

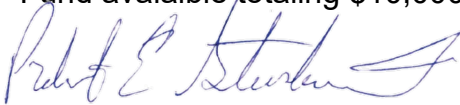
Fort Bend County Tabulation
Bid 25-011
Term Contract for Pre-Award, Post-Delivery, and Bus Inspection

Term: through September 30, 2029

Recommended: TRC Engineering Services, LLC

Service	TRC Engineering Services, LLC Orlando, FL
Pre-Award Buy America Audits, per hour	\$ 71.00
Inspection Services, per hour	\$ 79.63
Post-Delivery Buy America Audit Services, per hour	\$ 71.00

Fund available totaling \$10,000.00





COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	TRC Engineering Services, LLC		
Business Name (if different from legal name)	Transit Resource Center		
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?
Federal ID # or S.S. #	47-3809285	SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE	LF7JSQGL54L7		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	2200 Winter Springs Blvd., Suite 106-344		
City/State/Zip	Oviedo, FL 32765		
Physical Address	10 Windsormere Way, Suite 400		
City/State/Zip	Oviedo, FL 32765		
Phone Number	407.977.4500		
E-mail	trc@transitresourcecenter.com		
Contact Person	Tara L. Dawson		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	Cert Date _____ Exp Date _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____	
NAICs codes (Please enter all that apply)	54160, 1422082, 485113 and 541990		
Signature of Authorized Representative			
Printed Name	Tara L. Dawson		
Title	Director of Operations		
Date	9/20/2024		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE



Presented by:

TRC ENGINEERING SERVICES, LLC
2200 Winter Springs Blvd., Suite 106-344
Oviedo, FL 32765
P: (407) 977-4500 F: (407) 977-7333
trc@transitresourcecenter.com



**Request for Pre-Award,
Post-Delivery and
Bus Inspection Services**

IFB #: 25-011

Presented To:

Ms. Melissa Stavinoha
Fort Bend County Public
Transportation
301 Jackson, Suite 201
Richmond, TX 77469

DUE: September 24, 2024 by 2:00 PM CST



September 20, 2024

Ms. Melissa Stavinoha
Senior Buyer
Fort Bend County Public Transportation
301 Jackson, Suite 201
Richmond, TX 77469

RE: IFB Bid 25-011
Proposal for Pre-Award, Post-Delivery, and Bus Inspection Services

Dear Ms. Stavinoha:

TRC Engineering Services, LLC is pleased to provide Fort Bend County Purchasing Department a Proposal to provide Bus Line Inspection and Buy America Audit Services on Light-Duty Cutaway Buses Type 3 and Medium-Duty Freight Liner Cutaway Buses Type 11 @ Glaval Bus in Goshen, IN.

At this time prior to the submittal of the quote, there is no production schedule or tentative dates provided.

TRC is a nationwide consulting organization specializing in transit industry vehicle engineering and maintenance consulting services. We are now in our 33rd year of business and have become a leading company in the U.S. that provides transit vehicle engineering support services, including in-plant quality assurance inspections.

TRC has a large staff of seasoned bus inspectors who successfully carry out bus line inspection services at manufacturing plants across the U.S., Canada, and Europe. We have inspected over 20,000 new buses. Inspections have been provided on all classes of buses and transit vehicles.

TRC has built a stellar team of in-plant inspectors at Glaval Bus In Goshen, IN, which is led by TRC's Project Manager, Mr. Paul Germo. Mr. Germo will serve as TRC's Project Manager for FPCPT's light-duty and medium-duty cutaway vehicles bus inspection project at Glaval Bus.

Paul possesses a vast knowledge of the cutaway paratransit vehicles inspection process as well. He serves (and has served) as Project Manager for cutaway vehicles manufacturing projects other than those manufactured by Glaval Bus (i.e. Starcraft, Forest River, Coach & Equipment and Mobility Trans).

Ms. Melissa Stavinoha
September 20, 2024
Page Two

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

TRC acknowledges receipt of Addendum 1, received on 9/18/2024.

Respectfully submitted,



TRC ENGINEERING SERVICES, LLC

Tara Dawson
Director of Operations

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- Attachment E: Subcontractor Participation
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- TRC Bus Inspection Locations

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- Jon Torzewski, Resident Inspector
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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 9/20/2024

SIGNATURE *Tara L. Dawson*

COMPANY TRC Engineering Services, LLC

NAME Tara L. Dawson

TITLE Director of Operations

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

I, Tara L. Dawson, Director of Operations, hereby certify on behalf of
(Name) (Title)
the TRC Engineering Services, 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 20th day of September, 2024.

Signed: _____

Tara L. Dawson

Printed Name: _____

Tara L. Dawson

Company Name: _____

TRC Engineering Services, LLC

N/A

Disclosure of Lobbying Activities

N/A

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Tara L. Dawson</u> Print Name: <u>Tara L. Dawson</u> Title: <u>Director of Operations</u> Telephone No. <u>407.977.4500</u> Date: <u>9/20/2024</u>	
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



Attachment D

Fort Bend County Public Transportation

INTENT TO PERFORM AS A DBE CONTRACTOR OR DBE SUBCONTRACTOR/SUBVENDOR **N/A**

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

Name of Offeror/Prime Contractor: TRC Engineering Services, LLC

Name of Subcontractor/Subvendor: (if applicable) N/A

Project Name: Pre-Award, Post-Delivery, and Bus Inspections

IFB/RFP/RFQ Number: 25-011

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



Fort Bend County Public Transportation (FBCPT)
Subcontractor Participation

N/A

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: TRC Engineering Services, LLC

Project Name: Pre-Award, Post-Delivery, and Bus Inspections

IFB/RFP/RFQ Number: 25-011

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.

Tara L. Dawson
Printed Name of Authorized Representative of Offeror/Prime Contractor

Tara L. Dawson
Signature

9/20/2024
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



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. ATCB 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:

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 TRC Engineering Services, LLC	Printed Name of Person Completing Form Tara L. Dawson
Date 9/20/2024	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:

TRC Engineering Services, LLC

Address:

2200 Winter Springs Blvd., Suite 106-344

Telephone:

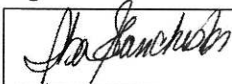
407.977.4500

SS# or Tax ID#:

47-3809285

Printed Name of Person Completing Form:

Ilsa Stancheski

Signature**Date:**

9/20/2024

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

D. Seismic Safety (A&E for new buildings & additions)

E. The Brooks Act

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 or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for

the convenience of Agency.

D. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

E. The Brooks Act

The Congress hereby declares it to be the policy of the Federal Government to publicly announce all requirements for architectural and engineering services, and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required at fair and reasonable prices.

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
TRC Engineering Services, LLC	Ilsa Stancheski
Date	Signature
9/20/2024	

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
TRC Engineering Services, LLC	Ilsa Stancheski
Date	Signature
9/20/2024	

BUY AMERICA CERTIFICATION**Instructions:**

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

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

The contractor agrees to comply with 49 U.S.C. 5323(j), 49 C.F.R. part 661, and Public Law 117-58, div G 70914(a) which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The Contractor also agrees to comply with the BABA (Public Law 117-58, div. G § 70914(a)) regulations that requires that construction materials used in infrastructure projects are also produced in the United States.

Certificate of Compliance with 49 U.S.C. 5323(j)(1) and BABA (Public Law 117-58, div. G § 70914(a))

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661, 2 CFR § 200.322, BABA (Public Law 117-58, div. G § 70914(a)), and any amendments thereto.

Signature Tara L. Dawson
 Company Name TRC Engineering Services, LLC
 Name and Title Tara L. Dawson, Director of Operations
 Date 9/20/2024

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1) and BABA (Public Law 117-58, div. G § 70914(a))

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), 49 C.F.R. 661.7, and BABA (Public Law 117-58, div. G § 70914(a)).

Signature _____
 Company Name _____
 Name and Title _____
 Date _____

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



REQUIRED FORMS



**Bid 25-011 – Pre-Award and Post Delivery Bus Services for
Fort Bend County Public Transportation
Q&A #1**

Question 1: How many buses per the (5) year contract?

Answer: Less than 100

Question 2: Estimated amount of buses for the first year?

Answer: Approximately 25

Question 3: Estimated amount of buses for years after?

Answer: Remainder of total

Question 4: Have you received a production schedule or tentative dates of when the first set of buses are due to go online?

Answer: Not at this time, can share after award

Question 5: Will the buses be at Glaval for the inspections or another location? If another location, please provide the name and address.

Answer: Glaval is the intended production site.

Question 6: Under the Contractor Requirement – Page 18: What do you mean by - The contractor's inspection personnel shall be exclusive to the FBCPT and may not bill hours related to any other project...does this mean the resident inspector only works on FBCPT

Answer: Inspection personnel shall be available when required to support on-going inspections activities. Inspection support may support other activities so long as it does not interfere or delay inspection of FBCPT when on contract.

CONTRACT SHEET
B25-011

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 26 day of November, 2024
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
TRC Engineering Services, LLC (hereinafter designated Contractor).
(company name)

WITNESSETH:

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

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

Executed at Richmond, Texas this 26 day of November 2024.

Fort Bend County, Texas

By: KP George
County Judge KP George

By: Mary Grace Pigman
Signature of Contractor

By: Mary Grace Pigman, President
Printed Name and Title

**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.
TRC Engineering Services, 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) ▶

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.)
2200 Winter Springs Blvd., Suite 106-344

6 City, state, and ZIP code
Winter Springs, FL 32708

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

4	7	-	3	8	0	9	2	8	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**Signature of
U.S. person ▶*Tara L. Dawson*Date ▶ **September 20, 2022****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.

Job No.: 25-011

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

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

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

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

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.) **N/A**

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

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

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

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

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

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

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

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

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



Section 1: TRC's History and Qualifications



Section 1

TRC's History and Qualifications

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

TRC was founded in 1991 and has been in business for 33 years. TRC has a direct staff of about 38 full-time employees; the firm is also affiliated with several related companies with total employment of about 280 employees, including about 35 independent contractors.

GENERAL INFORMATION

Firm name, address, telephone number and fax number.	TRC Engineering Services, LLC 2200 Winter Springs Boulevard Suite # 106-344 Oviedo, Florida 32765 (407) 977-4500 V. (407) 977-7333 F. trc@trcengineering.net www.trcengineering.net
Proposal Contact:	Tara L. Dawson, Director of Operations (407) 977-4500 trc@transitresourcecenter.com
Type of Organization:	Corporation (Not DBE Certified)
Proposed Key Personnel:	Paul Germo , <i>Quality Assurance Project Manager</i> Jon Torzewski , <i>Quality Assurance Resident Inspector</i> Emma Ziulkowski , <i>Buy America Analyst</i>



FIRM HISTORY

TRC is a consulting organization focused on providing technical support in bus engineering, manufacturing, and maintenance in the public transportation field. We have been a leader in transit vehicle engineering, quality assurance and maintenance consulting services for over 33 years.

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

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

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

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



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

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

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

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

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



BUS ENGINEERING

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

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

BUS MAINTENANCE

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

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

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

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

Bus maintenance is best carried out in well-designed, clearly lighted spaces that are created specifically for good bus maintenance practices. TRC serves as advisors to transit systems



and architectural/engineering firms on the design of new and renovated bus maintenance facilities. We have assisted clients with site selection (New Haven, CT), shop design (Beaver Co, PA; Norwalk, CA), maintenance facility consolidations (Rochester, NY; Santa Maria, CA), facility planning (San Louis Obispo, CA), facility evaluations (Orlando, FL; State College, PA) and facility commissioning (Beaver Co, PA; Norwalk, CA).

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

BUS PROCUREMENT

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

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

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



BUS TECHNOLOGY CENTER

For the past 33 years TRC has worked successfully with virtually every bus manufacturer that provides transit buses to the North American market. Our professional staff consists of 38 engineers, managers, maintenance specialists and bus inspectors who work on bus quality assurance projects, maintenance audits, fuels and emissions studies, and Buy America audits. Our nationally known experts are the finest in the nation and have worked with transit agencies of all sizes.

BUS TECHNOLOGY CENTER

Engineering Staff

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

Mr. John Schiavone	Propulsion systems, fuels, and emissions specialist. Manufacturing Q/A expert.
Mr. Ralph Malec	Senior Mechanical Engineer and former Director of Bus and Rail Maintenance at the Chicago Transit Authority.
Mr. Robert Bach	Senior Maintenance Consultant, former Director of Maintenance at Riverside Transit Agency. Completed course work for regulatory compliance for California Title 13 and thorough familiarity with FMVSS and understanding of out-of-source criteria, as well as other defects.
Mr. Dan Denman	Bus design and manufacturing professional engineer. Former lead engineer at Neoplan USA
Mr. Al Rodi	Bus and railcar engineer. Former Neoplan design engineer. Vast knowledge of powerplants
Mr. Lee Loper	Bus manufacturing and remanufacturing engineer in charge of TRC's bus repair and restoration projects.



BUS TECHNOLOGY CENTER PRACTICE AREAS

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

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



TRC BUS INSPECTION LOCATIONS

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

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





Section 2: FBCPT's Proposed Team



Section 2

FBCPT's Proposed Team

PROPOSED STAFFING

In carrying out a successful bus inspection project, the quality, experience, and integrity of the staff members actually assigned to the project are the keys to success. They make the difference between absolute quality results versus average or indifferent outcomes.

TRC has assembled the finest team of bus engineering experts that can be found anywhere in the U.S. transit industry. TRC's privately owned Bus Technology Center is the largest in North America. Our bus technology center provides technical support in bus design and engineering, bus manufacturing and bus maintenance. TRC has been a leader in transit bus engineering more than 33 years.

As you will see, TRC has proposed an inspection team for the Fort Bend County Public Transportation build. This project manager will guide bus line inspection duties, and assume ultimate responsibility for written reports until the project is satisfactorily concluded.

In this section, we have included resumes for our proposed staff.

Paul Germo, *Quality Assurance Project Manager*

Jon Torzewski, *Quality Assurance Resident Inspector*

Emma Ziulkowski, *Buy America Analyst*

STAFFING COMMITMENT

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



PAUL GERMO

Quality Assurance Project Manager

PROFESSIONAL EXPERIENCE

(2007 to Present) TRC Engineering Services, LLC

Quality Assurance Project Manager

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

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

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

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



- Milwaukee, WI

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

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

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

(2006 - 2008)

Dutton's Valley Gallery

Sales & Marketing Manager

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

(1998 - 2006)

Johnson Anderson & Associates

4 Color Press Supervisor/Assistant Shift Supervisor

- Primary responsibility was to lead a team operating the hi-tech 4 color sheet-fed



department.

- Utilized an in-depth knowledge of color theory, graphics and printing technology.
- Ability to successfully interface with artists; graphic designers; sales reps; print brokers; PR people; and managers.
- A very strong ability to communicate in writing and verbally was required
- Supervised, trained and motivated team members
- Successfully navigated a fast paced environment with tight deadlines and very high quality standards.

EDUCATION

Bethany Global University, Bloomington, Minnesota

Associate of Cross Cultural Communications

New York Institute of Photography, New York, New York

Photography Degree - Professional Photography

New York Institute of Photography, New York, New York

Automotive Parts Management

SAIT Polytechnic, Calgary, Canada



JON TORZEWSKI

Quality Assurance Resident Inspector

QUALIFICATIONS

Thirty years of experience in leadership and management positions. Interact effectively with persons of diverse roles, backgrounds, cultures, and socio-economic classes. Expertly managed hazardous cargo certification requirements, vehicle maintenance, inspections, and safety deadlines. Result: no serious accidents while maintaining mission readiness during my tenure. Able to work in a stressful multi-task environment and make difficult decisions.

PROFESSIONAL EXPERIENCE

(2020 to Present)

TRC Engineering Services, LLC

Quality Assurance Resident Inspector

Mr. Torzewski is part of TRC's bus engineering support group where he is assigned to project involving inspections. He handles projects based in the Indiana area. Successfully worked remotely, performing quality inspections of each bus assembled per contract. Responsible for all aspects of the new bus production inspection as required by client specifications and the safety requirements of both Federal and State governments.

- On a daily basis would interface with OEM leadership, engineers, quality assurance technicians, assembly workers, transit management, and officials.
- Monitor quality and assembly tech personnel involved in the process of creating buses on behalf of my Transit Authority clients.
- Draft reports and tracking matrices, which serve as a permanent record of the production activity

Since joining TRC as a quality assurance inspector in 2020, he has been responsible for successful bus inspections for the following TRC clients:

- Nassau Inter-County Express (NICE)
- Indianapolis Public Transportation Corporation (IndyGo)
- Access Services
- Greater Richmond Transit Company (GRTC)
- WeGo Public Transit
- Greater Hartford Transit District (GHTD)
- Norwalk Transit District
- Greater New Haven Transit District (GNHTD)
- City of Simit Valley
- Capital Area Transportation Authority (CATA)
- North Central Texas Council of Governments (NCTCOG)



SELF-EMPLOYED

Nine (9) years of experience as Quality Inspector, Fleet Maintenance Specialists, Lake Elsinore, California. Inspect a variety of different size and configured buses for conformance to DOT safety regulations and compliance with customers order request. Document and communicate findings of defects and variations from documented build orders, and mediate a resolution to customers satisfaction.

Recent Inspection Contracts;

- Plant inspections at: ARBOC, Elkhart Coach, Goshen Coach, Glaval Bus, and Star Craft
- Cal-Act production and final inspections, SFMTA, City of Monterey Park – 52 units
- RTC of Southern Nevada production and final inspections – 160 units
- MNDOT, Metro Counsel of Minnesota, MASSDOT production and final inspections – 100 units
- OC Transpo, Canada production and final inspections – 80 units

OTHER EXPERIENCE

2nd Battalion - 151st Infantry (Air Assault), Indiana

Battalion Commander

Led 550 soldiers in successfully performing a variety of missions under challenging and stressful conditions.

Result: Passed all Operational Readiness Assessments during my command.

2nd Battalion - 293rd Infantry Indiana

Executive Officer / Operations and Training Officer

Developed an organizational climate that motivated soldiers to achieve excellence in route to accomplishing organizational goals thru effective communications.

- Trained soldiers for high and low intensity conflicts in foreign lands
- Led and oversaw all facets of training
- Ensured a high degree of realism without jeopardizing safety
- Received Meritorious Service Medal
- Best trained battalion in the state of Indiana

EDUCATION

1999

Oakland City University

Bachelor of Science, Human Resources Management

1992

Vincennes University

Associate of Science, General Studies



EMMA ZIULKOWSKI

Buy America Analyst

PROFESSIONAL EXPERIENCE

(2019 to Present)

TRC Engineering Services, LLC

Buy America Analyst

Emma Ziulkowski has been a Buy America Analyst for TRC for the past three (3) years and has performed hundreds of Pre-Award and Post Delivery Buy America Audits in compliance with Federal Transit Administration (FTA) regulations governing audits of transit rolling stock purchases as detailed in 49 CFR Part 663. A sample list of Buy America Audits she has performed can be found below:

- AC Transit
- Access Services
- Allied Coordinated Transportation Services, Inc.
- Amtran
- Ann Arbor Area Transportation Authority
- AppalCART
- ARC of Chester County
- Area Transportation Authority
- Berkshire RTA
- Biddeford Saco Orchard Beach Transit
- Blacksburg Transit
- Broward County Transportation Department
- Bucks County Transit
- Butler County Community Action
- Call-A-Ride Services
- Cambria County
- Capital Area Transit
- Capital Area Transportation Authority (Lansing, MI)
- Capital District Transportation Authority
- Central Ohio Transit Authority
- Central Oklahoma Parking Authority (EMBARK)
- Central Pennsylvania Transportation Authority
- Centre Area Transportation Authority
- Centre County Transportation
- Chester County Department of Community Development
- City of Fresno
- City of Madison – HNTB
- City of Madison – Metro Transit
- City of Montebello



- City of Rochester
- Clarion County Transportation
- Community Transit of Delaware County
- Connect Transit
- Corpus Christi Regional Transportation Authority
- County of Lackawanna Transit System
- Crawford Area Transportation Authority
- Denton County Transportation Authority
- Des Moines Area Regional Transit Authority
- Erie Metropolitan Transit Authority
- Fayette Area Coordinated Transportation
- Fort Bend County Public Transportation
- GoRaleigh
- GoTriangle – Triangle Transit
- Greater Bridgeport Transit
- Greater Hartford Transit District
- Greater Richmond Transit Company
- Greene County Transportation
- HDR Engineering Inc – Gallatin County
- Huntington-Bedford-Fulton Agency Area on Aging
- IDOT – Adolescent Adjustment Center
- IDOT – Coles County
- IDOT – Developmental Services Center
- IDOT – Jackson County
- IDOT – New Star
- IDOT – Piatt County
- IDOT – Rides Mass Transit
- IDOT – Rolling Hills Progressive Center
- IDOT – Shawnee MTD
- IDOT – Shelby County
- IDOT – St. Clair
- Indiana County Transit Authority
- Lackawanna, County of Transit System (COLTS)
- Lane Transit District
- Lebanon Transit Authority
- Lehigh & Northampton Transportation Authority – LANta Bus
- Lenape Valley Foundation
- Long Beach Transit
- Luzerne County Transportation Authority
- Marin Transit
- Memphis Area Transit Authority
- Merced County Association of Governments
- Merced Transit Joint Powers Authority
- Metro – Omaha Metro Transit Authority



- Metro Regional Transit Authority (Akron, OH)
- Metropolitan Council
- Miami-Dade Transit
- Milwaukee County Transit System
- Monroe County Transit Authority
- Municipality of Anchorage Public Transportation
- Nashville Metropolitan Transit Authority
- Nassau Inter-County Express
- Northern Area Multi Service Center
- Omaha Metro
- OmniTrans
- PACE Suburban Bus
- Pioneer Valley Transportation Authority
- Placer County Transit
- Regional Transportation Commission of Washoe County
- Rochester Public Transit
- Rock Region Metro
- Salem Area Mass Transit District
- San Diego Metropolitan Transit System
- San Luis Obispo Regional Transit Authority
- San Mateo County Transit District
- Schuylkill County Transportation Authority
- South Central Transportation Authority – BARTA
- South Central Transportation Authority – BARTA Easton
- South Central Transportation Authority – RRTA
- St. Bernard Parish Government
- St. Cloud Metropolitan Transit Commission
- Step Inc.
- Suburban Transit Network
- Sunline Transit Agency
- Susquehanna-Wyoming County Transportation
- Topeka Metro
- Warren County Transit Authority
- Washington County Transit Authority – Freedom Transit
- Wayne County Transportation System
- Westmoreland County Transit Authority
- Yosemite Area Regional Transportation System - YARTS



The list above has been performed at the following manufacturers:

- Arboc
- BraunAbility
- Champion Bus
- Coach & Equipment
- Eldorado
- Forest River
- Glaval Bus
- MCI
- Mobility TRANS
- New England Wheels
- New Flyer
- NorCal Vans
- Nova Bus
- Proterra
- Starcraft
- Startrans
- Turtle Top

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

- Maintenance Audit Data Entry and Report Writing

(2018-2019)

Law Office of Erin Morse, Paralegal

EDUCATION/TRAINING

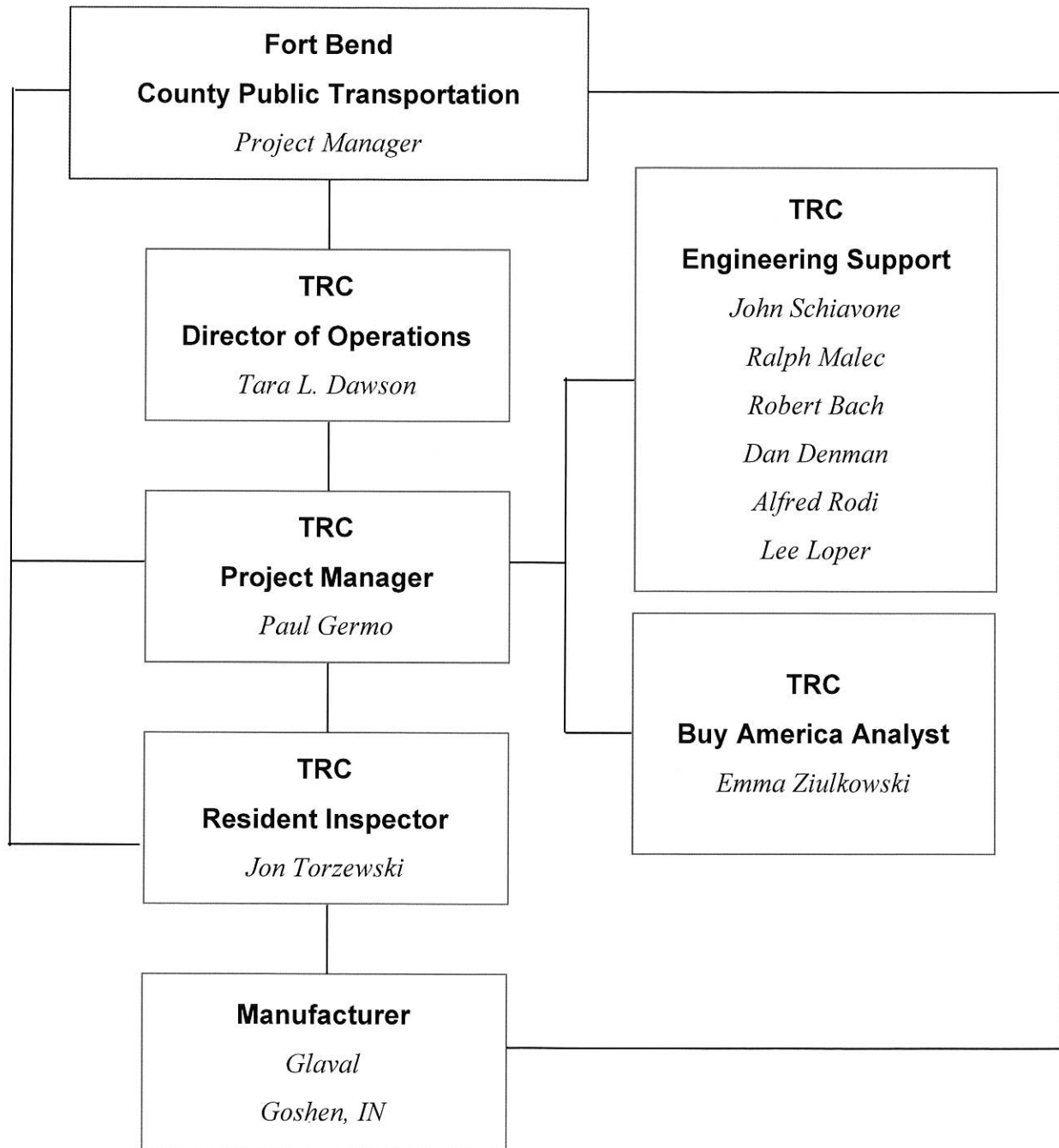
2018

University of Central Florida

B.S. in Business Administration



PROJECT ORGANIZATION CHART





Section 3: Project Understanding / Technical Approach



Section 3

Project Understanding / Technical Approach

PROJECT UNDERSTANDING

TRC understands that FBCPT has issued a purchase order to coordinate the manufacturing and delivery of Light-Duty Buses Type 3 and Medium-Duty Freight Liner Cutaways Buses Type 11 being manufactured by Glaval Bus in Goshen, IN. At this time, TRC has not received a production schedule or tentative dates of when the buses are due to start production.

TRC also understands that the on-site resident inspector is not required for One (1) procurement of 10 or fewer buses or two (2) procurement of 20 or fewer vehicles. In the event in-plant inspection services are not required, FBCPT will consider whether an inspector should make on-site visit to verify final assembly activities.

Per Addendum 1: Inspection personnel shall be available when required to support on-going inspection activities. Inspection support may support other activities so long as it does not interfere or delay inspection of FBCPT when on contract.

Project Purpose

TRC further understands that the purpose of this project is to provide in-plant inspection services and quality control assurance for the cutaway vehicles being produced by Glaval Bus. TRC will work with FBCPT staff to provide solutions for production line problems, assist with implementation of approved change orders, and furnish engineering expertise as required.

Each vehicle will be checked against FBCPT's Technical Specifications, variances, and pre-production correspondence to assure that it is manufactured to FBCPT's requirements. As directed by FBCPT's requirements, TRC will conduct those audit functions necessary to certify the correctness of the manufacturer's Pre-Award and Post-Delivery "Buy America", and "Federal Motor Vehicle Safety Standards" (FMVSS) certifications. TRC will also provide FBCPT written reports, which outlines the final condition of each cutaway vehicle prior to delivery, including recording all certifications required by 49 CFR Part 663.

Project Organization

TRC has already secured all personnel necessary to perform the inspection services required under this formal solicitation. TRC ensures that this project will be performed under direct supervision of executive management and all of TRC's staff listed in this proposal are fully-qualified and are authorized to perform inspection services.



FORT BEND COUNTY PUBLIC TRANSPORTATION - SCOPE OF WORK

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

TRC - TECHNICAL APPROACH

TASK 1: PRE-AWARD BUY AMERICA AUDITS

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

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

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

1.1. Buy America Certification

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

TRC will review the Buy America information that the bus manufacturer must provide for the pre-award review. The manufacturer's information will include a listing of the bus components and subcomponents that will be used to calculate the percent domestic content, the proposed



location where activities will take place during final assembly, and the total proposed cost of final assembly.

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

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

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

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

1.2. The Purchaser's Requirements Certification

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

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

1.3. Federal Motor Vehicle Safety Standards (FMVSS) Certification

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

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

1.4 Prepare Buy America Pre-Award Report

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



- **Introduction:** shall contain Buy America background and discussion of requirements, including any recent changes.
- **Signature Pages:** inspection firm's certification, Purchaser's Buy America certification, Purchaser's FMVSS certification.
- **Methodology:** shall contain discussion of how the audit was conducted.
- **Certification:** shall contain any necessary discussion about the vehicle and its compliance details, including a table of major components and subcomponents with compliance percentages.
- **Final Assembly:** discussion and cost of final assembly process.
- **FMVSS:** manufacturer approvals and certifications.

TASK 2: PRE-PRODUCTION ACTIVITIES

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

Although TRC has extensive resident inspection services experience with numerous bus manufacturers, including Glaval Bus. TRC's Chief Resident Inspector will review the manufacturing procedures with specific attention to FBCPT's build specifications. TRC will meet with the manufacture's Production Manager to identify and inspect all major components and sub-assemblies intended for use on FLCPT's buses.

TASK 3: REVIEW INTERNAL QUALITY CONTROL

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

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



TASK 4: INSPECTION OF BUS PRODUCTION

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

Any discrepancies or defective items discovered will be called to the attention of the manufacturer's Quality Assurance Representative. These deficiencies will be corrected on each vehicle and the information will be documented in a final report to FBCPT. While the vehicle is being assembled, the Resident Inspectors will ensure that technical documentation exists for each step of the build process.

This documentation is essential if FBCPT should need to investigate how a particular harness was installed or research other aspects of the manufacturing process after the vehicle has been assembled.

TASK 5: PRODUCTION MEETINGS/OPEN ISSUES

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

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



TASK 6: POST-DELIVERY BUY AMERICA AUDITS

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

- The vehicles built and sold to FBCPT are the same as specified in the procurement documents
- Final assembly of the vehicles was carried out in the U.S. in compliance with Buy-America requirements
- A minimum of 70% of the component and sub-component parts of the vehicles were purchased from domestic U.S. sources
- The bus manufacturer has a current FMVSS certification on file for the model bus
- A resident inspector was on site during manufacture of the buses.

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

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

Buy America Final Report

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

- **Introduction:** Buy America background and discussion of requirements, including any recent changes and discussion relating to comparison with the Pre-Award audit.
- **Signature Pages:** Auditor's certification, Inspector's certification, purchaser's Buy America certification, Purchaser's FMVSS certification, manufacturer's FMVSS approvals and certifications.
- **Methodology:** Discussion of how the audit was conducted.
- **Certification:** A necessary discussion about the vehicle and its compliance details, including a table of major components and subcomponents with compliance percentages.



- **Inspection:** A discussion of all visual inspections during the production; contain any inspector's notes, emails and any issues discovered during production
- **Manufacturer/Supplier:** Buy America certification with complete vehicle parts listing and compliance percentages.
- **Final Assembly:** Discussion and cost of final assembly process with regards to purchaser specifications.

TASK 7: COMMUNICATIONS AND REPORTS

Communications:

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

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

Program Deliverables – Written Reports Posted Electronically

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

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

- **General Overview Of Activities** – Provides an Executive Summary of all activities that took place during the previous week. It is intended to give the reader a snapshot look of the overall production activities, including any issues that arose during the preceding week, how the issues were addressed, any production delays, and a summary of bus production.
- **Production Status** – Provides a detailed look into each bus in production, including where each bus stands in the production process, status of function, road and water tests, final inspection status, reworks undertaken after initial final inspection, vehicle release status, and vehicle delivery status.
- **Inspection Activities** – Includes any notes related to the inspection activity of which FBCPT should be aware. These activities typically include any actions taken by the bus manufacturer as a result of intervention by the TRC inspection process. For example, if



TRC's Inspector noted that undercoating was not applied in certain areas and the bus manufacturer applied additional undercoating as a result, that action would be noted.

Photo Report

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

Weekly Phone Calls

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

REQUEST AND VERIFICATION PROCESS OF BUY AMERICA 70% CONTENT

Request for Buy America Materials

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

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

Domestic Content

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

Final Assembly Activities and Location of Final Assembly

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



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





Section 5: Sample Documents





Coach Purchaser:	Date:
Coach Manufacturer:	Location:
Inspector:	
VIN #	Fleet #:

Defect Sheet Form – TRC Engineering Services LLC 102215



Coach Purchaser:	Date:
Coach Manufacturer:	Location:
Inspector:	
Arrival Time:	Departure Time:

xDaily Log-Report Form (ver 0503)TRC Engineering Services, LLC 102215



TRANSIT RESOURCE CENTER

Pre-Delivery Vehicle Acceptance Inspection

Coach Purchaser:	Inspection Date:
Coach Manufacturer:	
OEM/Year:	
Chassis VIN:	
Production ID:	
Inspector:	

Approved for acceptance:

Signature
Print Name
Date

Area	Pass (P) • Defective (D) Corrected (C)			Item Inspected	Curb Side (CS) • Road Side (RS) Front (F) • Rear (R)				Comments
	P	D	C		CS	RS	F	R	
EXTERIOR LIGHTING				Headlights					
				Back-up Lights/Alarm					
				Tail Lights					
				Turn Signals					
				Markers					
				Flashers					
WHEELS & TIRES				Tire Pressure					
				Spare Tire					
				Jack & Wrench					
BODY				Passenger Door					
				Ramp Door					
				Rear Hatch					
				Panels, Exterior					
				Paint/Finish					
				Decals psi					
				Windows					
				Mirrors, Exterior					
ENGINE COMPARTMENT				Check Oil					
				ATF					
				Coolant					
				Labels					
				Battery					
				Wires					
				Hoses & Belts					
				Fuel Lines					
UNDERNEATH				Fluid Leaks					



Area	Pass (P) • Defective (D) Corrected (C)			Item Inspected	Curb Side (CS) • Road Side (RS) Front (F) • Rear (R)				Comments
	P	D	C		CS	RS	F	R	
				Exhaust System					
				Fuel Tank					
				Fuel Lines					
				Suspension					
				Rust Proofing					
INTERLOCKS				Ramp Door/Shifter					
				Green Light					
				Instruction Decal					
INTERIOR LIGHTING				Dome Lights					
				Driver's					
				Instruments/Dash					
SEATING & SECUREMENT				Driver Seat					
				Passenger Seat					
				Rear Bench Seat					
				Wheelchair Tie-Down Straps					
				Wheelchair Passenger Seat Belts					
				Floor Receivers					
				OEM Seat Belts					
ROAD TEST				Ramp Operation					
				Emergency Brake					
				Brakes					
				Engine					
				Transmission					
				Steering					
				Suspension					
				Rattles					
				Air Conditioner					
				Heat					
				Windshield Wipers					
				Horn					
				Taxi Light and Switch					
				First Aid Kit					
				Fire Extinguisher					
				Warning Reflectors					



TRANSIT RESOURCE CENTER

Release for Delivery

Coach Purchaser:	
Coach Manufacturer:	
Assembly Location:	
Coach Number	VIN:
Inspector:	

The vehicle listed above has passed all required inspections and hereby is authorized to be released for delivery to the purchaser.

<i>TRC Inspector - Signature</i>	<i>Print Name</i>	<i>Date</i>
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<i>Manufacture's Representative – Signature</i>	<i>Print Name</i>	<i>Date</i>
---	-------------------	-------------

Comments:



TRANSIT RESOURCE CENTER

Road Test

Coach Purchaser:	
Coach Manufacturer:	Test Location:
Inspector:	Coach #:

The following items should be inspected on each coach:

Item	Requirement	Inspection Description	Result	Date	Notes
1. ENGINE	---	Record low, fast and high idle speeds	Low: ____ Fast: ____ High: ____		
2. SERVICE BRAKES	Stopping Distance	Verify function and indicator; Check for pulling to either side	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
3. PARKING BRAKE	---	Verify indicator and no movement	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
4. TURNING EFFORT	Steering Wheel Torque	Check effort with coach stopped	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
5. TURNING RADIUS	Not to Exceed ____ at Corner of Body	Verify turning radius in both directions	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
6. ACCELERATION	____ rate from/to ____ mph	Verify acceleration on smooth road	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
7. RESONANCE	Absence of Audible/Visible Vibrations	Operate coach at various speeds; Check for vibrations and rattles	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
8. WINDSHIELD WIPERS	Evenly Deposited Wash Fluid	Operate coach at safe speed over 40 mph; Check coverage, parking position, and wiper frequency	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
9. POWER PLANT	---	Check for leaks under coach and in engine compartment; Check for abnormal noises	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
10. HVAC	Interior Temperature	Operate system, check internal and ambient temperatures	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
11. DOOR CONTROL	Accelerator and Brake Interlocks	At speeds less than 10mpn, verify accelerator and brake interlocks with door open	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
12. GENERAL	---	During testing, observe any abnormalities in ride and handling of coach	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		



TRANSIT RESOURCE CENTER

Speed Memo

Coach Purchaser:	Date:
Coach Manufacturer:	
Location:	
Inspector:	

TO:

SUBJECT:

MESSAGE:

REPLY:



TRANSIT RESOURCE CENTER

Visual Inspection

Coach Purchaser:	
Coach Manufacturer:	Test Location:
Inspector:	Coach #:

The following items should be inspected on each coach:

Item	Requirement	Inspection Description	Result	Date	Notes
1. CURB WEIGHT	Maximum curb weight of ____ lbs.	Measure on certified scale	Weight ____		
2. FMVSS STICKERS	Affixed to vehicle	Locate Sticker	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
3. FINISH & COLOR	Smooth body surfaces & paint	Visually inspect all surfaces for flaws	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
4. INTERIOR PANEL FASTENING	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
5. TOWING DEVICES	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
6. DOOR CONTROL	Opening Time ____ sec	Verify door opening time frame	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
7. INTERIOR LIGHTING	Lighting operable without engine	Switch on all interior lights	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
8. EXTERIOR LIGHTING	All vehicle lights operable	Switch on & verify lamps are on	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
9. FUEL TANK	Fill rate & filler location	Inspect filler for easy access and check fill rate	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
10. CHASSIS	Welds, axles, suspension, steering, wheels, & brakes	Inspect for leaks/interference; Check fluid levels, welds, undercoating air lines, brake slack and lug nuts	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
11. ELECTRICAL	Wiring & junction boxes	Inspect for loose/stretched wires	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
12. BATTERIES	Secured & polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
13. HVAC	Capacity & performance	Operate AC, check compressor, condenser, flow and temperature	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
14. WHEELCHAIR ACCESS	Clear lift or ramp access & securement area	Operate lift or ramp, inspect operation, measure areas	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		
15. POWER PLANT	Mounting & arrangement	Check for loose lines, leaks, and noises; Check fluid levels, belt alignment, and cap fit	Pass <input type="checkbox"/> Fail <input type="checkbox"/>		



TRANSIT RESOURCE CENTER

WEEKLY BUS INSPECTION SUMMARY REPORT

Date:

Agency:

Contact:

TRC Project Manager:

TRC Inspector:

Manufacturer:

Description:

SNAPSHOT VIEW OF INSPECTIONS – CURRENT STATIONS

UNIT #	STATION 2200 – FRAME WASH
UNIT #	STATION 2400 – GRIT BLAST
UNIT #	STATION 2600 – PRIME
UNIT #	STATION 2800 – SEAL
UNIT #	STATION 3200 – STERRING BOX, PLYWOOD FLOOR
UNIT #	STATION 3400 – AIR TANKS P/S LINES
UNIT #	STATION 3600 – EXT PANELS HARNESSSES INSULATION
UNIT #	STATION 3800 – CORROSION
UNIT #	STATION 4200 – ROOF, DRIP RAILK, MUFFLER, FRT MASK, RR CROWN
UNIT #	STATION 4400 – W/C RAMP. BASEPLATE, ENG ISUL, INT PANELS
UNIT #	STATION 4600 – FLOOR COVERING,ENG COMP, BOOSTER PUMP LINES
UNIT #	STATION 4800 – WIPER MOTOR, HORN, FUSE BOX, ENG HARNES
UNIT #	STATION 5200 – U/BODY FUEL LINES, LEVEL VLVS, AIR DRYER
UNIT #	STATION 5400 – INST PANELS, AIR LINES, STERRING COL, DASH
UNIT #	STATION 5600 – INT PANELS, SIDE CONSOLE, EXIT DOORS
UNIT #	STATION 5800 – DOORS, SPEAKERS LIGHT RAILS, CLOSETS
UNIT #	STATION 6000 – FLOOR SEAL
UNIT #	STATION 6200 – PREP
UNIT #	STATION 6400 – PAINT
UNIT #	STATION 6600 – MASK
UNIT #	STATION 6800 – PAINT
UNIT #	STATION 7200 – DEMASK
UNIT #	STATION 7400 – EXT LIGHTS, WINDOWS, WIPERS, A/C , EXT DOORS
UNIT #	STATION 7600 – AXLES, STOP REQ, FIREW HTRS, D BRR, GRABRAILS
UNIT #	STATION 7800 – RAD BOX, SC PANEL, WHEELS, SMOKE TEST



TRANSIT RESOURCE CENTER

WEEKLY BUS INSPECTION SUMMARY REPORT

UNIT #		STATION 8200 – DEST SIGNS, INT MIRRORS, EMG PREP, DASH
UNIT #		STATION 8400 – DRIVE SEAT, ENGINE DROP, MORRORS, CHIME CORD
UNIT #		STATION 8600 – ENGIN FINISH, BATT COVER, STANCHIONS
UNIT #		STATION 8800 – SEATS STANCHIONS
UNIT #		STATION 9000 – ELEC. CHECKS, BIKE RACK
UNIT #		STATION 9100 – PAINT PREP
UNIT #		STATION 9200 – PAINT
UNIT #		STATION 9200 – DECALS
UNIT #		STATION 9400 – FENDERS, TURN SIGNLS, AD FRAMES
UNIT #		STATION 9500 – WATER TEST
UNIT #		STATION 9600 – ALIGNMENT, HUBO
UNIT #		ROAD TEST
UNIT #		CAD

COACHES RELEASED FOR DELIVERY

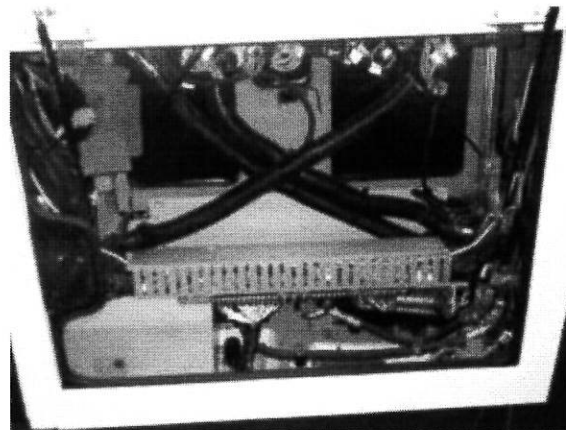
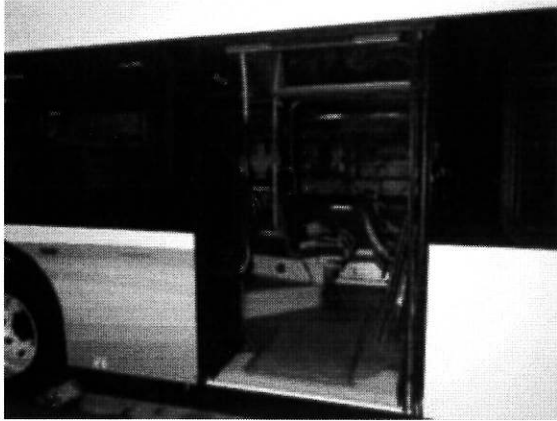
ISSUES TO REPORT



TRANSIT RESOURCE CENTER

WEEKLY BUS INSPECTION SUMMARY REPORT

PICTURES





TRANSIT RESOURCE CENTER

WEEKLY BUS INSPECTION SUMMARY REPORT



The City of Green Bay

Pre-Award Buy America Audit
Four (4) 40' Low Floor Transit Buses
(S/N 187388)

Gillig
Hayward, CA

SAMPLE



TRANSIT RESOURCE CENTER

Transit Resource Center
5840 Red Bug Lake Road
Suite 165
Winter Springs, FL 32708
Phone: (407) 977-4500
Fax: (407) 977-7333
tranrc@earthlink.net

September 21, 2015

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Pre-Award Buy America Audit

Gillig – Hayward, California

INTRODUCTION

The City of Green Bay / Metro Transit selected Gillig of Hayward, California as the preferred bidder to manufacture four (4) 40' low floor transit buses. Federal Transit Administration (FTA) regulations require the City of Green Bay to complete a pre-award audit of the bus manufacturer to determine if Gillig complies with the Buy America requirements outlined in 49 CFR Part 661 and Part 663.

To complete this pre-award audit, the City of Green Bay has contracted with Transit Resource Center (TRC) to act as its agent concerning the Buy America requirements. This report constitutes TRC's findings from its audit investigation.

PRE-AWARD BUY AMERICA REQUIREMENTS

The purpose of a Pre-Award Buy America Audit is to determine if the selected manufacturer of transit vehicles has on file a documented plan for how it will meet the FTA Buy America requirements outlined in 49 CFR Part 661 and Part 663. It is important to recognize during the audit that the manufacturer's plan for meeting the Buy America requirements is indeed only a plan and not a finished process. The auditor must recognize that the manufacturer's final product may deviate from its pre-award plan, and that such deviation from the plan may be substantive and could potentially result in the manufacturer's failure to actually meet FTA Buy America requirements.

To meet FTA regulations, a Pre-Award Buy America audit must include the following elements:

- 1) A Buy America certification, as described in Section 663.25 of 49 CFR Part 663;
- 2) A Purchaser's Requirements Certification, as described in Section 663.27 of 49 CFR Part 663; and
- 3) A manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) certification, as described in Section 663.41 or Section 663.43 of 49 CFR Part 663.

In this instance, the third-party contractor, TRC, is chiefly responsible for certifying that the manufacturer, Gillig, has a plan that meets the requirements in item 1 above, and for reviewing first-hand the manufacturer's FMVSS certification, in item 3. The City of Green Bay has the responsibility for issuing the Purchaser's Requirements Certification described in item 2 above.

AUDIT METHODOLOGY

The audit involved a three-step review process:

Step 1 – A comprehensive review of Gillig's manufacturing facilities with a focus on the final assembly process to determine if it follows FTA requirements for final vehicle assembly within the United States.

Step 2 – A review of Gillig's organizational plan and quality assurance program.

Step 3 – A review of Gillig's FMVSS certificate as well as their confidential records to determine whether Gillig has an acceptable plan for meeting FTA domestic content requirements as outlined in 49 CFR Part 661 and Part 663.

FINDINGS

In the following section TRC describes its findings for the audit elements that are the responsibility of the third-party auditor.

PRE-AWARD BUY AMERICA CERTIFICATION

Final Assembly

Final assembly, at a minimum, must include the following:

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

TRC's review of the manufacturing process at Gillig found that the company continues its long-standing and well-accepted practice of conducting manufacturing and final assembly of Gillig buses in its plant in Hayward, California.

Total assembly of the transit buses, from frame rails through road testing, will occur at the Gillig plant in Hayward, California.

Based upon TRC's review of Gillig's facilities, discussions with their management, and a review of its documentation, it is TRC's opinion that Gillig currently has a bus assembly process that meets all of the FTA's Buy America regulations pertaining to final assembly within the United States.

Domestic Content

TRC conducted an audit of confidential records of Gillig. Specifically, TRC's examination focused on the list of component parts that were included in the manufacturer's bid as submitted to the City of Green Bay. TRC's audit of domestic content to be used by Gillig included a verification of the name of the component manufacturer and the percentage of U.S. content.

Gillig considers the above information to be proprietary and confidential in nature, and must not be disclosed. Based upon TRC's examination of Gillig's confidential records, TRC certifies that Gillig has a documented and verifiable plan for meeting the domestic contents requirements of the FTA as outlined in 49 CFR Part 661 and Part 663 for the future production of transit vehicles for the City of Green Bay.

FMVSS REQUIREMENTS

Gillig falls under the requirements of 49 CFR Part 661, which mandates compliance by the manufacturer with Federal Motor Vehicle Safety Standards (FMVSS). This essentially is a self-certification process. TRC examined first-hand Gillig's certification of compliance with FMVSS regulations, a copy of which is attached in the appendix to this report. Accordingly, TRC finds that Gillig is in compliance with this FTA requirement.

SPECIFICATION COMPLIANCE

In addition to examining Buy America requirements, FTA regulations call for the auditor to ensure that buses being contracted for will be the same product described in the buyer's specifications. A review was made of the major items identified in the specifications to ensure compliance.

SUMMARY FINDING

Based upon a review of Gillig's production capability, production methods, location of final assembly, domestic contents, compliance with FMVSS requirements, and compliance with technical specifications, TRC finds that Gillig meets FTA Pre-Award Buy America Audit requirements for the production of the buses covered in this purchase as described in the introduction above for the City of Green Bay. TRC also finds that Gillig plans to comply with all of the City of Green Bay's technical specifications.

Certified this 21st day of September, 2015.

TRANSIT RESOURCE CENTER

A handwritten signature in black ink, appearing to read 'Edward W. Pigman', is written over a horizontal line.

Edward W. Pigman
President

SAMPLE

Appendix

SAMPLE

FEDERAL MOTOR VEHICLE
SAFETY STANDARDS CERTIFICATION

This is to certify that the Gillig transit bus model(s) proposed, complies (comply) with all applicable Federal Motor Vehicle Safety Standard as required by the F.T.A. and the D.O.T., and described in Title 49 CFR Chapter V, part 571-FMVSS, last revised on October 1, 1998.

GILLIG LLC

By


JOSEPH POLICARPIO

TITLE VICE PRESIDENT

DATE SEPTEMBER 10, 2015

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, **the City of Green Bay** certifies that it received at the pre-award stage, a copy of **Gillig's** self-certification information stating that the buses, four (4) 40' low floor transit buses, will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulation, Part 571.

Date: _____

Signature: _____ Title: _____

SAMPLE

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, **the City of Green Bay** certifies that the buses to be purchased, four (4) 40' low floor transit buses from **Gillig**, are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: _____

Signature: _____ Title: _____

SAMPLE

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, **the City of Green Bay** is satisfied that the buses to be purchased, four (4) 40' low floor transit buses from **Gillig**, meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient ☐, or its appointed analyst ☒ **Transit Resource Center**, has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of the final assembly.

Date: _____

Signature: _____ Title: _____

SAMPLE

The City of High Point (HiTran)

Post-Delivery Buy America Audit

Fourteen (14) 35' Diesel Buses
(SR-2009)

New Flyer of America Inc.
St. Cloud, MN



TRC

Engineering Services, LLC

TRC Engineering Services, LLC
5840 Red Bug Lake Road
Suite 165
Winter Springs, FL 32708
Phone: (407) 977-4500
Fax: (407) 977-7333
tranrc@earthlink.net

January 12, 2017

SR Number	Property Name	VIN	Unit Number
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV18GB050330	40124
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV1XGB050331	40125
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV11GB050332	40126
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV13GB050333	40127
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV15GB050334	40128
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV17GB050335	40129
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV19GB050336	40130
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV10GB050337	40131
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV12GB050338	40132
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV14GB050339	40133
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV10GB050340	40134
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV12GB050341	40135
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV14GB050342	40136
SR-2009	HITRAN(CITY OF HIGH POINT),NC,XD35	5FYD8KV16GB050343	40137

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Post-Delivery Purchaser's Requirements Certification	
Post-Delivery Buy America Compliance Certification	

Post-Delivery Buy America Audit

New Flyer of America Inc.

INTRODUCTION

The City of High Point / HiTran selected New Flyer of America Inc. as the manufacturer of fourteen (14) 35' diesel buses. The City of High Point procured these buses using a combination of FTA and state funds. FTA regulations require the City of High Point to conduct a post-delivery audit of the manufacturer of new buses to determine if the manufacturer complied with the Buy America requirements as outlined in 49 CFR Part 661 and Part 663.

The City of High Point selected TRC Engineering Services (TES) as its agent to carry out the Post-Delivery Buy America Audit of New Flyer. This report presents the findings of that audit.

POST-DELIVERY BUY AMERICA REQUIREMENTS

The Federal Transit Administration (FTA) requires that grantees purchasing passenger vehicles with FTA funds must certify that the manufacturer producing the passenger vehicles meets the requirements of 49 CFR Part 661. This certification must be carried out in accordance with the audit requirements described in 49 CFR Part 663. The elements of a post-delivery audit are:

- a) A **Buy America Certification** that at least sixty percent (60%) of the component and sub-component parts of the vehicle will be of U.S. origin; and that final assembly location of the vehicle is within the United States.
- b) A **Purchaser's Requirements Certification** to ensure that the buses meet the contract specifications.
- c) A manufacturer's **Federal Motor Vehicle Safety Standards (FMVSS) Certification**.

AUDIT METHODOLOGY

The audit involved a three-step review:

Step 1 – Review of New Flyer's physical plants and manufacturing process to determine if it followed FTA requirements for final vehicle assembly within the United States;

Step 2 – Sending a resident inspector to the manufacturer's final assembly location to verify quality control measures and conduct in-plant inspections and road tests to verify that New Flyer is a responsible manufacturer that met contract specifications;

Step 3 – A review of confidential records to determine:

- a) if the buses manufactured by New Flyer were the same as the ones specified by the City of High Point in its bid solicitation;
- b) if New Flyer had an acceptable pre-award plan to meet Buy America requirements for domestic content and final assembly;
- c) if New Flyer had succeeded in meeting Buy America requirements when it assembled the buses; and
- d) if New Flyer had on file a Federal Motor Vehicle Safety Standards certificate for these manufactured buses.

FINDINGS

Capability

TES determined that New Flyer of America Inc. is an organization devoted substantially to the manufacturing of buses used in city transit service. The New Flyer facilities are well equipped with the machinery and tools needed to build buses. Additionally, New Flyer has a large and highly skilled work force with experience in the manufacturing of buses used for transit service. Accordingly, TES finds that New Flyer of America Inc. meets FTA requirements as a responsible party capable of producing buses for transit use.

Final Assembly

Final assembly, at a minimum, must include the following:

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

TES observed the manufacturing processes and final assembly at New Flyer of America Inc. in St. Cloud, Minnesota. All final assembly work at New Flyer is done within the United States.

Based upon this review, TES finds that New Flyer complied with Buy America requirements for final assembly of the City of High Point's buses within the United States.

Domestic Content

TES reviewed New Flyer's confidential records related to the cost of materials for the buses to be sold to the City of High Point. TES conducted a firsthand examination of the list of major sub-components and materials that New Flyer used in the production of buses for the City of High Point.

The major domestic vendors to New Flyer included:

Cummins	Thermo King	American Seating
Allison Transmission	Clever Devices	Arow Global

Additionally, TES examined the Buy America Certification from each of the major U.S. suppliers to ensure that the content of their components, sub-components and materials met FTA requirements that at least sixty percent (60%) of the costs are of U.S. origin.

New Flyer considers the total material cost per bus to be proprietary and confidential. Based upon our private review of these records, TES finds that New Flyer has met the FTA's requirements that a minimum of sixty percent (60%) of the cost of components and sub-components are of U.S. origin.

Purchaser's Requirements Certification (Specification Compliance)

TES assigned a resident inspector to monitor the manufacturing of the City of High Point's buses at the New Flyer facilities. Prior to production, the TES inspector became familiar with the technical specifications issued by the City of High Point. In addition to verifying build quality, the TES inspector made certain that each bus manufactured by New Flyer matched the vehicle specified by the City of High Point in its bid solicitation.

FMVSS REQUIREMENTS

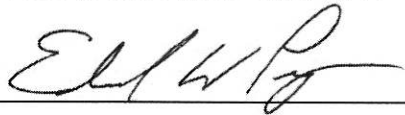
New Flyer falls under the requirements of 49 CFR, Part 661, which mandates compliance by the manufacturer with Federal Motor Vehicle Safety Standards (FMVSS) Certification. This is essentially a self-certification process. TES examined first hand a copy of New Flyers' certification of compliance with Federal Motor Vehicle Safety Standards. Accordingly, TES finds that New Flyer is in compliance with this FTA requirement.

SUMMARY FINDING

Based upon a review of New Flyer's production capability, production methods, location of final assembly, domestic contents, compliance with specifications and compliance with FMVSS requirements, TES finds that New Flyer has met FTA Post-Delivery Buy America Audit requirements for the production of this bus order.

Certified this 12th day of January, 2017.

TRC ENGINEERING SERVICES



Edward W. Pigman
President

SAMPLE

Appendix



NEW FLYER

August 15, 2016

POST-DELIVERY

FMVSS COMPLIANCE CERTIFICATION

Purchaser : HiTran (City of High Point, NC)
Number of Buses : 14
Description of Buses : XD35
New Flyer Build No. : SR-2009

As required by Title 49 of the CFR, Part 663 – Subpart D, New Flyer of America Inc., on its behalf and on the behalf of its affiliates, New Flyer Industries Canada ULC certifies that the above described buses manufactured for the above purchaser comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

NEW FLYER OF AMERICA INC.

By:

Chris Stoddart
Vice President, Engineering

Headquarters/
Winnipeg Facility
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

New Product
Development
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

Crookston
Facility
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

St. Cloud
Facility
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

Anniston
Facility
106 National Drive
Anniston, AL
36207 USA
Ph: (256) 831-4296

Built to
RELY ON.
www.newflyer.com

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, **the City of High Point / HiTran** certifies that it received, at the post-delivery stage, a copy of **New Flyer of America Inc.’s** self-certification information stating that the buses, fourteen (14) 35' diesel buses, comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulation, Part 571.

Date: _____

Signature: _____ Title: _____

SAMPLE

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, **the City of High Point / HiTran** certifies that a resident inspector, provided by TRC Engineering Services, was at **New Flyer of America Inc.**'s manufacturing site during the period of manufacture of the buses, fourteen (14) 35' diesel buses. The inspector monitored the manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, the recipient certifies that the buses meet the contract specifications.

Date: _____

Signature: _____ Title: _____

SAMPLE

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart C, **the City of High Point / HiTran** certifies that it is satisfied that the buses received, fourteen (14) 35' diesel buses from **New Flyer of America Inc.**, meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient ☐, or its appointed analyst ☒ **TRC Engineering Services**, has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of the final assembly.

Date: _____

Signature: _____ Title: _____

SAMPLE

materials furnished by the Contractor outside of these parameters shall be paid by Fort Bend County Public Transportation. Any such services or materials furnished by Contractor without such written order shall be at the risk, cost and expense of the Contractor, and no claim for compensation for any such services or materials shall be made.

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

13.0 VENDOR STATUS:

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

14.0 BID PRICING:

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

- 14.1 Pre-Award Buy America Audits

Price per hour _____

- 14.2 Inspection Services

Price per hour _____

- 14.3 Post-Delivery Buy America Audit Services

Price per hour _____

15.0 REQUIRED FORMS WITH BID RESPONSE:

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

- 15.1 Required Proof of Insurance
15.2 Vendor Form

Initials of Bidder: _____



Section 4: Bid Pricing



Section 4

Bid Pricing

In this section, TRC has included hourly pricing for Bus Inspection, Pre-Award and Post-Delivery Buy America Audit Services for the Glaval Buses per the pricing sheet included in the IFB.

PROPOSED CONTRACTED RATES

14.1 Pre-Award Buy America Audit Services

Price per hour: \$71.00

14.2a In-plant Inspection Services—Glaval

Price per hour: \$79.63

14.2a Final Acceptance Inspections—Fort Bend, TX

Price per hour: \$137.88

14.3 Post-Delivery Buy America Audit Services

Price per hour: \$71.00

ASSUMPTIONS, TERMS, AND CONDITIONS:

- In an effort to be more cost effective, TRC split the hourly rates for the in-plant inspections and final acceptance inspections in Fort Bend, TX.
- TRC's hourly rates are all-inclusive of labor, travel expenses, overhead, and profit.
- TRC's hourly rates provided above is for Contract Year 1.
- For each additional contract year, TRC's hourly rate will increase by 3% for each hourly category.



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.

TRC Engineering Services, LLC
Oviedo, FL United States

Certificate Number:
2024-1243219

Date Filed:
11/26/2024

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

Date Acknowledged:
11/26/2024

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.

25-011
Pre-Award and Post-Delivery Bus 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)