

Fort Bend County Tabulation

Bid 21-099

Purchase of Driver Shields and Accessories for Fort Bend County Public Transportation

Recommendation: Low bidder meeting specifications

Description	Qty	Queen City Engineering & Design PLLC Concord, NC		BAV, Inc. dba Power Manufacturing Elkhart, IN		Armor Upfitters, LLC Katy, TX	
		Bid Price per Each	Extended Total	Bid Price per Each	Extended Total	Bid Price per Each	Extended Total
Driver Shields	52	\$ 1,927.00	\$ 100,204.00	\$ 2,646.97	\$ 137,642.44	\$ 7,500.00	\$ 390,000.00



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Queen City Engineering & Design PLLC		
Business Name (if different from legal name)			
Federal ID # or S.S. #	47-4636916	DUNS #	04-336-2343
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 6 years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	369 Corban Ave S.W.		
City/State/Zip	Concord, NC 28025		
Physical Address	same as above		
City/State/Zip			
Phone/Fax Number	Phone: 704-918-5851	Fax:	N/A
Contact Person	Ashley Carriker		
E-mail	ashley@queencityeng.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification #	Cert Date
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification #	Exp Date
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification #	
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification #	
Company's gross annual receipts	<\$500,000	\$500,000-\$4,999,999	<input checked="" type="checkbox"/>
	\$5,000,000-\$16,999,999	\$17,000,000-\$22,399,999	
	>\$22,400,000		
NAICs codes (Please enter all that apply)	332999		
Signature of Authorized Representative			
Printed Name	Ashley G Carriker		
Title	Office manager		
Date	11/5/21		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Purchase of Driver Shields and Accessories for Fort Bend County Public Transportation
BID 21-099*

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, November 16, 2021
2:00 PM (Central)

MARK ENVELOPE:

BID 21-099
Driver Shields

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

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

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

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

Requests for information must be in
writing and directed to:
Jaime Kovar
Purchasing Agent
jaim.kovar@fortbendcountytexas.gov

Vendor Responsibilities:

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

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, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid document. An authorized representative of the bidder must sign the Contract Sheet. 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 corrective 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.
- 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. Include the bid number and title on the outside of the envelope, as well as the vendor's name.
- 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 Jaime Kovar, Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: jaim.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 addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of

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questions and/or clarification is **Friday, October 29, 2021 at 10:00 AM (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.
- 1.14 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this

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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 using department unless otherwise specified in the bid. Unspecified colors shall

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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 any or all bids. In the event the lowest dollar bidder meeting specifications is not

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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 comply with all provisions of these requirements and the specifications including

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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. 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. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. 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. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first four (4) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

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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 shall be itemized and transportation charges, if any, shall be listed

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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.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and

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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 effective. Such right of termination is in addition to and not in lieu of rights of

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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 Code. Whenever the term "Uniform Commercial Code" is used it shall be

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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:

It is the intent of Fort Bend County to contract with one (1) or more vendor(s) to provide fifty-two (52) driver safety shields, mounting hardware and parts, freight/delivery, manufacturer warranty and/or labor and installation, as well as any cost associated with retrofitting each vehicle, on-site testing, on-site training, and workmanship warranty, which meet or exceed the specifications as specified herein.

The installation will be at the Fort Bend County Public Transportation (FBCPT) Facility, 3737 Bamore Road, Rosenberg, Texas 77471 and shall be conducted during off nominal transit hours to minimize the impact on daily operations.

4.0 PRE-BID CONFERENCE:

There is no pre-bid conference.

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5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 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.

6.0 HUMAN TRAFFICKING:

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

7.0 TEXAS ETHICS COMMISSION FORM 1295:

- 7.1 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.
- 7.2 On-line instructions:
 - 7.2.1 Name of governmental entity is to read: Fort Bend County.
 - 7.2.2 Identification number used by the governmental entity is: B21-099.
 - 7.2.3 Description is the title of the solicitation: Driver Shields.
- 7.3 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.

8.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses,

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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.

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all subcontractors who may have a contract to perform services under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 8.7 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 respondent providing such insurance.

9.0 FEDERAL TERMS AND CONDITIONS:

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

9.1 Access for Individuals with Disabilities (ADA Access).

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

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

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

9.2 Access to Records and Reports.

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

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

9.3 Breaches and Disputes.

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

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upon the Contractor and the Contractor shall abide by the decision.

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

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

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

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

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

9.4 Cargo Preference-Use of United States – Flag Vessels.

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

9.5 Civil Rights Requirements.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

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12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

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

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

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

9.6 Disadvantaged Business Enterprise (DBE).

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of the FAST Act (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.**

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

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

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

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

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

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

9.7 Distracted Driving.

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

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9.8 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.

9.9 Environmental Protections.

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

9.10 Notice to Third Party Participants.

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

9.11 Fly America.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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9.12 FTA Interest.

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

9.13 Government-wide Debarment and Suspension.

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

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

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

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

9.14 Incorporation of FTA Terms.

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

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9.15 No Government Obligation to Third Parties.

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

9.16 Notification to FTA.

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

9.17 Duty to Report False Claims.

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

9.18 Privacy Act.

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

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

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

9.20 Prompt Payment.

Under this contract, the prime contractor agrees to pay each subcontractor for satisfactory performance of its contract within 30 days from the receipt of each payment the prime contractor receives from the County. The prime contractor further agrees to full payment of retainage to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

9.21 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;

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

9.22 Safe Operation of Vehicles (Seat Belt).

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

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when performing any work for this Agreement.

9.23 Termination.

(a) Termination for Convenience

County may terminate the Agreement, in whole or in part, at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.

(b) Termination for Cause

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

- a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
- b. If Contractor materially breaches any of the covenants or terms and conditions set forth in the Agreement or fails to perform any of the other provisions of the Agreement or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

(2) If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County as if the contract had been terminated for convenience.

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

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(4) The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

(5) The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of another contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, and freight embargoes.

(6) In the case of delay, the Contractor shall within ten (10) days from the beginning of any delay, notify the County in writing of the causes of any delay. If, in the judgment of County, the delay is excusable, the time for completing the work shall be extended. The judgment of County shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of the Agreement.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

9.24 Change Orders.

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

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

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

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

9.25 Child Support.

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.


Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

9.26 Debt to State.

The State of Texas shall not be responsible for the debts of the Contractor or Subcontractor.

9.27 Required Assurance.

The Contractor and any Sub-contractors shall not discriminate on the basis of race, color, religion, national origin, or sex (including gender identity), disability, or age in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as non-responsible.

Initials of Bidder: 

9.28 Federal Tax Liability.

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

9.29 Domestic Preferences for Procurements.


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

10.0 SPECIFICATIONS:

10.1 The bus operator's area will be isolated from passengers by a protective safety shield. The driver safety shield shall be a minimum of 48 inches tall and 42 inches long, customized for maximum protection per vehicle type listed in **Table 1**. The driver shield shall be constructed of polycarbonate 1/2 inch thick impact-resistant construction or approved equal. Any proposed equivalent product must be submitted in writing utilizing **Exhibit I**. Request for change/approved equal. The driver safety shield will allow 80% of light to pass through the safety shield. In addition, it will comply with AS2/AS4 visibility and block 99% UV. The driver safety shield shall have anti-glare protection from the reflection of sun-light and motor vehicle lighting during day time and night time operation. The safety shield material shall be shatterproof in accordance with ANSI Z26.1 -- Safety Glazing Materials for Motor Vehicles.

10.2 The driver safety shield will be customized, cut to swing around the fare-box and formed to allow the driver access to all seat controls without having to open the driver safety shield or leave the driver seat.

10.3 All fasteners, strike plates, and hinges installed must be stainless steel and powder coated either silver or black. The safety shield shall be able to be held in the open and closed positions and must pass the 25 mph break test, by being held in place in the fully open position.

Initials of Bidder: 

10.4 The driver safety shield shall be installed or replaced in less than two (2) hours during off nominal transit hours to minimize the impact to daily operations without modifying the vehicle.

10.5 The driver safety shield will not obstruct the views of any direct line of sight through the windows or mirrors of the driver’s area while operating the vehicle in which the safety shield will be installed. The driver safety shield will not hinder the operator’s entry or exit access to the operator’s platform work area in any way.

10.6 When installed, the driver safety shield shall comply with all ADA accessibility regulations for wheelchair access.

Table 1

Model Year	Capacity	Quantity
2011 Freightliner Defender	32 Passenger	1
2015 Chevrolet Goshen	16 Passenger	4
2016 Freightliner Defender	32 Passenger	4
2018 El Dorado Aerotech	16 Passenger	24
2019 Champion Defender	40 Passenger	6
2019 El Dorado Aerotech	16 Passenger	1
2020 Champion Defender	40 Passenger	10
2020 El Dorado Aerotech	16 Passenger	1

FBCPT current full fleet

11.0 TRAINING

Hands-on training and maintenance instructions for maintenance staff and technicians is required. Training will cover two (2) days for two (2) shifts. Training will consist of hands-on training of known failures and the replacement of components. The training will be conducted at the Fort Bend Transit maintenance facility located at 3737 Bamore Rd, Rosenberg Texas 77471.

12.0 TESTING

The installed equipment shall undergo an onsite system test in the presence of FBCPT representatives to ensure the proper operation and function of the equipment. The scope of the testing will include:

- Functional testing of all equipment and mechanisms.
- Verify proper installation and operation of installed equipment

Any discrepancies identified during testing shall be corrected at the expense of the Contractor at no additional cost to the County.

13.0 DOCUMENTATION

Material and impact test reports shall be provided with the delivery of each safety shield.

Initials of Bidder: 

- 17.2 Required Proof of Insurance Coverages
- 17.3 W9 Form
- 17.4 Tax Form/Debt/Residence Certification
- 17.5 No Bid Questionnaire
- 17.6 Attachment A: Buy America Certification
- 17.7 Attachment B: Certification Regarding Government-Wide Debarment and Suspension (Nonprocurement)
- 17.8 Attachment C: Certification on Restrictions on Lobbying
- 17.9 Attachment D: Disclosure of Lobbying Activities
- 18.0 Attachment E: Intent to Perform as a DBE Contractor/DBE Subcontractor
- 18.1 Attachment F: Subcontractor Participation
- 18.2 Attachment G: PTN 130
- 18.3 Attachment H: Contractor Payment Report (If applicable, submit with every invoice)

18.0 EXHIBIT I: Request for Change/Approved Equal

19.0 PROTEST PROCEDURES:

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


<https://www.fortbendcountytexas.gov/home/showpublisheddocument/26971/636559395632000000>

20.0 NAICS CODES:

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

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

- 332999 Miscellaneous Metal Fabricated Products Manufacturing
- 423990 Other Miscellaneous Durable Goods Merchant Wholesalers
- 325211 Plastics Material and Resin Manufacturing

Initials of Bidder: 

**Contract Sheet
Bid 21-099**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 21 day of December, 2021,
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
Queen City Engineering & Design (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Driver Shields and Accessories**
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.

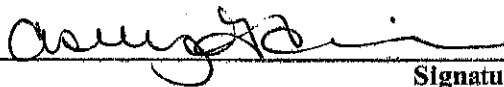
It is further agreed that this contract shall not become binding or effective until signed by the parties
hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 21 day of December, 2021.



Fort Bend County, Texas

By: _____
County Judge, KP George

By:  _____
Signature of Contractor

By: Ashley Carnicer / O'Brien manager
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Queen City Engineering & Design, PLLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 369 Corban Ave SW	Requester's name and address (optional)
6 City, state, and ZIP code Concord, NC 28025	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	7	-	4	6	3	6	9	1	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶ **11/5/2021**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Job No.: Bid-21-099

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

Taxpayer Identification Number (T.I.N.): 47-4636916

Company Name submitting Bid/Proposal: Queen City Engineering & Design

Mailing Address: 369 Corban Ave SW Concord, NC 28025

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

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

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

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

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

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

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

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

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

I certify that Queen City Engineering + Design is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Concord, NC.
[Company Name] [City and State]

Attachment A.
BUY AMERICA CERTIFICATION

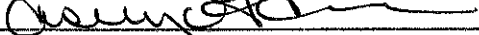
Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Certification requirement for procurement of steel, iron, or manufactured products (required for contracts over \$150,000).

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature 

Company Name Queen City Engineering & Design

Title Office manager

Date 11/8/21

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

Attachment B.

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

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

DATE 11/5/21

SIGNATURE Ashley Carriver

COMPANY Queen City Engineering & Design

NAME Ashley Carriver

TITLE Office manager

Attachment C.


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

I, Ashley Carriker, office manager, hereby certify on behalf of
(Name) (Title)
the Queen City Engineering & Design, that:
(Company Name)

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

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 5th day of November, 2021

Signed: 

Printed Name: Ashley Carriker

Company Name: Queen City Engineering & Design

Attachment D.
Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Asheley Carriker</i></u> Print Name: <u>Asheley Carriker</u> Title: <u>ODDle manager</u> Telephone No.: <u>7049188881</u> Date: <u>11/15/21</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

no lobbying to disclose

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

CONTRACTOR PAYMENT REPORT

Fort Bend County
Public Transportation
3737 Bamore Rd.
Rosenberg, TX 77471
Phone 281-633-7433
Fax 832-471-1843

1. Contract Number	2. Invoice Number
3. Reporting Period & Invoice Date	4. Invoice Amount \$

**Please Return Completed
Form with Invoice to:
Theresa.Tiemann@
fortbendcountytexas.gov**

All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's Disadvantaged Business Enterprise (DBE) provisions may result in delayed payment by Fort Bend County Public Transportation in accordance with the procedures set forth in Fort Bend County's DBE Program. **This report must be submitted with each invoice.** Instructions for completing this report can be found on the following page.

5. Contractor's Name	6. Contact Person	7. Address	8. Phone Number
9. Date of Contract Award	10. Scheduled Date of Completion	11. Original Contract Amount \$	12. Amended Contract Amount \$
13. Total Amount Received to Date \$	14. Remaining Amount Owed \$	15. Committed DBE %	16. % Actual DBE Participation to Date

17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. \$ Amount of Invoice	23. Subcontract Dollars \$	24. \$ Amount Paid to Date	25. % Paid to Date

By completing this form, the contractor acknowledges Fort Bend County's prompt payment policy which requires the contractor to pay all subcontractors within 30 days of receiving payment from Fort Bend County.

Authorized Signature	Date	Printed Name and Title
	11/18/21	Ashley Carriker, O&Bile manager

FORT BEND COUNTY PUBLIC TRANSPORTATION INSTRUCTIONS FOR COMPLETING THE CONTRACTOR PAYMENT REPORT

The Contractor Payment Report is to be filled out by the contractor and submitted with each invoice that the contractor submits to Fort Bend County Public Transportation. Please follow the instructions below, which correspond to each item on the report.

<ol style="list-style-type: none"> 1. <u>Contract Number</u> Fill in the Contract # assigned to your project by Fort Bend County. 2. <u>Invoice Number</u> Fill in the Invoice Number that corresponds with this report. 3. <u>Reporting Period & Invoice Date</u> Fill in the period of time your invoice covers (period of time for which you are invoicing), and the Invoice Date. 4. <u>Invoice Amount</u> Fill in the amount of the Invoice. 5. <u>Contractor's Name</u> Fill in your company's name. 6. <u>Contact Person</u> Fill in the first and last name of the person completing the report. 7. <u>Address</u> Fill in your company's address. 8. <u>Phone Number</u> Fill in your company's phone number. 9. <u>Date of Contract Award</u> Fill in the date the contract was executed by Fort Bend County. 10. <u>Scheduled Date of Completion</u> Fill in the scheduled completion date of the contract as written. 11. <u>Original Contract Amount</u> Fill in the dollar amount of the original contract agreed upon by your Company and Fort Bend County. 12. <u>Amended Contract Amount (if applicable)</u> Calculate: Dollar amount of the original contract plus/minus the dollar amount agreed upon for contract modifications (if applicable). Fill in the amended amount. 13. <u>Total Amount Received to Date</u> Fill in the dollar amount you have received to date from Fort Bend County. 	<ol style="list-style-type: none"> 14. <u>Remaining Amount Owed</u> Calculate: Dollar amount of the contract minus the amount paid to you to date by Fort Bend County. Enter the dollar amount. 15. <u>Committed DBE %</u> Enter the percentage of DBE participation you committed to obtain in the contract. 16. <u>% Actual DBE Participation to date</u> Calculate: Total combined dollar amount paid to the DBEs divided by the dollar amount received from Fort Bend County to date. Enter the percentage. 17. <u>Name of Each Subcontractor That This Invoice Applies To</u> List the name of each subcontractor that submitted an invoice to you in this period. (Ref #3) (Use additional sheets if necessary.) 18. <u>DBE or Non-DBE</u> Fill in accordingly. 19. <u>Description of Work</u> Brief description of the work performed by the subcontractor 20. <u>Invoice Number</u> Fill in the number of the invoice submitted to you by the subcontractor in this period. 21. <u>Invoice Date</u> Fill in the date of the invoice submitted to you by the subcontractor in this period. 22. <u>\$ Amount of Invoice</u> Enter the amount of the invoice submitted to you by the subcontractor in this period. 23. <u>Subcontract Dollars \$</u> Enter the total committed dollar amount to the subcontractor. 24. <u>\$ Amount Paid to Date</u> Enter the total amount you have paid the subcontractor to date. 25. <u>% Paid to Date</u> Calculate: Dollar amount paid to the subcontractor to date divided by the amount committed to them. (Item 23 divided by Item 22). Enter the percentage.
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Consolidated Certification Form

Form PTN-130
(Rev. 6/21)
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This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

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

Federal and State State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

Award Exceeding \$10,000

13. Terminating the Contract

Award Exceeding \$25,000

14. Debarment and Suspension

Award Exceeding \$50,000

15. Contracting with the Enemy

Award Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

17. Lobbying Restrictions

Award Exceeding \$150,000

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

FEDERALLY ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.

3. Changes to Federal Requirements

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

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

4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

E. Equal Opportunity: The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- I. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- IV. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Incorporation of Federal Transit Administration (FTA) Terms

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

6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

7. Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a Third-Party Contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

8. False or Fraudulent Statements or Claims

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

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

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

9. Disadvantaged Business Enterprises

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

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

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written

consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

12. Special Notification Requirements for States

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

Awards Exceeding \$10,000

13. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Awards Exceeding \$25,000

14. Debarment and Suspension

The Recipient agrees to the following:

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

Awards Exceeding \$50,000

15. Never Contract with the Enemy

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

Awards Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

- I. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- II. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- III. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

C. Federal Interest in Recovery

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

D. Enforcement

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

E. Agency Process

*Vendors may view the dispute resolution process here:

<https://www.fortbendcountytexas.gov/government/departments/financial-administration/purchasing-agent/fta-funded-procurements> in the FTA Funded Procurements Guidelines document.

17. Lobbying Restrictions.

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

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

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

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


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

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

D. Lobbying and Disclosure Certification

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

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

Name of Company Queen City Engineering + Design	Printed Name of Person Completing Form Ashley Carriger
Date 11/5/21	Signature 

Awards Exceeding \$150,000

18. Environmental Protection (Clean Air and Clean Water)

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

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

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

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

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

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

Certification to Purchaser

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

Name of Company:

Queen City Engineering + Design

Address:

2802S
369 Corban Ave SW Concord NC

Telephone:

704-918-5851


SS# or Tax ID#:

47-4636916

Printed Name of Person Completing Form:

Ashley Carrier

Signature



Date:

11/5/21

Description of Commodity Service:

Driver Barriers

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization) S-corp

- Sole Proprietorship General Proprietorship Corporation Limited Partnership Limited Proprietorship

Is your firm a DBE? Yes No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

- 1. Construction Related Clauses**
 - Federal and State
 - State Clauses

- 2. Rolling Stock Related Clauses**
 - Federal and State
 - State Clauses

- 3. Professional Services / Architectural Engineering**
 - Federal and State
 - State Clauses

- 4. Materials & Supplies Related Clauses**
 - Federal and State
 - State Clauses

- 5. Operations / Management Related Clauses**
 - Federal and State
 - State Clauses

4a: Federal Materials & Supplies Related Clauses

- A. Cargo Preference
- B. Recycled Products
- C. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
 - Awards Exceeding \$150,000
- D. Buy America

S

A. Cargo Preference

The contractor agrees to comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381.

B. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

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

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

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

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

Awards Exceeding \$150,000

D. Buy America

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j);

Buy America Certification

Buy America (Check where Applicable):

- 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.

Name of Company	Printed Name of Person Completing Form
Queen City Engineering + Design	Ashley Carniker
Date	Signature
11/15/21	

Materials and Supplies Related Clauses

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

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

Name of Company Queen City Engineering + Design	Printed Name of Person Completing Form Ashley Carriker
Date 11/18/21	Signature 

4b. State of Texas Required Clauses: Materials & Supplies Related Clauses

A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

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

Name of Company Queen City Engineering + Design	Printed Name of Person Completing Form Ashley Carriker
Date 11/18/21	Signature 



Fort Bend County Public Transportation Subcontractor Participation

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) % or \$ amount of Total Contract. All DBE must subcontractors, which are listed below, has to be currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due. Additionally, the subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information.

Name of Prime Contractor (Offeror): Queen City Engineering & Design

Project Name: Driver Shields and Accessories for Fort Bend Transportation

IFB/RFP/RFQ Number: Bid 21-099

1) Name of Subcontractor	2) Address, Phone Number (include name of contact person & email)	3) Description of Work/Services Provided. Where applicable, specify "Supply" or "Install", or both.	4) DBE or non-DBE	5) % or \$ amt of Total Contract

no subcontractors

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

11/15/21

Date Signed

Exhibit I
Request for Change/Approved Equal

Please submit a separate form for each request for change/approved equal.

VENDOR: Queen City Engineering & Design	DATE: 11/5/21
PROJECT #: Bid 21-099	PHONE: 704 1918-5851
SECTION / PAGE #: 10.0 Specifications 10.1	
CHANGE/ APPROVAL REQUESTED: Change from 1/2" Polycarbonate to 1/4 Polycarbonate. Documentation attached that notes the change meets all other requirements and to approve 1/4" for Driver Guards.	
AGENCY RESPONSE	
Reviewed By:	Date:
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
	See Comment Below <input type="checkbox"/>
COMMENT:	



Date: May 15, 2020

DECLARATION ANSI Z26.1-1996

Subject: **LEXAN™ 9034-112 and MR10/MRT-112 Sheet**

Dear Customer,

LEXAN™ 9034-112 (clear) sheet as manufactured by SABIC, when tested in thicknesses from 0.040" thru 0.500", will meet ANSI Z26.1-1996 AS5/AS6/AS7 requirements as detailed in the attached SABIC DOT guide. Our LEXAN MR10/MRT-112 (clear) grade in thicknesses from 0.118" thru 0.500" will meet AS4 requirements, also as detailed in the DOT guide.

Please let me know if you need anything further.

Sincerely,

Tim Riley

Tim Riley
Lead Scientist
Business Continuity - Functional Forms

™Trademark of SABIC

1240 Tyler St. Ext., Gate 27 (PPDC)
Pittsfield MA 01201
T: 413-448-6923
E: timothy.riley@sabic.com
www.sabic.com

ANY SALE OF PRODUCTS OR DELIVERY OF CUSTOMER SUPPORT AND ADVICE BY SAUDI BASIC INDUSTRIES CORPORATION (SABIC) OR ITS SUBSIDIARIES AND AFFILIATES ("SELLER"), IS MADE EXCLUSIVELY UNDER SELLER'S STANDARD CONDITIONS OF SALE WHICH CAN BE LOCATED AT <http://www.sabic-ip.com>. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE, SUITABILITY OR FITNESS FOR INTENDED USE OF ITS PRODUCTS IN ANY CUSTOMER'S APPLICATION. Each customer should determine the suitability of SELLERS materials for the customer's particular use through appropriate testing and analysis.

LEXAN™ MR10 SHEET

PRODUCT DATASHEET

DESCRIPTION

Mar/UV-resistant LEXAN™ MR10 sheet combines the impact strength of LEXAN polycarbonate sheet with a proprietary abrasion/UV resistant surface that approaches glass in performance. LEXAN MR10 Sheet with Margard coating backed by a ten-year limited warranty against yellowing, abrasion resistance, breakage, loss of light transmission, and coating failure. LEXAN MR10 sheet's unique coating is graffiti-resistant enabling restoration to a like-new condition. In addition, LEXAN MR10 sheet offers improved resistance to weathering as well as forced-entry protection. It is an excellent candidate for use in stores, public buildings, schools, bus shelters and other high traffic areas. LEXAN MR10 sheet is for transparent applications only. Because of its high mar-resistant surface, paint, adhesives and other materials will not adhere to its surface. The coating is applied to both sides, therefore helps eliminate second-surface decoration. Also due to its mar-resistant coating, LEXAN MR10 sheet cannot be cold-formed.

TYPICAL PROPERTY VALUES

PROPERTY	TEST METHOD	UNITS	VALUE
Physical			
Specific Gravity (color dependent)	ASTM D792	-	1.20
Light Transmission (Average), 1/8" Thick	ASTM D1003	%	88
Chemical Resistance	ANSI-Z26.1	-	Passes#
Mechanical			
Tensile Strength, Ultimate	ASTM D638	psi	9,500
Flexural Strength	ASTM D790	psi	13,500
Flexural Endurance @ 1,800 Cycles/Min, 73°F, 50% RH	ASTM D671	psi	1,000
Compressive Strength	ASTM D696	psi	12,500
Modulus of Elasticity	ASTM D638	psi	345,000
Drop Ball Impact Strength‡	SABIC Test	ft-lbs	
@ 73°F			>200
@ 32°F			>200
@ 0°F			>200
Thermal			
Coefficient of Thermal Expansion	ASTM D696	in/in/°F	3.75 x10 ⁻⁵
Heat Deflection Temperature @ 264 psi	ASTM D648	°F	270
Flammability			
Horizontal Burn (Flame Spread)	ASTM D635	in	
AEB			<1
Ignition Temperature	ASTM D1929	°F	
Flash			873
Self			1,076

◆ These typical values are not intended for specification purposes. If minimum certifiable properties are required please contact your local SABIC Innovative Plastics' representative.

‡ 5-lb steel ball dropped from a height of 40 feet

™ Trademarks of SABIC.

£ Request details of limited ten-year warranty plus cleaning and maintenance instructions.

Gasoline and kerosene - no tackiness, crazing or loss of transparency for a minimum of 48 hours.

UL File Number: E121562

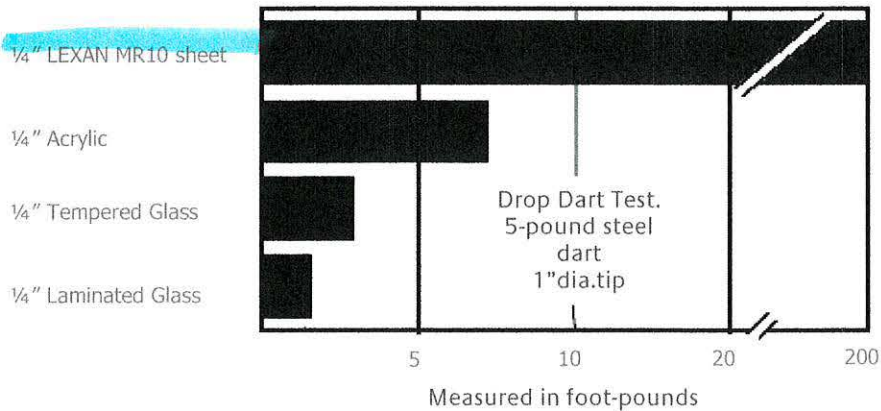
ABRASION RESISTANCE COMPARISON

LEXAN MR10 sheet exhibits significantly less hazing than uncoated polycarbonate sheet as shown in the abrasion resistance chart.

	Test Method	Uncoated Polycarbonate	% HAZE LEXAN MR10 Sheet	Glass
TABER ABRASION 100 CYCLES CS 10F	ASTM D1044 Z26.1	35.0	1-3	0.5

‡ The Taber Abrader test measures the percent of change in haze that results from the grinding action of two abrasive impregnated wheels on the test samples. A constant load of 500 grams is maintained as the samples rotate on a turntable for a predetermined number of revolutions.

IMPACT RESISTANCE



CODE COMPLIANCE

LEXAN MR10 sheet meets the requirements of all major model building codes

- Model Building Code Organizations**

The Approved Light Transmitting Plastics requirements set by the three major Model Building Code organizations (BOCA, ICBO, and SBCCI) and Dade County. LEXAN MR10 sheet meets the highest rating—Class CC1 Approved Plastic.
- Underwriters Laboratories**

LEXAN MR10 sheet is listed as a Burglary-Resisting Glazing Material according to UL Standard 972.
- CPSC: 16 CFR 1201, I, II**

LEXAN MR10 sheet complies with the Consumer Product Safety Commission's Safety Standard for architectural glazing materials for both Category I and Category II applications.

CONTACT US:

Middle East and Africa

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www.sabic.com/sfs



PLASKOLITE

POST OFFICE BOX 1497
COLUMBUS, OHIO 43216
614/294-3281

May 08, 2020

Conformance Statement - FMVSS 205, ANSI Z26.1 Glazing for Bus Driver Safety Partition

To Whom It May Concern:

Plaskolite's TUFFAK® DG (Driver Gard) has been specifically developed and designed for use as a protective bus driver safety partition. This specialty grade of sheet conforms with Federal Standard FMVSS 205 and ANSI Z26.1 Item AS4 for use in motor vehicles.

The Compliance Office of the NHTSA has recently authorized use of conforming products, such as TUFFAK DG as a safety barrier partition, fully enclosing the driver to their immediate right or left, where window glazing regulations otherwise restricted its use. The standard allows TUFFAK DG to be used as a safety partition but not window glazing materials requisite for driver visibility under clause 'm' of ANSI Z26.1 (1996) Item 4.

We hope that this information is useful to you. Please contact us at (800) 848-9124 if you have any questions related to this matter.

Sincerely,

Plaskolite Product Support Team

TUFFAK DG polycarbonate sheet

BUS DRIVER GARD

TUFFAK DG sheet is a hard-coated polycarbonate product designed for high optical quality and exceptional durability. The sheet is available in 0.236" and 0.375" inches thick with a specified direction of extrusion for proper installation. Manufactured to meet demanding bus glazing requirements, this product features abrasion resistance, chemical resistance, and long lasting performance. The high impact strength of this product provides excellent protection against vandalism and can help reduce driver assaults. The clarity of the glazing enables drivers to interact freely with passengers, while maintaining a high level of protection.

TUFFAK DG meets DOT/FMVSS 205/ANSI Z26.1 Item AS-4, and is NHTSA approved for use as a protective driver partition. The product carries a seven (7) year Limited Product Warranty against breakage for flat vertical applications. The terms of the warranty are available upon request.

APPLICATIONS

Safety shielding for mass transit bus fleets

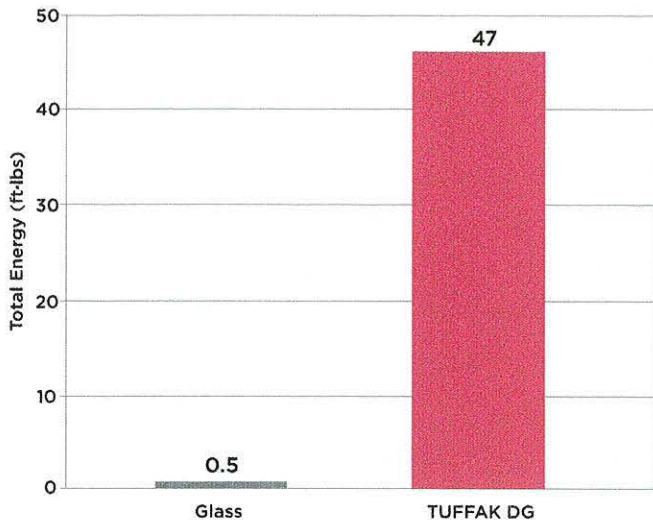
Typical Properties*

Property	Test Method	Units	Values
PHYSICAL			
Specific Gravity	ASTM D792	-	1.2
Light Transmission, Clear @ 0.236"	ASTM D1003	%	86
Light Transmission, Clear @ 0.375"	ASTM D1003	%	84
Chemical Resistance	ANSI Z26.1	-	Pass
Taber Abrasion @ 100 Cycles, Delta Haze CS-10F Wheel @ 500 g load	ASTM D1044	%	2
MECHANICAL			
Tensile Strength, Ultimate	ASTM D638	psi	9,500
Modulus of Elasticity	ASTM D638	psi	340,000
Flexural Strength	ASTM D790	psi	13,500
Compressive Strength	ASTM D695	psi	12,500
Izod Impact Strength, Notched @ 0.125"	ASTM D256	ft-lbs/in	16
Izod Impact Strength, Unnotched @ 0.125"	ASTM D256	ft-lbs/in	No Break
Instrumented Impact @ 0.125"	ASTM D3763	ft-lbs	47
Poisson's Ratio	ASTM E132	-	0.38
Rockwell Hardness	ASTM D785	-	M70/R118
THERMAL			
Coefficient of Thermal Expansion	ASTM D696	in/in/°F	3.75 x 10 ⁻⁵
Heat Deflection Temperature @ 264 psi	ASTM D648	°F	270
Heat Deflection Temperature @ 66 psi	ASTM D648	°F	280
ELECTRICAL			
Dielectric Constant @ 10 Hz	ASTM D150	-	2.96
Dielectric Constant @ 60 Hz	ASTM D150	-	3.17
Volume Resistivity	ASTM D257	Ohm-cm	8.2 x 10 ¹⁶
Dissipation Factor @ 60 Hz	ASTM D150	-	0.0009
Dissipation Factor @ 1 MHz	ASTM D150	-	0.01
Arc Resistance	-	-	-
Stainless Steel Strip Electrodes	ASTM D495	Seconds	10
Tungsten Electrodes	ASTM D495	Seconds	120
Dielectric Strength, in air @ 0.125 mils	ASTM D149	V/mil	380
FLAMMABILITY			
Flammability of Interior Materials	FMVSS 302	-	Pass

*Typical properties are not intended for specification purposes

TUFFAK® DG polycarbonate sheet

Impact Resistance*



*Instrumented Impact per ASTM D 3763, sample thickness is 0.125" nominal

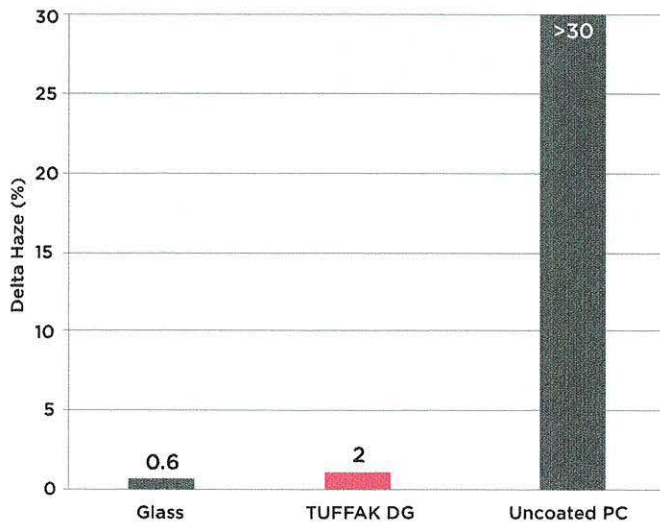
Chemical Resistance*

Chemical Tested	Resistance Time
Acetone	>24 hrs
Ammonia (10% concentration)	>24 hrs
Antifreeze (50/50)	>24 hrs
Benzene	>24 hrs
Bleach (Clorox concentrated)	>24 hrs
Chloroform	>24 hrs
Denatured Alcohol	>24 hrs
Di (2-ethylhexyl) phthalate	>24 hrs
Diesel Oil	>24 hrs
Isopropyl Alcohol (IPA)	>24 hrs
Kerosene	>24 hrs
Methyl Alcohol	>24 hrs
Methyl Butyl Ketone	>24 hrs
Methyl Ethyl Ketone	>24 hrs
Methylene Chloride	>24 hrs
Naphthalene, 1-bromo-	>24 hrs
Potassium Hydroxide - Lye (10%)	>24 hrs
Sodium Hydroxide (10%)	>24 hrs
Toluene	>24 hrs
Turpentine	>24 hrs
Unleaded Gasoline (87 Octane)	>24 hrs
Vinegar	>24 hrs
Xylene	>24 hrs
Acids:	
Hydrochloric Acid (20%)	>24 hrs
Nitric Acid (20%)	>24 hrs
Sulfuric Acid (20%)	>24 hrs

*Tested in accordance to ASTM D 1308-02

Always keep hazardous chemicals away from uncoated edge of TUFFAK Polycarbonate Sheet

Abrasion Resistance*



*Taber Abrasion per ASTM D 1044, 100 cycles using CS-10F wheels at 500 g load

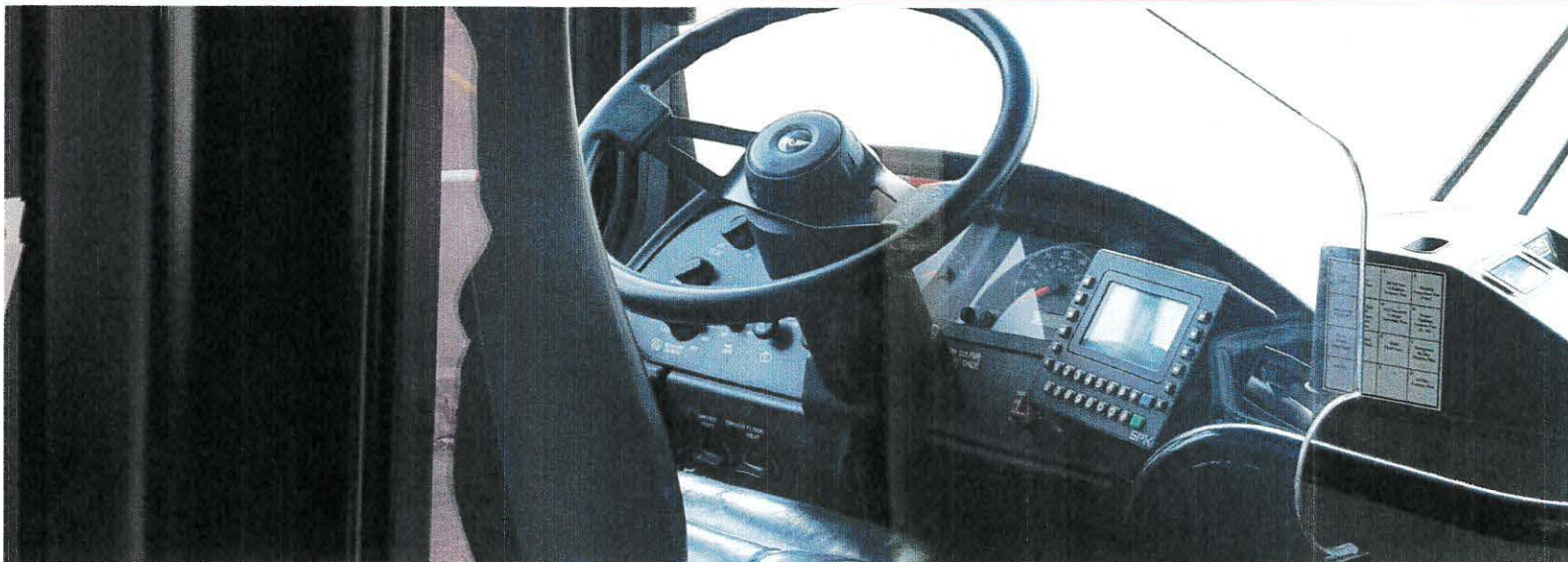
These suggestions and data are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use are beyond our control. We recommend that the prospective user determines the suitability of our materials and suggestions before adopting them on a commercial scale.

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TUFFAK® is a registered trademark of Plaskolite LLC

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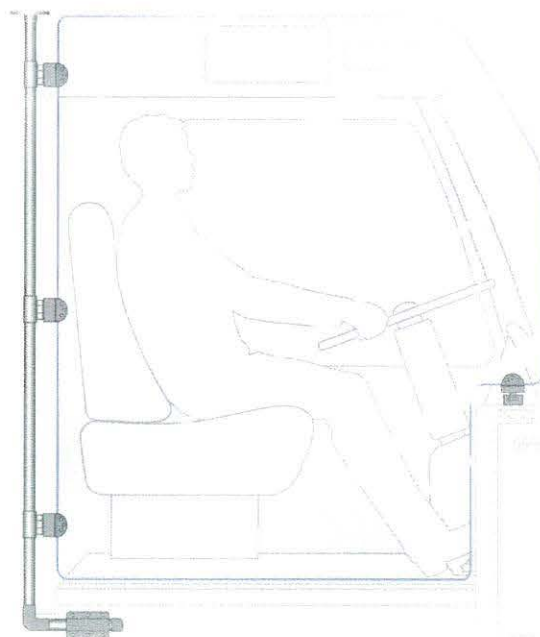
TUFFAK DG – MAXIMIZE OPERATOR SAFETY AND VISIBILITY

BARRIERS AND SURROUNDS – CLEARLY THE RIGHT CHOICE

TUFFAK DG polycarbonate sheet provides the durability required for partitions and barriers in buses without inhibiting operator vision.

- » Conforms to FMVSS 205/ANSI Z26.1, AS4
- » NHTSA approved for use as a protective driver partition
- » High impact resistance protects operator
- » Specified direction of extrusion for proper installation
- » Enables drivers to interact freely with passengers
- » Does not shatter into sharp-edged pieces like glass
- » High optical quality provides clear line-of-sight for operator
- » 2-sided abrasion resistant coating
- » Longer service life and exceptional durability compared to glass
- » Easy to fabricate and install—half the weight of glass
- » Easy to clean*
- » 7 year limited product warranty

***See page 2 for information on disinfecting thermoplastics.**



DISINFECTING ACRYLIC, POLYCARBONATE AND PETG

When disinfecting OPTIX® Acrylic, TUFFAK® Polycarbonate and VIVAK® PETG, proper procedures should be taken. To minimize the risk of damage, use only compatible household

cleaners as outlined below. For more details please contact the Plaskolite Technical Service Group at **800.848.9124** with any questions.

Disinfectants for Plaskolite Products

Product/Brand	Manufacturer	Products	Compatibility**
TUFFAK	sBioMed, LLC	Steriplex SD	Compatible
TUFFAK	Safetec of America	Safetec surface wipes	Compatible
TUFFAK	CONTEC Healthcare	Peridox RTU	Compatible
TUFFAK	CONTEC Healthcare	Prosat sterile wipes PS-911EB	Compatible
TUFFAK	Generic	Hydrogen peroxide 3%-5%	Compatible
TUFFAK	Generic	Isopropyl alcohol 70%	Compatible
TUFFAK	Generic	Warm dish washing soap solution	Compatible
OPTIX	Generic	Hydrogen peroxide 3%-5%	Compatible
OPTIX	Generic	Bleach - household laundry grade	Compatible
OPTIX	Generic	Quaternary ammonium compounds @ use dilution	Compatible
OPTIX	Generic	Isopropyl alcohol - diluted with water to 30% strength	Compatible
OPTIX	Generic	Warm dish washing soap solution	Compatible
VIVAK	Generic	Hydrogen peroxide 3%-5%	Compatible
VIVAK	Generic	Isopropyl alcohol 70%	Compatible
VIVAK	Generic	Warm dish washing soap solution	Compatible
TUFFAK	The Clorox Company	Clorox® health care bleach germicidal cleaner	Not Compatible
TUFFAK	Unimed Corp	Accel TB	Not Compatible
TUFFAK	The Clorox Company	Clorox® broad spectrum quaternary disinfectant cleaner	Not Compatible
TUFFAK	Zep Inc	ZEP 40	Not Compatible
TUFFAK	Zep Inc	ZEP Spirit II	Not Compatible
TUFFAK	PDI Inc	PDI Super Sani-Cloth	Not Compatible
TUFFAK	Reckitt Benckiser	Lysol disinfectant spray brand III original	Not Compatible
TUFFAK	Fiberlock Technologies Inc	Shockwave disinfectant	Not Compatible
TUFFAK	CONTEC Healthcare	Preempt RTU multi-surface disinfectant cleaner	Not Compatible
TUFFAK	The Clorox Company	Clorox® household bleach - all dilutions	Not Compatible
OPTIX	Generic	Ethyl alcohol - pharmacy grade	Not Compatible

SPECIAL NOTES: Cleaning products were tested on flat uncoated Tuffak Polycarbonate, Optix Acrylic and Vivak PETG sheet products. Do not use incompatible cleaners or disinfectants on sheet products. Generally speaking, soap and water or hydrogen peroxide disinfectants work best on these products.

**Because manufacturers sometimes change their formulas without notification compatibility in perpetuity can not be presumed.

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

RE: BID 21-099
Purchase of Driver Shields and Accessories for Fort Bend County Public
Transportation

Jaime Kovar,

Thank you for the opportunity to provide a bid for driver shields for Fort Bend County. We are a family-owned business located outside of Charlotte, NC. We are an engineering company by nature who completely changed the nature of our business when COVID hit in 2020. Since the onset of the pandemic our local transportation association reached out to us for driver barrier solutions and since then we are customizing and selling barriers across the country becoming the company known for their care and customer service. We pride ourselves on being a one-stop shop for your barrier needs. From custom solutions to installation. Our barriers are engineered by a Professional Engineer and are the best value on the market. Just ask any of our nationwide customers and I promise you they will recommend us and our products. Our products have been designed with the help of Directors, Drivers, Maintenance teams, and large OEMs. This allows us to test and ensure our products will make our customer satisfied to the fullest.

We have been thankful to partner with First Transit University Division, Transdev, Thomas Built Buses, and many transportation associations becoming their recommended barrier manufacturer!

We have a few options for your fleet. No matter what, we will be the only company out there that has a solution for each of your style vehicles and interior configurations including all hardware installed like fareboxes, cameras, radios, and PCUs. Providing the best coverage out there for LTVs with fareboxes.

Thank you again for considering Queen City Engineering & Design and Queen City Transit Solutions for your driver shield purchase.

Ashley Carriker
CFO/Office Manager

369 Corban Ave SW Concord, NC 28025

Phone (704) 918-5851

www.queencityeng.com



About Us

Queen City Engineering & Design, located in Concord, NC, is a North Carolina registered Professional Engineering firm founded in 2015 to bring value to our customers with our Mechanical Engineering & Manufacturing Services.

Having worked exclusively in Research & Development throughout his career, our Founder and President, Rex Carriker P.E., a graduate of North Carolina State University, created Queen City Engineering & Design to provide Turn-Key Engineering Solutions for the complex problems our customers encounter in modern manufacturing. Our in-house team of engineers and technicians are highly skilled in the design and development of purpose built, custom engineered products and solutions. We realize our customers want real-world solutions to their real-world problems so it is this reason that in 2018 we relocated to a new 7,000 sqft manufacturing facility in Concord, NC. With machining, sheet metal, welding, finishing, assembly, and packaging capabilities, this addition allows us to provide truly Turn-Key Solutions to our customers by fully controlling the entire development process resulting in greater flexibility and shorter lead times. During this past year we have gained our ISO 9001:2015 certification for all our barriers.

Our specialty lies in Turn-Key design, development, and manufacturing of fabricated and machined, end-user, components and products. We have built our business by earning our customers' trust through creating realistic, cost effective solutions to their most troubling problems. Over the course of our brief history, we have completed projects ranging from commercial silicone tape dispensers that retail for \$75 to purpose built, carbon fiber processing machinery for the aviation industry with multi-million-dollar budgets. Customers of ours include GE Aviation, 3M, Nordfab Ducting, Briggs & Stratton, Tesla, and more. It is this experience with both largescale projects and accounts that has allowed us to provide the same great level of service and support for our latest venture: Designing, Manufacturing, and Installing Mass Transit Driver Barriers.

Our introductory into this industry began when a local Social Services Transportation Director reached out to us for a solution to shield the drivers that operate his fleet of 26 Ford E450 Cutaway Paratransit Vans. He explained that his issue was there was only 1 existing product on the market for his style of bus and that company was quoting 8+ month lead times. He further explained that his vehicles have very specific safety requirements and he did not feel that the area glass shops and plastic companies could build and install a product that would meet those requirements so he

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wanted to work with an Engineer. We approached this like any Engineering project and got to work quickly designing, prototyping, testing, manufacturing, and installing our solution and completed the project in less than 3 weeks' time. After that other local county and state-run entities began contacting us for similar solutions for their vehicles as they could not find suitable products elsewhere. As we received requests for new vehicles, we continued to add to our product lineup. Since April of 2020 we have now designed, manufactured, and sold in excess of 6000 Driver Barriers for over 2 dozen different makes and models of vehicles. In addition to our current off-the-shelf options, our team of highly skilled engineers and fabricators can work one-on-one with a customer to develop a custom solution for any application if presented with a unique request.

Our engineering driven, customer first approach along with our continuous improvement and strenuous quality standards have allowed us to have Zero customer complaints or warranty returns since selling our first shield. In addition to this our ISO compliant quality procedures, strong supply chain, and six sigma-based inventory management system give our production facility the ability to build and ship over 100 barriers per day allowing same-day shipping options in some instances. Our engineering team has gone to great lengths to ensure all of our products are constructed from only the highest quality, 100% made in the USA materials available and comply with all applicable federal motor vehicle safety standards such as FMVSS 205 and ANSI Z26.1.

“Keeping America Moving”!!

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What do our customers have to say about us?

" ASHLEY, YOU REALLY ARE AMAZING TO WORK WITH! I'M SO GLAD WE 'FOUND' YOU!". "I APPERCIATE THAT YOUR SERVICE AFTER THE SALE IS SO STELLAR!"

Connie / All Point Transit / Operations Manager

" THE SHIELDS ARE WORKING SPLENDIDLY. NO PROBLEMS TO REPORT AND I WILL DEFIENTELY KEEP YOU IN MIND FOR FUTURE ENDEAVORS. I APPERCIATE YOUR FOLLOW UP AND GENUINE CARE. THAT IS HARD TO FIND THESE DAYS"

Vincent / STARS / Senior Manager Maintenance & Facilities

" ASHLEY AND THE FOLKS AT QUEEN CITY ENGINEERING HAVE BEEN A GREAT COMPANY TO PARTNER WITH. WE CAME TO THEM WITH OUR FLEET AND WE HAVE SEVERAL DIFFERENT MODELS FROM 1996 NEW FLYERS TO 2019 GILLIGS AND THEY WERE ABLE TO QUICKLY COME UP WITH SOLUTIONS FOR ALL OF THE DIFFERENT MODELS. WHEN WE DID HAVE AN ISSUE WITH THE SIZE OF ONE OF OUR STANCHIONS, THEY WERE QUICK TO REMEDY THE PROBLEM AND SOLVE THE ISSUE FOR US. I HIGHLY RECOMMEND THEM AS THEY HAVE A GREAT SOLUTION THAT MOUNTS QUICKLY AND WORKS GREAT!"

David / CARTA / General Manager

" THANK YOU FOR BEING SO GREAT TO WORK WITH AND FOR REALLY TAKING THE TIME TO UNDERSTAND OUR NEEDS. YOU GUYS WERE GREAT TO WORK WITH"

Vanessa / HRDC / Transportation Program Manager

" WE WOULD RECOMMEND QUEEN CITY ENGINEERS TO ANY COMPANY LOOKING TO INSTALL TH EPROTECTIVE SHIELDS. THEIR TEAM IS VERY PROFESSIONAL AND FLEXIBLE WITH OUR SCHEDULE TO ENSURE OUR ENTIRE FLEET WAS COMPLETED IN TWO DAYS!"

Masie / Mecklenburg Transportation System / Manager

"THANKS FOR YOUR PROFESSIONALISM AND COMMITMENT TO EITHICAL BUSINESS PRACTICES! IT HAS BEEN A PLEASURE WORKING WITH YOU"

Tom Beggs P.E., LEED AP / Providence Day School / Director of Facilities

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RE: BID 21-099

Purchase of Driver Shields and Accessories for Fort Bend County Public Transportation

Project Timeline once PO is received pending any existing, in progress jobs on our schedule.

Engineering (1-2 weeks)

We will schedule a time for our Engineer to come visit your facility as soon as possible. We will need access to each year and type of vehicle. We will take measurements, pictures, and all the data we need to fabricate doors that will work for your vehicle types with the consideration of your farebox, PCU, radios, and any other aftermarket installed products you have in the vehicles. Most likely your larger vehicles will have a door with a kick panel and your smaller vehicles will be almost all of polycarbonate due to the size and room we have to work with. You can reference the pictures provided.

Fabrication (4-5 weeks)

We will then return and process ordering, fabricating in house components, and assembling your doors. This should take 4-5 week. During this time, we will work with the team lead at your facility to schedule an installation that works around you. We will direct freight this order to you which is included in the estimate. The doors will be pre-assembled and boxed with all hardware to make installation seamless.

Installation (1 week)

This is a mock schedule we typically use for installs. Times can change depending on bus availability and shifts worked. We do work weekends and prefer them. We have allotted in this estimate a total of 5 days at your facility. We have budgeted 7 days total which include two travel days for our team. If time exceeds the 5 on site days there will be additional fees charged. This is only if we are not given access needed to complete our job. If it is an issue on our end, there will be no additional charges.

1st Day on site

Arrive at 7:30 am

Set up- 1 hour – 7:30 am – 8:30am

Door installation – 1 door every 30-45 mins per team- Two teams- 8:30am- 12:30pm

Total Doors installed (8-10)

Lunch 12:30pm-1:30pm

Door installation – 1 door every 30-45 mins per team- Two teams- 1:30pm-5:30pm

Total Doors installed (8-10)

Clean up at 5:30pm.

TOTAL DOORS INSTALLED that day 16-20

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2nd Day on site

Arrive at 7:30 am

Set up- 1 hour – 7:30 am – 8:30am

Door installation – 1 door every 30-45 mins per team- Two teams- 8:30am- 12:30pm

Total Doors installed (8-10)

Lunch 12:30pm-1:30pm

Door installation – 1 door every 30-45 mins per team- Two teams- 1:30pm-5:30pm

Total Doors installed (8-10)

Clean up at 5:30pm.

TOTAL DOORS INSTALLED that day 16-20

3rd Day on site

Arrive at 7:30 am

Set up- 1 hour – 7:30 am – 8:30am

Door installation – 1 door every 30-45 mins per team- Two teams- 8:30am- 12:30pm

Total Doors installed (8-10)

Lunch 12:30pm-1:30pm

Door installation – 1 door every 30-45 mins per team- Two teams- 1:30pm-5:30pm

Total Doors installed (8-10)

Clean up at 5:30pm.

TOTAL DOORS INSTALLED that day 16-20

All doors will be completed in 3 working days and we require access to 20 vehicles each day. Each day the Engineering manager will walk each installed bus and sign off on them. Testing them and ensuring all doors are installed correctly.

4th day on site

This is for training and any issues that need to be resolved.

5th day on site

This is for training and any issues that need to be resolved.

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PRIORITY SEATING FOR PEOPLE WITH DISABILITIES. OTHER PASSENGERS SHOULD MAKE THESE SEATS AVAILABLE TO THOSE WHO WISH TO USE THEM.

Informational sign with text and graphics, likely a safety or accessibility notice.



**Driver Shields and Accessories for Fort Bend County Public Transportation
BID 21-099**

	COSTS	INSTALLATION	QTY	TOTAL
1/4" Polycarbonate Door Options				
Customized standard LTV door	\$1,327	\$600	52	\$100,204
				\$100,204

	COSTS	INSTALLATION	QTY	TOTAL
1/4" Polycarbonate Door Options				
Customized sliding window LTV door	\$2,328	\$600	52	\$152,256
				\$152,256

	COSTS	INSTALLATION	QTY	TOTAL
1/2" Polycarbonate Door Options				
Customized standard LTV door	\$1,789	\$600	52	\$124,228
				\$124,228

	COSTS	INSTALLATION	QTY	TOTAL
1/2" Polycarbonate Door Options				
Customized sliding window LTV door	\$2,769	\$600	52	\$175,188
				\$175,188

Electronic installation and maintenance manuals and replacement parts list shall be delivered as part of this contract.

14.0 WARRANTY

The manufacturer shall provide a one (1) year warranty for manufacturer-supplied hardware parts. Contractor shall provide a one (1) year warranty for labor to be free of defects in workmanship. During the warranty period, parts and workmanship found to be defective shall be repaired or replaced by the Contractor at no charge to the County. The County would like the contractor to provide optional pricing for two (2) years and three (3) years extended warranty.

15.0 AWARD:

This contract will be awarded to the overall lowest and best bidder meeting specifications for Base Bid.

16.0 PRICING:

Vendor shall include pricing below for base bid in accordance with Section 3.0. Bid price must be all inclusive. No additional fees are permitted. Delivery to be FOB Fort Bend County.

BASE BID

<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Extended Total</u>
Driver shields	52 X	\$ _____/ea	\$ _____

(Vendor to provide make and model bidding)

ALTERNATE BID #1

Two (2) extended years warranty (manufacturer defects and workmanship)

Alternate Bid #1 Total \$ _____

ALTERNATE BID #2

Three (3) extended years warranty (manufacturer defects and workmanship)

Alternate Bid #2 Total \$ _____

17.0 REQUIRED FORMS:

All bidders are required to complete the attached and return with their submission:

17.1 Vendor Form

Initials of Bidder: *ao*

