

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR AUCTIONEER SERVICES
 PURSUANT TO RFP 25-003**

THIS AGREEMENT ("Agreement") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Lemons Auctioneers, LLP, ("Lemons"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, County desires that Lemons provide professional Auctioneer Services which complies with all requirements and specifications outlined in County's Request for Proposals ("RFP") 25-003 (hereinafter the "Services"); and

WHEREAS, County desires that Lemons provide Services as will be more specifically described in this Agreement pursuant to RFP 25-003; and

WHEREAS, RFP 25-003 is incorporated fully by reference for all purposes as if set forth verbatim below; and

WHEREAS, Lemons represents that it is qualified and desires to perform such Services.

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

AGREEMENT

Section 1. Recitals

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Section 2. Scope of Services

- A. Lemons shall render Services that meet or exceed the minimum requirements of RFP 25-003, attached and incorporated herein as Exhibit A; and as described in Lemons' Response to the RFP which includes the Scope of Work, attached and incorporated herein as Exhibit B.

- B. The Parties reserve the right to add any service to this Agreement that was offered by Lemons in Lemons' original response to RFP 25-003 but such addition may only be done by a written amendment to this Agreement, signed by both Parties.

Section 3. Personnel

- A. Lemons represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Lemons shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Lemons shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Lemons who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 4. Compensation and Payment

- A. County agrees to pay Lemons for services rendered in accordance with Exhibit B.
- B. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation is the maximum sum that County may become liable to pay to Lemons and shall not under any conditions, circumstances, or interpretations thereof exceed the amount certified as available by the Fort Bend County Auditor.

Section 5. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Term and Termination

- A. This Agreement is effective as of October 1, 2024, and shall expire no later than September 30, 2025, unless terminated sooner pursuant to the Agreement. This

Agreement shall not automatically renew, but may be renewed thereafter annually for two (2) one year terms (through September 30, 2027) under the same terms and conditions if mutually agreeable to both parties. The parties acknowledge and agree that services will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.

C. Termination for Default

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

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

This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, Lemons mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, Lemons shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon Lemons and Lemons shall abide by the decision.

2. If, after termination, it is determined for any reason whatsoever that Lemons was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 5B above.

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

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

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Lemons as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Lemons shall promptly furnish all such data and material to County on request.

Section 8. Inspection of Books and Records

Lemons will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Lemons for the purpose of verifying the amount of work performed under the Scope of Services and as described in the Federal Clauses Section of this Agreement. County's right to inspect under this Section survives the termination of this Agreement for a period of four years, unless a longer time is required under the Federal Clauses Section.

Section 9. Insurance

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

3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 4. Auctioneer Professional Liability insurance with limits of \$500,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Lemons shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
 - C. If required coverage is written on a claims-made basis, Lemons warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Lemons shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Lemons.

Section 10. Indemnity

- A. **LEMONS SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF LEMON, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LEMON OR ANY OF LEMON'S AGENTS, SERVANTS OR EMPLOYEES.**
- B. Lemons shall timely report all such matters to 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 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 County required by Lemons in the defense of each matter.
- C. Lemons' duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by 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.

- D. 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 Lemons, Lemons shall nevertheless 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 Lemons are not at issue in the matter.
- E. Lemons' indemnification shall cover, and Lemons agrees to indemnify County, in the event Fort Bend County is found to have been negligent for having selected Lemons to perform the work described in this Agreement.
- F. The provision of insurance by Lemons shall not limit the liability of Lemons under this Agreement.
- G. Lemons shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Lemons' operations. Such provisions shall be in form satisfactory to Fort Bend County.
- H. Loss Deduction Clause - 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 Lemons and/or Trade Lemons providing such insurance.

Section 11. Confidential and Proprietary Information

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

- B. Lemons agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Lemons uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Lemons shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Lemons shall advise County immediately in the event Lemons learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Lemons will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Lemons against any such person. Lemons agrees that, except as directed by County, Lemons will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Lemons will promptly turn over to County all documents, papers, and other matter in Lemons' possession which embody Confidential Information.
- C. Lemons acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Lemons acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Lemons in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Lemons expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractors

- A. In the performance of work or services hereunder, Lemons shall be deemed an independent Lemons, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Lemons or, where permitted, of its subcontractors.
- B. Lemons and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 13. Notices

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

County:

Fort Bend County Purchasing Department
Attn: Purchasing Agent
401 Jackson. Ste. Suite 201
Richmond, Texas 77469

w/copy to:

Fort Bend County
Attn: County Judge
301 Jackson Street, First Floor
Richmond, Texas 77469

Lemons:

Lemons Auctioneers, LLC
18810 Juergen Road
Tomball, TX 77377

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 13(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 14. Compliance with Laws

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

Section 15. Performance Warranty

- A. Lemons warrants to County that Lemons has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Lemons will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Lemons warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

Section 16. Assignment and Delegation

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

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

Section 17. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 18. Successors and Assigns

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

Section 19. Federal Clauses

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

- A. Access to Records and Reports.

Lemons 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 Lemons which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Lemons also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Lemons access to Lemons' 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. Lemons agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Lemons 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. Lemons 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 Lemons 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.

B. Civil Rights Requirements.

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Lemons 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, Lemons 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

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

C. Disadvantaged Business Enterprise (DBE).

The Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including 49 C.F.R. Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. **A separate contract goal has not been established for this procurement.**

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

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

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

D. Distracted Driving.

Lemons 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 Lemons 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.

E. Energy Conservation.

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

F. Environmental Justice.

Lemons 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.

G. Environmental Protections.

Lemons 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.

H. Government-wide Debarment and Suspension.

Lemons shall comply and facilitate compliance with U.S. FTA regulations, Non-procurement 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 Government wide Debarment and Suspension (Non-procurement)," 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, Lemons 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."

I. 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. Lemons 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.

J. Lobbying.

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

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

K. No Government Obligation to Third Parties.

County and Lemons 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, Lemons, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract. Lemons 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 subcontractors who will be subject to its provisions.

L. 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 Lemons and any other Third-Party Agreements.

M. Notification to FTA.

Lemons 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.

N. False Claims.

If the County has credible evidence that Lemons 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.

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

Lemons 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, Lemons 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, Lemons 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 Lemons to the extent the Federal Government deems appropriate.

Lemons 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 Lemons, to the extent the Federal Government deems appropriate.

Lemons 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 subcontractors who will be subject to the provisions.

P. Prompt Payment.

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

Q. Resource Recovery.

Lemons agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002

include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

R. Safe Operation of Vehicles (Seat Belt).

Lemons 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.

S. Transit Asset Management Plan.

Lemons assures that it and will comply with FTA regulations "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

T. Clean Air.

Lemons agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Lemons agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Lemons agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to FTA. Lemons also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

U. Clean Water.

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

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

Clauses required by the Texas Department of Transportation:

A. 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 Lemons 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.

Lemons 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.

B. Debt to State.

The State of Texas shall not be responsible for the debts of the County or Subcontractors.

C. Required Assurance.

Lemons 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. Lemons 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 Lemons 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 Lemons from future bidding as non-responsible.

Section 20. Severability

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

Section 21. Publicity

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

Section 22. Captions

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

Section 23. Entire Agreement

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

Section 24. Conflict

In the event there is a conflict between this Agreement and any attached exhibit, this Agreement controls. In the event there is conflict between Exhibit A and RFP 25-003 shall prevail with regards to the conflict.

Section 25. Certain State Law Requirements for Contracts

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

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: Lemons verifies that if Lemons employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Lemons does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Lemons represents pursuant to Section 2252.152 of the Texas Government Code, that Lemons is not listed on the website of the Comptroller of the State of Texas concerning the listing

of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, LEMONS 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

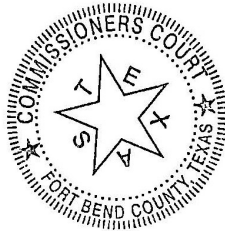
IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

KP George
KP George, County Judge

ATTEST:

Laura Richard
Laura Richard, County Clerk



LEMONS AUCTIONEERS, LLC

[Signature]
Authorized Agent- Signature

Lori Lemons-Campbell
Authorized Agent- Printed Name

President
Title

8/16/24
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$100,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Ed Sturdivant, County Auditor

Exhibit A: RFP 25-003

Exhibit B: Lemons Response to RFP including Scope of Work

i:\agreements\2025 agreements\purchasing\purchasing\lemons auctioneers, llp\auction services agreement pursuant to rfp 25-003 (25-purch-100049).docx bo

Exhibit A

*Fort Bend County, Texas
Request for Proposals*



*Auctioneer Services for County and Public Transportation Assets
RFP 25-003*

SUBMIT SEALED PROPOSALS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, July 2, 2024
2:00 PM (Central)

LABEL ENVELOPE:

RFP 25-003
AUCTIONEER SERVICES

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

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

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

Result will be provide, upon request,
after final agreement is approved by
Commissioners Court.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Cheryl.Krejci@fortbendcountytexas.gov

Vendor Responsibilities:

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



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

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

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTENT:

It is the intent of Fort Bend County to contract with one (1) professional auctioneer firm to conduct auctioneer services for the disposal of County and Public Transportation surplus property and equipment.

2.0 GUIDELINES:

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

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

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings,**

conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, five (5) paper physical copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, July 2, 2024**. Flash drive must contain only one (1) file in PDF format and must match the written/original/paper response identically. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R25-003
Purchasing Department	Due Date: Tuesday, July 2, 2024
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, TX 77469	For: Auctioneer Services

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

delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

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

5.0 INCURRED COSTS:

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

6.0 ACCEPTANCE:

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

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, June 18, 2024 at 9:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

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

8.0 CONTRACTUAL OBLIGATIONS:

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

9.0 RETENTION OF RESPONDENT'S MATERIAL:

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

10.0 ASSIGNMENT:

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

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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

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

12.0 CONFIDENTIAL MATTERS:

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

13.0 LIMITS OF SUBCONTRACTORS:

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

14.0 JURISDICTION, VENUE, CHOICE OF LAW:

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

15.0 INDEPENDENT CONTRACTOR:

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

16.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

17.0 DRUG-FREE WORKPLACE:

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

18.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

19.0 POWER OF ATTORNEY:

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

20.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 20.1 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.
- 20.2 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.

21.0 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.

22.0 INSURANCE:

- 22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with submission, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 22.2.5 Auctioneer Professional Liability insurance with limits not less than \$500,000.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall indemnify and hold harmless County against all liability for damages arising from activities of Respondent, its agents, servants or employees, performed under this agreement to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent, its agents, servants, employees, consultants under contract, or another entity over which the Respondent exercises control. Respondent agrees to reimburse County for reasonable attorney's fees in proportion to Respondent's liability.

- 23.1 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.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless 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.
- 23.3 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.
- 23.4 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.5 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.6 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 TENTATIVE SCHEDULE OF EVENTS:

Release of RFP:	June 9, 2024
Deadline for Questions:	June 18, 2024, 9:00 AM
Submission Due Date:	July 2, 2024, 2:00 PM
Evaluation of Submissions:	Week of July 8, 2024
Commissioners Court Permission to Negotiate:	July 23, 2024
Negotiations:	Begin July 24, 2024
Final Contract Approval Commissioners Court:	September 10, 2024

25.0 PRE-RFP MEETING:

There is no pre-RFP meeting for this solicitation.

26.0 TERM:

This contract is for the period October 1, 2024 through September 30, 2025, renewable annually through September 30, 2027 under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

27.0 PRE-AUCTION ACTIVITIES:

27.1 Technical Requirements:

- 27.1.1 Respondent must be a licensed auctioneer in the State of Texas.
- 27.1.2 Respondent must be experienced and adept at conducting public auctions utilizing Respondent's furnished equipment.
- 27.1.3 Respondent must be experienced at utilizing a variety of auctioneering methods to conduct auctions including online auctions.
- 27.1.4 Respondent must not buy directly or indirectly from any auction that he/she is conducting for Fort Bend County.
- 27.1.5 Respondent will not be compensated for unconsummated sales.
- 27.1.6 Respondent to conduct public auction without minimum or reserve, buyer's premium, bid-ins or buy backs.
- 27.1.7 Respondent required to conduct auctions for equipment that will be sold as "conditional sales".

27.2 Work Requirements:

- 27.2.1 Respondent must recommend the auction method that is best suited for the type of property being sold.
- 27.2.2 Respondent may recommend any method deemed necessary to accomplish the goal of obtaining a fair return of value, to include but not limited to, live/public auction, online/internet reserve pricing auction, and/or simulcast bidding.
- 27.2.3 Fort Bend County reserves the right to reject the recommended method and require a specific method whenever deemed necessary.
- 27.2.4 Respondent must provide all labor, equipment and supplies necessary to prepare for and conduct each auction.
- 27.2.5 Fort Bend County reserves the right to select the location of all auctions.
- 27.3 Advertising:
 - 27.3.1 Prior to each sale, the Respondent shall advertise the auction event.
 - 27.3.2 All advertising must be approved by Fort Bend County.
 - 27.3.3 Respondent must advertise the sale in at least the following ways:
 - 27.3.3.1 Brochure. Respondent must print a minimum of 1,000 two-colored sales brochures fourteen (14) calendar days prior to the auction. Of which 100 are to be given to the Fort Bend County Purchasing Department and remainder mailed to your clients. Brochure to contain at a minimum the auction location, date, time, terms and conditions, and pictures of items being sold.
 - 27.3.3.2 Newspaper. Respondent must advertise at a minimum in the Houston Chronicle, Fort Bend Herald, Southwest Star and Fort Bend Independent newspapers once a week for two (2) weeks prior to the auction.
 - 27.3.3.3 Websites. Respondent must post the auction notice on his/her own company's website as well as the Houston Chronicle website. Fort Bend County will post on the county's website.
 - 27.3.3.4 Respondent must recommend and conduct an appropriate advertising process for sales that will be conducted entirely online.

28.0 EXECUTION OF AUCTION:

- 28.1 Setup/Display:

28.1.1 Fort Bend County shall organize all items to be sold.

28.1.2 Respondent must lot all items to be sold.

28.1.3 Respondent must provide and apply “As-Is Where Is” form on each vehicle in the sale.

28.1.4 Respondent must be available during scheduled viewing times and during auction to assist with any questions or request for information raised by auction attendees.

28.2 Labor:

28.2.1 Respondent must ensure that all attendees are registered and receive a copy of the terms and conditions of sale.

28.2.2 Respondent must make sure all forms are turned in by attendees when registering (example: Texas Sales & Use Tax Resale Certificate and the Bank Letter of Guarantee)

28.2.3 Respondent must settle any disputes which may arise among the buyers, or between a buyer, and County, which pertain to a lot or lots purchased.

28.2.4 Respondent must provide Auction Status/Sales Activity/Auction Summary (Grand Totals in addition to itemized details for all items sold including Commission).

28.2.5 Respondent must register buyer report for purchasers/for all attendees (In sequential buyer number order).

28.2.6 Respondent must provide multiple reports with the required information included: buyer name, buyer number, lot number, invoice number, amount (with a total), vehicle identification number (VIN) and description.

28.2.7 Respondent to remit gross proceeds for the auction to the County upon completion of auction; except credit card receipts which are to be remitted within 72 hours of conclusion of the auction.

28.2.8 Fort Bend County will provide all security during auctions held on County property.

28.3 Sale:

28.3.1 After the sale of any titled vehicles, Fort Bend County will furnish the title application form and take the necessary steps to release the title.

- 28.3.2 Respondent to provide Sales Tax Report itemized sales tax report with summary for backup to support the Texas Sales and use Tax Return submitted to the Texas Comptroller of Public Accounts (No assessing convenience fees on sales tax)
- 28.3.3 Respondent to provide Department Report/Seller Settlement by County Department.
- 28.3.4 Respondent to provide Invoices (with sequential numbering system not the buyer/paddle number).
- 28.3.5 Respondent must provide an official hard copy of the Terms and Conditions of the sale that is handed out to Auction attendees at time of registration.
- 28.4 Payment by the County to Auctioneer:
 - 28.4.1 Upon completion of auction, Respondent will submit an official hard copy of the two-colored sales brochures and clear, concise invoice and proof of advertisements. (Section 27.3).
 - 28.4.2 Intent to perform as a DBE Contractor/DBE Subcontractor is required with the response if a DBE firm is the primary proposer or is to be utilized as a subcontractor by a primary proposer.
 - 28.4.3 The County Auditor's Office will complete an analysis of the auction (i.e. check sales receipts, sales tax receipts, advertisement invoices, etc.) prior to payment authorization.
- 28.5 Additional requirements of Auctioneer:
 - 28.5.1 Auctioneer to deposit cash and have the ability to electronically transfer to Fort Bend County initiated on the next business day.
- 28.6 Sale History:
 - Live 2019 = 132 lots = \$392,589.90
 - Online 2019 = 7 auctions = 98 lots total = \$70,958.30
 - Live 2020 = 103 lots = 630,810.00
 - Online 2020 = 7 auctions 217 lots total = \$112,347.90
 - Live 2021 = 159 lots = \$893,142.00
 - Online 2021 = 4 auctions = 132 lots = \$136,095.30
 - Live 2022 – No live auction in 2022
 - Online 2022 = 5 auctions = 256 lots = \$319,859.10
 - Live 2023 = 208 lots = \$ 732,389.42
 - Online 2023 = 6 auctions = 161 lots = \$191,239.20

29.0 NAIC CODES:

The following NAIC codes are set for this project; however, they are not all inclusive. Fort Bend County utilizes the following website: <http://www.txdot.gov/business/partnerships/tucp.html>

561990 Auctioneers, independent

30.0 FEDERAL CLAUSES:

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

30.1 Access for Individuals with Disabilities (ADA Access).

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609; and
- (10) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and
- (12) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

30.2 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.

30.3 Breaches and Disputes.

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

30.4 Civil Rights Requirements.

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

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

Race, Color, Creed, National Origin, Sex

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

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

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

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

30.5 Clean Air.

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

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

30.6 Clean Water.

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

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to FTA.

30.7 Disadvantaged Business Enterprise (DBE).

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

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

The Contractor and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S.FTAassisted 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 nonresponsible. 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.

30.8 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.

30.9 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.

30.10 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.

30.11 Energy Conservation.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The State of Texas does not have an energy conservation plan.

30.12 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 LowIncome 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.

30.13 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.

30.14 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.

30.15 Force Majeure.

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force

Majeure Events”): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice in writing within three (3) business days of the Force Majeure Event to the other party disclosing the estimated length of the delay and the cause of the delay. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of ten (10) days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

30.16 Government-wide Debarment and Suspension.

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

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

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

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

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

30.17 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.

30.18 Lobbying.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

30.19 No Government Obligation to Third Parties.

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.

30.20 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.

30.21 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.

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

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

the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

30.23 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.

30.24 Resource Recovery.

This Contractor agrees to include the following clause in all contracts and subcontracts for procurements of \$10,000 or more.

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

30.25 Safe Operation of Motor Vehicles (Seat Belt).

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

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

30.26 Termination.

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

31.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

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

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding Requirements
2	Firm Experience
3	Fee
4	Overall completeness

- 31.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

- 31.3 Proposals shall be no more than 25 pages, single-sided using 12 point or greater font size, not including resumes. Each resume shall be 2 page maximum, single-sided using 12 point or greater font size. Proposal pages shall be numbered and

bound, or in a 3-ring binder with the proposing Respondent's name clearly indicated on the cover.

31.4 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with qualifications listed in the RFP specifications/scope of work/requirements. Include length of time the company has been in business.

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

Tab 1

Understanding Requirements (weight factor = 40%)

- Demonstrate how Respondent will accomplish all elements of requirements from pre-auction activities, to auction day activities. Include methodology that will be utilized to secure the highest dollar for the surplus property offered.

Tab 2

Firm Experience (weight factor = 30%)

- Provide proof of State of Texas auctioneer license.
- Provide a minimum of three (3) references of onsite auctions held in the past two (2) years. References are to include the client's name, total gross sales, location of sale, contact name, phone and email address.

Tab 3

Fee (weight factor = 25%)

- Provide commission rate for online auctions and commission rate for onsite auctions. Rate is a turn-key rate to include all elements as stated herein.

Tab 4

Overall completeness of submission (weight factor = 5%)

- Required forms

32.0 TEXAS ETHICS COMMISSION FORM 1295:

32.1 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/filinginfo/1295/>

32.2 On-line instructions:

32.2.1 Name of governmental entity is to read: Fort Bend County.

32.2.2 Identification number used by the governmental entity is: RFP 25-003.

32.2.3 Description is the title of the solicitation: Auctioneer Services.

32.3 Highest evaluated vendor(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.

33.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. The County will evaluate the responses and select the respondent whose proposal is the highest evaluated and responsible. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

34.0 VENDOR STATUS:

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

35.0 REQUIRED FORMS:

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

35.1 Vendor Form

35.2 W9 Form

35.3 Tax Form/Debt/Residence Certification

35.4 Proof of Insurance

- 35.5 Certification of Restrictions on Lobbying
- 35.6 Certification Regarding Government-Wide Debarment and Suspension (Non-Procurement)
- 35.7 Disclosure of Lobbying Activities
- 35.8 Intent to Perform as a DBE Contractor/DBE Subcontractor (If applicable)
- 35.9 PTN-130
- 35.10 Subcontractor Participation (If applicable)
- 35.11 Contractor Payment Report (Submit with each Public Transportation Invoice, if applicable)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

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

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

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

Fort Bend County Tax Acct. No.*

Property address or location**

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

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

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

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

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

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

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

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

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

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

I, _____, _____, hereby certify on behalf of
 (Name) (Title)
the _____, that:
 (Company Name)

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

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

Executed this _____ day of _____, 20__.

Signed: _____

Printed Name: _____

Company Name: _____

CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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

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

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

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

Disclosure of Lobbying Activities

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

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

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

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

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

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

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



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

Name of **Offeror/Prime Contractor**: _____

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

Project Name: _____

IFB/RFP/RFQ Number: _____

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

Ethnic Codes:

A) Black American Male

B) Black American Female

C) Hispanic American Male

D) Hispanic American Female

E) Native American Male

F) Native American Female

G) Asian Pacific American Male

H) Asian Pacific American Female

I) SubContinent Asian American Male

J) SubContinent Asian American Female

K) Non Minority Female

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

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

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

Printed Name of Offeror/Prime Contractor Authorized Representative

Signature of Authorized Representative

Date Signed

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

(Subcontractor/Subvendor)

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed



Consolidated Certification Form

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

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

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

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

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

Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

Award Exceeding \$25,000

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

☐ **Award Exceeding \$50,000**

24. Contracting with the Enemy

☐ **Award Exceeding \$100,000**

25. Lobbying Restrictions

☒ **Award Exceeding \$150,000**

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

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

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

3. Changes to Federal Requirements

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

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

4. Civil Rights

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

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

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

5. Incorporation of Federal Transit Administration (FTA) Terms

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

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

6. Energy Conservation

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

7. Trafficking in Persons

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

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

8. False or Fraudulent Statements or Claims

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

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

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

9. Disadvantaged Business Enterprises

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

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

C. Liquidated damages; and/or

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

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

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

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

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

part 1630;

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

12. Special Notification Requirements for States

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

13. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

14. Federal Tax Liability and Recent Felony Convictions

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

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

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

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

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

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

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

16. Prompt Payment

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

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

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

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

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

18. Conformance with ITS National Architecture

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

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

19. Severability

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

Awards Exceeding \$10,000

20. Termination

A. Termination for Convenience

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

B. Termination for Default [Breach or Cause]

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

C. Opportunity to Cure

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

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

D. Waiver of Remedies for any Breach

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

21. Solid Wastes

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

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

Awards Exceeding \$25,000

22. Debarment and Suspension

The Recipient agrees to the following:

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

23. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

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

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

C. Federal Interest in Recovery

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

D. Enforcement

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

E. Agency Process

*Vendors may view the dispute resolution process here:

<https://www.fortbendcountytexas.gov/government/departments/public-transportation/fta-funded-procurements>

Awards Exceeding \$50,000

24. Never Contract with the Enemy

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

Awards Exceeding \$100,000

25. Lobbying Restrictions.

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

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

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

and

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

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

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

D. Lobbying and Disclosure Certification

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

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

Name of Company	Printed Name of Person Completing Form
Date	Signature

Awards Exceeding \$150,000

26. Environmental Protection (Clean Air and Clean Water)

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

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

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

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

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

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

13. §2252.0012 Gov't Code Signature Authority

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

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

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

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

19. §2274.002 Energy Company Boycotts

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

20. §2274 Firearm Entities and Trade Association Discrimination

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

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

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

Certification to Purchaser

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

Name of Company:

Address:

Telephone:

SS# or Tax ID#:

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

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

Is your firm a DBE? ☐ Yes ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

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

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

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

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

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

3a. Federal Professional Services Architectural & Engineering Related Clauses

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

B. Patent Rights and Rights in Data

C. Termination Clause: (Select One)

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

☐ For Architectural and Engineering

A. Rights in Data and Copyrights

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

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

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

B. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

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

shall, at a minimum, include the following restrictions:

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

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

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

C. Termination Clauses

Termination for Convenience (Professional or Transit Service Contracts)

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

Professional Services / A&E Certification

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

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

Name of Company	Printed Name of Person Completing Form
Date	Signature

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

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

A. §2155.4441 Gov't Code Buy Texas Affirmation

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

B. Executive Order No. RP8 E-Verify Program

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

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

C. §2155.005 Texas Government Code Anti-Trust Affirmation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Services / A&E Certification

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

Name of Company	Printed Name of Person Completing Form
Date	Signature



Fort Bend County Public Transportation (FBCPT) Subcontractor Participation

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

Name of Offeror/Prime Contractor: _____

Project Name: _____

IFB/RFP/RFQ Number: _____

1	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
2	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
3	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

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

Printed Name of Authorized Representative of Offeror/Prime Contractor

Signature

Date Signed



Fort Bend County Public Transportation
Subcontractor Participation

Continuation of Page 1 -- For Use if Necessary

5	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
6	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
7	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
8	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
9	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
10	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

CONTRACTOR PAYMENT REPORT

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

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

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

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

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

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

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

Authorized Signature	Date	Printed Name and Title

FORT BEND COUNTY PUBLIC TRANSPORTATION

INSTRUCTIONS FOR COMPLETING THE CONTRACTOR PAYMENT REPORT

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

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.	14. <u>Remaining Amount Owed</u> Calculate: Dollar amount of the contract minus the amount paid to you to date by Fort Bend County. Enter the dollar amount. 15. <u>Committed DBE %</u> Enter the percentage of DBE participation you committed to obtain in the contract. 16. <u>% Actual DBE Participation to date</u> Calculate: Total combined dollar amount paid to the DBEs divided by the dollar amount received from Fort Bend County to date. Enter the percentage. 17. <u>Name of Each Subcontractor That This Invoice Applies To</u> List the name of each subcontractor that submitted an invoice to you in this period. (Ref #3) (Use additional sheets if necessary.) 18. <u>DBE or Non-DBE</u> Fill in accordingly. 19. <u>Description of Work</u> Brief description of the work performed by the subcontractor 20. <u>Invoice Number</u> Fill in the number of the invoice submitted to you by the subcontractor in this period. 21. <u>Invoice Date</u> Fill in the date of the invoice submitted to you by the subcontractor in this period. 22. <u>\$ Amount of Invoice</u> Enter the amount of the invoice submitted to you by the subcontractor in this period. 23. <u>Subcontract Dollars \$</u> Enter the total committed dollar amount to the subcontractor. 24. <u>\$ Amount Paid to Date</u> Enter the total amount you have paid the subcontractor to date. 25. <u>% Paid to Date</u> Calculate: Dollar amount paid to the subcontractor to date divided by the amount committed to them. (Item 23 divided by Item 22). Enter the percentage.
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17. Name of each Subcontractor that this Invoice applies to	18. DBE or Non-DBE	19. Description of Work	20. Invoice Number	21. Invoice Date	22. \$ Amount of Invoice	23. Subcontract Dollars \$	24. \$ Amount Paid to Date	25. % Paid to Date

EXHIBIT B



FORT BEND COUNTY

**AUCTIONEER SERVICES FOR COUNTY AND PUBLIC
TRANSPORTATION ASSETS, RFP 35-003, Deadline: Tuesday, July
2, 2024, 2 P.M. (Central)**



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





REQUEST FOR PROPOSAL (RFP)
Auctioneer Services for County and
Public Transportation Assets for
Fort Bend County

RFP 25-003
Tuesday, July 2, 2024
2:00 PM (Central)

Issued By: Lemons Auctioneers, LLC
and Online Pros

18810 Juergen Road
Tomball, Texas 77377

P: (281)357-4977 or (800)243-1113
F: (281)357-4974 or C: (713)252-4000

lori@lemonsauctioneers.com

lemons@onlinepros.com

President: _____

Lori Campbell, 7341

Vice President: _____

Jackie Shillingburg, 12437



ONLINEPROS.COM
THE ONLINE AUCTION SPECIALISTS

RESUME

HISTORY

2001 - Present

Lemons Auctioneers, LLC was founded in 2001 in Magnolia, Texas following its predecessor Del Lemons Co., Inc. an auctioneering firm that professionally set the standards in the live auction industry.

Lemons Auctioneers, LLC was established by Lori Campbell and Jackie Shillingburg with a vision of streamlining the live auction industry. Along with their many contributions, they conducted their first online only auction in 2001 and with great popularity it changed the future of their business operations.

The preceding company Del Lemons Co., Inc. conducted many auctions in the late 1960's and early 2000's. Their focus comprised business liquidations, oil industries, refineries, exploration companies, banking and lending institutions, Small Business Administration, Internal Revenue Service and many industries specific auctions.

Our Lemons Auctioneers auction teams are experts in the sale of heavy equipment, construction equipment, tractor trucks, specialty trailers, automobiles, diesel engines, valves, industrial and commercial air conditioning, pumps, restaurant equipment, automotive equipment, wood and metal shop equipment, oilfield laboratory equipment and electronics, Farm Equipment, Portable Buildings, and many specialized industries.

In 2005, the live auction team implemented the opportunity to bid by live interactive online (live simulcast) auction. This allows the live and online bidders the opportunity to bid on the same items at the same time via the internet.

The live auction team in 2007 procured a portable self-contained cashiers' trailer for the comfort and ease of its registration and cashiers' staff. In 2010 they obtained a portable self-contained live auctioneers' trailer to further promote its auctioneers. The auctioneers enjoy the comfort of a climate-controlled environment while supported by a state-of-the-art sound system. In 2008 the owners became licensed realtors in the State of Texas and offered selling real estate by live or online auction.

Lemons Auctioneers a trademarked company in the US, Mexico, and Canada in 2009 reorganized its online site by launching a new division, Online Pros. Online Pros, a trademarked company in the U.S., Mexico, and Canada is a leading provider in the online auction industry conducting online only auctions twenty-four hours a day seven days a week for its increasing clientele. Online Pros is an online only company where consumers or businesses have the unique opportunity to purchase surplus assets from other governmental agencies, businesses & specialty industries. Online Pros is owned and operated by Lemons Auctioneers, LLC. Online Pros sells merchandise all over the nation and has buyers from all over the world. Lemons Auctioneers in 2013, purchased a three (3) acre fenced, safe and secure facility to offer additional services to its local clientele.

In 2018, Online Pros completed construction on a new state of the art online site. Improvements included an exemplary reporting platform, bidding platform, seller management platform, Online Pros App available to use on any digital device for bidding, etc. In 2021, Lemons auctioneers added an additional 5,000 warehouse to its present location in Tomball, Texas for the convenience of its clientele.

Leadership/Honors

Our originators, Lori Campbell, President and Jackie Shillingburg, Vice President serve in the daily operations of Lemons Auctioneers and Online Pros. Lori manages account payables, accounts receivables, HR, assist with live and online auction logistical functions and marketing. She is the Chief Appraiser and has a current Texas Auctioneers License and Real Estate Brokers License.

Jackie Shillingburg manages the daily operation of the live and online auction technology and logistics.

She is a marketing expert and works closely with marketing staff to achieve success in every auction conducted by Lemons Auctioneers and Online Pros. Jackie has a current Texas Auctioneers License and Real Estate License.

Lori Campbell and Jackie Shillingburg are both inducted in the Texas Auctioneers Hall of Fame. They both have served on the Board of Directors for the Texas Auctioneers Association and served as President.

Community Service/Association:

Greater Tomball Chamber of Commerce
Tomball Athletic Association
National Auctioneers Association
Texas Auctioneers Association
Certified Auctioneers Institute

The owners at Lemons Auctioneers, LLC and Online Pros contribute their continued growth and success to building professional positive business relationships with our clients, our dedicated and experienced staff, and by working together as a team to achieve one common goal: A successful auction!



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EXECUTIVE SUMMARY

LEMONS AUCTIONEERS, LLC, AND ONLINE PROS

Since 2001, Lemons Auctioneers has been helping governmental agencies maximize value and efficiently liquidate surplus assets. Our seasoned auctioneers prioritize Fort Bend County's best interests, diligently working towards your specified goals. We offer live, live simulcast, and online auctions at your location or at our auction facility, utilizing our marketing expertise to attract the widest pool of bidders.

At Lemons Auctioneers, we prioritize the ease of bidding and communication with our clients. Serving regional, national, and international clientele, we ensure convenience for our bilingual customers through our bilingual staff.

Our auction headquarters is located at 18810 Juergen Rd., Tomball, Texas, minutes from Grand Parkway/SH 99. Our auction facility is available on an as need basis for our clients. We have a 3.25 acre fenced and secure facility with a 9000 square foot building for you to use at your convenience.

Our effective marketing strategy will consistently attract both existing and new buyers from regional, national, and international markets, ensuring the ongoing success of Fort Bend County. We promote your auction through a variety of proven methods, including local and regional newspapers, colorful brochures, prominent signage, our auctioneers' website, popular third-party websites, engaging action videos, weekly newsletters, and direct personal contact. Our extensive buyer network and dedicated auction team will drive your success!

AUCTION METHODS

Onsite/Live/Live Simulcast Auctions:

Lemons Auctioneers combined decades of experience and marketing expertise gives us the skill to secure the highest bids for your items and the ability to design innovative solutions for selling both popular and hard to move items.

Our staff will be responsible for inventorying, advertising, registration, cashiering, auctioning items, identifying buyers, equipped for taking photos, and action videos of inventory. We provide printable catalogues with lot numbers, descriptions and photos of the auction items along with a virtual tour of the items to be auctioned on our website at www.lemonsauctioneers.com or www.onlinepros.com.



EXECUTIVE SUMMARY CONTINUED:

Our nationally ranked licensed lead auctioneers are preferred auction professionals used in the marketplace. Lemons Auctioneers provides a well-trained staff, and your auctioneer will personally oversee your account and will be matched depending on his or her specialization in your industry. We will provide Fort Bend County with a professional marketing campaign, knowledge in legal requirements, public notices, onsite safety procedures, state-of-the art auctioneers trailer, and mobile self-contained cashier's office trailer for Fort Bend County's convenience at your auction facility. Our experienced staff will oversee an orderly and secure removal on appointed removal days at your location and assist with Buyer Removal through our office. Auction settlement and funding are completed in the manner described in this RFP by Fort Bend County.

Onsite/Online Auctions:

Lemons Auctioneers conducts industry specific online auctions daily through our national online auction division Online Pros. Our clientele bid and buy through the online pros' app from the comfort of their business or home 24/7. Many of our Sellers have found that in some cases they have observed an increase in sales revenue. Lemons Auctioneers goal is to achieve the maximum attainable value for Fort Bend County's Surplus Assets utilizing the online auction method of marketing. Our knowledgeable and experienced online staff are available during normal business hours to assist Fort Bend County with their online auction needs. Lemons will provide the same full service expected in live auctions and continue to work closely with Fort Bend County to attain these goals. Online Auction Services include inventorying, photography, advertising, buyer and seller online auction training, specialized marketing campaign, online placement, administrative duties, online payment, provide title information, settlement, and assistance with Buyer Removal through our office. Auction settlement and funding are completed in the manner described in this RFP by Fort Bend County.

Auction Facility

Lemons Auctioneers offers the convenience of utilizing our auction facility for your live and online auction needs. We host auctions on an ongoing basis at our secure warehouse and yard facility in Tomball, Texas at 18810 Juergen Road. Enjoy the convenience of our auction team performing the complete auction process at our auction location including a secure facility, set up, lotting, tagging, inventorying, photography, advertising, preview, removal, and auction settlement.

TAB 1

UNDERSTANDING REQUIREMENTS





UNDERSTANDING REQUIREMENTS FORT BEND COUNTY AND PUBLIC TRANSPORTATION ASSETS LIVE/PUBLIC, INTERNET RESERVE PRICING AND SIMULCAST AUCTION

26. Term:

The contract is for the period October 1, 2024, through September 30, 2025, renewable annually through September 30, 2027, under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

27.0. PRE-AUCTION ACTIVITIES:

Technical Requirements:

- a. Auctioneers have a current Auctioneers license and in good standing with Texas Department of Labor and Standards.**
- b. Auction will furnish all equipment necessary to host a live public/or Live Simulcast successful auction event.**
- c. Auctioneers have been in business since 2001 and successfully offer the sale of merchandise by Live/Public Auction, Simulcast Auction, and Online/Internet Reserve Pricing Auction.**
- d. Auctioneer and staff will not buy directly or indirectly from any auction that he/she is conducting for Fort Bend County.**
- e. Auctioneer will only be compensated by the merchandise that is sold by Auctioneer. Auctioneer will not be compensated for unconsummated sales.**
- f. Auctioneer will conduct public auction without minimum or reserve, buyer's premium, bid –ins or buy backs.**
- g. Auctioneer will conduct auctions for equipment that will be sold as “conditional sales.”**
- h. Fort Bend County will contact Auctioneer to determine an auction timeline for the upcoming auction event. The Auctioneer and Fort Bend County will determine which auction service will be most advantageous for the County.**
- i. Auctioneer will provide all labor, equipment, and supplies necessary to conduct a successful auction.**

Advertising Campaign





27.3 PRE-AUCTION ACTIVITIES ADVERTISING:

Prior to each sale, the Auctioneer will advertise the auction event according to Fort Bend County proposal RFP 27.3. Fort Bend County must approve all advertising prior to placement.

Banners:

a. Auctioneer will place auction banners on chain link fencing at the auction facility once a date is determined. Banners will include the name of the auction, date of the auction, time of the auction, and auctioneer's website.

Brochures:

Auctioneer will print at least 1,000 colored brochures that will be mailed out to prospective bidders, 100 colored brochures will be delivered to Fort Bend County Purchasing Department at least 14 calendar days prior to the auction event.

Newspaper:

Auctioneer will place a newspaper advertisement at Auctioneers Expense in the Houston Chronicle, Fort Bend Herald, Southwest Star, and Fort Bend Independent Newspaper for once a week for two (2) weeks prior to the auction event. (Examples available in the Support Materials Tab in this RFP)

Website and Third Party Websites: Auctioneer will place the upcoming auction on the auctioneer's website, website banner, Houston Chronicle website, Facebook, Facebook Live Video, Reels, place auction "Coming Soon" on top tier on website for maximum exposure as soon as the auction date is determined, website listing will include all terms and conditions, lot #, description, operational videos, photos of the units to be sold, Fort Bend County and Public Transportation Unit #, Operational Condition (Starts, Not Running, or Condition Unknown).

Newsletter:

Auctioneer will send out an emailed newsletter to all prior Fort Bend County attendees and Auctioneers prospective buyer list first class.\



27.3 PRE-AUCTION ACTIVITIES ADVERTISING CONTINUED:

Push Notifications:

The Auctioneer will send a push notification to previous attendees, informing them of the upcoming auction and the preview date and time.

Text Notification:

The Auctioneer will offer pre-registration to all attendees through the Auctioneers office online during the week leading up to the auction event.

Personal Invitation:

Auctioneer will contact personally buyer's who attended prior auctions and prospective buyers who may be interested in attending the Fort Bend County Auction.

28. EXECUTION OF AUCTION

Set Up/Display/Asset Tracking:

- a. Seller will be responsible for placing all merchandise in the assigned auction areas.
- b. Auctioneer will supply experience staff to conduct asset tracking (tagging, inventorying, digital photography, operational videos, vehicle "AS IS" Forms, vehicle title vin number verification, Exempt Plate and Fort Bend County name removal verification, Police Equipment Removal Verification, Jump Starting Vehicles for running status, Etc.)
- c. The seller shall provide the auctioneer with all pertinent information regarding the merchandise, including but not limited to its current condition, usage, salvage status, missing parts, damages, wrecks, current vehicle identification numbers, manuals or reports if available.

Preview:

- a. Auction Preview: Auctioneer will have auction team members available on preview day that will assist with any questions concerning the auction process, terms and conditions, removal, and auction pre-registration will be available.



28.2 Labor/Auction Day:

Staff:

- a. Auctioneer will supply on auction day, professional and experienced staff including licensed auctioneers, cashiers, customer support staff, help desk, clerks, ring persons, vehicle key staff, and checkout staff.**
- b. Auctioneer will supply computerized registration and clerking.**
- c. Auctioneer will supply a mobile office to conduct the auction registration and cashiering.**

Terms, Bank Letter of Guarantee, and Texas Sales & Use Tax Resale Certificate:

- a. The auctioneer will provide all registered bidders with the county's Terms and Conditions of the auction sale and will ensure that each bidder signs the terms and conditions for the county's records.**
- b. During registration, registrars will ensure that each attendee completes the appropriate Texas Sales & Use Tax Resale Certificate, Agricultural Exemption, etc., if applicable. The registrar will also verify the current status of the number on the state site at that time.**

Disputes:

- a. The Auctioneer will be conducting a live auction Recording of the auction while it is taking place to limit disputes auction day. Auctioneer will settle any disputes which may arise during the auction process between buyers, and buyer and county.**

Buyer Auction Day Payment Requirements:

Auctioneer Recommends Payment for Vehicles, Trucks, Trailers, Heavy Equipment, and Specialty Vehicles will be accepted by only cash, cashiers check, money order, or check with a bank letter of guarantee made out to Fort Bend County.

Auctioneer will accept credit or debit card payment on all other general merchandise.



28.2 Auction Settlement Method I Per RFP:

- a. Auctioneer will provide settlement documentation including Auction Status/Sales Activity/Auction Summary or documentation comparable to documentation requested by county.**
- b. Auctioneer will supply a registered buyer report for all purchasers/attendees in sequential buyer number order.**
- c. Auctioneer will supply multiple reports with the buyer's name, buyer number, lot number, invoice number, amount (with total), vehicle description, vehicle vin number, and Fort Bend County Unit number.**

28.2.7 Settlement Payment To Fort Bend County:

- a. Auctioneer at the completion of the auction will remit all cash to Fort Bend County once the cash drawers are reconciled for each cashier or upon Fort Bend County's request, cash will be deposited at Woodforest National Bank in Tomball, Texas in an escrow account provided by Auctioneer.**
- b. Within 72 hours of the conclusion of the auction; auctioneer will provide County with a check, wire transfer, or ACH payment from Auctioneer to Fort Bend County for cash collected on auction day if auctioneer deposits cash in Woodforest National Bank.**
- c. Within 72 hours of the conclusion of the auction Auctioneer will provide all checks made out to Fort Bend County and Bank letter of Guarantees.**
- d. Within 72 hours of the conclusion of the auction Auctioneer will provide a check, wire transfer, or ACH payment to Fort Bend County for all credit card purchases less an administrative charge of 3.25% for each item purchased charged to buyer at the time of purchase. Auctioneer will supply the original receipt with each invoice for Fort Bend County's records.**



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Auction Settlement Continued Per RFP:

Sales Tax:

Auctioneer shall remit to Fort Bend County all sales taxes collected from purchasers and due and payable to the State of Texas. Auctioneer shall account for non-collection of sale tax to persons or entities holding valid tax exemption or resale certificates and submit documentation to Fort Bend County.

28.2.7 ALTERNATIVE SETTLEMENT METHOD II AVAILABLE FOR FORT BEND COUNTY:

Per Q & A Question 6: Lemons Auctioneers Offers An Alternative Method for Seller Payment that is Utilized By Over 500 Clients Below:

- a. Auctioneer will be responsible for receiving all payments for Fort Bend County by Cash, Cashiers Check, Wire Transfer, Zelle, Money Order, Credit Card or Debit Card when applicable, Direct Deposit at Woodforest National Bank upon the completion of the auction.
- b. Auctioneer will pay all sales tax collected to the Texas Comptrollers office per the auction location of Fort Bend County.
- c. Auctioneer within 10 calendar days will supply Fort Bend County with a check, ACH payment, or Wire Transfer with the proceeds of the auction less the commission stated in this proposal along with a copy of all final settlement documentation, copy of all sales tax collected, terms and conditions, and any supporting documentation requested by Fort Bend County.

28.2.8 SECURITY:

- a. Auctioneer will work closely with Fort Bend County to ensure that the facility and its guest are always in a safe environment. A Fort Bend county police officer will be placed by the cashiers stand by request of the Auctioneer and as appointed by Fort Bend County for upmost safety.

SALE DAY, PAYMENT BY COUNTY AND REQUIREMENTS





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28.3 Sale Day

Vehicle Title Preparation (Method I Per RFP):

1. After the sale Fort Bend County will furnish the title application form 130-U and prepare take the necessary steps to release the titles.

Alternative Method Vehicle Title Preparation (Method II):

1. The County will prepare the 130-U forms and sign the front and back of title in the proper location.
2. Auctioneer will fill out the buyer information on the back of the titles and the 130-U forms. Make a copy for Fort Bend County and Auctioneers records.
3. Auctioneer will prepare and mail out the VTR 346 forms to Department of Motor Vehicles for Fort Bend County. Auctioneer will supply a copy to Fort Bend County of each VTR 346 submitted for their records.

28.3.2 Sales Tax Reporting, Report/Seller Settlement, Invoices, Terms and Conditions

Sales Tax Reporting:

Auctioneer will supply Fort Bend County with an itemized Sales Tax Report that will be utilized for proper accounting for the Texas Comptroller of Public Accounts office.

Report/Seller Settlement:

Auctioneer will supply Fort Bend County a Report/Seller settlement to be utilized for accounting purposes.

Invoices:

Auctioneer will supply Fort Bend invoices that will be in sequential number.

Terms and Conditions:

Auctioneers will supply a copy of the Terms and Conditions that will be approved by Seller pre-auction and post auction in the settlement documentation.



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28.4 PAYMENT BY COUNTY TO AUCTIONEER

Settlement Documentation:

- a. Auctioneer will supply a copy of the colored brochure in the settlement packet.
- b. Auctioneer will supply a copy of all newspaper advertisement and a copy of the paid invoice for each advertisement.
- c. DBE Contract/DBE Subcontractor is required if applicable.
- d. Auctioneer will submit the complete accounting of the auction sale day as required in this RFP including check sales receipts, advertisement invoices, etc. prior to receiving payment from Fort Bend County.
- e. Auctioneer will submit to Fort Bend County and invoice for the commission earned when all proper accounting has been determined to be approved by commissioner's court or as necessary.

28.5 Additional Deposit Cash Requirement to Auctioneer:

Cash Payment to Fort Bend County:

- a. Auctioneer will collect all cash on auction sale day.
- b. If a Woodforest National Bank is open on Sunday, the cash will be deposited at bank.
- c. If a Woodforest Bank is not open on Sunday, the cash will be deposited on the following morning in Auctioneers Escrow Account.

Escrow Account:

Sec. 1802.122. Standards of Practice. The Commission (TDLR) by rule shall adopt standards for the practice of auctioneers and associate auctioneers, including standards for: (1) the maintenance and use of a trust or escrow account for funds belonging or owed to another; and (2) required consumer notices.

- d. Auctioneer will verify the escrow account and submit to Fort Bend County immediately once the complete cash amount is posted. Normally within one (1) business day per RFP.

TAB 2

FIRM EXPERIENCE





FIRM EXPERIENCE

Lemons Auctioneers is a reputable live and online auction company established in 2001, to facilitate the sale of surplus property for governmental agencies. Utilizing both live public, live simulcast and online auction methods, we consistently provide our clients with efficient and highly effective solutions. Our services offer a wide range of options tailored to the specific needs of each governmental agency.

Lemons Auctioneers in response to the evolving market trends adapted to the technological advancements in the auction industry by integration of an online bidding platform Online Pros and implemented digital online marketing. This approach allowed the convenience of bidding from anywhere, making it a preferred choice for many of our clients. Lemons Auctioneers remains at the forefront of the industry, continuously delivering cutting-edge auction solutions to our valued clients. Our clients enjoy the convenience of utilizing Online Pros bidding App on their smart device from anywhere.

Our expertise extends to various categories of surplus property, including but not limited to: Heavy Equipment, Farm Equipment, Police Vehicles, Fire Trucks, Ambulances, Autos, Pickups, Specialty Trucks and Trailers, Public Transportation Buses, Trailers, Welding Equip., Recreational Vehicles, Cafeteria Equipment, Real Estate, Maintenance Equipment, Janitorial Equipment, Lawn Equipment, Computer Equipment, and Specialty Items.

Our owners possess over 4 decades of experience in the auction industry conducting auctions for Governmental Agencies, Business Liquidations, Banking Institutions, and Specialty Industries. They belong to the Texas Auctioneers Association where they both achieved the prestigious honor of being inducted into the Texas Auctioneers Hall of Fame. They are also active members of the National Auction Association staying up to date with the industry trends and taking educational courses for advancement.

Lemons Auctioneers is dedicated to serving governmental agencies by optimizing the live and online auction experience. With our commitment of efficiency and success through both live and online auction platforms, we offer numerous customized solutions to cater to the needs of each agency.



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FIRM EXPERIENCE

Governmental Agencies

1. Fort Bend County

**301 Jackson, Suite 201
Richmond, Texas 77469**

Jaime Kovar

County Purchasing Agent

Jaime.Kovar@fortbendcountytexas.gov

281-341-8640

2024 = 10,854.90 (Online)

2023 = 732,389.42

2022 = (No Live sale) (online) 319, 859.00

4. Fort Bend ISD

555 Julie Rivers Dr.

Sugar Land, Texas 77478

John Bridges

Assistant Director

john.bridges@fortbendisd.com

281-634-2946

2024 = 136,414

2023 = 227,307

2022 = 303,220

2. City of Richmond

2110 4th Street

Richmond, Texas 77471

Maritza Salazar

Comptroller

msalazar@richmondtx.gov

(281)342-5456

2024 = \$77,722

2023 = No auction held

2022 = \$26,420

3. Cypress-Fairbanks ISD

13330 Woods-Spillane Boulevard

Cypress, TX 77433

Dr. Kayne Smith

Director of Transportation

assistant@onlinepros.com

713-692-3287

2024 = 129,366

2023 = 646,148

2022 = 263,534

STATE OF TEXAS

LORI LEMONS-CAMPBELL

AUCTIONEER



LICENSE NUMBER 7341
EXPIRES 04/04/2025

TEXAS DEPARTMENT OF LICENSING & REGULATION

STATE OF TEXAS

JACQUELYN ANN LEMONS-SHILLINGBURG

AUCTIONEER



LICENSE NUMBER 12437
EXPIRES 04/22/2025

TEXAS DEPARTMENT OF LICENSING & REGULATION

STATE OF TEXAS

JAROD, IRVAN HAMM

AUCTIONEER



LICENSE NUMBER 16864
EXPIRES 11/23/2024

TEXAS DEPARTMENT OF LICENSING & REGULATION

TAB 3

FEE SCHEDULE



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LEMONS AUCTIONEERS, LLC & ONLINE PROS FEE SCHEDULE FOR FORT BEND COUNTY AND PUBLIC TRANSPORTATION

Auctioneering Fee Schedule:

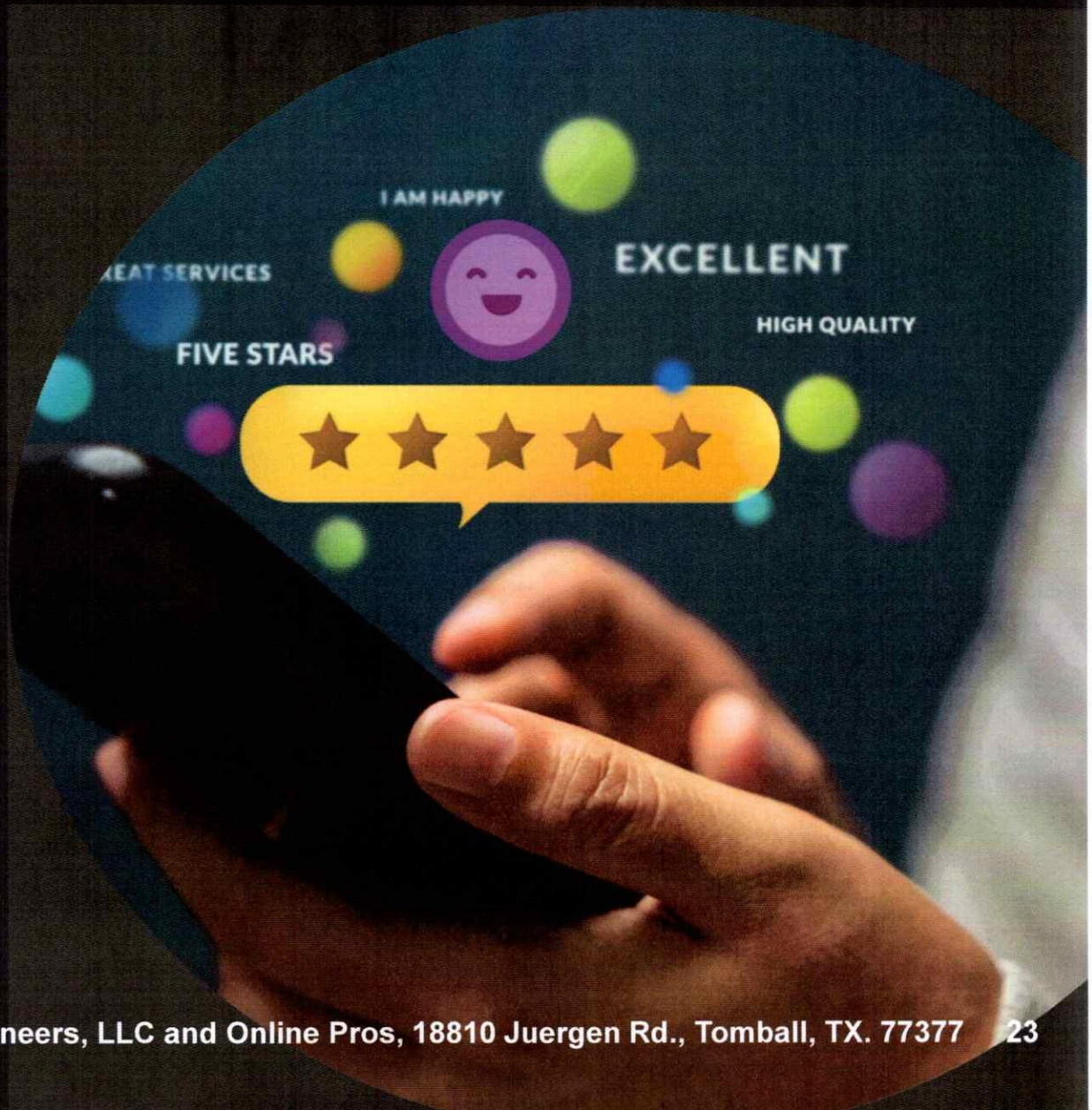
- #1: Live Public Auction**
Auctioneers Commission: 10%
Credit Card Fee: 3.25% if applicable and approved by FBC
Buyer's Premium: No Buyer's Premium
Advertising: No charge to FBC

- #2: Internet Reserve Pricing/Online Auction**
Auctioneers Commission: 10%
Credit Card Fee: 3.25% if applicable and approved by FBC
Buyer's Premium: No Buyer's Premium
Advertising Rate: No Charge to FBC

- #3: Live Simulcast Auction**
Auctioneers Commission: 10%
Credit Card Fee: 3.25% if applicable and approved by FBC
Buyer's Premium: No Buyer's Premium
Advertising: No Charge to FBC

TAB 4

OVERALL COMPLETENESS



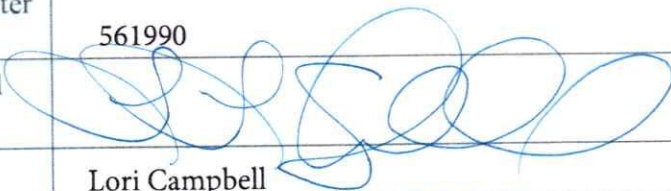


COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Lemons Auctioneers, LLC.		
Business Name (if different from legal name)			
Type of Business	☐ Corporation/LLC ☐ Sole Proprietor/Individual	☒ Partnership ☐ Tax Exempt	Age in Business? 23 years
Federal ID # or S.S. #	76-0680303	SAM.gov Unique Entity ID #	ZMQKZ5B2CNR6
SAM.gov CAGE / NCAGE	94HR9		
Publicly Traded Business	☒ No ☐ Yes Ticker Symbol _____		
Remittance Address	P.O. Box 989		
City/State/Zip	Tomball, Texas 77377		
Physical Address	18810 Juergen Road		
City/State/Zip	Tomball, Texas 77377		
Phone Number	281-357-4977 Ext. 102		
E-mail	lori@onlinepros.com		
Contact Person	Lori Campbell		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☒ WBE-Women's Business Enterprise ☐	Certification # _____ Certification # _____ Certification # 1760680303300 Certification # _____	Cert Date 3/18/21 Exp Date 3/18/25
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 ☒	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____
NAICs codes (Please enter all that apply)	561990		
Signature of Authorized Representative			
Printed Name	Lori Campbell		
Title	President		
Date	6/19/24		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

**Request for Taxpayer
Identification Number and Certification**

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

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

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
18810 Juergen Road

6 City, state, and ZIP code
Tomball, Texas 77377

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

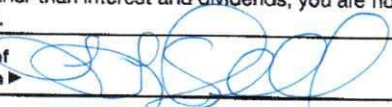
7	6	-	0	6	8	0	3	0	3
---	---	---	---	---	---	---	---	---	---

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 on page 3.

Sign Here Signature of U.S. person  Date ▶ **6/19/24**

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

Job No.: RFP 25-003

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

Taxpayer Identification Number (T.I.N.): 76-0680303

Company Name submitting Bid/Proposal: Lemons Auctioneers, LLC.

Mailing Address: PO Box 989, Tomball, Texas 77377

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

Lemons Auctioneers, LLC. and DBA Online Pros, Lori Campbell and Jackie Shillingburg, 18810 Juergen Rd., Tomball, Texas 77377

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

Fort Bend County Tax Acct. No.*

Property address or location**

NA

* 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 Lemons Auctioneers, LLC. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

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



www.ITRiskmanagers.com

**Lemons Auctioneers LLC
Beazley Breach Response Liability Renewal
INSURANCE PROPOSAL**

Premium

\$1,310.00

Terms and Conditions:

- Policy Term: 10/18/2023 – 10/18/2024
- Minimum Earned Premium: 25% or as per policy form, whichever is greater.
- Quote expires: 10/18/2023
- Payment due to IT Risk Managers, Inc. upon receipt of invoice. IT Risk Managers, Inc. reserves the right to pass on any late, surplus lines filing fees or penalties resulting in late payment from the insured.

This quotation is strictly conditioned upon no material change in risk occurring between the date of this letter and inception date of the proposed policy (including any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, modify and/or rescind this offer.

In order to complete the underwriting process, the underwriter requires that you send us any additional information requested above. The underwriter is not required to bind prior to their receipt and underwriting approval of the above information. However, if they do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

Larry Harb
President
IT Risk Managers, Inc.
517-381-9909
lharp@itriskmanagers.com

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

I, Lori Campbell, President, hereby certify on behalf of
(Name) (Title)
the Lemons Auctioneers, LLC., that:
(Company Name)

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

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

Executed this 19th day of June, 2024

Signed: _____

X

Printed Name: _____

Lori Campbell

Company Name: _____

Lemons Auctioneers, LLC.

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 6/19/24

SIGNATURE 

Lemons Auctioneers, LLC.

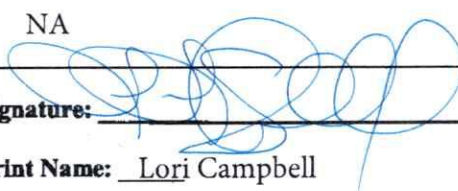
COMPANY _____

NAME Lori Campbell

TITLE President

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: NA Congressional District, if known:	
6. Federal Department/Agency: NA	7. Federal Program Name/Description: NA CFDA Number, if applicable: _____	
8. Federal Action Number, if known: NA	9. Award Amount, if known: \$ NA	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> NA	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> NA	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Lori Campbell Title: President Telephone No.: 281-357-4977 Date: 6/19/24	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



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

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

Name of **Offeror/Prime Contractor**: Lemons Auctioneers, LLC.

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

Project Name: Auctioneer Services for County and Public Transportation Assets

IFB/RFP/RFQ Number: RFP 25-003

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

Ethnic Codes:

A) Black American Male

B) Black American Female

C) Hispanic American Male

D) Hispanic American Female

E) Native American Male

F) Native American Female

G) Asian Pacific American Male

H) Asian Pacific American Female

I) SubContinent Asian American Male

J) SubContinent Asian American Female

K) Non Minority Female

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

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

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

Lori Campbell/President

Printed Name of Offeror/Prime Contractor Authorized Representative

X

Signature of Authorized Representative

6/19/24

Date Signed

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

(Subcontractor/Subvendor)

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed



Consolidated Certification Form

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

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

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

☒ Federal and State ☐ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

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

Award Exceeding \$10,000

20. Terminating the Contract
21. Solid Wastes

Award Exceeding \$25,000

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

☐ Award Exceeding \$50,000

24. Contracting with the Enemy

☐ Award Exceeding \$100,000

25. Lobbying Restrictions

☒ Award Exceeding \$150,000

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

All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

1. No Federal Government Commitment or Liability to Third Parties

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

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

2. Access to Third-Party Contract Records

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

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

3. Changes to Federal Requirements

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

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

4. Civil Rights

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

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

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

5. Incorporation of Federal Transit Administration (FTA) Terms

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

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

6. Energy Conservation

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

7. Trafficking in Persons

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

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

8. False or Fraudulent Statements or Claims

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

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

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

9. Disadvantaged Business Enterprises

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

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

C. Liquidated damages; and/or

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

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

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

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

B. Federal regulations and guidance, including:

I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;

II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;

III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;

IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;

V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;

VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;

VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.

part 1630;

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

12. Special Notification Requirements for States

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

13. Safe Operation of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

14. Federal Tax Liability and Recent Felony Convictions

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

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

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

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

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

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

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

16. Prompt Payment

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

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

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

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

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

18. Conformance with ITS National Architecture

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

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

19. Severability

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

Awards Exceeding \$10,000

20. Termination

A. Termination for Convenience

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

B. Termination for Default [Breach or Cause]

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

C. Opportunity to Cure

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

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

D. Waiver of Remedies for any Breach

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

21. Solid Wastes

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

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

Awards Exceeding \$25,000

22. Debarment and Suspension

The Recipient agrees to the following:

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

23. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

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

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

C. Federal Interest in Recovery

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

D. Enforcement

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

E. Agency Process

*Vendors may view the dispute resolution process here:

<https://www.fortbendcountytexas.gov/government/departments/public-transportation/fta-funded-procurements>

Awards Exceeding \$50,000

24. Never Contract with the Enemy

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

Awards Exceeding \$100,000

25. Lobbying Restrictions.

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

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

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

and

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

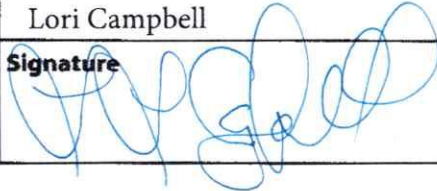
C. Political Activity. The Recipient agrees to comply with:

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

D. Lobbying and Disclosure Certification

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

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

Name of Company Lemons Auctioneers, LLC.	Printed Name of Person Completing Form Lori Campbell
Date 6/19/24	Signature 



26. Environmental Protection (Clean Air and Clean Water)

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

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

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

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

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

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

13. §2252.0012 Gov't Code Signature Authority

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

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

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

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

19. §2274.002 Energy Company Boycotts

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

20. §2274 Firearm Entities and Trade Association Discrimination

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

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

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

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:

Lemons Auctioneers, LLC.

Address:

18810 Juergen Rd., Tomball, Texas 77377

Telephone:

281-357-4977

SS# or Tax ID#:

76-0680303

Printed Name of Person Completing Form:

Lori Campbell

Signature

X

Date:

6/19/24

Description of Commodity Service:

998 Sale of Surplus and obsolete items

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

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

Is your firm a DBE? ☒ Yes ☐ No

If yes, what type?

Non Minority Female

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

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

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

☐ **1. Construction Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **2. Rolling Stock Related Clauses**

☐ Federal and State

☐ State Clauses

☒ **3. Professional Services / Architectural Engineering**

☒ Federal and State

☐ State Clauses

☐ **4. Materials & Supplies Related Clauses**

☐ Federal and State

☐ State Clauses

☐ **5. Operations / Management Related Clauses**

☐ Federal and State

☐ State Clauses

3a. Federal Professional Services Architectural & Engineering Related Clauses

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

B. Patent Rights and Rights in Data

C. Termination Clause: (Select One)

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

☐ For Architectural and Engineering

A. Rights in Data and Copyrights

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

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

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

B. Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

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

shall, at a minimum, include the following restrictions:

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

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

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

C. Termination Clauses

Termination for Convenience (Professional or Transit Service Contracts)

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

Professional Services / A&E Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list FTA's current fiscal year Certifications and Assurances (for fiscal year 2024), and shall download at:

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

Name of Company Lemons Auctioneers, LLC.	Printed Name of Person Completing Form Lori Campbell
Date 6/19/25	Signature 

3b. State of Texas Required Clauses: AAG

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

A. §2155.4441 Gov't Code Buy Texas Affirmation

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

B. Executive Order No. RP8 E-Verify Program

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

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

C. §2155.005 Texas Government Code Anti-Trust Affirmation

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

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

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

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

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

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

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

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

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

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

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

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

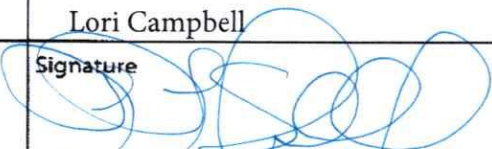
G. §2254.004 Gov't Code Professional Services Procurement Act

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

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

Professional Services / A&E Certification

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

Name of Company Lemons Auctioneers, LLC.	Printed Name of Person Completing Form Lori Campbell
Date 6/19/2024	Signature 



Fort Bend County Public Transportation (FBCPT) Subcontractor Participation

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

Name of Offeror/Prime Contractor: Lemons Auctioneers, LLC.

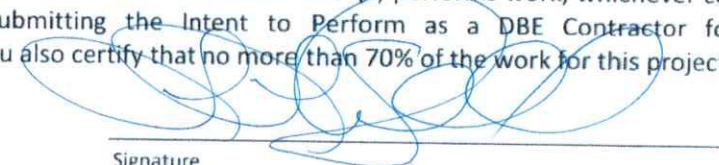
Project Name: Auctioneer Services for County and Public Transportation Assets

IFB/RFP/RFQ Number: RFP 25-003

1	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
2	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
3	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

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

Lori Campbell/President
Printed Name of Authorized Representative of Offeror/Prime Contractor


Signature

6/19/24
Date Signed



**Fort Bend County Public Transportation
Subcontractor Participation**

Continuation of Page 1 -- For Use if Necessary

5	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
6	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
7	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
8	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
9	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE
10	Name of Subcontractor	Phone Number	Address	\$/% Amt of Total Prime Contract
	NA			
	Contact Person's Name	Email Address	Work to be performed/product to be provided	DBE or Non-DBE

CONTRACTOR PAYMENT REPORT

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

1. Contract Number RFP 25-003	2. Invoice Number
3. Reporting Period & Invoice Date	4. Invoice Amount \$

**Please Return Completed
Form with Invoice to:**
**TransitFinance@
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
Lemons Auctioneers, LLC.	Lori Campbell	18810 Juergen Rd., Tomball, Tx. 77377	281-357-4977
9. Date of Contract Award	10. Scheduled Date of Completion	11. Original Contract Amount	12. Amended Contract Amount
October 1, 2024	September 30, 2027	\$	\$
13. Total Amount Received to Date	14. Remaining Amount Owed	15. Committed DBE %	16. % Actual DBE Participation to Date
\$ 0	\$ 0	Non Minority Female Owned/100%	0

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 6/19/24	Printed Name and Title Lori Campbell/President
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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. |
|--|---|

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

Support Materials



LIVE PUBLIC AUCTION



FORT BEND COUNTY

SURPLUS TRUCKS, VEHICLES & EQUIPMENT

SATURDAY • OCTOBER 21, 2023 • 10am



Lori Campbell #7341

Jackie Shillingburg #12437



Se Habla Español

800.243.1113 OR 281.357.4977

P.O. Box 989 • Tomball, TX 77377

**Live Auction Takes Place At
9110 LONG ST. • NEEDVILLE, TX 77461**

Note: There will be no online bidding available for this auction.

IN PERSON INSPECTION AND REGISTRATION:

FRIDAY: October 20 * 10 am to 3 pm * and Sale Day from 8 am until sale begins.

www.lemonsauctioneers.com



**PO Box 989
Tomball, TX 77377**

**PUBLIC AUCTION
Fort Bend County
Saturday, October 21, 2023
Auction begins at 10am**



PUBLIC AUCTION

SURPLUS TRUCKS, VEHICLES & EQUIPMENT

SATURDAY • OCTOBER 21, 2023 • 10am



**LEMONS
AUCTIONEERS**



ONLINEPROS
THE ONLINE AUCTION SPECIALIST

800.243.1113 OR 281.357.4977

See our website for complete details

www.lemonsauctioneers.com

COMMUNITY NEWS

The Curious Savage, a heartwarming comedy

Cast Theatrical is presenting The Curious Savage from October 6 – 22. It is a heartwarming comedy by John Patrick. Performances will be at Cast Theatrical Company, 1909 Avenue G in Rosenberg from October 6 – 22. Show times are 7:30 p.m. on Fridays and Saturdays, 2:30 p.m. on Sundays and a Thursday performance at 7:30 p.m. on October 12.

Understudy performances will be on Thursday, October 12 and Friday, October 13. Tickets start at \$22 each with discounts for senior, military and student patrons, and are available at www.casttheatrical.com.

The play is centered around Mrs. Ethel Savage, who after inheriting ten million dollars upon her husband's death, makes plans to give the entire fortune away to people who wish to pursue their "foolish dreams". However, her stepchildren strongly object and to prevent her from doing away with their family's wealth they have her committed to a sanatorium called The Cloisters. It is among the gentle residents there that she finds true kindness and loyalty.

The play's Creative Team includes



Cast Theatrical to present heartwarming comedy - The Curious Savage

Stephanie Phillips as Director and Sam Martinez as Assistant Director/Stage Manager.

"This show is full of laughter, delightful characters and touching moments," said Phillips. "Our audiences are going to fall in love – or love to hate – each of the characters."

The cast of characters for the production includes Lisa Jones Bevil as Mrs. Ethel Savage, Crystalpearl Rodriguez as Florence, Donald Hale as Hannibal, Tricia Yurcak as Fairy May, Dan Giles as Jeffery, Sylvia Powers as Mrs. Paddy, Kate Proctor as Miss Wilhelmina, John Bevil as Dr. Emmett, Danielle Mari as Lily Belle Savage, Jeff Hochreiter as Titus Savage, Darin Mielke as Samuel Savage, Ivannah Bandalan as Understudy, Mrs. Paddy and Omar Darwiche as Understudy, Dr. Emmett.

Cast Theatrical is the longest running community theatre in Fort Bend County, founded by a small troupe of amateur actors in 1989, whose vision was to provide easy access to theatrical productions for the enjoyment of the local community and visitors to Rosenberg.

Houston Methodist Sugar Land Hospital recognized for high-quality care

Houston Methodist Sugar Land Hospital has been recognized as a top performer in the 2023 Bernbaum, MD, Quality Leadership Annual Ranking by Vizient Inc. It was ranked No. 3 out of 181 Vizient provider customers in the Complex Care Medical Centers cohort for demonstrating excellence in delivering high-quality care based on the annual Vizient Quality and Accountability Study.

"This prestigious ranking is a testament to the unwavering dedication and unparalleled care provided by our hospital's incredible team," said Chris Siebenaler, executive vice president and CEO of Houston Methodist Sugar Land Hospital. "It reflects our commitment to delivering the highest standards of quality and safety to our community. We are grateful for this honor and remain dedicated to improving the lives of our patients every day."

This year, 784 participating hospitals were segmented into four cohorts for the Vizient Quality and Accountability Ranking. This ranking helps participating hospitals and health systems understand their performance against their peers and identifies structures and processes associated with high performance in quality and safety across a broad spectrum of patient care activity. The recognition period is for work spanning July 1, 2022 through June 30, 2023.

"Houston Methodist Sugar Land Hospital has demonstrated high level commitment to the continuous improvement that is necessary to succeed in today's evolving healthcare environment," said David Levine, group senior vice president, advanced analytics and data science for Vizient. "The annual ranking leverages a unique, comprehensive and timely metrics-based methodol-

ogy to recognize hospitals that achieve results on key measures that define quality patient care and delivery. Congratulations, Houston Methodist Sugar Land Hospital, on this prestigious honor."

All Houston Methodist Hospital systems were ranked as top performers. Houston Methodist Sugar Land Hospital is committed to leading medicine by delivering the Houston Methodist standard of unparalleled quality, safety, service and innovation to patients in Fort Bend County and surrounding areas. With

more than 1,000 affiliated physicians and 2,500 employees, Houston Methodist Sugar Land offers access to the most innovative care available, including comprehensive cancer care; neuroscience and spine care; orthopedics and sports medicine; heart and vascular care; women's services; bariatric and digestive care; and advanced imaging—all backed by our focus on healing people today and offering hope for tomorrow. Visit houstonmethodist.org/sugarland to learn more.



REQUEST FOR QUALIFICATIONS SURFACE WATER TREATMENT PLANT REHAB PHASE I

The City of Sugar Land seeks bids for furnishing all labor, material, and equipment, and performing all work required for the following project in the City:

RFQ 2024-01: SURFACE WATER TREATMENT PLANT REHAB PHASE I

Plans, specifications, and bidding documents may be obtained by registering at Public Purchase www.publicpurchase.com.

Sealed submittals: (1) original and one (1) electronic copy on flash drive, shall be delivered to the City of Sugar Land, Office of the City Secretary, 2700 Town Center Boulevard North, 1st Floor Receptionist Desk, Sugar Land, Texas, 77479, on or before 2:00 p.m. on Thursday, October 26, 2023, at which time only names of the firms will be read. Submittals received after the opening date and time will not be considered.

Questions regarding this submittal must be received on or before 3:00 p.m., Tuesday, October 17, 2023. Please post all questions on Public Purchase www.publicpurchase.com. Notice of award of contract shall be given by the City within one hundred and twenty (120) days following the date of submittals.



NOTICE TO BIDDERS PUBLIC WORKS FUEL TANK REPLACEMENT

The City of Sugar Land seeks bids for furnishing all labor, material, and equipment, and performing all work required for the following project in the City:

CIP PROJECT NAME: PUBLIC WORKS FUEL TANK REPLACEMENT

CIP PROJECT NUMBER: CMU2303

LOCATION OF WORK: Public Works Campus - 111 Gillingham Lane, Sugar Land, TX 77478

Plans, specifications, and bidding documents may be obtained from www.CivcastUSA.com. Sealed bids in triplicate, one (1) original and two (2) copies, shall be delivered to the City of Sugar Land Receptionist Desk, 2700 Town Center Boulevard North, Sugar Land, Texas, 77479, on or before 11:00 a.m. on Thursday, October 19, 2023, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

A non-mandatory pre-bid meeting for all interested parties will be held by video conference on Tuesday, October 10, 2023 at 2:00 p.m. Further instruction will be posted on www.CivcastUSA.com. Questions regarding this bid must be received on or before Friday, October 13, 2023 by 5:00 p.m. Please submit written questions via the question and answer section in www.CivcastUSA.com. The City Council will award the contract as provided in the Invitation to Bid. The City of Sugar Land will guarantee the contract award within ninety (90) calendar days after the opening date and time.

MEDICARE QUESTIONS? FREE ANSWERS...

Call - Pris Mouton, Insurance Agent
Mouton Ins & Fin Svcs • (713) 825-8108

Water District Notice of Public Hearing

The MISSOURI CITY MANAGEMENT DISTRICT NO. 1 will hold a public hearing on a proposed tax rate for the tax year 2023 on OCTOBER 16, 2023 at 12:00 p.m. at 3200 Southwest Freeway, Suite 2400, Houston, Texas 77027. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

FOR the proposal: Anthony C. Francis, Wilfred Green, Todd Burrer, Karen Travelstead, David Jackson
AGAINST the proposal: NONE
PRESENT and not voting: NONE
ABSENT: Adrienne Barker, Jamie Virkus

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	2022 Last Year	2023 This Year
Total tax rate (per \$100 of value)	\$0.90000 /\$100	\$0.90000 /\$100
	Adopted	Proposed
Difference in rates per \$100 of value	\$	\$0.0000 /\$100
Percentage increase/decrease in rates (+/-)		0.00%
Average appraised residence homestead value	\$297,959	\$346,522
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	\$0	\$0
Average residence homestead taxable value	\$297,959	\$346,522
Tax on average residence homestead	\$2,681.63	\$3,118.70
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-) and percentage of increase (+/-)	\$437.07 16.29855%	

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The District has issued bonds and is required to levy a debt service tax rate to support the payment on such bonds. Further, the District has infrastructure that requires regular operations, maintenance, and repairs that necessitates the levy of an operations and maintenance tax in an amount to maintain the infrastructure in good and working condition.

If the district is a district described in by Section 49.23603

NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



LEGAL NOTICE

The City of Missouri City, Texas ("CITY") is accepting sealed bids from interested companies who can perform the work specified in Invitation for Bid ("IFB") 23-384 Curbside Repair of Sidewalks and Streets.

Interested parties can access IFB 23-384 on the State of Texas Electronic State Business Daily Search website, or they can request a copy by sending an e-mail to Bids@MissouriCityTX.gov.

Sealed bids must be delivered in accordance with the requirements specified in the above-referenced solicitation by 3 PM, Central Daylight Time ("CDT") October 27, 2023, to:

The City of Missouri City, Texas
Attn: City Secretary's Office
Subject: IFB 23-384 (Do Not Open)
1522 Texas Parkway
Missouri City, Texas 77489

Interested companies are highly encouraged (but are not required) to attend a pre-bid conference scheduled for 9 A.M. CDT on October 12, 2023, at the following location:

City Hall Council Chambers (2nd Floor)
City of Missouri City, Texas
1522 Texas Parkway
Missouri City, Texas 77489

The CITY reserves the right to reject any or all responses, waive informalities, cancel the above solicitation, and make awards that are in the best interest of the CITY. All costs incurred in the development of a response to this solicitation (directly or indirectly) are the responsibility of the interested party(ies) and not the CITY.

PUBLIC LIVE AUCTION

FORT BEND COUNTY
9110 Long Street, Needville TX.
Sale Day: Sat. - 10/21/23 - 10 a.m.
PREVIEW: Fri., 10/20/23, 10 a.m.-3 p.m.
& Sat., 10/21/23, 8 a.m. to sale time.

FEATURED ITEMS

Komatsu Loader, Dynapac Roller, Hyster Forklift, Bat Wing Mower, FRHT, Dump Trucks, Service Truck, Oil Truck, Ambulance, Underground Jet Machine, (Approx. 100) County Vehicles: Ford F350's, F250's, Crew Cabs, Super Duty Pickups, Chev. 2500, Silverado, H. D. Pickups, Dodge Dually, Dodge 3500 HD Flatbed Dump Trucks, Tahoe's, Vans, Fusions, Dodge Chargers, Cadillac, Mercedes-Benz, & General Surplus.

See Website for Photos, Terms & Conditions
www.lemonsauctioneers.com
[#7341](http://www.onlinepros.com)
(800)243-1113 OR (281)357-4977

Page : 1 of 1 10/09/2023 11:14:01

Order Number : 85385045
PO Number :
Customer : 50037452 LEMONS AUCTIONEERS, LLP.
Contact : Lori
Address1 : 18810 Juergen Road
Address2 :
City St Zip : Tomball TX 77377
Phone : (800) 243-1113
Fax :

Printed By : imeldatl
Entered By : imeldatl

Keywords : PUBLIC LIVE AUCTION FORT BEND COUNTY 9110 Long St
Notes :
Zones :

Ad Number : 86897063
Ad Key :
Salesperson : 22 - Martinez Imelda
Publication : Valley Wide Classifieds
Section : Announcements
Sub Section : Announcements
Category : 107 Auctions
Dates Run : 10/14/2023-10/14/2023 <- 3 Pubs
Days : 1
Size : 2 x 2.46, 23 lines
Words : 103
Ad Rate : CM
Ad Price : 712.00
Amount Paid : 712.00
Amount Due : 0.00

Paid 10.09.23

Thank you, Imelda

956.683.4210

The Monitor, Valley Morning Star,
Brownsville Herald

**PUBLIC LIVE AUCTION
FORT BEND COUNTY**

9110 Long Street, Needville TX.

Sale Day: Sat. - 10/21/23 - 10 am

PREVIEW: Fri., 10/20/23, 10am-3pm &
Sat., 10/21/23, 8am to sale time.

FEATURED ITEMS Komatsu Loader,
Dynapac Roller, Hyster Forklift, Bat Wing
Mower, FRHT, Dump Trucks & Service Truck,
Oil Truck, Ambulance, Underground Jet
Machine, (Approx. 100) County Vehicles:
Ford F350's, F250's, Crew Cabs, Super
Duty Pickups, Chev. 2500, Silverado, H. D.
Pickups, Dodge Dually, Dodge 3500 HD
Flatbed Dump Trucks, Tahoe's, Vans,
Fusions, Dodge Chargers, Cadillac,
Mercedes-Benz, & General Surplus
- See Website for Photos, Terms &
Conditions www.lemonsauctioneers.com
www.onlinepros.com #7341

**(800)243-1113 OR
(281)357-4977**

Includes 10K online ad impressions
throughout myrgv.com site and
as a line ad on myrgv.com
Valleywide Classifieds.

Imartinez@rgvmedianetwork.com

PUBLIC LIVE AUCTION

FORT BEND COUNTY

9110 Long Street, Needville TX.

Sale Day: Sat. - 10/21/23 - 10 am
PREVIEW: Fri., 10/20/23, 10am-3pm
& Sat., 10/21/23, 8am to sale time.

FEATURED ITEMS

Komatsu Loader, Dynapac Roller,
Hyster Forklift, Bat Wing Mower,
FRHT. Dump Trucks & Service
Truck, Oil Truck, Ambulance,
Underground Jet Machine,
(Approx. 100) County Vehicles:
Ford F350's, F250's, Crew Cabs,
Super Duty Pickups, Chev. 2500,
Silverado, H. D. Pickups, Dodge
Dually, Dodge 3500 HD Flatbed
Dump Trucks, Tahoe's, Vans,
Fusions, Dodge Chargers,
Cadillac, Mercedes-Benz, &
General Surplus – See Website
for Photos, Terms & Conditions

www.lemonsauctioneers.com
www.onlinepros.com #7341
(800)243-1113 OR (281)357-4977

PUBLIC LIVE AUCTION

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FEATURED ITEMS

Komatsu Loader, Dynapac Roller,
Hyster Forklift, Bat Wing Mower, FRHT.
Dump Trucks & Service Truck, Oil Truck,
Ambulance, Underground Jet Machine,
(Approx. 100) County Vehicles: Ford
F350's, F250's, Crew Cabs, Super Duty
Pickups, Chev. 2500, Silverado, H. D.
Pickups, Dodge Dually, Dodge 3500
HD Flatbed Dump Trucks, Tahoe's, Vans,
Fusions, Dodge Chargers, Cadillac,
Mercedes-Benz, & General Surplus - See
Website for Photos, Terms & Conditions

www.lemonsauctioneers.com

www.onlinepros.com #7341

(800)243-1113 OR (281)357-4977



Fort Bend County Auction Terms and Conditions

1. All items are sold **AS IS, WHERE IS, AND WITHOUT WARRANTIES STATED OR IMPLIED.**
2. Some items may be offered with reserve.
3. **Payment:** All purchases must be paid in full on the day of sale October 21, 2023, by 5 p.m. before leaving the premises with NO EXCEPTIONS. **Removal:** sale day, Saturday, October 21, 2023, until 5 p.m., Monday, October 23, 2023, from 7am to 3pm and Tuesday, October 24, 2023, from 7am to 3pm.
4. **Sales tax** will be collected on all taxable items unless the bidder has a valid Texas Resale Certificate at the time of registration.
5. **Vehicle, Truck, Trailer, and Heavy Equipment Purchases:** must be made by Cash, Cashier's Check, Personal/Company Check with a Bank Letter of Guarantee made out to Fort Bend County or Preapproved Wire Transfer prior to auction day. **ABSOLUTELY NO CHECKS ACCEPTED WITHOUT A BANK LETTER OF GUARANTEE.** Auctioneer cannot approve checks. **General Merchandise Payment** (Lots 121-187) may be received by Master Card or Visa. No American Express or Discover Card. Credit Cards will carry a **3.25%** administration fee.
6. **Cash Payment:** If paying by cash, a **\$500** refundable deposit must be made at the time of Registration. **Deposits will be returned in full if no purchase is made.**
7. **ALL SALES ARE FINAL.**
8. All items are sold as lots or single articles. **No separation of items included in a lot will be allowed during inspection or after sale on County property.**
9. Fort Bend County reserves the right to postpone or adjourn any of the auctions, to accept any bid or to reject all bids, or to withdraw any item at any time prior to the announcement of the completion of any auction.
10. **Entry:** No Persons under the age of 16 will be permitted without adult supervision. Pets are prohibited on the auction premises, except for registered service dogs.
11. **Bidding:** All bidders are required to register prior to bidding on any item.
12. **Fort Bend County has the right to refuse registration to anyone.**
13. **Lost Title by Buyer after purchase:** Fort Bend County will charge a \$35.00 administrative fee per title to facilitate the process of applying for a replacement title.

I understand and agree to the Fort Bend County Auction Terms and Conditions described above.

Signed:

Signature

Printed Name

Date

Revised 10.23 13-1

Número De Licitador:



Fort Bend County Subasta – Términos Y Condiciones

1. Todos los artículos se venden **TAL CUAL, DONDE ESTÁN Y SIN GARANTÍAS DECLARADAS O IMPLÍCITAS.**
2. Algunos artículos pueden ofrecerse con reserva.
3. **Pago:** Todas las compras deben pagarse en su totalidad el día de la venta, 21 de octubre de 2023, antes de las 5 p.m. **antes de abandonar el local SIN EXCEPCIONES. Eliminación:** día de venta, sábado 21 de octubre de 2023, hasta las 5 pm, lunes 23 de octubre de 2023, de 7 am hasta las 3 pm y martes 24 de octubre de 2023, de 7 am hasta las 3 pm.
4. **Impuesto De Venta:** Se cobrará el impuesto sobre las ventas sobre todos los artículos sujetos a impuestos a menos que el licitador tenga un Certificado de reventa de Texas válido al momento del registro.
5. **Compras de vehículos, camiones, remolques y equipos pesados:** deben realizarse en efectivo, cheque de caja, cheque personal/de empresa con una carta de garantía bancaria a nombre del condado de Fort Bend o transferencia bancaria previamente aprobada antes del día de la subasta. **ABSOLUTAMENTE NO SE ACEPTAN CHEQUES SIN CARTA DE GARANTÍA DEL BANCO.** El subastador no puede aprobar cheques. **Pago de mercancías generales (lotes 121-187)** puede ser recibido por Master Card o Visa. No aceptamos tarjeta American Express o Discover. Las Tarjetas de Crédito tendrán una tarifa de administración del **3.25%.**
6. **Pago en efectivo:** Si paga en efectivo, se debe realizar un depósito reembolsable de \$500 al momento de la inscripción. **Los depósitos se devolverán en su totalidad si no se realiza ninguna compra.**
7. **TODAS LAS VENTAS SON FINALES.**
8. Todos los artículos se venden como lotes o artículos individuales. **No se permitirá la separación de artículos incluidos en un lote durante la inspección o después de la venta en la propiedad del Condado.**
9. El condado de Fort Bend se reserva el derecho de posponer o aplazar cualquiera de las subastas, aceptar cualquier oferta o rechazar todas las ofertas, o retirar cualquier artículo en cualquier momento antes del anuncio de la finalización de cualquier subasta.
10. **Entrada:** No se permitirán personas menores de 16 años sin la supervisión de un adulto. Se prohíben las mascotas en las instalaciones de la subasta, excepto los perros de servicio registrados.
11. **Oferta:** Todos los postores deben registrarse antes de ofertar por cualquier artículo.
12. **El condado de Fort Bend tiene derecho a negarle el registro a cualquier persona.**
13. **Título perdido por el comprador después de la compra:** el condado de Fort Bend cobrará una tarifa administrativa de \$35.00 por título para facilitar el proceso de solicitud de un título de reemplazo.

Entiendo y acepto los Términos y condiciones de la subasta del condado de Fort Bend descritos anteriormente
Firmado:

Firma

Nombre En Letra Imprinta

Fecha



Fort Bend County Live Auction

Quick Pay Sheet

Bidder Number:

Auction Date: Saturday, October 21, 2023, at 10:00 a.m. (CST).

Auction Location: 9110 Long Street, Needville, Texas 77461.

Inspection: Friday, October 20th, 10 am-3 pm & Saturday, October 21st from 8 am until sale time.

Preregistration Online: Monday, October 16 – Friday, October 20th. CST,

In Person Preview Day: Friday, October 20th, 10 am-3pm & **Auction Day,** Saturday, October 21st from 8:00 a.m. until sale begins.

NO BUYER'S PREMIUM

PLEASE FILL OUT THIS FORM AND RETURN TO CASHIER

*Name _____

Street Address _____

City _____ State _____ Zip _____

*Phone Number _____

Email Address _____

How will you be paying for your auction purchase?

*Cash _____

* Credit Card _____ LOTS 121-187 ONLY

*Wire Transfer _____

*Credit Card Number _____

*Expiration Date _____

*CVV2 Code _____

*Signature _____

*By signing this document, the registered buyer agrees to accept Lemons Auctioneers Quick Pay Via: **Select one:** _____ Visa _____ MasterCard*

Quick Pay Option: For your convenience, your credit card can be used for Quick Pay on the day of the auction. By signing this form Lemons Auctioneers, LLC has the right to run this card for any outstanding auction balances owed. All information on this form will be destroyed following the completion of the auction. Thank you.



Fort Bend County Subasta En Vivo
Hoja De Pago Rápida

Número De Apostador:

Fecha De Subasta: Sábado, Octubre 21, 2023. Hora: 10:00 AM.

Ubicación De La Subasta: 9110 Long Street, Needville, Texas 77461.

Inspección: Viernes 20 de octubre, de 10 a.m. a 3 p.m. y sábado 21 de octubre de 8 a.m. hasta la hora de venta.

Preinscripción: Lunes 16 de Octubre – Viernes 20 de Octubre. CST,

Día de vista previa en persona: Viernes 20 de Octubre, de 10 a.m. a 3 p.m. y Día de subastas, sábado 21 de Octubre de 8:00 a.m. hasta que comience la venta.

No Habrá Prima Por Cobrar A Los Compradores

POR FAVOR, RELLENE ESTE FORMULARIO Y DEVUÉLVALO ALA CAJERA

*Nombre: _____

Dirección: _____

Ciudad _____ Estado _____ Código Postal _____

*Número Telefónico: _____

Correo Electrónico: _____

¿Cómo pagará su compra en la subasta?

*Efectivo _____

* Transferencia Bancaria _____

* Tarjeta De Credito _____ (LOTES 121-187) SOLAMENTE

*Número De Tarjeta de Crédito: _____

*Fecha De Vencimiento: _____

*Código De Verificación [CVV2]: _____

Firma: _____

Al firmar este documento, el comprador registrado se compromete a aceptar el pago rápido A Lemons Auctioneers, LLC. Vía: **Por Favor Seleccione Uno:** _____ Visa _____ MasterCard

Opción De Pago Rápido: Para su comodidad, su tarjeta de crédito se puede usar para pagar rápidamente el día de la subasta. Al firmar este formulario, Lemons Auctioneers, LLC tienen el derecho de ejecutar esta tarjeta por cualquier saldo pendiente de la subasta. Toda la información obtenida se destruirá después de la finalización de la subasta. ¡ Muchas gracias!

TERMS & CONDITIONS

1. **Payment in Full:** All purchases must be paid in full before leaving the premises.

2. **Payment Methods Accepted for Vehicles, Trucks, Trailers, and Heavy Equipment:** The accepted payment methods are Cash, Cashier's Check, Preapproved Personal or Company Check, Preapproved Wire Transfer prior to auction day. No Credit Card Payment Accepted for Vehicles, Trucks, Trailers, or Heavy Equipment.

3. **Bank Letter of Guarantee:** Personal or Company checks, Bank Letter of Guarantee must be made out to Fort Bend County dated Oct. 21, 2023. Example Bank Letter on lemonsauctioneers.com.

ABSOLUTELY no checks accepted without a bank letter of guarantee. Lemons Auctioneers cannot approve checks. All checks will be payable to Fort Bend County. No merchandise will be released from the auction premises until full payment has been received by Fort Bend County

4. **General Merchandise Payment:** (Lots 121-187) Credit Card payment only accepted by Visa and Mastercard for general merchandise. No American Express or Discover Card will be accepted. Buyer's purchasing general merchandise with a credit card will pay a (3.25%) administration fee.

5. **Cash Payment:** If paying by cash a \$500.00 refundable deposit must be made at the time of Registration.

6. **Sales Tax** will be collected on all taxable items unless bidder has a valid Texas Resale Certificate at the time of registration made out for Fort Bend County records.

7. **Auction Site Entry:** No persons under the age of 16 permitted without adult supervision. Pets are prohibited on the auction premises, except for registered service dogs.

8. **Live Auction Preregistration:**

You can preregister for the live auction from Monday, October 16th, 2023, through Friday, October 20, 2023, either online at lemonsauctioneers.com or in person at Lemons Auctioneers office location in Tomball, TX.

9. **Auction Day Registration:** Photo identification required in the form of a driver's license, passport, or state identification card. All persons registering to bid will be required to review and sign Fort Bend County's Auction Terms and Conditions prior to bidder registration. All bidders are required to register prior to bidding on any item.

10. Fort Bend County and Lemons Auctioneers reserves the right to refuse bidder registration and entry onto the auction premises to anyone.

11. All Vehicles, Trucks, Trailer, Heavy Equipment and General Merchandise will be sold "**As Is, Where Is**" with no warranties or guarantees by Fort Bend County or Lemons Auctioneers, LLC. All items are sold as lots or single articles. **No separation of items included in a lot will be allowed during inspection or after sale on County property.**

12. **All Sales Are Final.** The bidder is responsible for knowing which merchandise he is bidding on. Fort Bend County and Lemons Auctioneers will not be responsible for supplying batteries, tires, or tire repair, fuel, propane tanks, repairs on vehicles, trucks or heavy equipment, a wrecker, or trucking services.

13. **Some items may be offered with a reserve.**

14. Fort Bend County **reserves** the right to postpone or adjourn any of the auctions, to accept any bid or to reject all bids, or to withdraw any item at any time prior to the announcement of the completion of any auction.

15. **NO BUYER'S PREMIUM** will be charged.

16. There will be absolutely **no trading or sales** between buyers on the premises of Fort Bend County.

17. **Information and photos were gathered from sources considered to be reliable and is believed to be correct. However, no guarantee is provided with respect to such information or photos. Buyers should rely on their sole inspection of the auction items at its present location on the assigned preview days. Items listed on the brochure or subject to change. All times in the Agreement are specified in Central Daylight Time.**

18. **Announcements made by the Auctioneer or Fort Bend County on the day of the sale take precedence over any printed matter pertaining to this auction.**

19. **It is the object of the Auctioneer and Fort Bend County to conscientiously and accurately present the description and conditions contained in this catalog; however, neither Auctioneer or Fort Bend County shall in any way be responsible for any errors or omissions in the descriptions or conditions contained in this catalog or previous advertising.**

20. **Lost Title by Buyer after purchase:** Fort Bend County will charge a \$35.00 administrative fee per title to facilitate the process of applying for a replacement title.

21. **AUCTION REMOVAL:** Saturday, October 21, 2023, Sale Day until 5 p.m. and Monday, October 23, 2023, & Tuesday, October 24, 2023, from 7 a.m. to 3 p.m. No Exceptions – **STRICTLY ENFORCED – All merchandise not removed from the Fort Bend County Auction Sale Site by 3 pm., Tuesday, October 24, 2023, will be considered abandoned and revert to Fort Bend County to dispose of as they see fit.**



Fort Bend County Auction Terms and Conditions

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3. **Payment:** All purchases must be paid in full on the day of sale October 21, 2023, by 5 p.m. before leaving the premises with NO EXCEPTIONS. **Removal:** sale day, Saturday, October 21, 2023, until 5 p.m., Monday, October 23, 2023, from 7am to 3pm and Tuesday, October 24, 2023, from 7am to 3pm.
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13. **Lost Title by Buyer after purchase:** Fort Bend County will charge a \$35.00 administrative fee per title to facilitate the process of applying for a replacement title.

I understand and agree to the Fort Bend County Auction Terms and Conditions described above.

Signed:

Signature

Printed Name

Date

Revised 10.23 13-1

Tax Summary

Auction Information

Auction: Fort Bend County - Needville, TX

Date: 05/29/2024

Time: 05/29/2024 10:00

Location: 9110 Long St
Needville, TX 77461

Company Information

Lemons Auctioneers LLC
18810 Juergen Rd.
Tomball, TX 77377

Tax Rate Summary

Name	Rate	# of invoices	Total Amount	Non-Taxable Amount	Exempt Amount	Taxable Amount	Amount Due
Texas	8.2500%	34	\$13,259.72	\$339.01	\$1,641.00	\$10,420.00	\$859.71
Total							\$859.71

Tax Code Summary

Tax Code	Name	Rate	# of invoices	Amount Collected
01	Tx	8.250%	34	\$859.71
Total				\$859.71

Tax Summary

Hammer Price Collected	\$12,061.00
Buyer's Premium Collected	\$0.00
Convenience Fee Collected	\$339.01
Fees Collected	\$0.00
Tax Collected	\$859.71
Total Collected	\$13,259.72



My Dashboard

My Links

Current Auction

Help

Current Auction: 274214

Accounting - Invoices - Fort Bend County - Needville, TX

Check-in

Absentee Bids

Clerk

Auction Tube

Auctioneer Screen

Invoices

Payments

Sellers

Reports

Filter by Payment Status:

Paid



Show 100 ▼ entries

Search:

Columns

Export

Support

☐	Invoice Number	Paddle	First Name	Last Name	Company	Address	City	State	Postal Code	
☐	20003-274214-1	20003	Adrian	Martinez		10343 Rancho Bernardo Ln.	Sugar Land	TX	77498	adrianm84@ya
☐	20004-274214-1	20004	Eric	Grimm	Color new	3010 Dogwood Knoll Tr	Rosenberg	TX	77471	ericgrimm65@
☐	20005-274214-1	20005	Allen	Pekar	Pekar Services	23719 County Road 48	Angleton	TX	77515	arp2_20@yahc
☐	20006-274214-1	20006	Erick	Villanueva		3301 Isabel Dr	Donna	TX	78537	erick8490@ho
☐	20008-274214-1	20008	Robert	Milne		4333 Sims Road	Rosenberg	TX	77471	granny6320@e
☐	20012-274214-1	20012	Jim	Caffey		907 Dumont	South Houston	TX	77587	jimcaffey7@gr
☐	20016-274214-1	20016	Eric	Tonkin		12703 Capricorn Street suite 900	Stafford	TX	77477	eric@suppress
☐	20021-274214-1	20021	Rami	Golan		5720 Glenmont Dr Apt 376	Houston	TX	77081	ramilan777@y.
☐	20022-274214-1	20022	Loveth	Igbu	Resale Cert is inactive - Cannot use Chrisoveth Ent/Motors as resale cert 1/24/24 lah	3318 Stratford Pointe Dr	Sugarland	TX	77498	lovethndy@ya
☐	20025-274214-1	20025	James	Lemons		9210 Lugary	Houston	TX	77074	jameshlemons
☐	20028-274214-1	20028	Charlie	Barrett		Po Box 458	Brazoria	TX	77422	cbarrett1946@
☐	20030-274214-1	20030	Paul G	Padilla jr	Paul's deals online	1620 Crestmont Dr.	Stafford	TX	77477	ppad1jr@yaho
☐	20032-274214-1	20032	Brandon	Meyer	meyer dump trucking	6420 County Road 605	Dayton	TX	77535	meyerdumptru
☐	20039-274214-1	20039	David	Olvera		1546 Gulf St	Edinburg	TX	78542	olveradavid60
☐	20041-274214-1	20041	Jose Luis	Santos		7118 N. Victoria Rd.	Donna	TX	78537	santosblueden
☐	20043-274214-1	20043	Yvonne	Wrobliski		3306 Needville Ave	Needville	TX	77461	yrwrobliski@y
☐	20050-274214-1	20050	Robert	Johnson		Po Box 342	Hungerford	TX	77448	rj396@hotmail
☐	20054-274214-1	20054	Nathan	Vrubel	DaVinci Maker Labs	9819 Oakcrest Dr	Manvel	TX	77578	nkvrubel@davi
☐	20055-274214-1	20055	Robert	Martin		5709 Lorinowoods Dr	Houston	TX	77066	mdehouston@


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Current Auction: 274214

Accounting - Reports - Buyers - Fort Bend County - Needville, TX

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Data accurate as of: 07/01/2024 03:07:59 CDT

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Support

Bidder	First Name	Last Name	Company	Phone	Email	Address	Online	Status
20000	Ignacio	Veneros		(346) 513-0145	veneros44@gmail.com	23007 Glenwood Blvd Hockley, TX 77447	✓	
20001	Minh	Dinh		(832) 762-1955	minhcdinh@yahoo.com	3315 Charles Avenue Pearlland, TX 77584	✓	
20002	Kevin	Schreiber		(832) 870-1476	sfakas95@gmail.com	1406 14th Ave N Texas City, TX 77590	✓	
20003	Adrian	Martinez		(281) 248-3062	adrianm84@yahoo.com	10343 Rancho Bernardo Ln. Sugar Land, TX 77498	✓	Invoice(s) Paid
20004	Eric	Grimm	Color new	(281) 750-5636	ericgrimm65@gmail.com	3010 Dogwood Knoll Tr Rosenberg, TX 77471	✓	Invoice(s) Paid
20005	Allen	Pekar	Pekar Services	(979) 799-6429	arp2_20@yahoo.com	23719 County Road 48 Angleton, TX 77515	✓	Invoice(s) Paid
20006	Erick	Villanueva		(956) 784-9374	erick8490@hotmail.com	3301 Isabel Dr Donna, TX 78537	✓	Invoice(s) Paid
20007	Vincent	Ifokwe		(713) 256-5726	vifokwe@gmail.com	6211 E Fm 1462 Rd Rosharon, TX 77583	✓	
20008	Robert	Milne		(713) 732-2709 (281) 744-1933	granny6320@gmail.com	4333 Sims Road Rosenberg, TX 77471	✓	Invoice(s) Paid
20009	Chris	Lopez	Tenstar Enterprises LLC	(210) 414-5525	tenstar905@aol.com	68 Mccaughan Road Poteet, TX 78065	✓	
20010	Julian	Godsey		(281) 740-5296	jgodsey3@aol.com	116 Anderson St Schulenburg, TX 78956	✓	
20011	Terry	Scott		(832) 526-2295	scooter73@gmail.com	13431 Moody Rd Needville, TX 77461	✓	
20012	Jim	Caffey		(713) 946-3993	jimcaffey7@gmail.com	907 Dumont South Houston, TX 77587	✓	Invoice(s) Paid
20013	Jose	Carbajal	Brazos Commercial Roofing	(832) 423-8695	carbajaljose08@gmail.com	103 Pennsylvania st. South Houston, TX 77587	✓	
20014	William	Snow		(281) 620-7153	wsnow5413@gmail.com	26741 Rice Road	✓	

Auction Summary

Report Date: 07/01/2024 02:59:55 CDT

Data accurate as of: 07/01/2024 02:59:55 CDT

Auction Information

Auction: Fort Bend County - Needville,
TX
Date: 05/29/2024
Time: 05/29/2024 10:00
Location: 9110 Long St
Needville, TX 77461

Company Information

Lemons Auctioneers LLC
18810 Juergen Rd.
Tomball, TX 77377

Payment Breakdown

	Collected	Outstanding	Total
Hammer Price	\$12,061.00	\$0.00	\$12,061.00
Fees	\$0.00	\$0.00	\$0.00
Tax	\$859.71	\$0.00	\$859.71
Buyer's Premium	\$0.00	\$0.00	\$0.00
Conv. Fees/Add. CC BP	\$339.01	--	\$339.01
Totals	\$13,259.72	\$0.00	\$13,259.72

Other Income

Billable Expenses	\$0.00
Commission	\$1,206.10
Subtotal	\$1,206.10

Debits

Overage in expenses	\$0.00
Refunds Due	\$0.00
Subtotal	\$0.00

Totals

Auction Total	\$13,259.72
Due to Sellers 	(\$10,854.90)
Gross Profit Subtotal	\$2,404.82
Debits Total	\$0.00
Taxes Total	(\$859.71)
Auction Net	\$1,545.11

Payment Type Details

Cash	\$1,059.00
Check	\$0.00
Credit card	\$10,769.66
ACH	\$0.00
Wire Transfer	\$0.00
Seller Deductions	\$0.00
Other	\$1,431.06
Total Collected	\$13,259.72

Auction Details

Total Lots	111
Total Photos	254
Total Videos	0
Total PDFS	0
Photos Per Lot	2.29
Price Per Lot	\$108.66
Expense Per Lot	\$0.00
Profit Per Lot	\$13.92

Invoices

Paid in Full	34
Partially paid	0
Unpaid	0
Total Invoices	34

Lots

Passed	15
Reserve Not Met	0
House Number	0
Total Lots Not Sold	15



Lemons Auctioneers LLC
18810 Juergen Rd.
Tomball, TX 77377
Phone: (800) 243-1113
Fax: (281) 357-4974

Paddle #: 20003
Invoice # 20003-274214-1
Date: 01-Jul-2024 03:11 CDT

Buyer Information

Buyer Name: Adrian Martinez
Paddle #: 20003
Phone #: (281) 248-3062
Email: adrianm84@yahoo.com
Billing: 10343 Rancho Bernardo Ln.
Sugar Land, TX 77498

Auction Information

Auction:
Fort Bend County - Needville, TX
Date:
06/07/2024
Location:
9110 Long St
Needville, TX 77461

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
27	20003	Display Cabinet - (Approx. 2) Display Cabinet Includes Glass Has Some Glass Shelves Stationary Various Conditions (Approx. Sizes) 1- 60" L x 18" W x 38" H 1- 70" L x 18" W x 38" H - Current Condition Unknown	1	\$1.00	\$1.00	\$0.00	\$0.08	\$1.08
28	20003	Sofa and Love Seat - (1) Sofa - Needs Cleaning (1) Love Seat - Needs Cleaning - Current Condition Unknown	1	\$6.00	\$6.00	\$0.00	\$0.50	\$6.50
64	20003	Office Chairs - (Approx. 13) Office Chairs Poor Conditions, *See Photos* Various Conditions - Current Condition Unknown	1	\$1.00	\$1.00	\$0.00	\$0.08	\$1.08
93	20003	Police Vehicle Parts - (1) Console (Approx. 5) Cages/ Back Seat (1) White Light/ Roof Style (Approx. 5) Protection Behind Seat Cage Miscellaneous (1- Pallet) - Current Condition Unknown	1	\$6.00	\$6.00	\$0.00	\$0.50	\$6.50
Total Lots: 4			Totals:		\$14.00	\$0.00	\$1.16	\$15.16

PAID IN FULL

SubTotal: \$15.65

Cash Total Due: \$0.00

Convenience Fee Paid: \$0.49

Paid Credit:

Clerk:
KarlaMartinez
Payment Time:
06/07/2024 04:11:42 PM

Type:
Visa \$15.65

Last 4: 0000

Approval:

Name:
Adrian Martinez

LEMONS AUCTIONEERS, LLC & ONLINE PROS

WHAT DIFFERENTIATES OUR COMPANY FROM COMPETITORS?



- 1. Immediate Electronic Payment**
- 2. Experiences Customer Care Support**
Monday – Friday: 8 a.m. to 5 p.m./CST
Saturday & Sunday: Via Email, response within 8 hours
- 3. Price Consultation: Our professional auctioneers are available to advise Sellers on the proper online auction starting prices and auction value. (Auctioneers Opinion)**
- 4. Our Auctioneers Licenses reciprocate with many states in the U.S.**
- 5. Experience: Our owners have been selling assets for governmental agencies, business liquidations, and learning institutions since 1983.**
- 6. In Texas, we offer an onsite team to tag, inventory, and take photos of Sellers assets. (Asset Tracking)**
Auctioneer will offer this service out of state for training purposes for a negotiable fee.
- 7. Marketing Department: Online pros have a marketing department of auction specific employees with several years of experience. Utilizing social media, google, Facebook, third-party websites, email blast, and push notifications to achieve its goal for each item sold.**
- 8. Conference Staff: Lemons Auctioneers employees experienced staff to attend a booth at various venues throughout the to meet new clientele and teach the art of auctions.**
- 9. Our Staff is available to make presentations or consultations live or online (webinar).**
- 10. Online Pros App:**
- 11. Member Auction Associations:**



- 12. Auctioneer has a secure auction facility available for its local clientele that may be utilized at Sellers convenience at 18810 Juergen Rd., Tomball, Texas, 77377.**

Vendor Support & Technical Support

Tech Support services and resources are offered **FREE** of charge.



Tech Support Hours of Operation:

Office Hours:

Monday – Thursday

8:00 a.m. – 5:00 p.m. CST

Friday

8:00 a.m. – 4:30 p.m. CST

Weekend & Holiday Hours:

Available Thru E-mail or Live Chat

Same Day Response



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760680303300
File/Vendor Number:	051783
Approval Date:	18-MAR-2021
Scheduled Expiration Date:	18-MAR-2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEMONS AUCTIONEERS LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-MAR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev 06/19

Testimonials

Melanie Dickson-Conroe ISD
Para Secretary/Custodial/Maintenance
832-592-8898, madickson@conroeisd.n



Since I started putting together the auctions at my school district in 2016, I have found that working with the staff at Lemons Auctioneers, LLC/Online Pros has been nothing but helpful, courteous, accessible, professional, friendly, etc. I cannot say enough about Jackie, Lori, Tara, Laura, Angela and all the other staff. There has not been one employee there that has not been willing to help! If you are searching for a company that knows what they are doing when it comes to auctions, look no further! You will not be disappointed!

Wayne Schaper-Spring Branch ISD
Purchasing Manager
713-251-1136,
Wayne.Schaper@springbranchisd.com



Lemons Auctioneers is one of the very best auction houses in Texas. We've been using them as our surplus auctioneer for 20+ years and they are one of the most professional organizations that we deal with. Lori and Jackie are very friendly and always accommodating. The entire Lemons team is very responsive on pay out and they help us handle any issues that we have before, during and after our online auctions. I would highly recommend using Lemons Auctioneers and/or Online Pros for your next auction.

Testimonials (Cont.)

Mickie Dietrich-Alvin ISD
Director of Purchasing
281-245-0567, mdietrich@alvinisd.net



Alvin ISD has used Lemons seems like forever - 15+ years!!! They bend over backwards to assist us with auction setup schedules to meet OUR needs. Always helpful, always ready to assist buyers. A great FACILITATOR between our district and the buyer. Quick turn around on revenue checks once the auction has closed. It is great to have someone take care of the financial side of our auctions. I highly recommend any district that needs assistance with disposals to get ahold of LEMONS! They will help you any time with "spring cleaning" - Technology, Furniture, Equipment, Vehicles, we have sold everything we think has ANY RESIDUAL VALUE! thank you, LEMONS!

RFP 25-003
Auctioneer Services for County and Public Transportation Assets
Q&A #2

Question 1: Page 11, Item 27.1.7 – “Respondent to conduct public auction without minimum or reserve, buyer’s premium, bid-ins or buy backs.” Does this imply No Buyer’s Premium fees can be charged to winning bidders? If so, is this item negotiable?

Answer: See Q&A #1, Answer to Question 3. No.

Question 2: Page 12, Item 27.2.2 – Would a vendor that only provides in-person inspections, with a fully on-line live platform meet the intent of this RFP? Or must the auction vendor also provide live/public auctions to be considered?

Answer: See Q&A #1, Answer to Question 2.

Question 3: Page 12, Item 27.2.5 – Does the County wish to sell from their own lots or would the option to transport items it to the auction vendor’s location(s) be desirable? Transportation services can be coordinated by auction vendor.

Answer: The County does not wish to have auctions held at the vendor’s location.

Question 4: Page 12, Item 27.3.3.1 and 27.3.3.2 – To provide a worldwide reach of potential bidders, we have moved to an online advertisement model almost exclusively. Would online only advertisements be considered, or is the requirement of printed brochures and paper advertisements required by local governance?

Answer: Online only advertising will not be considered.

Question 5: Page 12, Item 27.3.3.2 – If newspaper advertisements are required, must they be in print, or would online newspaper advertisements be acceptable?

Answer: In print are required.

Question 6: Page 13, Item 28.2.7 – Our typical process involves us as the auction vendor handling all buyer payments and then remitting the net proceeds from Auction Items sold at auction, less Auctioneer’s applicable commission and any expenses, to our Seller’s within 10 to 14 business days. Would this process be considered?

Answer: You may provide details in your proposal.

Question 7: Page 13, Item 28.3.1 – Would the County allow the Auction Vendor to handle all titling paperwork on behalf of the County?

Answer: Yes, after the Auction. Any title work needed before the Auction is processed by Inventory.

Question 8: Page 14, Item 28.6 – Could the County offer a breakdown of past two-year auction lots? Or provide an idea of the percentage of smaller personal property vs vehicles and equipment?

Answer: There's no breakdown, however, the smaller personal property is mostly sold in the online auctions, and the vehicles and large equipment are sold in the onsite auctions. Some smaller property may also be included in the onsite auctions if available.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Lemons Auctioneers, LLC
Tomball, TX United States

Certificate Number:
2024-1179180

Date Filed:
06/23/2024

Date Acknowledged:
08/27/2024

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

Fort Bend County

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

RFP 25-003
Auctioneer Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)