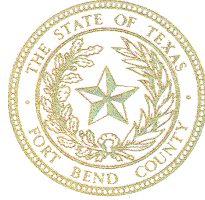


Fort Bend County Specification Download Acknowledgment



Statement of Qualifications

***Professional Engineering Services for Platting Services
for Fort Bend County Westpark Park and Ride
Q13-073***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
 - Vendors will submit responses in accordance with requirements stated on cover of document.
 - Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

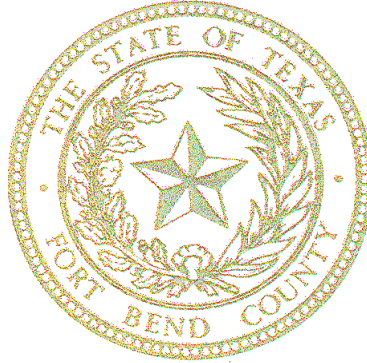
Facsimile Number

Email Address

Signature

Date

*Fort Bend County, Texas
Statement of Qualifications*



*Professional Engineering Services for Platting Services
for Fort Bend County Westpark Park and Ride*

SUBMIT SOQS TO:

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

****NOTE**

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

SUBMIT NO LATER THAN:

Thursday, July 18, 2013
1:30 PM (Central)

MARK ENVELOPE:

Q13-073
Engineering Services

***ALL SUBMITTALS MUST BE RECEIVED IN COUNTY PURCHASING
OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
SUBMITTALS RECEIVED WILL THEN BE OPENED AND NAMES
PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED
TIME WILL BE RETURNED UNOPENED.***

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

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this document
Requests for information must be in
writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytx.gov

Prepared: 06/11/13
Issued: 06/26/13

Vendor Information

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 PURPOSE

Fort Bend County is requesting Statements of Qualifications (SOQ) from professional engineering consulting firms to provide professional engineering services for the design, preparation and completion of the platting services necessary to include property owned by the County within the service area of Cinco Municipal Utility District No. 8 (MUD 8). Fort Bend County owns approximately 11 acres of land on the westbound side of the Westpark Tollway (19800 Block) approximately 1 mile east of Mason Road. The County desires to have this site included within the MUD 8 service area and State law requires platting be in place before an annexation into the district can occur. The property is located approximately 2,800 feet from the nearest MUD 8 utility connection.

Firms must have demonstrated competence in areas of engineering including roads and drainage. Full-service firms capable of performing planning, design, surveying, preparation of survey and platting documents, permitting, utility relocation, review and response will be strongly considered; however, the County intends to also consider smaller firms with exceptional experience and qualifications in the applicable areas of surveying and platting. Primary firms with sub-contractors will also be considered.

Proposing firms should include all information necessary to complete the evaluation of the firm's ability to provide the desired services. Exhibit "A", attached hereto is an aerial map of the site showing the utility connection. Each firm is required to prepare and submit a written technical proposal describing the firm's approach to completing the required activities.

2.0 SCOPE OF CONSULTANT SERVICES

Fort Bend County intends to construct a new park and ride facility including underground utilities within the City of Houston and Fort Bend County. The proposed facility will include parking for approximately 300 cars, a restroom facility, and bus platform. The site will contain the adjoining R-O-W for the utilities. This project will also contain sanitary sewer and waterlines. This project is approximately 3,000' in length.

The selected contractor will be asked to provide all services necessary to complete platting of the site. Service shall be turn-key and include all engineering, surveying, permitting, and governmental coordination necessary to complete platting activities. Scope to include but not be limited to the necessary research in the County Clerk's Office to obtain Deed Record description of the subject tract; On-the-ground survey by field crew of the described boundary lines and monuments; Provide and establish survey control by global positioning system methods to reference boundary lines to the Texas Coordinates System of 1983, South Central Zone; Location of existing improvements on site; Location and detail of visible public and private utilities adjacent to site; Show approximate location of underground utilities from available as-built plans; Tie elevations to current mean sea level datum; Establish temporary benchmark on site; Obtain existing natural ground elevations on approximate grid system on site; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the site; Office

calculations necessary to check location of the boundary lines in relation to features found during the course of the survey; Calculation of lots, street right-of-ways and plat boundaries; Calculation of survey reference data for plat as required; Preparation of preliminary plat and/or existing conditions survey (as required by class of subdivision plat) depicting topographic features found during course of survey work; Setting or flagging corner monumentation; Preparation of final plat including dedication language; Preparation of final plat application for submittal to City of Houston and to county; Submittal of plat to utility companies for notification; Attend planning commission, city council meetings, and county meetings as required; Assist the owner with plat approval process including preparation of adjacent lot-owner notification letters (as required) and recordation of the Plat; Preparation of three (3) original mylars of the subdivision plat.

3.0 RESPONDER PREPARATION EXPENSES

Each responder preparing qualifications in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the County for the expense.

4.0 LEGAL NAME

Responders shall clearly indicate the legal name, address, and telephone number of the company, firm(s), partnership(s) and individual(s). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responder to the submitted proposal.

5.0 SIGNATURE

Responders shall acknowledge by authorized signature that it has read and concurs and/or takes exception as noted to the requirements listed in this SOQ.

6.0 RETENTION AND DISPOSAL OF RESPONSE

The County reserves the right to retain all submitted responses for official record purposes. The County also reserves the right to dispose of any or all copies of responses in whatever manner it deems appropriate. No copies of responses will be returned to the firm.

7.0 ERRORS AND OMISSIONS

Once a response is presented, the County shall not accept any requests by any firm to correct errors or omissions in any calculations submitted.

8.0 RESERVED RIGHT

The County reserves the right to accept or reject any and/or all submissions/proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received at the first submission date may or may not be rejected by the County depending on available competition and timely needs of the County. The County shall be the sole judge of the submission/proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation, as it deems necessary, to determine the ability of any responder to perform the work or service requested. Provide information the County deems necessary to make this determination shall be provided by the responder.

9.0 CONFLICT OF INTEREST

Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party. Alternatively, should any potential conflict exist, the prospective firm should specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict.

10.0 RIGHT TO PROTEST

Any actual or prospective responder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the Purchasing Agent.

11.0 NO COLLUSION

By offering a submission to the SOQ, the responder certifies and in the case of a joint submission/proposal each party thereto certifies as to its own organization, that in connection with the submission/proposal:

- 11.1 No attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission/proposal for the purpose of restricting competition; and
- 11.2 The only person(s) or principals) interested in this submission/proposal are named therein and that no person other than those therein mentioned has/have any interest in this submission/proposal or in the agreement to be entered into; and
- 11.3 No person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

12.0 PROFESSIONAL SERVICES and CONSULTING SERVICE COMPETITIVE NEGOTIATION ACT

The procurement Professional Engineering services as requested in this SOQ are accomplished in accordance with Chapter 2254 Texas Government Code, titled Professional and Consulting Services

13.0 APPROPRIATIONS CLAUSE

Partial funding for this project will come from the U.S. Department of Commerce (Economic Development Administration), therefore records could be audited by the U.S. Department of Commerce.

14.0 ASSURANCES

The respondent shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations.

15.0 INSURANCE

15.1 All respondents must submit, with SOQ, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with SOQ, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of his Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.

15.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

15.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

15.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

15.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- 15.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 15.2.5 Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 15.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 15.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 15.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 15.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 15.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

16.0 INDEMNIFICATION

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

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

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

17.0 EVALUATION AND SELECTION PROCESS

The proposal packages will be examined by Fort Bend County. The final selections will be by Fort Bend County Commissions Court.

Determinations for short listing shall be based upon the ability to differentiate proposals applicable to the scope and nature of the services to be performed per this request for proposals.

The following criteria will be used in selecting the firm:

- 30% Understanding of Scope of Work: Parties demonstrate their ability to meet the required qualifications. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.
- 30% Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing engineering, platting, surveying, and/or architectural services for municipal/county government facilities. List only projects completed within the last 5 years; provide the name and location of each project, completion date, the client, and a contact person and phone number.
- 15% Staff Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing engineering, platting, surveying, and/or architectural services for municipal/county government facilities. List only projects completed within the last 5 years; provide the name and location of each project, the client, and a contact person and phone number.
- 10% Financial Stability: Complete and accurate responses to the following questions:
- a. Has your Company ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
 - c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.
- 15% Firm's Management System, Software and Cost Control. Describe how the services will be provided and how they will be supported.

18.0 WRITTEN TECHNICAL PROPOSALS

The firms being considered for this project shall submit Written Technical Proposals. The proposals shall include information to enable the County to evaluate the viability and capability to provide the desired services, and shall provide the Public Transportation Department sufficient details to properly evaluate the proposal. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

- 18.1 Proposal Package: The Written Technical Proposals shall respond to the issues identified in 18.2 through 18.11 and shall be submitted in bound volumes on standard 8 1/2" x 11" paper. All information must be assembled and indexed in the order indicated below. The total number of pages shall not exceed twelve (12) pages. The pages shall be one sided only and the page count shall include typed

text, graphics, charts and photographs. The font shall be Times New Roman, no smaller than size 12.

The cover page, back page, blank separator pages tabbed, Project Staffing Chart, Resumes, Affidavits, Certifications and SF 330 or AIA 255 will not count as part of the twelve pages.

- 18.2 Tab 1: Approach to the Project Services: The Consultant shall present the proposed approach to providing management and technical services. The Consultant shall demonstrate the firm's understanding of the objectives of the Design Engineer contract and shall discuss the means by which these objectives will be attained. Unique and/or innovative approaches or techniques may be discussed. Assumptions (if any) shall be listed.
- 18.3 Tab 2: Staffing Plan: The Consultant shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure, proposed to accomplish management, technical and administrative services as required. Project management, key technical personnel and local Consultant staff within each discipline shall be identified and past experience shall be discussed. Resumes, shall not exceed two (2) pages, for Project Dedicated full-time key personnel named on the staffing chart shall be included. The Consultant shall identify staff that is available full-time and staff available as needed with availability stated.
- 18.4 Tab 3: Sub-consultants: The Consultant shall address the necessity and utilization of sub-consultant services on the project. Information specified in Section 17.3 shall also be furnished for the sub-consultant firm(s) responsibility.
- 18.5 Tab 4: Coordination: The Consultant shall discuss in detail the manner in which proper coordination and information exchange will be assured between the Prime, Sub-consultants, the Project Manager, Fort Bend County Staff and the MUD district, permitting agencies, etc.
- 18.6 Tab 5: Responsible Office: The Consultant shall disclose the locations at which project activities will be performed.
- 18.7 Tab 6: Quality Assurance: The Consultant(s) shall present a Quality Assurance and Control Plan for this project.
- 18.8 Tab 7: Firm Experience: The Consultant(s) shall include references of projects of similar size and complexity: Such experience must be in the form of providing engineering, platting, surveying, and/or architectural services for municipal/county government facilities. List only projects completed within the last 5 years; provide the name and location of each project, completion date, the client, and a contact person and phone number

18.9 Tab 8: Financial Stability: The Consultant(s) shall answer the questions: (1) Has your Company ever failed to complete any work awarded to it? (2) Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers? (3) Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.

18.10 Tab 9: Firm's Management System: The Consultant(s) shall describe how the management system, software and cost control will be provided.

18.11 Tab 10: Forms: The Consultant(s) shall submit the SF 330 or AIA 255, vendor form, W-9 form and tax form and include proof of insurance.

19.0 SUBMITTAL REQUIREMENTS

The delivery of submissions to the Fort Bend County Purchasing Agent prior to the specified date and time is solely and strictly the responsibility of the consultant. Proposals received after the above stated date will not be considered.

One (1) original, ten (10) paper copies and eleven (11) electronic responses on CD or flash drive is required. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification.

20.0 INQUIRIES AND ADDENDA

Each respondent shall examine all SOQ documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the SOQ shall be directed in writing to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at Debbie.Kaminski@fortbendcountytexas.gov. **Questions will be accepted until Wednesday, July 3, 5:00 PM.** The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this SOQ, the County will attempt to notify all prospective firms who have secured the same. However, it shall be the responsibility of each firm, prior to submitting the qualifications package, to contact the County's Purchasing agent to determine if addenda were issued and to make such addenda a part of the qualifications.

21.0 CONTRACT DISCUSSIONS AND NEGOTIATIONS

Contract discussions shall be initiated with the firms selected by Commissioner Court. The selected Consultant firm shall attend a meeting with representatives selected by the County to discuss the Scope of Services, identified herein.

After the final selection, the County will request a fee proposal. A Standard Consultant Agreement will be prepared for execution by the selected Consultant firm and Fort Bend County.

22.0 WRITTEN AGREEMENT/CONTRACT

Any party providing services or products to the County will be expected to enter into a written agreement or contract with the County that incorporates all of the pertinent provisions relating to insurance and insurance requirements of the County. A failure to do so may, at the sole option of the County, disqualify any firm from providing any services and/or products to the County. A sample of a typical Fort Bend County services agreement is attached.

23.0 COMPLIANCE AND STANDARDS

The Engineer shall agree to perform the work in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineering Profession to comply with all applicable federal, state, and local laws, ordinances, permitting requirements, rules, and regulation relating to the work to be performed hereunder and to the engineering performance.

24.0 REQUIRED FORMS ATTACHED:

- 11.1 Vendor Form
- 11.2 W9 Form
- 11.3 Tax Form/Debt/Residence Certification
- 11.4 DBE Attachment G and K
- 11.5 Attachment L must be completed if awarded the contract
- 11.6 Certification Forms

25.0 NAIC CODES:

The following NAIC codes are set for this project; however, they are not all inclusive:

- Surveying and Mapping (except Geophysical) Services (541370)
- Engineering Services (541330)

26.0 FEDERAL CLAUSES:

- 26.1 **No Government Obligation to Third Parties.** Fort Bend County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Fort Bend County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the

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

- 26.2 **Program Fraud and False or Fraudulent Statement and Related Acts.** 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, 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, 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 Contractor to the extent the Federal Government deems appropriate.

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

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.

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

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until Fort Bend County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

26.4 **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Fort Bend County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

26.5 **Civil Rights Requirements.** The following requirements apply to the underlying contract:

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

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

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

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Fort Bend County deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

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

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 Contractor's receipt of payment for that work from Fort Bend County. In addition, 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.

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

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

26.8 Government-Wide Debarment and Suspension (Non-Procurement). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of 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.

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

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

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

26.9 Energy Conservation Requirements. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

Exhibit A

METES AND BOUNDS DESCRIPTION
OF 10.78 ACRES OF LAND
OUT OF THE H. D. BROWN SURVEY, A-406
FORT BEND COUNTY, TEXAS

All that certain 10.78 acres of land out of the 71.3364 acre tract described in the deed from James W. Smith, Jr., Trustee to Rodman S. Peddie, et al, recorded under Volume 659, Page 127 in the Deed Records of Fort Bend County, Texas, out of the H. D. Brown Survey, A-406, Fort Bend County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the record bearing of N 84° 46' 46" E in the north line of said 71.3364 acre tract);

Commencing at a Corps of Engineers concrete monument found for the southeast corner of the 42.2 acre tract of land described in the Final Judgement to the United States of America, recorded under Volume 225, Page 26, in the Deed Records of Fort Bend County, Texas; Thence S 84° 46' 46" W - 592.75' along the south line of said 42.2 acre tract to a 1/2" iron pipe found for the northeast corner and POINT OF BEGINNING of the herein described tract in the north line of the aforesaid 71.3364 acre tract;

THENCE S 13° 44' 52" E - 736.05' along the west line of the 7.681 acre tract of land described in the deed from Lloyd Estate Trustee to Houston Lighting & Power Company, recorded under Volume 739, Page 571 in the Deed Records of Fort Bend County, Texas, to a 1/2" iron pipe found for the southeast corner of the herein described tract in the north right-of-way line of State F.M. Highway 1093 (100' R.O.W.)

THENCE S 84° 58' 55" W - 702.29' along said north right-of-way line to a 5/8" iron rod set for the southwest corner of the herein described tract;

THENCE N 05° 01' 05" W - 725.44' to a 5/8" iron rod set for the northwest corner of the herein described tract in the aforesaid north line of the 71.3364 acre tract;

THENCE N 84° 46' 46" E - 590.59' along said north line to the POINT OF BEGINNING of the herein described tract and containing 10.78 acres (469,700 square feet) of land.

Prepared by:
G.P. SURVEYORS
a division of
Pate Engineers, Inc.

Job No. 279-002-52
Original Issue date:
December 10, 1992

STATE OF TEXAS
REGISTERED
ROCKY J. BRADSHAW
Certification Date
December 10, 1992

THIS LEGAL DESCRIPTION IS BASED ON THE SURVEY BY G.P. SURVEYORS CERTIFIED
DECEMBER 10, 1992.

FILED

'92 DEC 23 P2:48

Shirley Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on
the 23rd day of December 1992 at 2:48 p.m. and was
duly indexed in the volume and page of the Official
Records of Fort Bend County, Texas as stamped by
me.

DEC 29 1992



Shirley Wilson
County Clerk, Fort Bend Co., Tex.

Unofficial Document



IDC
 INCORPORATED
 1111 N. 11th Street
 Fort Bend County, TX 77433
 TEL: 281-291-1111
 FAX: 281-291-1112
 WWW: www.idcinc.com

FORT BEND COUNTY
 MUD #8 & MUD #123
 WESTPARK PARK & RIDE

1967

1373

PROP. 12-IN EXTENSION FOR SANITARY SERVICE @ 0.15%

INVERT EL 91.36
 6.63' ABOVE THE GAS LINE)

TOP OF PIPE EL 89.73

PROP. 12-IN EXTENSION FOR WATER SERVICE

MUD #8
 SERVICE AREA
 FIRE STATION

MUD #120
 SERVICE AREA

MUD #123
 SERVICE AREA



PROP. SAN. SWR. MAIN

PROP. SAN. SWR.

PROP. SAN. SWR. M.F.

PROP. 8" SAN. SWR.

EXIST. E.V.

PROP. 6" SAN. SWR. FORCE MAIN

PROP. 12" W.L.

PROP. SAN. SWR. LIFT STATION SDE





COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: _____	Fax: _____
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Attachment G

Forms 1 & 2 for Demonstration of Good Faith Efforts

[Forms 1 and 2 will be provided as part of solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

FORT BEND COUNTY Schedule C of Subcontractor Participation

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information listed here.

Name of Prime Contractor (Offeror): _____

Project Name: _____

IFB/RFP/SOQ Number: _____

Ethnic Code: **A)** African-American Male **B)** African American Female **C)** Asian- Indian Male
D)Asian- Indian Female **E)** Asian –Pacific Male **G)** Asian-Pacific Female **H)** Hispanic Male
I) Hispanic Female **J)** Native American Male **K)** Native American Female **L)** White Female **M)** Other

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE or non-DBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) DBE % or \$ amount of Total Contract

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

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Capital Metro. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. The contractor also certifies that no more than 70% of the work for this project will be subcontracted.

Signature of Authorized Representative of Offeror

Date Signed

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

(Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in Capital Metro's DBE Program must have "current" certification status with a TUCP Certifying Agency (see Exhibit D Paragraph 6) by the due date established for this IFB/RFP/SOQ.

1. TO: (name of Offeror/Prime Contractor) _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

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

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must be listed in Schedule C-1 and must also be DBE certified. (The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.)

_____ (Name of DBE Firm)	_____ (Signature of Authorized Representative)	_____ (Phone Number)	_____ (Date Signed)
_____ (Name of Offeror/Prime Contractor)	_____ (Signature of Authorized Representative)	_____ (Phone Number)	_____ (Date Signed)

Fort Bend County
Public Transit Department
DBELO
12550 Emily Court
Sugar Land, Texas 77478
(281) 633-7433
Fax (281) 243-6715

VENDOR PAYMENT REPORT

1. Contract Number	2. Invoice Number
	3. Reporting Period From: To:

FAX FORM to FBC
Public Transit DBELO:
(281) 243-6715

Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with Fort Bend County Public Transportation in the future in accordance with the procedures set forth in Fort Bend County's DBE Program. **This report must be submitted with each invoice.** Instructions for completing this report can be found on the following page.

4. Contractor's Business Name	5. Contact Person	6. Address	7. Telephone Number
8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications
12. Total Amount Received to date	13. Total Amount Owed	14. Committed DBE %	15. Actual DBE Participation to date

16. Name of DBE Subcontractor	17. Description of Work	18. Amount & Date of payments made during current invoice period	19. Subcontract Dollars	20. Amount paid to date	21. % Paid to Date	22. Amount of this invoice allocated to subcontractor

By completing this form, the Contractor acknowledges Fort Bend County's prompt payment policy which requires the Contractor to pay all subcontractors within 10 days of receiving payment from Fort Bend County.

Company Official's Signature and Title	Date Signed	Name and Title of Individual Completing Report

FORT BEND COUNTY PUBLIC TRANSPORTATION INSTRUCTIONS FOR COMPLETING THE VENDOR PAYMENT REPORT SUBMITTAL

The Vendor Payment Report is to be filled out by the Contractor and submitted to DBE after invoicing Fort Bend County. Please follow the instructions below, which correspond to each item on the report.

<p>1. <u>Contract Number</u> Fill in the Contract number assigned to your project by Fort Bend County</p> <p>2. <u>Invoice Number</u> Fill in the invoice number for this report</p> <p>3. <u>Reporting Period</u> This is to be filled in to state the period of time you are reporting.</p> <p>4. <u>Contractor's Business Name</u> Fill in your company's name</p> <p>5. <u>Contact Person</u> Fill in the first and last name of the person to contact</p> <p>6. <u>Address</u> Fill in your company's address</p> <p>7. <u>Telephone Number</u> Fill in your company's phone number</p> <p>8. <u>Date of Contract Award</u> Fill in the date the contract was executed by both you and Fort Bend County</p> <p>9. <u>Schedule Date of Completion</u> Fill in the completion date of the contract as written</p> <p>10. <u>Original Contract Amount</u> Fill in the dollar amount of the original contract agreed upon by you and Fort Bend County</p> <p>11. <u>Current Contract Modifications</u> Fill in the dollar amount of the original contract plus/minus the dollar amount agreed upon at the later date as a result of contract modifications, if applicable. Include date the modification was executed.</p> <p>12. <u>Total Amount Received to Date</u> Fill in the dollar amount you have received from Fort Bend County to date</p>	<p>13. <u>Total Amount Owed</u> Fill in the dollar amount of the contract minus the amount paid to you by Fort Bend County</p> <p>14. <u>Committed DBE %</u> Fill in the percentage of DBE participation you committed to obtain in the contract</p> <p>15. <u>Actual DBE Participation to date</u> Fill in the calculated dollar amount paid to the DBEs by the dollar amount you received from Fort Bend County</p> <p>16. <u>Name of DBE subcontractor</u> Name all DBE subcontractors (Use additional sheets of necessary)</p> <p>17. <u>Description of Work</u> State the work performed by the DBE subcontractor</p> <p>18. <u>Amount & Date of payments made during current invoice period</u> State the amount and date of last payment made to each DBE subcontractor. Submit evidence of payment, i.e. cancelled check, check register, etc.</p> <p>19. <u>Subcontract Dollars</u> State the committed dollar value to the DBE subcontractor to date</p> <p>20. <u>Amount paid to date</u> Add all amounts paid to each DBE subcontractor to date</p> <p>21. <u>% Paid to Date</u> State the dollar amount paid to the DBE subcontractor divided by the amount committed to them (Item 20 divided by Item 19)</p> <p>22. <u>Amount of this invoice allocated to subcontractor</u> Fill in how much of this invoice will be paid to each DBE subcontractor</p>
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CERTIFICATION FORMS

Please fill out and sign the following forms and return with your Bid Proposal.

CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Fort Bend County Commissioners Court is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of Fort Bend County with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Debarment and Suspension:** The undersigned is neither debarred nor suspended from Federal programs under U. S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name/Title

Firm Name

Date

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Firm Name: _____

Business Address: _____

Telephone: Office: _____ Fax: _____

Firm Owner: _____ Firm CEO: _____

Taxpayer Identification Number: _____

Number of years in contracting business under present name: _____

Type of work performed by your company: _____

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

Have you ever defaulted on a Contract? _____

Taxpayer ID#: _____ Date Organized: _____

Date Incorporated: _____

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

If you answered yes to the DBE question, explain type. _____

DUNS # _____ **(Required)** A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>)

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____

STREET: _____ CITY: _____ ZIP: _____

FIRM is: 1. Corporation _____ 2. Partnership _____ 3. Sole Owner _____
 4. Association _____ 5. Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each "employee" of the Fort Bend County Public Transportation Department having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	JOB TITLE (IF KNOWN)
_____	_____
_____	_____

2. State the names of each employee of the county who has the authority to approve contracts on behalf of the county having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

NAME	TITLE
_____	_____
_____	_____

3. State the names of each "Commissioner" of Fort Bend County having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

4. State the names of each employee or officer of a “consultant” for Fort Bend County who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME
CONSULTANT _____

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to Fort Bend County as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

Buy America Certificate

Certification required for procurement of steel, iron, or manufactured products (required for contracts over \$100,000).

Certificate of Compliance with 49 C.F.R. 661

The bidder or offeror hereby certifies that it will meet the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations of 49 C.F.R. 661.

Date _____

Signature _____

Printed Name: _____

Title _____

Company Name _____

or

Certificate of Non-Compliance with 49 C.F.R. 661

The bidder or offeror hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations of 49 C.F.R. 661.7.

Date _____

Signature _____

Printed Name: _____

Title _____

Company Name _____

