance inspections. In addition, our nationally known staff is recognized for its expertise in transit vehicle technology, manufacturing systems, and transit vehicle maintenance.

TRC routinely performs Pre-Award and Post-Delivery Buy America audits in compliance with Federal Transit Administration (FTA) regulations governing audits of transit rolling stock purchases as detailed in 49 CFR Part 663. TRC will use our experience in this field to conduct satisfactory Buy America Audits for Fort Bend County.

TRC's superb management team, skilled inspectors, and an excellent reporting system are organized to provide Fort Bend with the highest quality bus inspection services. Our leadership in this area has been recognized by the National Academy of Sciences, Transit Cooperative Research Program as well as by our selection as consultants to leading North American transit systems.

Mr. Travis Annex
June 10, 2019
Page Two

We look forward to the prospect of working with Fort Bend County. Should you have any questions regarding this proposal, please contact me by phone at (407) 977-4500.

Respectfully submitted,

TRC ENGINEERING SERVICES, LLC



Edward W. Pigman
President

EWP/is

Table of Contents

Required Forms:

- Certification of Insurance
- Vendor Form
- W-9 Form
- Tax Form/Debt/Resident Certification
- No Bid Questionnaire
- Attachment A: Certification of Restrictions on Lobbying
- Attachment B: Certification Regarding Government-Wide Debarment and Suspension
- Attachment C: Disclosure of Lobbying Activities
- Attachment D: Intent to Perform as a DBE Contractor/DBE Subcontractor
- Attachment E: Subcontractor Participation
- RFP - Initialed

Section 1 Firm Identification and History

Section 2 Qualifications of the Proposer

- Resumes:
 - Edward W. Pigman, Project Principal
 - Paul Geramo, Project Manager
 - Mike Cook, Resident Manager, Eldorado National
 - Wally Northrop, Resident Manager, Champion Bus
 - Organizational Structure

Section 3 Technical Approach

Section 4 Pricing

- Pricing Form

REQUIRED FORMS



SCHEDULE A

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

POLICY NO. 00089724-0

FORM NUMBER	DESCRIPTION
PN-01US-0410	Florida Policyholder Notice
MC0001US-0416	Commercial General Liability Declarations
GC0001US-0304	Schedule A
CG0001-1207	Commercial General Liability Coverage Form
AP2103US-0607	Minimum Policy Premium
MC2105US-1016	Deductible Endorsement - Damages and Expenses
MC2126US-0913	Premium Base Endorsement
AP2009US-0410	Additional Insured as Required by Written Contract
AP5004US-1106	Waiver of Subrogation as Required by Contract
AP5031US-0410	Primary and Non Contributory Endorsement
AP1013US-0516	Premium Audit Conditions Amended
AP2055US-1206	Professional Errors and Omissions Liability Coverage Warranty Condition
AP2104US-1012	Common Policy Conditions
AP2107US-0403	Binding Arbitration
AP2063US-1010	Classification Limitation Endorsement
SE0001US-1006	Contractors or Vendors Limitation
CG0068-0509	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CG2136-0305	Exclusion - New Entities
CG2147-1207	Employment-Related Practices Exclusion
CG2167-1204	Fungi or Bacteria Exclusion
IL0021-0908	Nuclear Energy Liability Exclusion
AP2029US-1210	Combined Policy Exclusions
AP2031US-0411	Exclusion - Cross Suits
AP2061US-0408	Absolute Pollution and Pollution Related Liability Exclusion - with Hostile Fire/HVAC Exceptions
GC2131US-0403	Fiduciary Exclusion
MC2139US-0403	Exclusion - Coverage C - Medical Payments
AP1014US-1005	Florida Policy Changes
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage
CG2175-0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
AP0100US-0403	Privacy Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

SECTION II – Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. The person or organization is only an additional insured with respect to liability arising solely out of "your work" or "your product" which is imputed to the Additional Insured.
2. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products – completed operations hazard" unless you are required to provide such coverage by written contract or written agreement but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product".
4. Any coverage provided by this endorsement to an Additional Insured shall be excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the Additional Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CARFEULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

The premium for this endorsement is \$ Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SUMMARY OF COVERAGES

I. Section II – Liability Coverage

- A. Broad Form Insured
- B. Employees as Insureds
- C. Liability Coverage Extensions – Supplementary Payments
- D. Prejudgment Interest Coverage
- E. Additional Insured by Contract, Permit or Agreement

II. Sections III and IV – Physical Damage Coverage

- A. Hired Car Physical Damage
- B. Physical Damage Coverage Extensions
 - a. Transportation Expenses
 - b. Loss of Use Expenses
 - c. Extra Expense
- C. Personal Effects Coverage
- D. Accidental Discharge of Airbag
- E. Lease/Loan Gap Coverage
- F. Deductible Amendments
- G. Towing and Labor
- H. Rental Reimbursement

III. Sections IV and V – Conditions

- A. Notice of and Knowledge of Occurrence
- B. Unintentional Failure to Disclose Hazards
- C. Hired Car – Coverage Territory
- D. Waiver of Subrogation

IV. Sections V and VI – Definitions

- A. Mental Anguish
- B. Additional Definitions

V. Cancellation Conditions

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph **A.1.** of the BUSINESS AUTO COVERAGE FORM and paragraph **A.3.** of the GARAGE COVERAGE FORM, under **Coverage – Who Is An Insured**, are amended as follows:

1. For covered "autos", the Named Insured shown in the Declarations is amended to include:
 - a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.
 - b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other automobile policy,
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization, or an "accident" that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSUREDS

For covered "autos", paragraph **A.1.** of the BUSINESS AUTO COVERAGE FORM and paragraph **A.3.** of the GARAGE COVERAGE FORM, under **Coverage – Who Is An Insured**, are amended as follows:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and **A.4.a.** of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to **SECTION II – LIABILITY COVERAGE, Supplementary Payments** under items **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and **A.4.a.** of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to **A.1. Who Is An Insured** of **SECTION II – LIABILITY COVERAGE** of the BUSINESS AUTO COVERAGE FORM and **A.3.a.** and **A.3.b.** of **SECTION II – LIABILITY COVERAGE** of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **SECTION II – LIABILITY COVERAGE** of the BUSINESS AUTO COVERAGE FORM or **A.3.** of **SECTION II – LIABILITY COVERAGE** of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

II. **SECTION III – PHYSICAL DAMAGE COVERAGE** of the BUSINESS AUTO COVERAGE FORM and **SECTION IV – PHYSICAL DAMAGE COVERAGE** of the GARAGE COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit and applicable deductible:

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of:

1. the actual cash value of the hired "auto". An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss";
2. the cost to restore the hired "auto" to its "pre-accident physical condition"; or
3. \$50,000.

If a repair or replacement part restores the hired "auto" to better than its "pre-accident physical condition" we will not pay for the amount of the betterment.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph 4. **Coverage Extensions** of A. **Coverage** of the BUSINESS AUTO COVERAGE FORM and paragraph 3. **Coverage Extension – Loss of Use Expenses** of A. **Coverage** of the GARAGE COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered "auto" to you.

C. PERSONAL EFFECTS COVERAGE

The following paragraph is added as **A.5.** of the BUSINESS AUTO COVERAGE FORM and **A.4.** of the GARAGE COVERAGE FORM, **Personal Effects Coverage**:

We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:

- a. owned by an "insured"; and
- b. in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto." No deductible applies to this coverage.

D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to paragraph **B. Exclusions**:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. overdue payments;
2. penalties, interest or charges resulting from overdue payments;
3. additional mileage charges;
4. excess wear and tear charges;
5. lease termination fees;
6. security deposits not refunded by the lessor or financial institution;
7. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
8. carry-over balances from previous loans or leases;
9. final payment due under a "balloon loan";
10. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
11. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered "auto".

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph **D. Deductible** of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to "loss" or damage to any windshield of any motor vehicle covered under the Comprehensive or Specified Causes of Loss Coverage.

G. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
- b. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

H. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or **SECTION IV – PHYSICAL DAMAGE COVERAGE Item A. Coverage** of the GARAGE COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered "auto" rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto". We will pay only for those covered "autos" for which you carry comprehensive and collision coverage. No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lessor of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lessor of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** of the BUSINESS AUTO COVERAGE FORM.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS and **SECTION V – GARAGE CONDITIONS** are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph **A.2.a. Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss**, relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph **A.2.b. Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss** relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph **B.2. General Conditions – Concealment, Misrepresentation or Fraud**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR – COVERAGE TERRITORY

Item **(5)(a)** of paragraph **B.7. General Conditions – Policy Period, Coverage Territory** is replaced by the following:

(5)(a) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

D. WAIVER OF SUBROGATION

The Transfer of Rights of Recovery Against Others To Us Loss Condition is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any "accident" because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION VI – DEFINITIONS** of the GARAGE COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of "bodily injury" in the **DEFINITIONS** section is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

"Pre-accident physical condition" means the operational safety, function and appearance of the "auto" immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITIONS

Paragraph **A.2.** of the **COMMON POLICY CONDITION – CANCELLATION** applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.



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)	TRC Engineering Services, LLC		
Business Name (if different from legal name)			
Federal ID # or S.S. #	47-3809285	DUNS #	079914803
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input 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	2200 Winter Springs Blvd., Suite 106-344		
City/State/Zip	Oviedo, FL 32765		
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: 407.977.4500	Fax:	407.977.7333
Contact Person	Edward W. Pigman		
E-mail	tranrc@earthlink.net		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB -Texas Historically Underutilized Business _____ WBE-Women's Business Enterprise _____		Certification # _____ Certification # _____ Certification # _____ Certification # _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	541690		
Signature of Authorized Representative			
Printed Name	Edward W. Pigman		
Title	President		
Date	June 10, 2019		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:


- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Jaime Kovar, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: jaime.kovar@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All

Initials of Bidder: _____




addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, June 4, 2019 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.


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- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the

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using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject

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any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully

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comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent based on a percentage equal to the applicable annual percentage increase in the Consumer Price Index (CPI). No application for price increase may be submitted within the first two (2) years of the contract rate. This increase will be capped at twenty-five (25) percent over the original contracted rate. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount.


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- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.


2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices


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shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

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- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes

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effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial

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Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE OF WORK:

- 3.1 Fort Bend County Transportation (FBCPT) intends to contract with one (1) or more vendor(s) to perform pre-award, post-delivery and bus inspection services on an as-needed basis, as described herein.
- 3.2 Audits must be conducted in accordance with Federal Transit Administration requirements 49 CFR § 661 and 663.
- 3.2 Audit reports shall contain all the information required by 49 CFR § 661 and 663 and provide content similar in nature to the pre-award audit samples included in the Federal Transit Administration Best Practices Handbook: Conducting Pre-Award and Post-Delivery Audits for Rolling Stock Procurements dated January 2017. The audit shall be performed promptly as the contract award is contingent upon completion of the pre-award audit.

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4.0 TERM OF CONTRACT:


This contract is for a period of five (5) years, beginning on the date the agreement is fully executed. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B19-070.
 - 5.2.3 Description is the title of the solicitation: Pre-award, Post-delivery, and Bus Inspection Services.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 INSURANCE:

- 6.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below if respondent is bidding on hauling. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.
- 6.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and


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provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 6.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 6.2.4 Business Automobile Liability coverage 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.
- 6.2.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

7.0 INDEMNIFICATION:

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

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- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

8.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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- 8.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 8.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

9.0 CONTRACTOR REQUIREMENTS:

- 9.1 Pre-Award: The pre-award audit includes making and obtaining required certifications and reviewing the documentation provided by the manufacturer in support of its certification. The pre-award audit is undertaken before contract award/purchase order and is for ensuring that the vehicles delivered by the manufacturer will comply with Buy America and the contract specifications. The Contractor shall perform the Pre-Award Audit in compliance with CFR Title 49 § 661 and 663 for each FBCPT rolling stock procurement the Contractor is assigned to provide audits. The Contractor shall be responsible for completing and providing to FBCPT:

- 9.1.1 Pre-award Buy America audit compliance certificate


- 9.1.2 Pre-award Buy America audit purchasers requirements

- 9.1.3 Pre-award Buy America audit Federal Motor Vehicle Safety Standards (FMVSS) manufacturer's compliance

FBCPT will have a completed and satisfactory pre-award Buy America audit report for the contract on file.

- 9.2 Resident Inspector: The contractor shall provide inspection personnel at the manufacturing plant during all phase of manufacturing, production, and assembly defined as the period beginning when the manufacturer through completion or the vehicle's readiness for delivery starts the first assembly of component. The resident inspector must remain full-time at, or periodically visit, the final assembly location during the period of manufacture; and visually inspect, participate in, and witness performance tests of the vehicles. Further, the resident inspector may visit component-manufacturing sites, as necessary, during the period of manufacture of the rolling stock.

- 9.2.1 Contractor shall allow staff and time for pre-production meetings at both FBCPT and the vehicle manufacturer as well as plant tour. The Contractor must have an understanding of plant rules and safety

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requirements.

- 9.2.2 The Contractor's inspection personnel shall be exclusive to the FBCPT and may not bill hours related to any other project.
- 9.2.3 The Contractor shall provide technical specification configuration certification. The Contractor shall provide technical advice during the fabrication phase to evaluate any approved changes and/or use of substitute materials or components. Contractor shall be required to adjust schedules for gaps in production as the production capabilities of a Manufacturer may increase or decrease.
- 9.2.4 Provide for and ensure compliance with all requirements of 49 CFR § 663 and provide manufacturing line inspection quality assurance as well as quality control.
- 9.2.5 Ensure compliance with the above and all other applicable regulations at the time of manufacture before the release of the vehicle for shipment to FBCPT. The specific element shall include, but not limited to the following:
 - 9.2.5.1 Monitor and evaluate critical buildup of body and chassis components, including sidewalls, floor and roof structures
 - 9.2.5.2 Visually verify proper joining of the sidewall, roof and floor structures
 - 9.2.5.3 Visually verify proper assembly and attachment of all body components
 - 9.2.5.4 Visually identify and verify repair of any air and/or fluid leaks
 - 9.2.5.5 Evaluate routing and dressing lines, hoses and wiring and their protection from abrasion and sharp edges and installation or required support
 - 9.2.5.6 Visually and functionally ensure the integrity of electrical circuits and terminals in application and installation
 - 9.2.5.7 Verify uniformity of components, installation of components, and alignment of components
 - 9.2.5.8 Verify critical adjustment of steering, steering column and tilt mechanism, slack adjusters, door operations, fan shroud clearances, and belt tensions

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- 9.2.5.9 Visually inspect the alignment of access doors and hinges, floor covering, interior, and exterior panels and moldings
- 9.2.5.10 Inspect for proper thickness type and adhesion of primers, paints and all coatings
- 9.2.5.11 Visually verify proper alignment and installation of engine mounting, suspension members and axle mountings
- 9.2.6 Pre-delivery inspection of new vehicles
- 9.2.7 The resident inspector must prepare the resident inspector's report that must include, but not limited to:
 - 9.2.7.1 Accurate records of all vehicle construction activities (e.g., component manufacturing processes, final assembly activities, and collected quality control data); and
 - 9.2.7.2 A summary of how the construction and operation of the vehicles meet (or do not meet) the contract specifications. The report will reference the above-cited manufacturing processes, final assembly activities, and quality control data.
 - 9.2.7.3 The report shall contain sufficient detail so that FBCPT may determine that each vehicle has been completed to the required and/or all applicable standards of quality.
- 9.2.8 Type of vehicle and manufacturing location may change throughout the term of this contract. The current rolling stock type and location are as follows:
 - 9.2.8.1 ADA Min-Van, Type 7, Eldorado in Salinas, Kansas
 - 9.2.8.2 Light-duty Cutaway buses, Type 3, Eldorado in Salinas, Kansas
 - 9.2.8.3 Medium-duty Freightliner Cutaway buses, Type 11, Champion in Imlay City, Michigan
- 9.2.9 An on-site resident inspector is not required for one (1) procurement of 10 or fewer buses; or two (2) procurements of 20 or fewer vehicles serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or three (3) procurements of any number of primary manufacturer standard production and unmodified vans as per 49 CFR § 663.37. For

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such procurements, only visual inspection and road testing upon delivery to the recipient are required to certify compliance with the contract specifications.

9.2.10 In the event in-plant inspection services are not required by 49 CFR § 663.37, FBCPT will consider whether an inspector should make on-site visits to verify final assembly activities. Site visits may be merited if a final assembly facility is new or if there are concerns about the manufacturer's capacity.

9.3 Post-Delivery: The post-delivery audit period is the period in the procurement process from when the rolling stock is delivered to FBCPT until title to the rolling stock is transferred to FBCPT, or the rolling stock is put into revenue service, whichever is first (49 CFR § 663.31 and § 663.5(b)). The Contractor's responsibilities shall continue through the delivery of vehicles to FBCPT and shall include the Final Acceptance Inspection at FBCPT. The Contractor shall provide personnel for all aspects of the Post-Delivery Inspections and Audits.

The purpose of the post-delivery audit is for the Contractor to verify that the built vehicle(s) comply with Buy America requirements, meet FBCPT's solicitation specification requirements, and if applicable, FMVSS.

9.3.1 Final Acceptance Inspection: This segment of responsibilities shall continue until repairs of deficiencies discovered during final acceptance inspection are corrected and the last vehicle is released for revenue service by FBCPT, including but not limited to:

9.3.1.1 Vehicle function test

9.3.1.2 Vehicle inspection according to FBCPT contract specifications

9.3.1.3 Post-delivery domestic content monitoring


Contractor shall provide resident inspection personnel for final acceptance inspection.

9.3.2 Post-delivery audit(s): The contractor shall supply to FBCPT for each vehicle that is part of the procurement as per 49 CFR §663.31:

9.3.2.1 Post-Delivery Buy America Certification as described in § 663.35.

9.3.2.2 Post-Delivery Purchaser's Requirements Certification as described in §663.37.

9.3.2.3 Post-Delivery manufacturer's FMVSS Certification as described in § 663.41.

Initials of Bidder: 

9.3.3 Post-Delivery Buy America Certification(s): Contractor shall supply FBCPT for each vehicle that is part of the procurement as per 49 CFR §663.35:

9.3.3.1 Post-Delivery Buy America certificates for FBCPT to keep on file that the Contractor, on FCBPT's behalf is satisfied that the rolling stock received meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having prepared an audit which lists:

9.3.3.2 Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs

9.3.3.3 The actual location of the final assembly point for the rolling stock including a description of the activities, which took place at the final assembly point, and the cost of the final assembly

9.3.4 Post-Delivery Purchaser's Requirement Certification(s): Contractor shall supply FBCPT for each vehicle tha is part of the procurement as per 49 CRF §663.37:

9.3.4.1 Post-delivery purchaser's requirement certifications states the contractor has supplied for FBCPT, a resident inspector at the manufacturing site throughout the period of manufacture of the rolling stock and monitored and completed a report on the manufacture of such rolling stock. The report, at a minimum shall:

9.3.4.1.1 Accurate records of all vehicle construction activities

9.3.4.1.2 Address how the construction and operation of the vehicles fulfill FBCPT's contract specifications

9.3.4.1.3 After reviewing the report and visually inspecting and road testing the delivered vehicles, the Contractor shall indicate whether the vehicles meet FBCPT's contract specifications

9.3.5 Post-Delivery Certification of Compliance with FMVSS: Contractor shall supply to FBCPT for each vehicle that is a part of the procurement, the manufacturer's self-certification of FMVSS compliance as per 49 CRF §663.41:

9.3.5.1 Manufacturing production process quality assurance

9.3.5.2 Post-delivery inspection of new vehicles

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9.3.5.3 Final acceptance inspection

9.3.5.4 Contractor shall work with FBCPT's Operations Supervisor and Operations Manager and provide solutions for production line problems, furnish engineering expertise for alternate design configuration, will conduct testing and/or as required by FBCPT, will produce written reports of the final condition of each vehicle at delivery. At a minimum test shall include the following:

9.3.5.4.1 First and last article configuration audit

9.3.5.4.2 Visual and measured inspection of all vehicles

9.3.5.4.3 Verification of stainless steel materials used

9.3.5.4.4 Verification of welder's certification for materials in use

9.3.5.4.5 Water test of all vehicles

9.3.5.4.6 Road test of all vehicles

9.3.5.4.7 Certified weight for all vehicles

9.3.5.4.8 Brake test for all vehicles


9.3.5.4.9 Function test for all vehicles

9.3.5.4.10 Other items as deemed necessary by FBCPT

9.3.5.5 Once the Contractor has completed the Post-Delivery Buy America Audit, Purchaser's Requirements Certificate and FMVSS Certification for the first manufactured unit on this release order, the Contractor shall ensure the remaining vehicles are manufactured exactly as the first vehicle produced, on this release order. Any variation shall immediately be communicated to the FCBPT Operations.

10.0 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.

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- 10.1 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 Underlying 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 Underlying Agreement for a period of not less than three years after the date of termination or expiration of the Underlying Agreement, except in the event of litigation or settlement of claims arising from the performance of the Underlying 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.

- 10.1.1 Bus Testing. The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318€ and FTA's implementing regulation at 49 CFR part 655 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completeing of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publically available prior to final acceptance of the first vehicle by the recipient.

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

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate

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against any employee or applicant for employment because of race, color, creed, national origin, sex, age, 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 underlying contract:


Race, Color, Creed, National Origin, Sex- The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age, sexual orientation, gender identity, status as a parent or disability. 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.

- 10.2 Disadvantaged Business Enterprise (DBE). This agency is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal for this Agreement has not been established.

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The Contractor 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 this DOT-assisted contract. 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 Fort Bend County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to 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 this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from Fort Bend County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

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

- 10.3 Energy Conservation Requirements. 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.
- 10.4 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.
- 10.5 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

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effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

- 10.6 Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Fort Bend County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- 10.7 Government-Wide Debarment and Suspension (Non-Procurement). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor 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 Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

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

- 10.8 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Fort Bend County requests which would cause Fort Bend County to be in violation of the FTA terms and conditions.
- 10.9 No Government Obligation to Third Parties. Fort Bend County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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.


- 10.11 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.

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- 10.12 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.
- 10.13 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.
- 10.14 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.
- 10.15 Transit Asset Management Plan Contractor assures that it and will comply with FTA regulations "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.
- 10.16 Change Orders. 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 County or their designee properly defining and limiting any such change. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the County or their designee. Any substantial modifications

Within 14 calendar days after Contractor's receipt of the written change order request for modification of the Contract, Contractor shall submit to FBCPT Manager of Contracts and Procurement a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between Contractor and the FBCPT Manager of Contracts and Procurement. 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 and or termination clause.

It is distinctly understood and agreed that no claim for payment for work done or materials furnished by the Contractor outside of these parameters shall be paid by

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the County. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

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

10.17 Termination.

- (a) Termination for Convenience. County may terminate the Underlying Agreement, in whole or in part, at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.
- (b) Termination for Cause.
 - (1) County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in the Underlying Agreement or fails to perform any of the other provisions of the Underlying Agreement or so fails to make progress as to endanger performance of the Underlying Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - (2) If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County as if the contract had been terminated for convenience.
 - (3) Upon termination of the Underlying Agreement, County shall compensate Contractor in accordance with the terms for payment set out in the agreement, above, for those services which were provided under the Underlying Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and




paid by County in the same manner set forth in the Underlying Agreement.

11.0 CHANGE ORDER:

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12.0 BID PRICING:

Price is firm fixed and should be fully burdened to include all necessary elements such as but not limited to labor, materials, overhead, expenses, and fee/profit needed to perform all of the services described under this solicitation. Time sheets should be submitted with each invoice. Since this is a multi-year contract, inspection service will be approved on work authorization basis for which the cost estimated for each job will be approved separately and a purchase order will be issued before inspection services are to begin.


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- 12.1 Pre-Award Buy America Audits
Price per hour \$55.00
- 12.2 Inspection Services
Price per hour \$74.63
- 12.3 Post-Delivery Buy America Audit Services
Price per hour \$55.00

13.0 REQUIRED FORMS WITH BID RESPONSE:

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

- 13.1 Required Proof of Insurance, as stated in Section 6.0.
- 13.2 Vendor Form
- 13.3 W9 Form
- 13.4 Tax Form/Debt/Residence Certification
- 13.5 No Bid Questionnaire
- 13.6 Attachment A: Certification of Restrictions on Lobbying
- 13.7 Attachment B: Certification Regarding Government-Wide Debarment and Suspension (Nonprocurement)
- 13.8 Attachment C: Disclosure of Lobbying Activities
- 13.9 Attachment D: Intent to Perform as a DBE Contractor/DBE Subcontractor
- 13.10 Attachment E: Subcontractor Participation
- 13.11 Attachment F: PTN 130
The following sections of PTN 130 are not applicable to this solicitation and therefore DO NOT need to be completed:
 - Section I.V – Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)
 - Section I.X – Altoona Test Certification
 - Section I.Y – Federal Motor Vehicle Safety Standards (FMVSS) certification
 - Section I.Z – Buy America
 - Addendum A, B, and C

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14.0 REQUIRED FORM WITH EACH INVOICE:

14.1 Attachment G: Vendor Payment Report

Initials of Bidder:

Self

CONTRACT SHEET
B19-070

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 2nd day of July, 2019,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
TRC Engineering Services, LLC (hereinafter designated Contractor).
(company name)

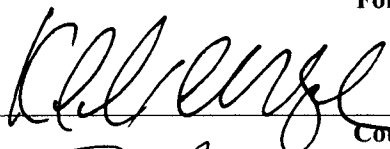
WITNESSETH:

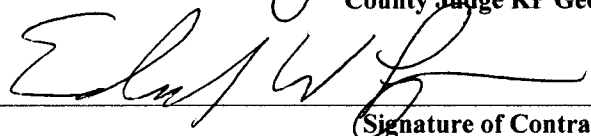
The Contractor and the County agree that the bid and specifications for **Pre-Award, Post Delivery, and Bus Inspection Services for Public Transportation**, which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 2 day of July, 2019.

Fort Bend County, Texas

By: 
County Judge KP George

By: 
Signature of Contractor

By: Edward W. Pigman, President
Printed Name and Title

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TRC Engineering Services, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S</td> <td colspan="4"></td> </tr> <tr> <td colspan="5">Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</td> </tr> <tr> <td><input type="checkbox"/> Other (see instructions) ▶</td> <td colspan="4"></td> </tr> </table>	<input 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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S					Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.					<input type="checkbox"/> Other (see instructions) ▶					<p>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></p>
<input 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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S																						
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.																						
<input type="checkbox"/> Other (see instructions) ▶																						
	<p>5 Address (number, street, and apt. or suite no.) 2200 Winter Springs Blvd., Suite 106-344</p> <p>6 City, state, and ZIP code Oviedo, FL 32765</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>																				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
4	7	-	3	8	0	9	2	8	5	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 06/10/2019
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: B19-070

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

Taxpayer Identification Number (T.I.N.): 47-3809285

Company Name submitting Bid/Proposal: TRC Engineering Services, LLC

Mailing Address: 2200 Winter Springs Blvd., Suite 106-344, Oviedo, FL 32765

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

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

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

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

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

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

Yes No If yes, attach a separate page explaining the debt.

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

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

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
 [Company Name]

I certify that TRC Engineering Services, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Oviedo, FL.
 [Company Name] [City and State]

Attachment A

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

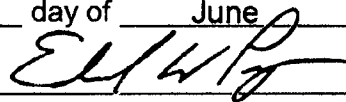
I, Edward W. Pigman, President, hereby certify on behalf of
the TRC Engineering Services, LLC, that:
(Name) (Title)
(Company Name)

- (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 10th day of June, 2019.

Signed:



Printed Name:

Edward W. Pigman

Company Name:

TRC Engineering Services, LLC

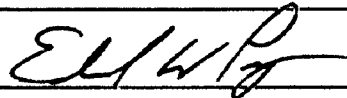
**CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND
SUSPENSION (NONPROCUREMENT)**

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 TRC Engineering Services, LLC (agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TRC Engineering Services, LLC (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 June 10, 2019
SIGNATURE 
COMPANY TRC Engineering Services, LLC
NAME Edward W. Pigman
TITLE President

Disclosure of Lobbying Activities

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

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

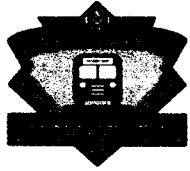
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



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) TRC Engineering Services, LLC
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 and asserts that said qualification is met with the ethnic code _____.

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

3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

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

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must also be listed on the Subcontractor Participation Form and must be DBE certified.

(Name of DBE Firm)	(Signature of Authorized Representative)	(Phone Number)	(Date Signed)
TRC Engineering Services, LLC		407.977.4500	June 10, 2019
(Name of Offeror/Prime Contractor)	(Signature of Authorized Representative)	(Phone Number)	(Date Signed)



FORT BEND COUNTY PUBLIC TRANSPORTATION N/A
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): _____

Project Name: _____

IFB/RFP/SOQ Number: _____

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

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

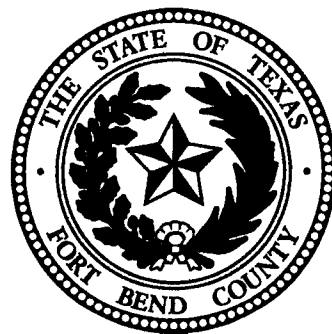
The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Fort Bend County Public Transportation. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. If you are a DBE contractor, you also certify that no more than 70% of the work for this project will be subcontracted.

Signature of Authorized Representative of Offeror

Date Signed

SECTION 1

Firm Identification and History



Section 1

Firm Identification and History

TRC Engineering Services, LLC (formerly branded Transit Resource Center) is a Florida corporation, with its headquarters in metropolitan Orlando, and with other offices in Washington D.C., Colorado, Connecticut and Massachusetts. TRC is a consulting organization focused on providing technical support in bus engineering, manufacturing, and maintenance in the public transportation field.

TRC was founded in 1991 and has been in business for 28 years. TRC has a direct staff of about 38 full-time employees; the firm is also affiliated with several related companies with total employment of about 280 employees, including about 35 independent contractors.

GENERAL INFORMATION

Firm name, address, telephone number and fax number.	TRC Engineering Services, LLC 2200 Winter Springs Boulevard Suite # 106-344 Oviedo, Florida 32765 (407) 977-4500 V. (407) 977-7333 F. trc@trcengineering.net www.trcengineering.net
Proposal Contact:	Edward W. Pigman, President (407) 977-4500 tranrc@earthlink.net
Type of Organization:	Corporation (Not DBE Certified)
Proposed Key Personnel:	Edward W. Pigman , <i>Project Principal</i> Paul Germo , <i>Project Manager</i> Wally Northrop , <i>Resident Inspector, Champion Bus</i> Mike Cook , <i>Resident Inspector, Eldorado National</i> Robin Thompson , <i>Buy America Analyst</i>



FIRM HISTORY

TRC is a consulting organization focused on providing technical support in bus engineering, manufacturing, and maintenance in the public transportation field. We have been a leader in transit vehicle engineering, quality assurance and maintenance consulting services for over 27 years.

TRC was recognized for its outstanding leadership role in the field of bus technology and bus maintenance practices with the award of a prestigious contract by the National Academy of Sciences Transit Cooperative Research Board (TCRP E-5). This contract is to evaluate best maintenance practices among North American bus systems. TRC is also a subcontractor to West Virginia University on a second prestigious contract to assess hybrid-electric bus technology (TCRP C-15).

TRC is known for its vigorous and technically advanced maintenance auditing practice. In this capacity TRC conducts physical inspections of client bus fleets to determine overall fleet conditions and the effectiveness of existing maintenance programs. TRC recently completed such audits for the Capital District Transportation Authority (New York), the Potomac & Rappahannock Transportation Commission (Virginia), San Mateo County Transit District (California), and City of Glendale, CA.

For bus fleets already in operation, maintenance of these capital assets is vital to the long-term economic health of any transit organization. To this end, TRC offers a wide array of maintenance consulting services to our clients. TRC is well regarded, for example, in the field of alternative bus fuels and related storage technology. The firm has completed evaluations of alternative fuels strategies in the Atlanta region, and for the Humboldt Transit Authority and Imperial Valley Transit in California. Recently TRC, in association with West Virginia University, conducted a detailed study of the emissions of low-sulfur diesel fuels in transit buses for Westchester County DOT (suburban New York City).

TRC's maintenance consulting practice often focuses on the people who staff bus maintenance departments. TRC evaluates the credentials of mechanics and maintenance foreman, and we design programs to improve their technical and administrative skills. Sometimes TRC serves as a recruiting organization to help clients find qualified maintenance managers (Portland, ME; New Haven, CT). TRC has helped clients review and evaluate vendor proposals for fleet maintenance programs in Santa Maria, CA, and Bridgeport, CT. Bus maintenance is best conducted in clear well-designed spaces organized for this purpose. TRC acts as advisors on site selection and repair shop design (New Haven, CT; San Luis Obispo; Santa Maria, CA).



As companion pieces to our maintenance audits, TRC often prepares comprehensive maintenance plans for clients who want to improve the quality of maintenance on their bus fleets (Phoenix, AZ; New Haven, CT).

TRC provides consultation on a host of maintenance technical issues that create problems for our clients. TRC has conducted investigations of bus fires (Philadelphia; PRTC, Montgomery County, MD), malfunctioning fareboxes (Tempe, AZ), premature engine failures (Bridgeport, CT), excessive brake wear (HSTC), and bus frame-cracks (New Jersey Transit), bus re-powering projects (San Diego County Transit).

TRC routinely assists clients in the development of technical specifications for new bus fleets. For example, TRC recently developed specifications for several different models of buses for Vancouver, British Columbia, CATA in State College, PA., and for Illinois DOT's statewide vehicle purchases. TRC is currently involved in an International bus specification/selection program for a large agency in Africa.

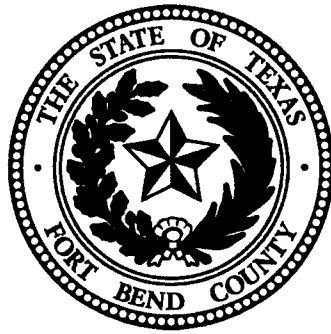
The development of bus specifications is done in preparation for soliciting bids from manufacturers. TRC often runs turn-key procurements for clients where we act as the client's agent in conducting pre-bid conferences, responding to vendor's requests for approved equals, evaluating bids, and conducting contract negotiations with the selected bus builder. We are now providing these services for CDTA Capital District Transportation Authority in Albany, NY. and Illinois DOT, as we have for many previous clients like Topeka, KS and New Haven, CT.

Once buses enter production, TRC provides ongoing technical support services to our clients through assignment of factory resident quality control inspectors who watch over every step of the bus assembly process. Senior TRC engineers provide technical guidance to the resident inspectors and help clients arbitrate problems that arise during production. TRC also has conducted scores of Buy America audits to ensure manufacturers' compliance with FTA regulations on domestic contents and final assembly. TRC has conducted such inspections on more than 18,000 new buses since the company's start in 1990. In this capacity, TRC has supported some of North America's leading transit systems, including the Toronto Transit Commission, PACE (suburban Chicago), SamTrans (suburban San Francisco), Delaware Transit Corporation, Denver RTD, Rochester, NY, Washington Metropolitan Transit Authority and numerous other agencies, both large and small.



SECTION 2

Qualifications of the Proposer



Section 2

Qualifications of the Proposer

BUS ENGINEERING

TRC has the largest bus engineering staff in private practice in North America. The firm regularly provides engineering services for new bus design, bus manufacturing, bus renovation and retrofit, alternative fuels, and fleet performance. TRC develops bus specifications for clients in preparation for the purchase of new bus fleets. We provide engineering advice during negotiations with bus manufacturers (Illinois DOT, Delaware Transit Corporation), and we provide engineering analyses on fleet defects and warranty claims (Oxnard, CA). TRC conducts engineering analyses on structural failures on buses. Recent cases involved analyses of frame cracks on New Flyer and Neoplan articulated buses, and recommendations for repairs (San Diego Transit Corp. and New Jersey Transit). TRC also investigates issues related to bus accidents and bus fires (SEPTA; SamTrans). TRC engineers provide expert witness testimony in cases involving bus performance, design and maintenance (Jacksonville, Denver).

TRC also provides services to clients in the field of alternative bus fuels and related storage technology. TRC has provided technical seminars to transit systems on the introduction of low sulfur diesel fuels in bus fleets, and we have conducted extensive testing of emissions from low sulfur diesel fuel buses in suburban New York City (Westchester County). TRC has also evaluated alternative fuels options for transit systems looking to move away from diesel fuels.

BUS MAINTENANCE

TRC is known for its vigorous and technically advanced bus maintenance auditing practice. In this capacity, TRC conducts maintenance department evaluations involving physical inspections of client bus fleets and maintenance facilities to determine overall conditions and the effectiveness of existing maintenance programs. TRC recently completed such audits for the Capital District Transportation Authority (New York), the Potomac & Rappahannock Transportation Commission (Virginia), The Centre Area Transit Authority (CATA) in State College, PA., SamTrans in California, and the City of Phoenix, AZ.

As companion pieces to our maintenance audits, TRC often prepares comprehensive maintenance plans for clients who want to improve the quality of maintenance on their bus fleets (Phoenix, AZ; New Haven, CT).

For bus fleets already in operation, maintenance of these capital assets is vital to the long-term economic health of any transit organization.



TRC's maintenance consulting practice often focuses on the people who staff bus maintenance departments. TRC evaluates the credentials of mechanics and maintenance foreman, (Lynx, Orlando, FL) and we design programs to improve their technical and administrative skills. Sometimes, TRC serves as a recruiting organization to help clients find qualified maintenance managers (Portland, ME; New Haven, CT). We have helped clients review and evaluate vendor proposals for fleet maintenance programs in Santa Maria, CA, and Bridgeport, CT.

Bus maintenance is best carried out in well-designed, clearly lighted spaces that are created specifically for good bus maintenance practices. TRC serves as advisors to transit systems and architectural/engineering firms on the design of new and renovated bus maintenance facilities. We have assisted clients with site selection (New Haven, CT), shop design (Beaver Co, PA; Norwalk, CA), maintenance facility consolidations (Rochester, NY; Santa Maria, CA), facility planning (San Louis Obispo, CA), facility evaluations (Orlando, FL; State College, PA) and facility commissioning (Beaver Co, PA; Norwalk, CA).

TRC provides consultation on a host of technical issues for our clients. TRC has conducted investigations of bus fires (Philadelphia; PRTC), malfunctioning fareboxes (Tempe, AZ), premature engine failures (Bridgeport, CT), excessive brake wear (HSTC), and bus re-powering projects.

BUS PROCUREMENT

TRC often runs turn-key bus procurements for clients where we act as the client's agent in conducting pre-bid conferences, responding to vendor's requests for approved equals, evaluating bids, and conducting contract negotiations with the selected bus builder. We are now providing these services for Illinois DOT, as we have for many previous clients like Topeka, KS and New Haven, CT.

Once buses enter production, TRC provides ongoing technical support services to our clients through assignment of resident quality assurance inspectors in the factories who watch over every step of the bus assembly process. Senior TRC engineers provide technical guidance to the resident inspectors and help clients arbitrate problems that arise during production. TRC also has conducted scores of Buy America audits to ensure manufacturers' compliance with FTA regulations on domestic contents and final assembly. TRC has conducted such inspections on more than 15,000 new buses since the company's start in 1990.

In this capacity, TRC has supported some of North America's leading transit systems, including the Hillsborough Transit Authority (HART), PACE (suburban Chicago), SamTrans (suburban San Francisco), Delaware Transit Corporation, Denver RTD, Rochester, NY, and numerous other agencies, both large and small.



BUS TECHNOLOGY CENTER

For the past 27 years TRC has worked successfully with virtually every bus manufacturer that provides transit buses to the North American market. Our professional staff consists of 38 engineers, managers, maintenance specialists and bus inspectors who work on bus quality assurance projects, maintenance audits, fuels and emissions studies, and Buy America audits. Our nationally known experts are the finest in the nation and have worked with transit agencies of all sizes.

BUS TECHNOLOGY CENTER

Engineering Staff

TRC's Bus Technology Center is now staffed by a group of recognized experts who have worldwide experience in bus engineering and bus technology. Core members of TRC's engineering staff include the

Mr. John Schiavone	Propulsion systems, fuels, and emissions specialist. Manufacturing Q/A expert.
Mr. Ralph Malec	Senior Mechanical Engineer and former Director of Bus and Rail Maintenance at the Chicago Transit Authority.
Mr. Sebastian Silvani	Senior Engineer, former Assistant Chief Engineer at Washington Metropolitan Area Transit Authority. Expert in selection and implementation of new technologies, and in establishing Reliability Centered Maintenance plans.
Mr. Dan Denman	Bus design and manufacturing professional engineer. Former lead engineer at Neoplan USA
Mr. Al Rodi	Bus and railcar engineer. Former Neoplan design engineer. Vast knowledge of powerplants
Mr. Lee Loper	Bus manufacturing and remanufacturing engineer in charge of TRC's bus repair and restoration projects.



BUS TECHNOLOGY CENTER PRACTICE AREAS

The Bus Technology Center provides experienced engineering and technical assistance in such areas as:

- Technical liaison with FTA and state DOT's on bus capital grants.
- Analysis of transit bus duty cycles.
- Development of bus performance requirements.
- Development of bus specifications – both performance based and prescriptive based.
- Evaluation and testing of fuel alternatives for transit buses.
- Hybrid bus technology evaluation.
- Development of bid documents for bus purchases, including draft contracts.
- Evaluation of approved equals and exceptions requests by manufacturers.
- Evaluation of bids by bus suppliers.
- Contract negotiations with bus manufacturers and dealers.
- Evaluation of production capacity and financial capability of bus manufacturers.
- Preparation of Buy America Pre-Award Audits.
- Management of pre-production meetings with manufacturers.
- Providing in-plant quality assurance inspections services.
- Providing engineering guidance during the manufacturing phase of new bus production.
- Post-Delivery acceptance inspections of new buses.
- Post-Delivery Buy America Audits.
- Periodic fleet maintenance audits, including fleet condition inspections during contract turnover.
- Preparation of fleet-specific preventive maintenance plans.
- Warranty administration and dispute resolution.
- Fleet defect analyses.
- Emissions testing.
- Bus fire and accident investigations.
- Maintenance staff evaluations.
- Shop safety and regulatory compliance audits.
- Maintenance technician training programs.
- Development of bus maintenance training manuals.
- Preparation of comprehensive bus maintenance programs.
- Advisory services on bus maintenance shop design.



TRC BUS INSPECTION LOCATIONS

TRC has carried out in-plant quality assurance inspections at the following bus manufacturing locations:

MANUFACTURER	LOCATION	SAMPLE CLIENTS
Advanced Vehicle Systems	Chattanooga, TN	City of Tempe, AZ
Arboc	Middlebury, IN	TriMet, MN; Ulster County, NY
Braun Corporation	Winimac, IN	Illinois DOT
Coach & Equipment	Penn Yan, NY	West Virginia DOT, BARTA
Champion Bus	Imlay City, MI	Montgomery County, MD, NV; PRTC, Virginia
Freightliner Corp.	Gaffney, SC	PRTC, Virginia
EIDorado National	Salina, KS, Riverside, CA, and Longview, TX	PACE Suburban Bus (Chicago); Illinois DOT; SAMTRANS
Gillig Corp.	Hayward, CA and Livermore, CA	COTA (Central Ohio); Monterey-Salinas Transit, CA; Metropolitan Council, MN
Glaval Bus	Elkhart, IN	Ottawa; Edmonton; Metro Mobility
Goshen Coach	Elkhart, IN	GNHTD; DTC; LADOT, Rochester, NY
Irisbus	Lyon, France	RTC of Southern NV, Las Vegas
Mid-Bus Inc.	Bluffton, OH	Illinois DOT
Motor Coach Industries	Winnipeg, Manitoba; Pembina, ND	Orange County, NY, Georgia Regional Transportation Authority
Neoplan	Lamar, CO	RTC of Southern NV, Las Vegas
New Flyer	Winnipeg, Manitoba; Crookston, MN; St. Cloud MN	Montgomery County, MD; City of Calgary, Alberta; OmniTrans; City of Edmonton, Alberta; LANTA, Miami-Dade
Nova Bus	Roswell, NM; Schenectady, NY	City of Gainesville, FL; Jacksonville Transit Authority, FL
North American Bus Industries (NABI)	Budapest, Hungary; Anniston, AL	Delaware Transit Corp; SAMTRANS
Optima Bus Corp. (formerly Chance Coach Industries)	Wichita, KS	Palm Beach County Transit; City of Pittsfield, MA; Berkshire RTA, BARTA
Orion Bus Industries	Mississauga, Ontario; Oriskany, NY	Toronto Transit Commission; CDTA, Albany, NY
Proterra	Gainesville, SC	RTC, Reno NV; StarMetro, Tallahassee FL
Starcraft/Overland Coach	Goshen, IN	Toronto Transit Commission
Supreme Coach	Goshen, IN	Greater New Haven Transit District



EDWARD W. PIGMAN

Project Principal

PROFESSIONAL EXPERIENCE

(1991 - Present) TRC Engineering Services, LLC

President

As President of TRC, Mr. Pigman is responsible for client relations and project direction for the firm's consulting practice in the fields of bus maintenance and technology as well as in strategic operations planning.

Bus Engineering, Technology, and Maintenance

Edward Pigman is the President and CEO of TRC. During the past 25 years, Mr. Pigman has led the development of TRC into a leadership position in North America in the field of bus engineering, advanced bus technology, and bus maintenance consulting.

- Under Mr. Pigman's direction, TRC has won prestigious research contracts with the National Academy of Sciences Transit Cooperative Research Program for work on best bus maintenance practices as well as a national evaluation of hybrid propulsion technology.
- Mr. Pigman directed TRC's contract with Las Vegas, Nevada for final design review, production engineering oversight and FMVSS compliance for import of the CIVIS articulated buses built in France by Irisbus. These buses are currently in BRT operations in Las Vegas. Mr. Pigman also directed TRC's engineering evaluation of CIVIS hybrid- propulsion buses for potential application in BRT service for York Region Transit in suburban Toronto.
- Mr. Pigman is currently directing the FMVSS and Buy America compliance project for MASATS doors and wheelchair lifts for the US market.
- Under a contract with the City of Tempe, AZ, Mr. Pigman directed TRC's engineering oversight of the production of 32 battery-electric buses being designed and built by Advanced Vehicle Systems (AVS) in Chattanooga, TN. When AVS faltered in their production efforts and filed for bankruptcy, TRC acted as advisors to the City of Tempe and the Federal Transit Administration (FTA) on their claims to AVS assets, and on the resolution of financial issues between the City and the FTA.
- Mr. Pigman directed TRC's engineering oversight of the development of a mid-size hydrogen fuel cell prototype bus for the Greater New Haven Transit District. This project is funded by special FTA Research and Development grants.
- In the field of alternative fuels analysis, Mr. Pigman directed TRC's contract with the Westchester County (NY) DOT to analyze exhaust emissions generated by the WCDOT's diesel bus fleet using a variety of different test fuels. This project involved extensive testing of WCDOT buses by West Virginia University's vehicle emissions laboratory in Morgantown, W.V. The objective of the project was to assist WCDOT in its efforts to curb diesel bus emissions in eastern New York State, declared to be a non-attainment area by the EPA.



- Most North American transit systems still rely on basic diesel bus technology for the bulk of their operations. Mr. Pigman has directed numerous projects for clients which involve the development of detailed specifications for new, standard bus purchases. As just one example, Mr. Pigman has directed TRC's development of specifications for several classes of new diesel buses for Rockland County, NY, a suburb of New York City. TRC has developed bus specifications for the County's purchase of new highway commuter buses, new 35-foot and 40-foot transit buses, and several sizes of paratransit buses. This project, like many similar ones undertaken by TRC, involved the review of requests for "approval equals" by prospective bus builders, negotiations with the selected bus builder, and assistance with pre-production meetings.
- Mr. Pigman has developed TRC into the leading bus engineering firm in the U.S. with practice areas in bus design, bus maintenance, fleet defect analyses, bus import, fire and accident investigations, etc. Under Mr. Pigman's direction the firm has assisted bus operating companies with investigations into structural problems in buses, performance defects, bus fires, bus accidents, warranty claims, bus manufacturing oversight, etc.

(1979 - 1990) National Transit Services (NTS)
President

Mr. Pigman was the founder and Chief Executive Officer of National Transit Services, Inc. until the sale of the company in February 1990. In this capacity he first developed an extensive transit consulting practice offering services in route/schedule analyses, labor-management conflicts including labor contract negotiations, grant preparation and management, marketing programs, risk management plans, finance referenda and many other support programs for transit managers and boards of directors.

As the firm grew, Mr. Pigman developed NTS into a major player in direct contract management. The role of the firm shifted from one of pure advice giving to actual operations. This involved fleet acquisitions, garage design and operations, labor management, finance, grants, comprehensive service plans, referendum management, FTA relations and long range planning. When the movement towards transit privatization began to take root, NTS developed a significant share of the market. At its peak, prior to the sale of the company, NTS owned or managed over 2,000 buses and operated transit systems in 18 cities throughout the U.S.

Mr. Pigman was also the lead consultant advisor to Chase Manhattan Bank on a bankruptcy case of a major railcar/bus remanufacturing company in New York State.

(1978 - 1979) Virginia Dept. of Highways & Transportation
Director, Public Transportation Division

Mr. Pigman served as the State of Virginia's first Director of Public Transportation. Organized and staffed the Division. He worked directly with the Governor, the Secretary of Transportation, the State Legislature, and the Commissioner of Highways and Transportation to create policies and laws on public transportation for the State of Virginia. Mr. Pigman directed a comprehensive financial analysis of the impact of the Washington, D.C., Metrorail construction on the financial capabilities and credit ratings of local governments in Northern Virginia. In addition, he directed various studies and review of new rail rapid transit services into Vir-



ginia including the major airports and he directed a comprehensive study of insurance programs for all publicly operated transit systems in Virginia. Established the state's first transit demonstration grant program. Mr. Pigman also served as the State's voting member on the following transit boards: Northern Virginia Transportation Commission (Washington, D.C.); Tidewater Transportation District Commission (Norfolk area); Peninsula Transportation District Commission (Newport News area).

**(1976 - 1978) Illinois Department of Transportation,
Division of Public Transportation**

Chief of Technical Studies and Program Development

As Chief of Technical Studies, Mr. Pigman supervised staff and consultant involved in technical and financial analyses of public transportation systems that were funded by the State of Illinois, directed a comprehensive audit of bus systems operated in Illinois by the Bi-State Development Authority (St. Louis), directed a comprehensive restructuring of the routes and schedules of the Springfield, Illinois bus system, and directed a comprehensive risk analysis of vehicle insurance programs for all bus systems except those in Chicago. In addition, he directed staff and consultant studies of proposed extensions of Chicago Transit Authority rail rapid transit services to Chicago's O'Hare Airport and of new subway service beneath Franklin Street in downtown Chicago. He also initiated target group marketing effort aimed at two selected public transportation corridors in Peoria, Illinois.

(1974 - 1976) DeLeuw, Cather & Co.

Project Manager, Technical Studies

Mr. Pigman served as Project Manager for public transit studies, management audits and transit development programs including the following projects: Des Moines, Iowa Transit Study; Freeport, Illinois – Preparation of a Transit Development Program; Danville, Illinois Transit Feasibility Study; Northwest suburban Mass Transit District (Chicago); North Suburban Mass Transit District (Chicago) Transit Plan.

(1973 - 1974) Champaign – Urbana Mass Transit District

Trustee

As one of five Trustees for MTD, Mr. Pigman had the responsibility for overseeing the management and financing of a joint city/university bus system operating in the cities of Champaign-Urbana and on the University of Illinois campus.

EDUCATION

1976	University of Illinois, Ph.D.
1968	University of Georgia, M.A.
1966	University of Georgia, A.B.



PAUL GERMO

Quality Assurance Project Manager

PROFESSIONAL EXPERIENCE

2007 to Present) TRC Engineering Services, LLC
Quality Assurance Project Manager

Mr. Germo recently joined TRC as Manager of Quality Assurance. He oversees resident inspections on TRC's contracts with public transit agencies who are in the process of purchasing new bus rolling stock.

Mr. Germo has had a long career in bus quality assurance in manufacturing settings. He has provided Q/A inspections on many larger bus production orders for major transit systems in the US and Canada.

The following is a partial list of transit systems where Mr. Germo carried out bus in-plant Q/A inspections or served as a bus manufacturing consultant.

- New York City, NY
- Baltimore, MD
- MBTA - Boston, MA
- MTS - San Diego, CA
- BC Transit - British Columbia, Canada
- Las Vegas, NV
- Pittsburg, PA
- Nashville, TN
- GCC - Galveston, TX
- St. Cloud, MN
- Long Beach, CA
- Met Council - Minneapolis, MN
- Met Council - Maple Grove, MN
- AC Transit - Alameda, CA
- Tempe, AZ
- Mesa, AZ
- UMASS - PVTA - Springfield, MA
- Lethbride, AB (Canada)
- Champaign - Urbana, IL
- Seattle - Kings County, WA
- Stamford, CT
- New Haven, CT
- Bridgeport, CT
- West Palm Beach Transit, West Palm Beach, FL
- Milwaukee, WI



Paul's work scope has included the following work elements.

Advise and direct a complex group of employees, while motivating individuals within the group, towards common goals and desired outcome with quantifiable results.

- On a daily basis, interface with C-Suite executive leadership, engineers, quality assurance technicians, assembly workers, management, transit executives, and city officials.
- Monitor quality and direct all personnel and activities involved in the process of creating buses on behalf of the Transit Authority client.
- Initiate Specification Analysis pertaining to the client's requirements, making recommendations as needed, based on my experience and firsthand knowledge of the manufacturing process and available product range.
- Build and maintain an extensively broad base of relationships with-in the North American Bus industry.
- Consult with and advise both the bus manufacturer and transit authorities on multimillion dollar orders.
- Draft reports and tracking matrix which serve as a permanent record of the production activity, as required verification for FTA triennial reviews
- My position requires great attention to detail, solid work ethic, a strong sense of confidence, and the ability to structure time and schedules efficiently.

(2006 - 2008) Dutton's Valley Gallery
Sales & Marketing Manager

- Took an entrepreneurial ownership role so as to have a vested interest in companies success
- Analyzed multi-year declining sales trend with the existing customer base and product offering.
- Identified root causes as ineffective marketing and sales management and lack of attention to competitive activities.
- Focused on brand weaknesses; revised corporate identity and created new collateral support materials.
- Identified a new customer market segment that was compatible with existing business capabilities, expertise and physical capacity.
- Identified and implemented strategies to regain lost business in the existing market segment and develop business in the new market segment.
- Designed services and products with a modernized appeal, creative content, and enhanced aesthetics tailored to customer preferences.
- Expanded the client base by telemarketing, personal visits and distribution of printed marketing materials.
- **Increased company sales revenue by 20% within 18 months.**

(1998 - 2006) Johnson Anderson & Associates
4 Color Press Supervisor/Assistant Shift Supervisor

- Primary responsibility was to lead a team operating the hi-tech 4 color sheet-fed department.
- Utilized an in-depth knowledge of color theory, graphics and printing technology.
- Ability to successfully interface with artists; graphic designers; sales reps; print brokers; PR people; and managers.
- A very strong ability to communicate in writing and verbally was required



- Supervised, trained and motivated team members
- Successfully navigated a fast paced environment with tight deadlines and very high quality standards.

EDUCATION

Bethany Global University, Bloomington, Minnesota
Associate of Cross Cultural Communications

New York Institute of Photography, New York, New York
Photography Degree - Professional Photography

New York Institute of Photography, New York, New York
Automotive Parts Management

SAIT Polytechnic, Calgary, Canada



MIKE COOK

Resident Inspector, Eldorado National

SUMMARY

Mr. Cook has been with American Transit Works (ATW), an affiliate company of TRC, since 2009 as Production Manager. In addition to his ATW experience, he has over 22 years of experience working in bus manufacturing at the Neoplan USA factory in Lamar, Colorado.

PROFESSIONAL EXPERIENCE

(2009 - Present) TRC Engineering Services, LLC
Manager

- Evaluates buses selected for remanufacturing to develop required work scope and estimated cost to remanufacturer
- Evaluates collision damaged buses to determine required scope of work and estimated cost of repair
- Develops re-manufacturing specifications on transit and highway buses
- Directs material purchasing for bus wreck and rehab projects
- Oversees production work in carrying out bus overhaul and wreck repair projects, including bus teardown, reassembly and testing

(2003 - 2009) C & F Engineering
Welder/Fabricator

- Weldment, fabrication and production of engine cradle weldments
- Actual upper/lower torque rod weldments
- Operated C&C pattern torch

(2003) JR Customs
Contracts Manager

(1981 - 2003) Neoplan USA
Production Supervisor

Production Supervisor

- Supervision of Manpower
Performance evaluations, man hours per unit, discipline, efficiency, setup of equipment and maintenance, interview of potential employees, develop skill sets, set advancement levels, customer acceptance, QA
- Training
In-house weld certifications / Qualification Safety Training
Job Operations / Job Request Training Operation of Equipment
- Inventory
Storage of raw mat, cycle counts, BOM review, bin locations, working with pur



chasing, vendor sourcing / cost analysis

- **Equipment Used**
2 and 5-ton overhead crane, CNC and Manual 16" miter saw, band saw horizontal and vertical, Koike CNC and manual shape cutter, 60-ton iron worker, shear press brake, fork lifts

Pre-Production Supervisor

- Work with engineering to develop new models
- Test fit bus components/engine/transmission/axle/develop, design and buildup of weld fixtures for frame component
- Review building specification order
- Develop required manufacturing

EDUCATION

2 Year Construction Trade Certification

Lamar College

2 Year Welding Trade Certification

2 Year Certificate of Weld Training

PROFESSIONAL DEVELOPMENT

Various supervisor & teamwork training

ISO 9000

16-hour internal audit course (1997)

Styeline Training

Information system

Safety Training

Allianz Supervisor Safety Training Program

Welding Certification Training

Speaks Spanish as a second language



WALLACE NORTHROP

Resident Inspector, Champion Bus

SUMMARY

Mr. Northrop has 32 years of experience in the manufacture, restoration, and upgrading process of transit buses and recreational vehicles. He has been self-employed in the business for 29 years. He has been inspecting buses on the production line for various companies since November 2005.

PROFESSIONAL EXPERIENCE

(2006 - Present) TRC Engineering Services, LLC
Resident Inspector

Quality Assurance resident inspector assigned to Imlay City, Michigan. Responsible for all aspects of the new bus production inspection as required by client specifications and the safety requirements of both Federal and State governments. His most recent inspection service for Transit Resource Center included vehicle inspections for Montgomery County, Maryland.

(2005 - Present) Self-Employed

Production line inspection for various companies since November, 2005 on an as needed basis.

(1977 - 2005) Self-Employed

Provided contract labor for numerous clients in the manufacture, restoration, and upgrading process of transit busses and recreational vehicles.

Some of these clients are:

- ABC Companies
- NJ Transit
- Citibus
- Lasseter Bus & Mobility
- Montclair State University



ROBIN THOMPSON

Buy America Analyst

PROFESSIONAL EXPERIENCE

(2006 - Present) TRC Engineering Services, LLC
Buy America Analyst

Robin Thompson has been a Buy America Analyst for TRC for the past 10 years and has performed hundreds of Pre-Award and Post Delivery Buy America Audits in compliance with Federal Transit Administration (FTA) regulations governing audits of transit rolling stock purchases as detailed in 49 CFR Part 663. A sample list of Buy America Audits she has performed can be found below:

- Berks Area Reading Transportation Authority
- Birmingham-Jefferson County Transp. Authority
- Bloomington-Normal Public Transit System
- Brockton Area Transit
- Butte County Association of Governments
- Cape Cod Regional Transit
- Capital District Transit Authority
- Capital Area Transit
- City of Gainesville
- City of Glendale
- City of Vallejo
- City of Visalia
- Collier Area Transit
- Cooperative Alliance for Seacoast
- ConnDOT
- Crawford Area Transportation Authority
- Delaware Transportation Corporation
- Des Moines Area Regional Transit
- Durham Area Transit
- Greater New Haven Transit District
- Hampton Roads Transit
- Hillsborough Area Regional Transit
- Illinois DOT
- Jacksonville Transit Authority
- Lee County Transit
- Long Beach Transit
- Lynx - Central Florida Regional Transportation Authority
- Maine DOT
- Memphis Area Transit Authority



- Metro Mobility
- Metro Transit
- Miami-Dade County
- New Orleans Regional Transit Authority
- OmniTrans
- Orange County Transportation Authority
- PalmTran
- Pinellas-Suncoast Transit Authority
- Red Rose Transit
- River Valley Transit
- SamTrans
- Sarasota County Area Transit
- Southeastern Regional Transit Authority
- StarMetro
- Tompkins Consolidated Area Transit
- Triangle Transit Authority
- Tulsa Transit
- Washington Metropolitan Area Transit
- Westchester County DOT

In addition to her Buy America responsibilities, other primary responsibilities include:

- Maintenance audit data entry and report writing for bus transit analysis
- Proposal production

(2004 – 2006) **RDG DataCorp**
Administrative Support

Administrative support aimed toward meeting small business needs

(1977 – 1987) **The Charlotte Observer**
Administrative Assistant to Circulation Manager

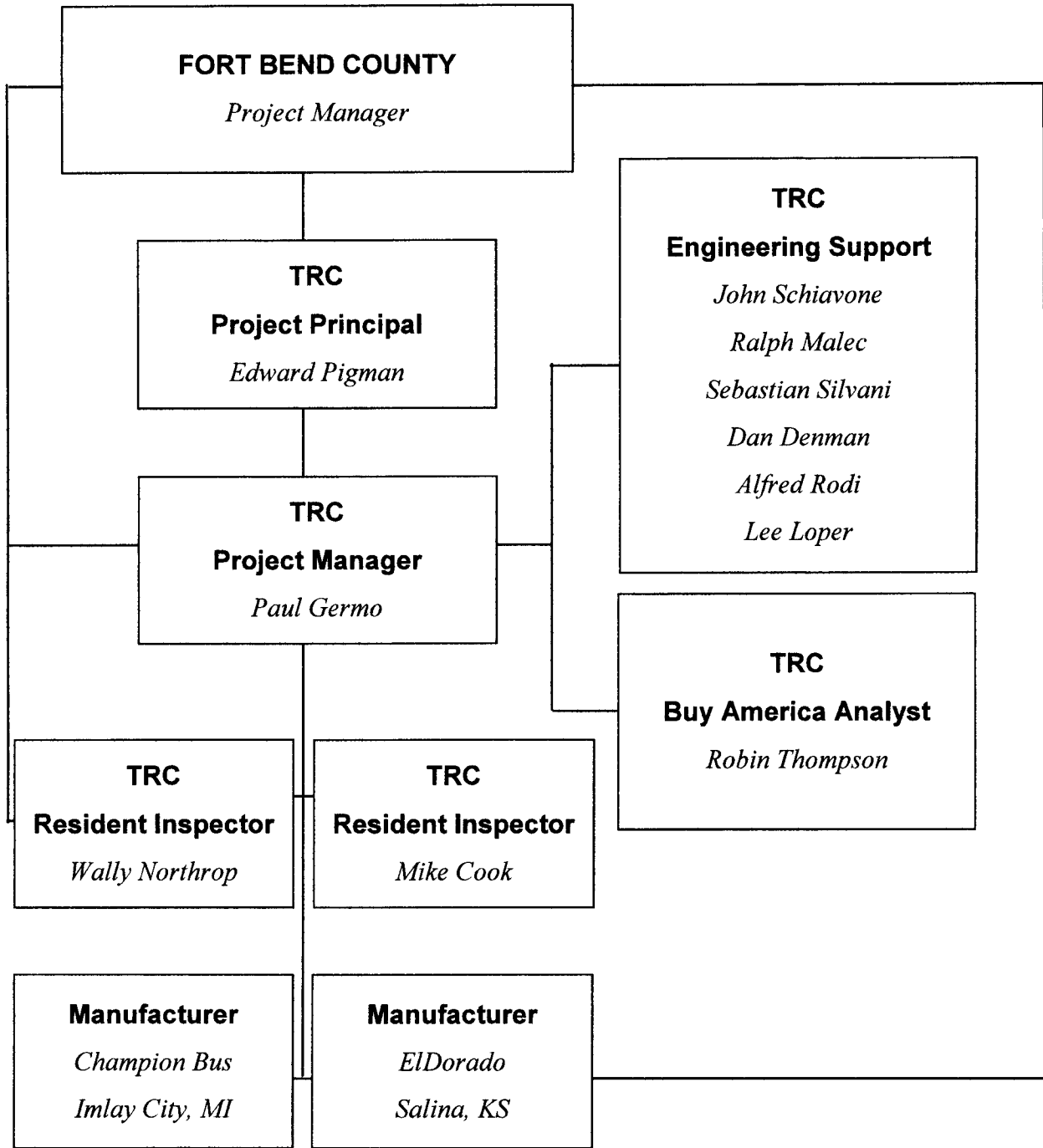
- Ten years experience as administrative assistant
- Responsible for monthly corporate reporting
- Responsible for personal customer service responses
- Involved in budget processes
- Inventoried and ordered print products associated with the main product
- Responsible for overall inventory control
- Handled all interactions with departmental managers and other department heads
- Handled transcription and dictation for all department heads

EDUCATION/TRAINING

Western Carolina University
 B.S. in Business Administration



PROJECT ORGANIZATION CHART



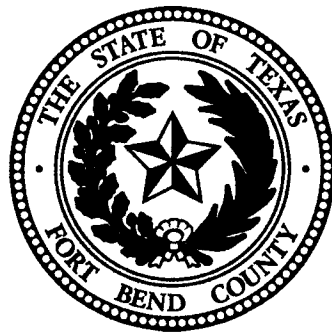
STAFFING COMMITMENT

It is TRC's intent to use all proposed personnel for Fort Bend County's inspection projects. However, because of bus build scheduling, possible changes in the scheduling, and outstanding bid results for other inspection projects at the same facility, or situations beyond our control, this exact project manager and inspector is not 100% guaranteed. In this event, TRC will replace with an equally qualified inspector, with prior written approval from Fort Bend.



SECTION 3

Technical Approach



Section 3

Technical Approach

TRC has prepared the following Technical Approach in response to Fort Bend County's formal solicitation (BID 19-070), entitled Term Contract for Pre-Award, Post-Delivery, and Bus Inspection Services:

TASK 1: PRE-AWARD BUY AMERICA AUDIT

TRC routinely performs Pre-Award Buy America audits in compliance with Federal Transit Administration (FTA) regulations governing audits of transit rolling stock purchases as detailed in 49 CFR Part 663. TRC will use our experience in this field to conduct satisfactory audits for our clients. FBCPT will notify TRC by writing when a Pre-Award is needed.

The FTA requires that purchasers of new transit buses funded by federal programs must prepare a Buy America Pre-Award Audit of the bus manufacturer selected for contract award. The purpose of this Pre-Award Audit is to determine whether the manufacturer is capable of building the specified bus, and whether the manufacturer has a certifiable plan for meeting FTA Buy America requirements for final assembly and the use of domestic contents. The pre-award audit will be divided into three parts:

1. Buy America Certification
2. Purchaser's Requirements Certification
3. Federal Motor Vehicle Safety Standards (FMVSS) Certification

1.1. Buy America Certification

TRC will generally (except in the event of an FTA waiver) verify the buses will contain a minimum of 70 percent domestic products by cost, and assure that final assembly of the buses will take place in the United States.

TRC will review the Buy America information that the bus manufacturer must provide for the pre-award review. The manufacturer's information will include a listing of the bus components and subcomponents that will be used to calculate the percent domestic content, the proposed location where activities will take place during final assembly, and the total proposed cost of final assembly.

Each component and subcomponent on the list will be identified by manufacturer, country of origin, and cost in either a dollar or percentage format. The list will identify the domestic subcomponents for major components.



TRC will review the manufacturer's list of component and subcomponent parts to verify that a minimum of 70 percent of the total bus components, by cost, contain domestic products. The manufacturer's domestic subcomponents list for major components will include those components used in the content calculation, such as engines, transmissions, and wheelchair lifts.

TRC will confirm that the manufacturer's final assembly will be done only within the U.S. TRC will review the list of final assembly activities, such as welding, subassembly activities, component installation and painting to ensure that activities at the assembly location qualify as final assembly.

TRC will complete a pre-award Buy America compliance certification to be kept on file for future FTA reviews.

1.2. The Purchaser's Requirements Certification

TRC will assist our clients in verifying that the bus manufacturer's bid specifications are in compliance with the agency's solicitation specifications. TRC will review solicitation specifications, bid specifications, and the agency's approval of any approved equals. The bus manufacturer's qualifications, such as quality control measures will also be reviewed.

TRC will prepare a pre-award purchaser's requirements certification which the agency must execute and keep on file for future FTA reviews.

1.3. Federal Motor Vehicle Safety Standards (FMVSS) Certification

In order to comply with the FMVSS certification, TRC will obtain either a letter from the manufacturer stating the certification information will be provided on the FMVSS vehicle sticker, or a letter from the bus manufacturer stating that the buses are not subject to FMVSS. All buses subject to FMVSS must comply with the FMVSS regulations.

TRC will inspect the FMVSS self-certification sticker information produced by the manufacturer. In addition, the inspector will complete a pre-award FMVSS compliance certification and verify that it is being kept on file for future FTA reviews.

1.4 Prepare Buy America Pre-Award Report

Reports shall be submitted to the agency in the following manner: Two (2) hard copies of reports shall be submitted. Reports shall contain a minimum of the following:

- **Introduction:** shall contain Buy America background and discussion of requirements, including any recent changes.
- **Signature Pages:** inspection firm's certification, Purchaser's Buy America certification, Purchaser's FMVSS certification.
- **Methodology:** shall contain discussion of how the audit was conducted.



- **Certification:** shall contain any necessary discussion about the vehicle and its compliance details, including a table of major components and subcomponents with compliance percentages.
- **Final Assembly:** discussion and cost of final assembly process.
- **FMVSS:** manufacturer approvals and certifications.

TASK 2: PRE-PRODUCTION ACTIVITIES

Before production starts on Fort Bend's buses, TRC's Resident Inspector will attend a pre-production meeting with representatives from the Fort Bend Transit System and the manufacturer to review all preparations for the project startup. This will include conducting a thorough review of Fort Bend's bus specifications, salient characteristics and manufacturer or O.E.M. related specs, approved equals, subsequent engineering changes, and all notes and communications with the manufacturer on technical issues.

Although TRC has extensive resident inspection services experience with numerous bus manufacturers, including Champion Bus (Imlay City, MI) and EIDorado National (Salina, KS). TRC's Chief Resident Inspector will review the manufacturing procedures with specific attention to Fort Bend's build specifications. TRC will meet with the manufacture's Production Manager to identify and inspect all major components and sub-assemblies intended for use on Fort Bend's buses.

TASK 3: REVIEW INTERNAL QUALITY CONTROL

The manufacturer must have a fully documented Quality Control Program in place prior to the start of production work on Fort Bend buses. TRC will review the manufacturer's internal Quality Control Program at the outset of the project to ensure that the program is complete, that it has been fully activated, and that it is being consistently and continually maintained. Throughout the production period, our Chief Resident Inspector will conduct random checks of the manufacturer's plant to verify that the Quality Control system is fully functional starting in the material receiving department, sub-component shops, assembly floor, the production line, final finish, and shipping. TRC will record the findings from these audits on an Internal Audit Form, and report the findings to Fort Bend.

Upon completion of the production of each unit and conditional acceptance by the Chief Resident Inspector, each vehicle will be given a final review for compliance with contract specifications. Any discrepancies or defective items discovered will be called to the attention of the manufacturer's Quality Assurance Representative. These deficiencies will be corrected on each vehicle before sign-off, and the information will be documented in a final report to Fort Bend.

TASK 4: CONFIGURATION AUDIT

The first bus (or pilot bus if one is required by FBCPT) sets up the template for the entire production run and serves as the model for Quality Control inspectors to use during serial



production activities. It is critical that the FBCPT project leaders and the TRC inspection team work closely together during the assembly of the FBCPT's first article bus to ensure that it is correct and capable of acting as the template for the complete order.

During production of the first article bus, TRC will conduct a comprehensive configuration audit including testing and measuring all dimensions and operations of the bus to determine if it meets the FBCPT's static and functional specifications. This configuration audit will be fully documented by TRC, and a compliance report will be prepared for the FBCPT at the conclusion of the build. TRC will work closely with the bus manufacturer and the FBCPT to bring about corrections to all deficiencies and non-compliant designs prior to the commencement of the remaining production buses.

TASK 5: INSPECTION OF BUS PRODUCTION

We will assign full-time, exclusive, Resident Inspectors to monitor all phases of production, testing, and pre-delivery activities at Champion Bus and EIDorado National. Our Inspectors will have available a checklist of items, all specifications, and contract documents enabling them to conduct a comprehensive configuration audit on the buses. Upon completion of the production of each unit and conditional acceptance by the Resident Inspectors, each vehicle will be given a final review for compliance with contract specifications.

Any discrepancies or defective items discovered will be called to the attention of the manufacturer's Quality Assurance Representative. These deficiencies will be corrected on each vehicle and the information will be documented in a final report to Fort Bend. While the vehicle is being assembled, the Resident Inspectors will ensure that technical documentation exists for each step of the build process. This documentation is essential if Fort Bend should need to investigate how a particular harness was installed or research other aspects of the manufacturing process after the vehicle has been assembled.

To ensure compliance with FBCPT requirements set forth in the formal solicitation, TRC's inspections will include the following elements, at a minimum:

- Monitor and evaluate critical buildup of body and chassis components, including sidewalls, floor and roof structures
- Visually verify proper joining of the sidewall, roof and floor structures
- Visually verify proper assembly and attachment of all body components
- Visually identify and verify repair of any air and/or fluid leaks
- Evaluate routing and dressing lines, hoses and wiring and their protection from abrasion and sharp edges and installation or required support
- Visually and functionally ensure the integrity of electrical circuits and terminals in application and installation
- Verify uniformity of components, installation of components, and alignment of components



- Verify critical adjustment of steering, steering column and tilt mechanism, slack adjusters, door operations, fan shroud clearances, and belt tensions
- Visually inspect the alignment of access doors and hinges, floor covering, interior, and exterior panels and moldings
- Inspect for proper thickness type and adhesion of primers, paints and all coatings
- Visually verify proper alignment and installation of engine mounting, suspension members and axle mountings

TASK 6: PRODUCTION MEETINGS/OPEN ISSUES

Resolving issues that arise during the manufacturing process is a strong point in the TRC Inspection System. The Resident Inspector's primary goal is to have the manufacturer correct each production fault in order to comply with quality standards and specification requirements. Each fault that has not been corrected by week's end is placed on a Pending Points List. That list, described in greater detail below, numbers each issue identified and keeps an accurate accounting of each issue, which remains "open" until it has been resolved to the satisfaction of the Inspector. In those cases where the manufacturer refuses to correct a noted deficiency, the TRC Project Manager will intervene. If that proves unsuccessful, Fort Bend will be notified and a decision made to either allow the deficiency or to correct it. Once a satisfactory determination is made on each issue, the point is "closed" with an explanation of how it was resolved and the date of resolution. To assist both the Project Manager and Fort Bend, digital photographs will be sent via e-mail to help visualize the issue and assist with making a determination. Additionally, all project information will be posted on TRC's new internet project tracking system (detailed information to follow).

Upon completion of the production of each unit, and conditional acceptance by the Inspector, each vehicle will be given a final review for compliance with Fort Bend's contract specifications. Any discrepancies or defective items discovered will be called to the attention of the manufacturer's Quality Assurance Representative. These deficiencies will be corrected on each vehicle, and the information will be documented in a final report to Fort Bend.

TASK 7: POST-DELIVERY BUY AMERICA AUDITS

After the completion of post-delivery inspections and conditional acceptance testing of Fort Bend's vehicles, TRC will prepare a Post-Delivery Buy America Audit report for the bus order. The Post-Delivery Buy America Audit report will be distributed to Fort Bend following the receipt of all Buy America reporting materials from the manufacturer and production of the last bus that has been accepted and delivered to Fort Bend. The Post-Delivery Buy America Audit will verify that:

- The vehicles built and sold to Fort Bend are the same as specified in the procurement documents
- Final assembly of the vehicles was carried out in the U.S. in compliance with Buy-America requirements



- A minimum of 70% of the component and sub-component parts of the vehicles were purchased from domestic U.S. sources
- The bus manufacturer has a current FMVSS certification on file for the model bus
- A resident inspector was on site during manufacture of the buses.

The report will also include an initialed and dated copy of Fort Bend's Technical Specifications checklist. We will also prepare for Fort Bend's signature on the Purchaser's Requirements Certification to be kept on file for future FTA audits.

TRC's methodology for conducting the Post-Delivery Audit is to verify that each bus meets Fort Bend's unique specifications, and that the materials used during production are the same as those proposed during the Pre-Award Audit, or that an acceptable substitute was used. The Post-Delivery Audit report is prepared once the last bus has been completed by the bus manufacturer. We then obtain from the manufacturer, the actual bill of materials and invoices from suppliers used throughout the entire project. We propose to deliver the Post-Delivery Audit upon the completion of the last bus in the order, and as soon as the manufacturer releases the necessary records that must be included in the Buy America Audit.

Buy America Final Report

The Post-Delivery Buy America Final Report shall be submitted to Fort Bend in the following manner: One (1) hard copy of the report shall be submitted. Reports shall contain a minimum of the following:

- **Introduction:** Buy America background and discussion of requirements, including any recent changes and discussion relating to comparison with the Pre-Award audit.
- **Signature Pages:** Auditor's certification, Inspector's certification, purchaser's Buy America certification, Purchaser's FMVSS certification, manufacturer's FMVSS approvals and certifications.
- **Methodology:** Discussion of how the audit was conducted.
- **Certification:** A necessary discussion about the vehicle and its compliance details, including a table of major components and subcomponents with compliance percentages.
- **Inspection:** A discussion of all visual inspections during the production; contain any inspector's notes, emails and any issues discovered during production
- **Manufacturer/Supplier:** Buy America certification with complete vehicle parts listing and compliance percentages.
- **Final Assembly:** Discussion and cost of final assembly process and a final configuration audit with regards to purchaser specifications.



TASK 8: POST-DELIVERY/FINAL ACCEPTANCE INSPECTIONS

As outlined in the formal solicitation, TRC will work with FBCPT's Operations Supervisor and Operations Manager and provide solutions for production line problems, furnish engineering expertise for alternate design configuration, will conduct testing and/or as required by FBCPT, will produce written reports of the final condition of each vehicle at delivery.

TRC's final acceptance testing will include, at a minimum, the following:

- First and last article configuration audit
- Visual and measured inspection of all vehicles
- Verification of stainless steel materials used
- Verification of welder's certification for materials in use
- Water test of all vehicles
- Road test of all vehicles
- Certified weight for all vehicles
- Brake test for all vehicles
- Function test for all vehicles

TASK 9: COMMUNICATIONS AND REPORTS

Communications:

The Inspector assigned to Fort Bend's project will be equipped with a cell phone, laptop computer with MS Word and Excel, an internet e-mail address, and a high-resolution digital camera to record the manufacturing process.

Daily project updates, digital photos, and notes will be sent via e-mail to the TRC Project Manager who in turn will post all of these items electronically to the new TRC Client Project Tracking System. TRC's Project Tracking System is then accessed by Fort Bend's Project Manager using a secure registered login and password. Fort Bend will have immediate and convenient total project access anytime, anywhere. In addition, the Resident Inspector will make telephone communications from the factory to Fort Bend's Project Manager as needed on a daily basis.

Program Deliverables – Written Reports Posted Electronically

As part of TRC's Quality Assurance Program for Fort Bend, an accurate, historical record will be provided for each vehicle. We will highlight specific problems observed and encountered, and their disposition in the following written progress reports. These reports will be posted on TRC's project website as described in the following pages.

Weekly Report: TRC will produce a weekly report, which will be provided to Fort Bend's Project Manager on days specified by Fort Bend. This report will consist of: 1) Weekly Report; 2) Photo Report. The Bi-Weekly Report is divided into three (3) separate sections:



1. **General Overview Of Activities** – Provides an Executive Summary of all activities that took place during the previous week. It is intended to give the reader a snapshot look of the overall production activities, including any issues that arose during the preceding week, how the issues were addressed, any production delays, and a summary of bus production.
2. **Production Status** – Provides a detailed look into each bus in production, including where each bus stands in the production process, status of function, road and water tests, final inspection status, reworks undertaken after initial final inspection, vehicle release status, and vehicle delivery status.
3. **Inspection Activities** – Includes any notes related to the inspection activity of which Fort Bend should be aware. These activities typically include any actions taken by the bus manufacturer as a result of intervention by the TRC inspection process. For example, if TRC's Inspector noted that undercoating was not applied in certain areas and the bus manufacturer applied additional undercoating as a result, that action would be noted.

Photo Report

The final portion of the three-part report. This report includes a series of photographs to help Fort Bend visualize the production status, any open issue defects awaiting resolution, alternative equipment or configurations being proposed by the bus builder, and/or any other area where a photograph would be helpful to Fort Bend.

Weekly Phone Calls

TRC will contact Fort Bend's Project Manager (or other designated representative) at least once per week to discuss the status of any unresolved production issues and other updates or information to be relayed to Fort Bend. As mentioned previously, TRC will also provide specific reports as requested by Fort Bend and outlined in the last section.

REQUEST AND VERIFICATION PROCESS OF BUY AMERICA 70% CONTENT

Request for Buy America Materials

The Buy America analyst requests the Buy America documents needed to complete the Pre-Award Buy America Audit from the bus manufacturer prior to the recipient entering a formal contract with the bus manufacturer. The review period should begin after the recipient issues the solicitation and should end prior to the recipient signing a formal contract with the selected manufacturer.

The Post-Delivery Buy America documents are requested from the bus manufacturer at the completion of the bus build but before the buses are put into service.

Domestic Content

The bus manufacturer provides the analyst with a listing of the bus components and subcomponents that are used to calculate the percentage of domestic content. A minimum of



70% US content is required in order for the bus to be Buy America compliant. The bus manufacturer also provides Buy America Certifications for each supplier on the list. Each Buy America Certification is reviewed by the analyst to confirm that (1) the component/subcomponent is a minimum of 70% US content, (2) the location of final assembly is within the United States and that the city & state of the location of final assembly is listed on the Buy America Certification, (3) the Buy America Certification is current (within a year of the current date), and (4) Buy America Certification contains an authorized signature.

Final Assembly Activities and Location of Final Assembly

The bus manufacturer provides the analyst with documentation listing the location of final assembly and the specific final assembly activities. The analyst reviews this documentation to confirm that final assembly location is within the United States and that the city and state of final assembly is listed on the documentation. The analyst also reviews the documentation to confirm that the final assembly activities required by the FTA (which are as follow) have been met, or in the case of a pre-award audit plans to comply with the required final assembly activities:

- Installation and interconnection of the engine, transmission, axles, including the cooling and braking systems
- Installation and interconnection of the heating and air conditioning equipment
- Installation of pneumatic and electrical systems, door systems, passenger seats passenger grab rails, destination signs, wheelchair lifts
- Road testing, final inspection, repairs and preparation of the vehicles for delivery



TRC'S INSTANT WEB-BASED PHOTO AND REPORTING SYSTEM

In December 2010, TRC implemented a project management system for our customers to use to view photos, videos and reports. We currently have all our customers up and running on this new system, which has been met with rave reviews.



FILM STRIP VIEW FOR MULTIPLE PHOTOS



ENLARGE OR SHRINK PICTURES TO VIEW DETAILS

Weekly Inspection Summary Report

To:
 Urban Entry: 01/14/11
 Agency:
 Manufacturer:
 Inspector:

Stage of Production:

Property	Unit#	Location	Note
		Weld - Line 8	
		Final Welding Prep For Sandblasting	
		Chassis - Line 2 (ready for axle and engine)	
		Paint - Line	
		Final Assembly - Line 3	
503054		Final line work being performed	
503055		Final line work being performed	
503054		Engine survey and roller equipment being installed	
503053		Engine survey and roller equipment being installed	
503052		Defects being worked on	
503051		Defects being worked on	
503050		Completed	
503049		Completed	
503048		Completed	
503047		Completed	
503046		Completed	
		Shipped	

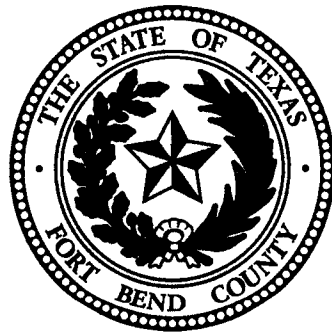
Note: 5 units now complete. We have a hold on the release for shipment of these units until final action on the final welding and location for the emergency door has been taken.

- View and Download Photos and Documents as soon as they are available.
- Access from any computer or mobile phone. Available 24/7.
- Our inspectors take the time to describe what you are seeing in each photo.
- Clients do not need any special accounts. Clients are emailed a secure link and password to view their reports and pictures. This is your permanent password.



SECTION 4

Pricing



Section 4

Pricing

TRC's price for Bus Inspection, Pre-Award and Post-Delivery Buy America Audit Services are outlined on the pricing form provided in the RFP.

IMPORTANT INFORMATION ON BUY AMERICA

Effective March 21, 2017, the Federal Transit Administration implemented **new regulations for conducting Buy America Audits**. These regulations require a much deeper level of investigation than previously required, and many manufacturers will no longer ship records off-site to auditors' offices. Because of this, TRC's Costs has increased due to travel costs and labor to comply with the FTA's new regulations.

TRC advises clients to make sure that all bidders provide assurance that they are prepared to conduct your Buy America Audits in accordance with the new FTA regulations.



- 12.1 Pre-Award Buy America Audits
Price per hour \$55.00
- 12.2 Inspection Services
Price per hour \$74.63
- 12.3 Post-Delivery Buy America Audit Services
Price per hour \$55.00

13.0 REQUIRED FORMS WITH BID RESPONSE:

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

- 13.1 Required Proof of Insurance, as stated in Section 6.0.
- 13.2 Vendor Form
- 13.3 W9 Form
- 13.4 Tax Form/Debt/Residence Certification
- 13.5 No Bid Questionnaire
- 13.6 Attachment A: Certification of Restrictions on Lobbying
- 13.7 Attachment B: Certification Regarding Government-Wide Debarment and Suspension (Nonprocurement)
- 13.8 Attachment C: Disclosure of Lobbying Activities
- 13.9 Attachment D: Intent to Perform as a DBE Contractor/DBE Subcontractor
- 13.10 Attachment E: Subcontractor Participation
- 13.11 Attachment F: PTN 130
The following sections of PTN 130 are not applicable to this solicitation and therefore DO NOT need to be completed:
 - Section I.V – Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)
 - Section I.X – Altoona Test Certification
 - Section I.Y – Federal Motor Vehicle Safety Standards (FMVSS) certification
 - Section I.Z – Buy America
 - Addendum A, B, and C

Initials of Bidder: _____



Consolidated Certification Form

Form PTN-130
(Rev. 4/19)
Page 1 of 7**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's current fiscal year Certifications and Assurances (for fiscal year: 2019), and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

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. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and 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:

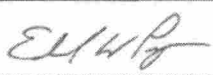
1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, 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 TRC Engineering Services, LLC	Printed Name of Person Completing Form Edward W. Pigman, President
Date June 10, 2019	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 TRC Engineering Services, LLC	Address 2200 Winter Springs Blvd., Suite 106-344, Oviedo, FL 32765
Telephone 407.977.4500	Printed Name of Person Completing Form Edward W. Pigman, President
Date June 10, 2019	Signature 
Description of Commodity or Service Professional/Technical Consulting Services; Bus Engineering & Maintenance Consulting Services	
Disadvantaged Business Enterprise Information	Type of Organization (circle)
Is your firm a DBE? <input type="checkbox"/> (yes) <input checked="" type="checkbox"/> (no)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship
If yes, what type?	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership
	<input type="checkbox"/> Limited Proprietorship <input checked="" type="checkbox"/> Other: LLC

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: _____

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):

- 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	Printed Name of Person Completing Form
Date	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	Printed Name of Person Completing Form
Date	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

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**

Certificate Number:
2019-505949

Date Filed:
06/18/2019

Date Acknowledged:
07/02/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TRC Engineering Services, LLC
Oviedo, FL United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B19-070
Term Contract for Pre-Award, Post-Delivery, and Bus Inspection Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Edward, Pigman	Oviedo, FL 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)