



**Connect
Transit.**

AGENDA

GCTD Board of Directors Meeting

The meeting will be in-person

January 17, 2023, at 1415 33rd St N, Texas City, Tx

1. Call to order.....Presiding Officer
2. Citizens Comments.....(3Min Max) Presiding Officer
3. Executive Director's Report.....Sean Middleton
 - a. Operations Report.....Ted Ross
 - b. Finance Report.....Worth Ferguson
4. Discussion items.....Sean Middleton
 - a. Board member nominations discussion
 - b. Holiday calendar update
 - c. Maintenance facility lease options (Action Item)
 - d. Print Services procurement (Action Item)
 - e. Omnia Cooperative Agreement (Action Item)
 - f. Organizational Structure update
 - g. ADP services HR / Payroll system (Action Item)
5. Consent Agenda.....Presiding Officer
Consideration and approval of recommendations and acceptance of consent for individual action items (Consent Agenda items may be pulled from form this consideration for individual action or presentation.)

- a. Review and approval of the November 2022 Board Minutes.
- b. Review and approval of the November and December 2022 Check Register.

6. Action Items.....Presiding Officer

- a) Consider approval of the updated Holiday calendar
- b) Consider approval to allow the Executive Director to enter into a lease for an off-site maintenance facility NTE \$8K monthly
- c) Consider approval to allow the Executive Director to enter into a print services agreement with TNT Printing for print services
- d) Consider approval to allow the Executive Director to enter into an agreement with Omnia Cooperative
- e) Consider approval to allow the Executive Director to enter into a contract with ADP for Human Resources and Payroll system services
- f) Consider approval of the updated organizational structure

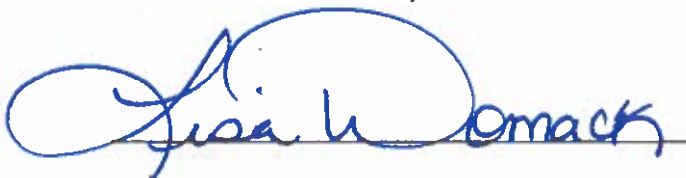
7. Next meeting:

March 21, 2023, 2:00 P.M. at 1415 33rd St N, Texas City, Tx

8. Adjournment.....Chairman Holmes

I hereby certify posting this Notice and Agenda at 12:00 pm. on October 27 ,2022

At Galveston County Court House and Brazoria County Courthouse.



Lisa Womack, Board secretary

"Pursuant to the Texas Government Code, Section 551.127, on a regular non-emergency basis members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on the agenda."

OPERATIONS REPORT

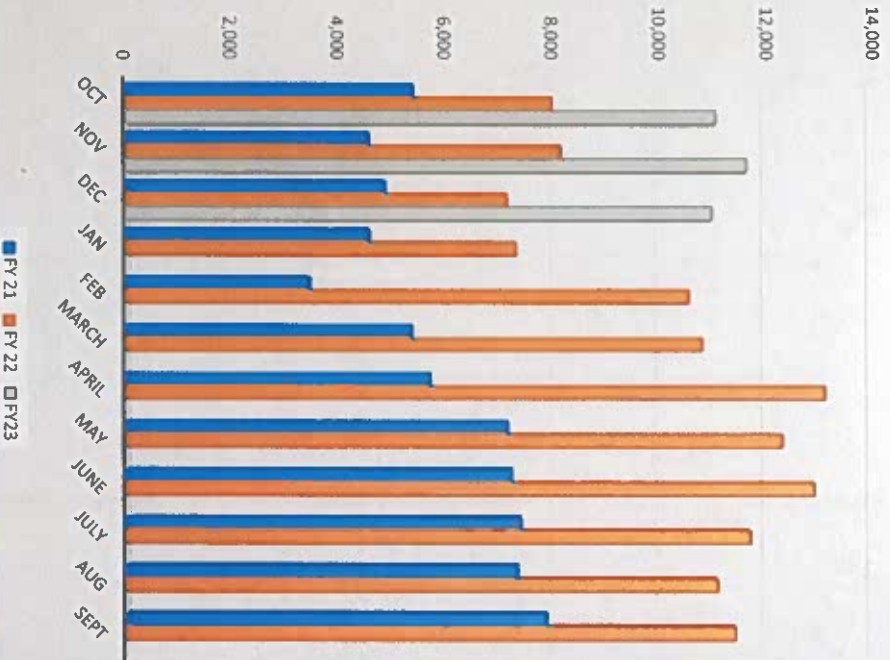
TED ROSS, DIRECTOR OF OPERATIONS
JANUARY 17, 2023

BRAZORIA AND GALVESTON COUNTY

PARA-TRANSIT
FIXED ROUTE
PARK AND RIDE



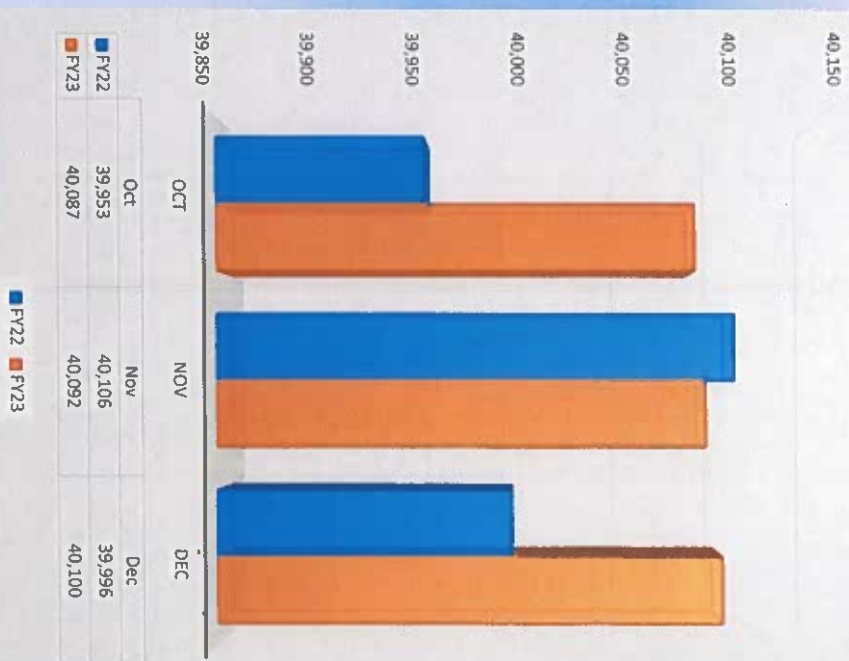
Galveston County Fixed Route



FIXED ROUTE:

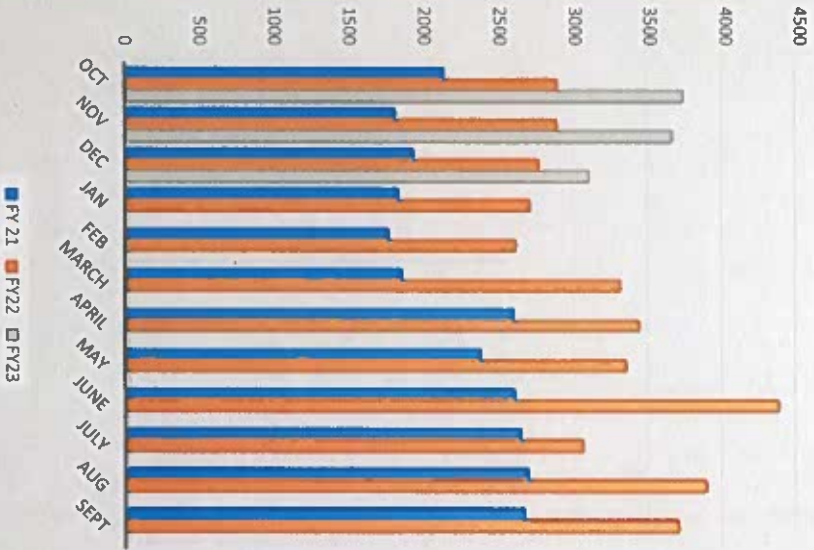
	FY21	FY22	FY23
OCT.	5,401	8,022	11,087
NOV.	4,558	8,190	11,659
DEC.	4,868	7,174	11,010
JAN.	4,559	7,340	
FEB.	3,429	10,577	
MAR.	5,370	10,823	
APRIL	5,713	13,115	
MAY	7,169	12,319	
JUNE	7,249	12,916	
JULY	7,413	11,722	
AUG.	7,350	11,097	
SEPT.	7,901	11,427	
TOTAL	70,980	124,722	33,756

Galveston County Fixed Route Total Miles





Galveston County Para-Transit



Para-Transit:

	FY21	FY22	FY23
Oct	2,124	2,882	3,722
Nov	1,795	2,878	3,648
Dec	1,918	2,758	3,094
Jan	1,818	2,701	
Feb	1,750	2,603	
March	1,839	3,303	
April	2,587	3,427	
May	2,369	3,342	
June	2,594	4,357	
July	2,635	3,054	
Aug	2,683	3,873	
Sept	2,658	3,686	
Total	26,770	38,864	10,464

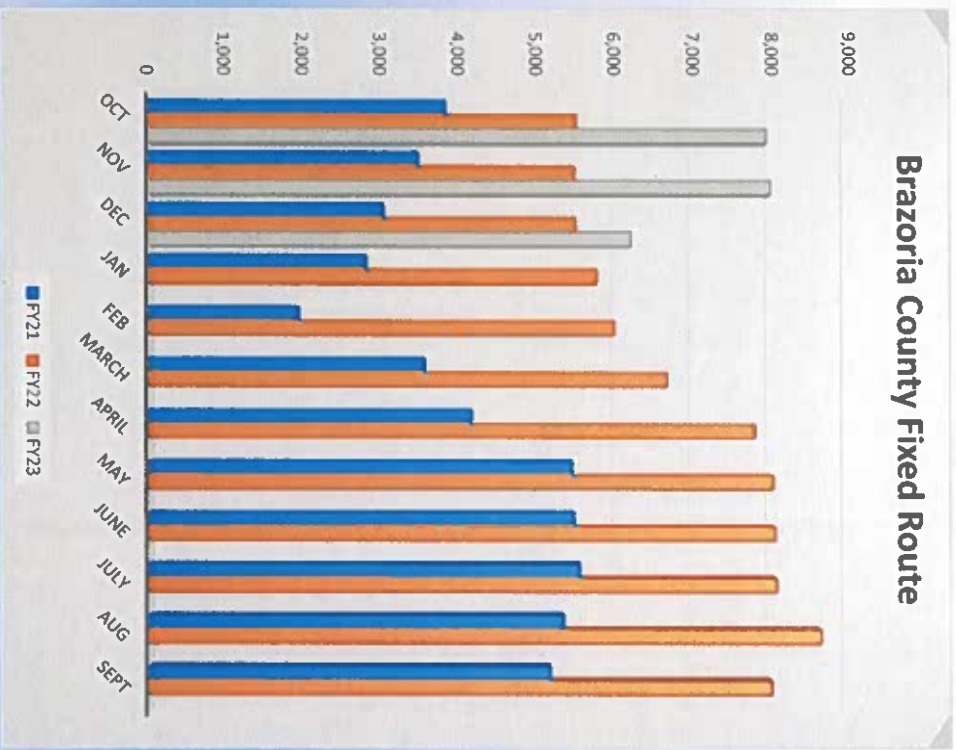
Galveston Para Transit Total Miles



ADA On Time Performance



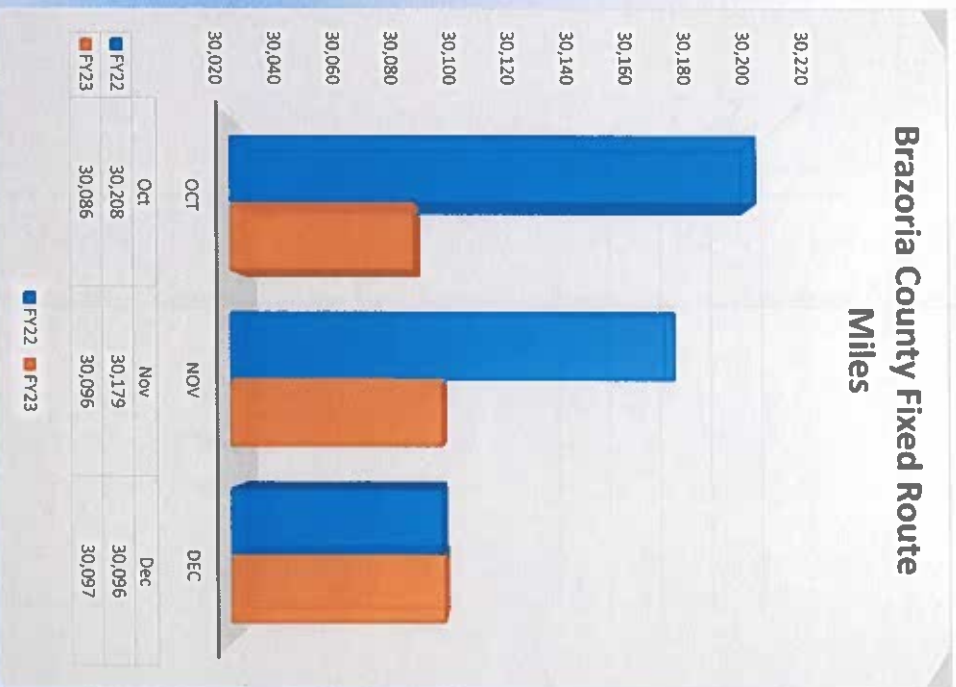
Brazoria County Fixed Route



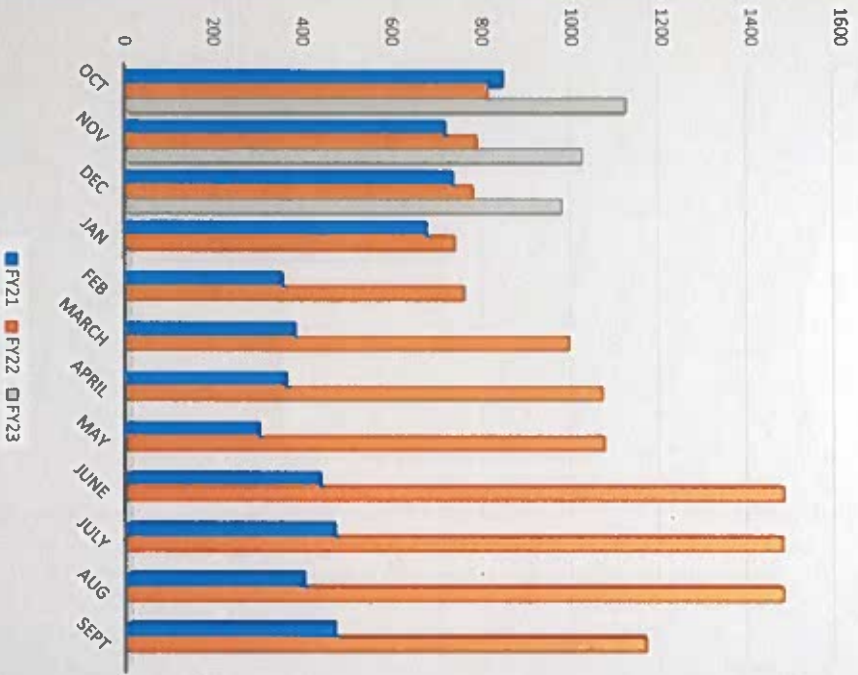
Fixed Route:

	FY21	FY22	FY23
Oct	3,830	5,526	7,957
Nov	3,474	5,500	8,010
Dec	3,022	5,513	6,227
Jan	2,790	5,787	
Feb	1,905	6,012	
March	3,553	6,686	
April	4,167	7,803	
May	5,458	8,034	
June	5,487	8,061	
July	5,560	8,075	
Aug	5,347	8,661	
Sept	5,173	8,013	
Total	49,766	83,671	22,194

Brazoria County Fixed Route Miles



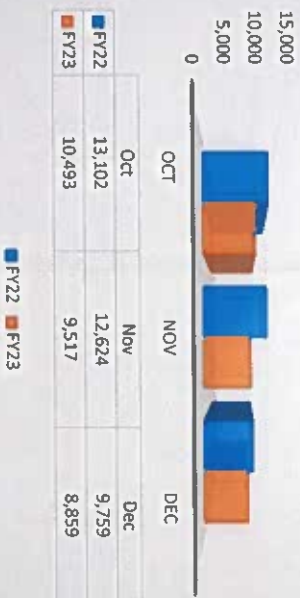
Brazoria County Para Transit



Para-Transit:

	FY21	FY22	FY23
Oct	848	814	1,123
Nov	717	789	1,025
Dec	735	780	979
Jan	674	739	
Feb	345	760	
March	375	995	
April	355	1,069	
May	291	1,074	
June	432	1,475	
July	321	1,168	
Aug	394	1,473	
Sept	465	1,165	
Total	5,952	12,301	3,127

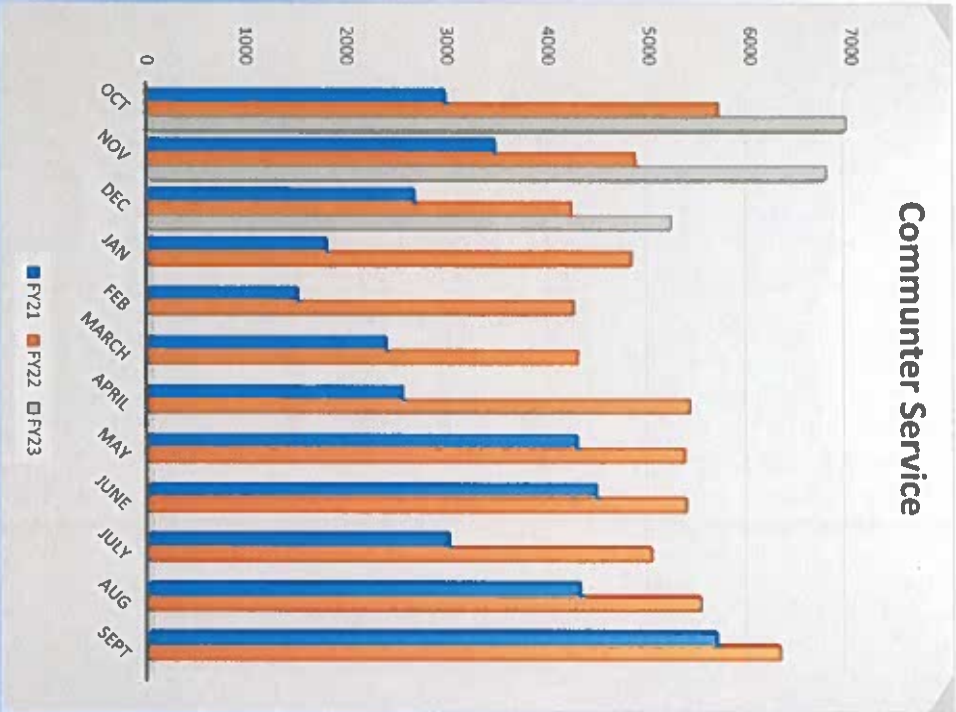
Brazoria Para Transit Total Miles



ADA On Time Performance



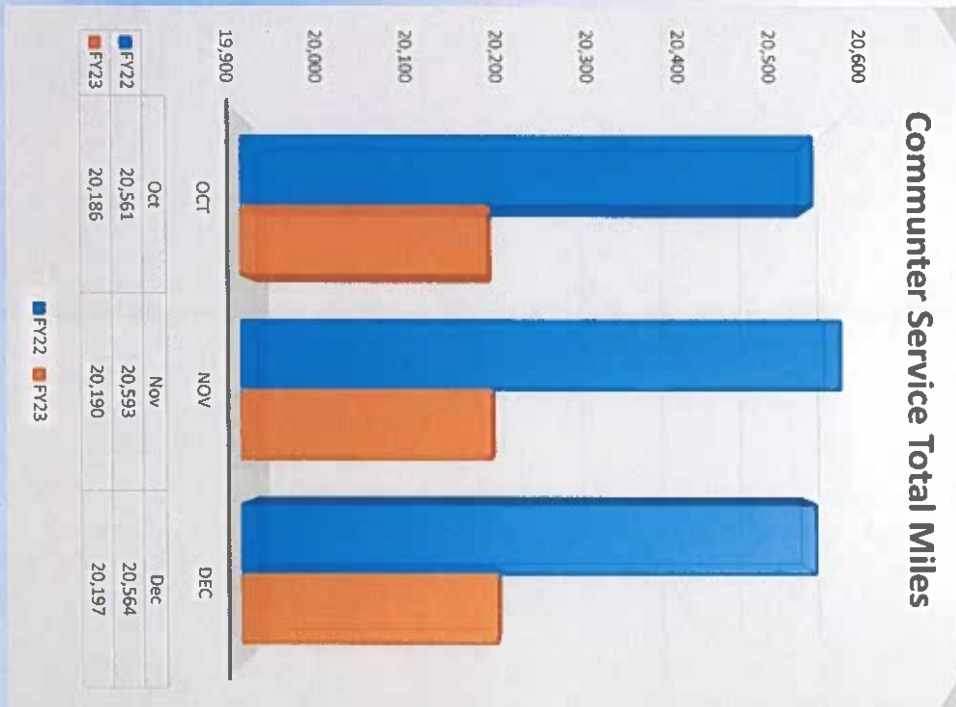
Commuter Service



Park and Ride

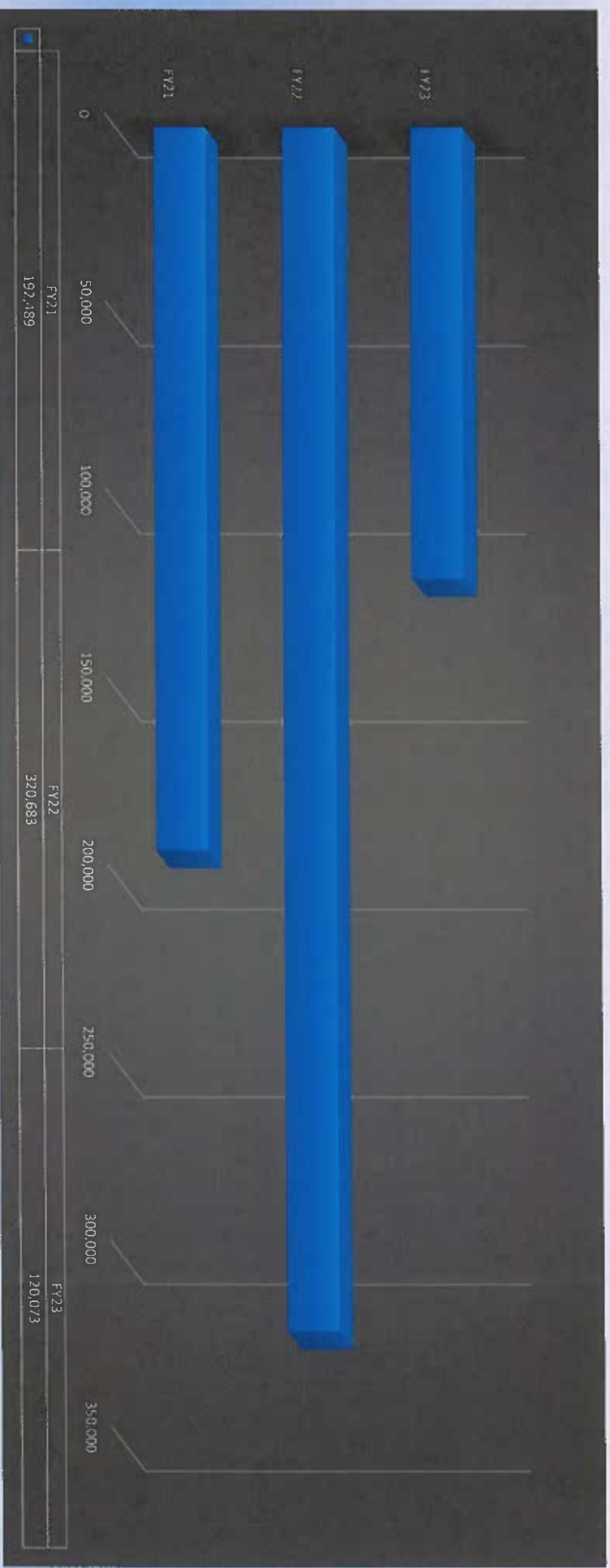
	FY21	FY22	FY23
Oct	2,972	5,693	6,968
Nov	3,474	4,868	6,767
Dec	2,653	4,228	5,220
Jan	1,777	4,828	
Feb	1,478	4,254	
March	2,377	4,298	
April	2,541	5,403	
May	4,284	5,355	
June	4,476	5,368	
July	3,005	5,020	
Aug	4,314	5,506	
Sept	5,670	6,304	
Total	39,021	61,125	18,955

Commuter Service Total Miles





Total Ridership For all Modes of Transportation



Staffing Report

- Brazoria County:

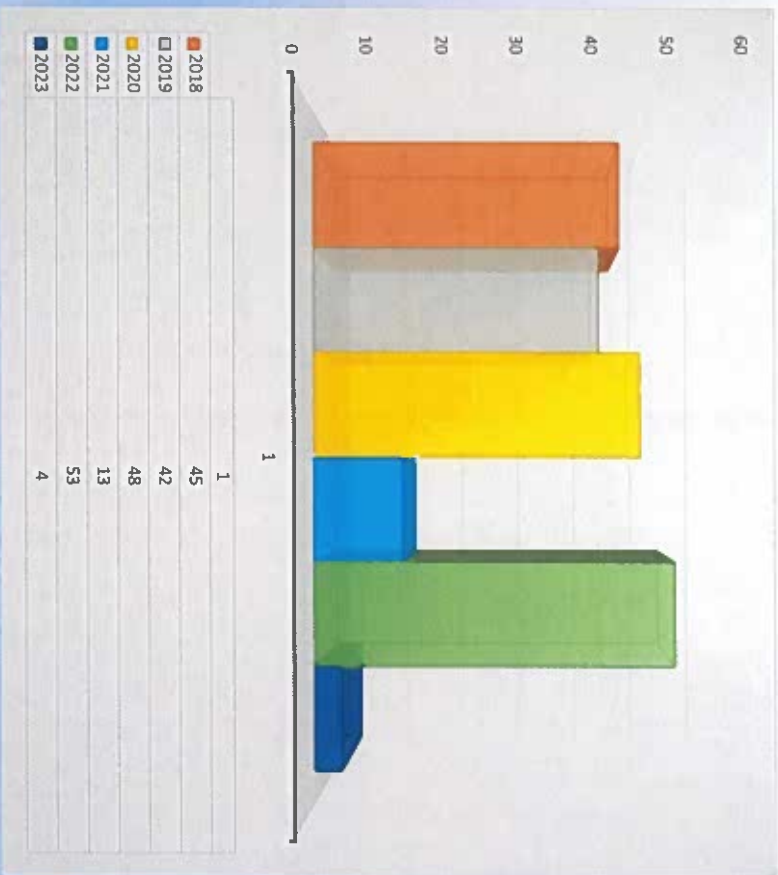
- 0 – CDL Positions Open
- 0 – Non CDL Position Open
- 4 – Part Time Position Open
- 0 – Porter Position Open
- 0 – Mechanic Position Open

- Galveston County:

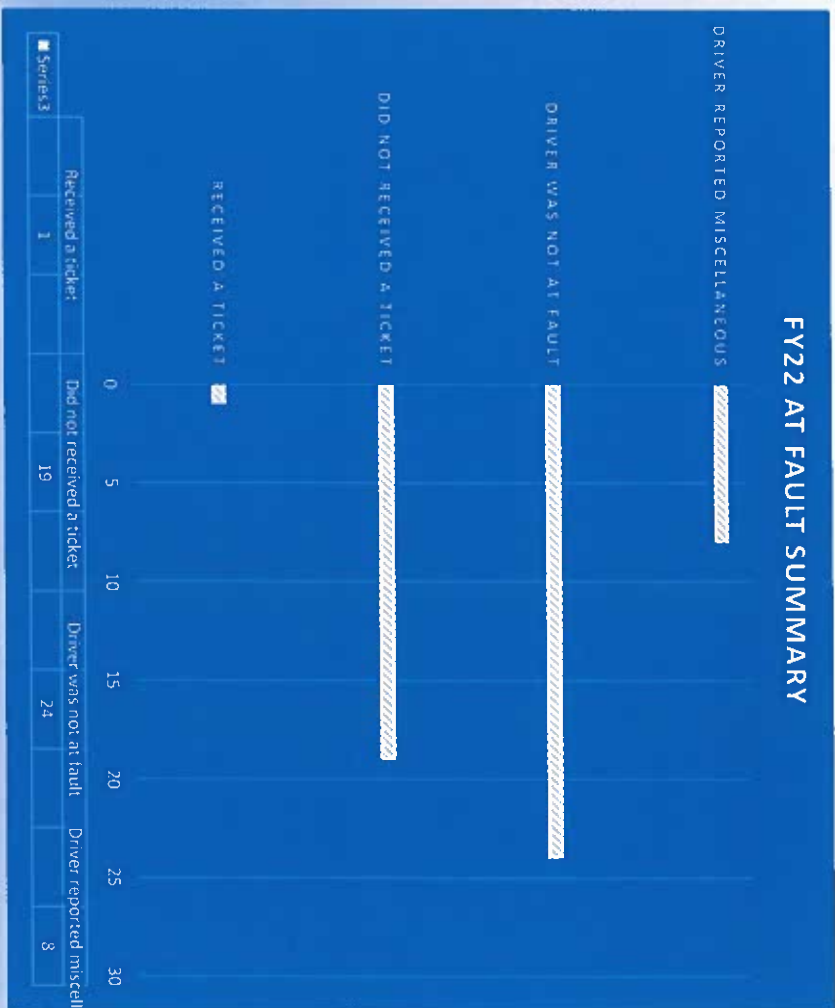
- 0 – CDL Position Open
- 1 – Park and Ride Position Open
- 0 – Non CDL Position Open
- 0 – Porter Position Open
- 0 – Mechanic Position Open
- 0 – Dispatcher Position Open

Accident Report

2018 – 2023 Collision Report



FY22 AT FAULT SUMMARY



	Current Month (Nover Budget	Difference vs Bu: Previous Month ((Difference vs Previous Month
Operations - Galveston County	\$ 296,774.74	\$ 207,646.17	\$ 89,128.58
Operations - Brazoria County	\$ 130,547.70	\$ 144,856.42	\$ (14,308.72)
Operations - Rural	\$ 55,718.86	\$ 76,597.50	\$ (20,878.64)
Operations - Total	\$ 483,041.30	\$ 429,100.08	\$ 53,941.22
Maintance - Galveston County	\$ 59,534.04	\$ 43,970.75	\$ 15,563.29
Maintance - Brazoria County	\$ 36,104.32	\$ 28,634.67	\$ 7,469.65
Maintance - Rural	\$ 11,645.28	\$ 16,090.00	\$ (4,444.72)
Maintance - Total	\$ 107,283.64	\$ 88,695.42	\$ 18,588.22
Administration - Galveston County	\$ 59,020.64	\$ 49,537.83	\$ 9,482.80
Administration - Brazoria County	\$ 28,784.11	\$ 41,220.83	\$ (12,436.72)
Administration - Rural	\$ 20,975.54	\$ 16,437.50	\$ 4,538.04
Administration - Total	\$ 108,780.29	\$ 107,196.17	\$ 1,584.12
Total Drawable Expenses	\$ 699,105.23	\$ 624,991.67	\$ 74,113.56
Total Ineligibile Expenses	\$ 44,002.07	This includes the 2 Maint trucks purchased with local funds to reduce the need	
Total Expenses	\$ 743,107.30	to go through the procurement process.	

61,419.30

4,134.10

3,179.99

16,431.57

49,903.16

24,650.01

17,795.55

92,348.72

637,685.93

61,419.30

5307 Federal	TCLM: TX-2022-019 (CF)	\$ 56,508.81	Total
	TCLM: TX-2022-013 OP	\$ 222,678.08	
	TCLM: TX-2022-014 Me	\$ 59,534.04	
	LA: TX-2022-013 Ops	\$ 121,848.37	\$ 460,569.30
Local Funds	LA Maint	\$ 36,104.32	
Local Funds	Ineligible Ops	\$ 4,216.82	
	Ineligible Maint	\$ 38,898.51	
	Ineligible Admin	\$ 886.74	\$ 44,002.07
5311 TxDOT	PA: 5311-2021-GCTD-0	\$ 5,743.00	
	PA: 5311-2022-GCTD-0	\$ 11,037.43	
	PA: State-R-2020-GCTD	\$ 4,195.11	\$ 20,975.54
	PM: 5311-2021-GCTD-1	\$ 11,645.28	
5311 OPS	OPS: 5311-2021-GCTD-	\$ 24,605.49	
5311 State Match (50/50)	OPS: STATE-R-2020-GC	\$ 24,605.49	\$ 49,210.98
Urban State	TCLM: State-U-2022-GC	\$ 59,020.64	
	LA: State-U-2022-GCTI	\$ 28,784.11	\$ 87,804.75

Total Draws anc \$ 710,312.25
 Fares \$ 32,795.05
 Total Expenses \$ 743,107.30

Total Overtime
 Operations \$ 8,848.72
 Maintenance \$ 427.14
 Administration \$ -
 Total \$ 9,275.86

Note on Difference vs Budget:
 The Budget was based on the expense split used last year, however, we have are now using a more accurate split for the expenses based on the information used in the PTN-128 reporting. This resulted in an increase in TCLM expenses, a decrease in LA



**Connect
Transit.**

November 1, 2022

Board Meeting Minutes

1. **Call to order:** Quorum was established at 2:36 pm Chairman Holmes opened the meeting. The following Board Members were present: Dude Payne, Chris Whittaker, Neal Bess Jr, Chairman Holmes, David Jordan, Amy Skicki, Rick Elizondo, Modesto Mundo, Tim Kelty, Gerald Roznovsky
Joined Zoom Paula Alexander
2. **Citizens Comments:** none
- ❖ **Operations Report:** Ted spoke about the increase in ridership in Paratransit. In both Brazoria and Galveston County, there was a slight increase in fixed routes, and an increase in Paratransit. The mobile Advertising sales update there are 14 signed contracts with 35 open spots available. We have no vacant spots at the park & Ride. Ridership continues to have a good increase over last year.
- ❖ **Budget and Finance Report:** Worth spoke to the FY 2023 Budget
4. **Discussion items:**
 - Updates to PTASP
 - Updates to the TAAM
 - Purchase of Service Vehicles plan
 - HGAC buy Interlocal Contract
 - Harris County Department of Education Interlocal Agreement
5. **Consent Agenda:**
 - a. Review and approval of September ,2022 Board minutes on motion by Amy Skicki, seconded by Neal Bess Jr, the board voted to approve September Board minutes the motion carried with all members voting in favor approved with amendment of spelling correction of Amy Skicki's name.
 - b. Review and approval of September check register: on motion by Amy Skicki, seconded by Neal Bess Jr, the board voted to approve the September check register the motion carried with all members voting in favor.
6. **Action Items:**
 - a. Consider approval of the updated PTASP Policy on motion by David Jordan seconded by Dude Payne, the board voted to approve the updated PTASP the motion carried with all members voting in favor.

- b. Consider approval of the Transit Asset Management Plan on motion by David Jordan seconded by Amy Skicki, the board voted to approval of the Transit Asset Plan the motion carried with all member voting in favor
 - c. Consider approval to authorize the Executive Director to purchase 2 service vehicles/trucks no to exceed \$20k per vehicle on motion by Dude Payne, seconded by David Jordan the board voted to approve to authorize the Executive Director to purchase 2 service vehicles/trucks motion carried with all members voting in favor.
 - d. Consider approval of the Goodman Corporation Work Order #21-08 for continued general planning and operating assistance services not to exceed \$44k on motion by Neal Bess Jr, seconded by Amy Skicki the board voted to approve the Goodman Corporation Work Order # 21-08 for continued general planning and operating assistance not to exceed \$44k the motion carried with all member voting in favor.
7. Next Board of Directors meeting will be in-person January 17,2023 at Texas City Administration building
 8. **Adjournment:** There being no further business to bring before the Board of Directors the meeting was adjourned at 2:47 pm.



Lisa Womack
Secretary to the Board of Directors

Stephen Holmes
Chairman to the board of directors

November 22 Check Register

Check #	Vendor	Amount	Date
2810	ALSCO	\$ 364.01	11/2/2022
2811	Baystar Agency	\$ 3,503.00	11/2/2022
2812	Brazosport Facts	\$ 254.79	11/2/2022
2813	Cintas	\$ 1,060.65	11/2/2022
2814	City of Lake Jackson	\$ 152.50	11/2/2022
2815	City of Lake Jackson - IRR	\$ 31.00	11/2/2022
2816	Dell Business Credit	\$ 857.76	11/2/2022
2817	HiTouch	\$ 1,120.61	11/2/2022
2818	Inovo InfoSec, Inc.	\$ 2,500.00	11/2/2022
2819	Island Mann Plumbing	\$ 2,448.00	11/2/2022
2820	Johnson Controls	\$ 6,283.83	11/2/2022
2821	Kleen Supply Company	\$ 19.30	11/2/2022
2822	Lone Star Oil Recovery	\$ 155.00	11/2/2022
2823	M&R Fleet Services	\$ 9,837.94	11/2/2022
2824	ODP Business Solutions LLC	\$ 805.92	11/2/2022
2825	Pitney Bowes, Inc.	\$ 176.70	11/2/2022
2826	Sandra Sabatier	\$ 284.57	11/2/2022
2827	The Source Weekly	\$ 50.50	11/2/2022
2828	Whole Sale Electric	\$ 253.50	11/2/2022
2829	M&R Fleet Services	\$ 7,385.97	11/2/2022
2830	M&R Fleet Services	\$ 7,332.69	11/2/2022
2831	M&R Fleet Services	\$ 9,963.48	11/2/2022
2832	M&R Fleet Services	\$ 9,502.55	11/2/2022
2833	Michael Lawson	\$ 266.99	11/7/2022
2834	O'Reilly	\$ 980.27	11/8/2022
2835	Pitstop Express #15	\$ 86.98	11/11/2022
2836	AFCO Insurance	\$ 3,512.79	11/14/2022
2837	Alert Alarms	\$ 370.00	11/14/2022
2838	Auto Plus Auto Parts	\$ 83.03	11/14/2022
2839	Avis Rent A Car	\$ 9,363.50	11/14/2022
2840	Brazos Tractor & Equipment	\$ 12.29	11/14/2022
2841	Brazosport Facts	\$ 75.00	11/14/2022
2842	Brazosport Tire	\$ 250.00	11/14/2022
2843	Comcast Business	\$ 775.81	11/14/2022
2844	DISA Global Solutions	\$ 1,259.38	11/14/2022
2845	Engie Resources LLC	\$ 1,560.88	11/14/2022
2846	GB Tech	\$ 3,491.50	11/14/2022
2847	Kenneth Colwell	\$ 186.95	11/14/2022
2848	Language Line Services	\$ 35.10	11/14/2022
2849	O'Reilly	\$ 399.29	11/14/2022
2850	VOID	VOID	VOID
2851	Tire Rack	\$ 8,447.94	11/14/2022
2852	Waste Connections	\$ 151.70	11/14/2022
2853	Xerox Financial Services	\$ 292.77	11/14/2022
2854	DISA Global Solutions	\$ 1,619.10	11/14/2022

2855 Patricia Offenbergs	\$ 40.00	11/14/2022
2856 Xerox Financial Services	\$ 295.90	11/14/2022
2857 Alert Alarms	\$ 170.00	11/14/2022
2858 Avis Rent A Car	\$2,541.12	11/14/2022
2859 O'Reilly	\$1,011.36	11/14/2022
2860 O'Reilly	\$ 587.96	11/14/2022
2861 O'Reilly	\$ 352.91	11/14/2022
2862 AT&T	\$ 2.26	11/25/2022
2863 Baystar Agency	\$2,205.00	11/25/2022
2864 Centerpoint Energy	\$ 37.52	11/25/2022
2865 City of League City	\$ 502.98	11/25/2022
2866 Dell Business Credit	\$6,317.79	11/25/2022
2867 Engie Resources LLC	\$ 830.34	11/25/2022
2868 Kleen Supply Company	\$1,165.22	11/25/2022
2869 VOID	VOID	11/25/2022
2870 ODP Business Solutions LLC	\$ 244.43	11/25/2022
2871 Sandra Sabatier	\$ 267.38	11/25/2022
2872 The Galveston County Daily News	\$ 579.97	11/25/2022
2873 The Hurt Company	\$ 730.55	11/25/2022
2874 TNT Signs & Graphics	\$1,475.00	11/25/2022
2875 City of League City	\$ 6.66	11/25/2022
2876 Engie Resources LLC	\$ 345.08	11/25/2022
2877 DISA Global Solutions	\$ 949.86	11/25/2022
2878 M&R Fleet Services	\$5,545.12	11/25/2022
2879 Comcast Business	\$1,053.95	11/28/2022
2880 Comcast Business	\$1,272.42	11/28/2022

DECEMBER 2022 Check Register

Check #	Vendor	Amount	Date
2881	Phyllis Robinson	\$ 1,500.00	12/2/2022
2882	Michael Purcell	\$ 30.00	12/5/2022
2883	Smart Stop	\$ 2,004.00	12/5/2022
2884	Alert Alarms	\$ 1,165.00	12/6/2022
2885	ALSCO	\$ 436.55	12/6/2022
2886	Auto Plus Auto Parts	\$ 565.24	12/6/2022
2887	Avis Rent A Car	\$ 9,733.50	12/6/2022
2888	BayTran	\$ 3,500.00	12/6/2022
2889	Brazosport Facts	\$ 149.20	12/6/2022
2890	Centerpoint Energy	\$ 47.66	12/6/2022
2891	Cintas	\$ 478.38	12/6/2022
2892	City of Lake Jackson	\$ 174.76	12/6/2022
2893	City of Lake Jackson - IRR	\$ 31.00	12/6/2022
2894	Engie Resources LLC	\$ 1,790.39	12/6/2022
2895	GB Tech	\$ 3,491.50	12/6/2022
2896	Jonathan Kitchen	\$ 6.00	12/6/2022
2897	Language Line Services	\$ 12.18	12/6/2022
2898	Melanie Riles	\$ 30.00	12/6/2022
2899	Moore Supply Co.	\$ 86.64	12/6/2022
2900	ODP Business Solutions LLC	\$ 247.04	12/6/2022
2901	Olson & Olson	\$ 528.00	12/6/2022
2902	The Goodman Corporation	\$ 70,240.42	12/6/2022
2903	The Hurt Company	\$ 1,556.80	12/6/2022
2904	The Source Weekly	\$ 54.00	12/6/2022
2905	Tire Rack	\$ 1,013.92	12/6/2022
2906	Waste Connections	\$ 151.70	12/6/2022
2907	Alert Alarms	\$ 420.00	12/6/2022
2908	Cintas	\$ 395.40	12/6/2022
2909	Avis Rent A Car	\$ 2,401.00	12/6/2022
2910	Campbell's Towing	\$ 350.00	12/6/2022
2911	DISA Global Solutions	\$ 1,530.76	12/6/2022
2912	M&R Fleet Services	\$ 8,856.23	12/6/2022
2913	Avis Rent A Car	\$ 9,604.00	12/7/2022
2914	M&R Fleet Services	\$ 9,682.52	12/7/2022
2915	M&R Fleet Services	\$ 7,505.02	12/7/2022
2916	4Compliance Today	\$ 879.71	12/12/2022
2917	Xerox Financial Services	\$ 292.77	12/14/2022
2918	Xerox Financial Services	\$ 295.90	12/14/2022
2919	AFCO Insurance	\$ 3,512.79	12/14/2022
2920	Brazos Tractor & Equipment	\$ 98.83	12/14/2022
2921	Dell Business Credit	\$ 2,586.52	12/14/2022
2922	Gay Walker	\$ 302.42	12/14/2022
2923	HiTouch	\$ 850.67	12/14/2022
2924	Lone Star Oil Recovery	\$ 125.00	12/14/2022
2925	O'Reilly	\$ 69.08	12/14/2022

2926 Olson & Olson	\$ 120.00	12/14/2022
2927 Sandra Sabatier	\$ 338.34	12/14/2022
2928 The Hurt Company	\$ 828.40	12/14/2022
2929 Tire Rack	\$ 610.52	12/14/2022
2930 Yaklin Ford	\$ 921.06	12/14/2022
2931 O'Reilly	\$ 1,585.13	12/14/2022
2932 O'Reilly	\$ 1,140.25	12/14/2022
2933 O'Reilly	\$ 1,058.54	12/14/2022
2934 Stephanie Mayeux	\$ 324.00	12/15/2022
2935 Auto Plus Auto Parts	\$ 74.04	12/21/2022
2936 Brazosport Tire	\$ 169.00	12/21/2022
2937 City of League City	\$ 7.71	12/21/2022
2938 Comcast Business	\$ 746.80	12/21/2022
2939 Creative Bus Sales	\$ 2,454.97	12/21/2022
2940 Engie Resources LLC	\$ 810.82	12/21/2022
2941 Heinfeld, Meech & Co.	\$ 3,000.00	12/21/2022
2942 Kleen Supply Company	\$ 445.70	12/21/2022
2943 T-Mobile	\$ 7,714.15	12/21/2022
2944 City of League City	\$ 37.08	12/21/2022
2945 Engie Resources LLC	\$ 480.02	12/21/2022



Holiday Schedule

FY23-FY24

Monday	Feb. 20, 2023	President's Day *Holiday early release (12:00)
Monday	May 29, 2023	Memorial Day
Monday	June 19, 2023	Juneteenth
Tuesday	July 4, 2023	Independence Day
Monday	Sept. 4, 2023	Labor Day
Friday	Nov. 10, 2023	Veteran's Day Observed
Thursday	Nov. 23, 2023	Thanksgiving Day
Friday	Nov. 24, 2023	Thanksgiving Observed
Monday	Dec. 25, 2023	Christmas Day
Monday	Jan. 1, 2024	New Year's Day
Monday	Jan. 15, 2024	Martin Luther King Day
Monday	Feb. 19, 2024	President's Day *Holiday early release (12:00)
Monday	May 27, 2024	Memorial Day
Wednesday	June 19, 2024	Juneteenth
Thursday	July 4, 2024	Independence Day
Monday	Sept. 2, 2024	Labor Day
Monday	Nov. 11, 2024	Veteran's Day
Thursday	Nov. 28, 2024	Thanksgiving Day
Friday	Nov. 29, 2024	Thanksgiving Day Observed
Tuesday	Dec. 24, 2024	Christmas Eve
Wednesday	Dec. 25, 2024	Christmas Day

NOTES: Holidays that fall on a Saturday, will be observed on the Friday before and holidays that fall on Sundays will be observed the following Monday! Employees who work on a holiday, an observed holiday, or during holiday early release WILL be eligible for a floating holiday OR floating holiday hours.

The FY holiday calendar is ALWAYS subject to board approval and may be adjusted by the executive director to meet business needs.

Your birthday month you will receive a floating birthday, which is to be taken within the SAME month as your birthday

NB Graphics, LLC dba TnT Signs and Graphics



Primary Contact for all correspondence:

Thomas Bond

Email: tom@tntsigns.net

Office: 409-945-7446

Cell: 713-851-9085

www.tntsigns.net

TnT Signs is submitting this bid on RFP #23-001 to provide signage, vehicle graphics and certain print services to Gulf Coast Transit District.

The required forms are attached as requested and completed to the best of our abilities. Please contact Thomas for any missing information or clarification. Thomas will be the primary contact for all projects, acting as the designer and project manager for Gulf Coast Transit District.

TnT Signs will complete any requested project in a timely manner with the approved materials. Any arising issues will be dealt with to the satisfaction of the client.

All attached pricing will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract.

A handwritten signature in black ink, appearing to read 'Thomas Bond', written over a horizontal line.

Representative Signature

Thomas Bond

11/17/22

Date

Contact Information for all projects:

Thomas Bond
Email: sales@tntsigns.net
Office: 409-945-7446
Cell: 713-851-9085
www.tntsigns.net

Business Information:

TnT Signs and Graphics has been in business since 2005. The owners have worked in the sign business since 1994. We have fulfilled Gulf Coast Transit & its predecessor, Connect Transit's needs since 2011 without any issues or problems.

Services We Provide:

Decals, stickers, signs, magnetics, vehicle graphic packages and wraps, vinyl installation, window graphics, wall graphics, printing services such as business cards, brochurs, NCR forms. We happily will work on unusual projects requiring creative solutions.

Organizational Structure:

TnT Signs has between 8 & 10 employees. Each employee has at least 12 years of experience in their specific area of expertise, plus several years of cross training in other areas allowing flexibility and quality fabrication.



Project Approach:

TnT Signs is capable of design, fabrication and installation service. Our proximity to Gulf Coast Transit Direct (1.4 miles) allows us a quick service and turnaround. Additionally, we fabricate most things in house:

All vehicle graphics and vinyl media is printed and assembled in house. Vehicle graphic installations are processed here at TnT signs unless the client requires offsite install.

Most signs are fabricated in house with the exception of specialized setups.

Some paper printing is outsourced due to specialized equipment needs.

Our in house designers can work with client files or setup new artwork layouts per the client request(s).

Once the art and quote have been approved, most jobs can be completed withing 5 business days. If a shorter timeframe is necessary we will work with the client to achieve that timeframe if possible.



Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



John B. Scott
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for NB GRAPHICS LLC (file number 801025605), a Domestic Limited Liability Company (LLC), was filed in this office on September 04, 2008.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 16, 2022.



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Project Approach:

TnT Signs fabricates nearly everything we provide to our client in house. All vehicle graphics and vinyl media is printed and assembled in house. Vehicle graphic installations are processed here at TnT signs unless the client requires offsite install. Most signs are fabricated in house with the exception of specialized HIP reflective media. Some paper printing is outsourced due to specialized equipment needs. Our designers can work with client files or setup new artwork layouts per the client request(s). Once the art and quote have been approved, most jobs can be completed withing 5 business days. If a shorter timeframe is necessary we will work with the client to achieve that timeframe if possible.



REFERENCES

The Respondent shall provide at least three (3) references for which the same or similar Service has been provided within the past three (3) years.

Company: GUARANTEED Roofing	Contact Person: AMBER
Email: Amber@roofingtexas.com	Phone: 409-945-6920
Address: 2401 25th Ave N., Texas City, TX 77590	
Services Provided: Vehicle graphics, wraps, posters, decals, Banners	

Company: United Way Galveston County Mainland	Contact Person: Leslie Denekas
Email: lslsio@uwgcm.org	Phone: 409-948-4211
Address: 2800 Texas ave, Texas City, TX 77590	
Services Provided: Marketing materials, vehicle graphics, posters, Banners	

Company: Carnes Funeral Home	Contact Person: JAY CARNS
Email: Jay@Carnes.ws	Phone:
Address: 3100 GULF Freeway, Texas City, TX 77591	
Services Provided: Vehicle graphics, wraps, print services	

No Subcontractors Used

SUBCONTRACTOR INFORMATION

Please provide the following information for each subcontractor, if any. Provide additional copies of this page in the proposal as needed.

COMPANY #1 NAME: _____

DUNS NUMBER: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

COMPANY #2 NAME: _____

DUNS NUMBER: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

COMPANY #3 NAME: _____

DUNS NUMBER: _____

EXPERIENCE: _____

QUALIFICATIONS: _____

REFERENCE COMPANY NAME: _____

REFERENCE PHONE NUMBER: _____

HOUSE BILL 89 VERIFICATION

I, Thomas Bond (Person name), the undersigned representative of (Company or Business Name) NB Graphics (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- a) Does not boycott Israel currently, and
- b) Will not boycott Israel during the term of the contract the above-named Company, business or individual with the GCTD.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

11/16/2022
DATE

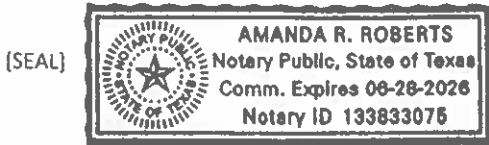
[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF TX

§ COUNTY OF Galveston

On this day, BEFORE ME, the undersigned, personally appeared Thomas Bond the representative of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of November, 2022.



[Signature]
NOTARY PUBLIC in and for the State of Texas

Gulf Coast Transit District
 Print Services
 Request for Proposals (RFP) #23-001

CONTRACTOR PAYMENT REPORT FORM

Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following sheet.

1 Contract Number if applicable	2 Invoice Number	3 Reporting Period		4 Contractor's Business Name	5 Contact Person	6 Address
		From	To			
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 Actual DBE % to date				

17 Name of DBE Subcontractor	18 Description of Work	19 Amount of payments made during current invoice period	20 Date of payments made during current invoice period	21 Subcontract Dollar	22 Amount paid to date	23 Percent paid to date	24 Amount of this invoice allocated to DBE Subcontractor

(Add rows to the table as needed to complete this section)

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

Signature	Date Signed	Name and Title of Individual Completing Report

No Subs used
@MITSigns

EXHIBIT F – TXDOT PTN-130



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

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

Federal and State State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States
- Award Exceeding \$10,000**
13. Terminating the Contract
- Award Exceeding \$25,000**
14. Debarment and Suspension
 Award Exceeding \$50,000
15. Contracting with the Enemy
 Award Exceeding \$100,000
16. Resolution of Disputes, Breaches, or Other Litigation
17. Lobbying Restrictions
 Award Exceeding \$150,000
18. Environmental Protection (Clean Air and Water Pollution Control)

June 15, 2023
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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.

3. Changes to Federal Requirements

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

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

4. Civil Rights

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

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

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

5. Incorporation of Federal Transit Administration (FTA) Terms

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

6. Energy Conservation

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

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

7. Veterans Preference

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

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

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

9. Disadvantaged Business Enterprises

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

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

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

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

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

10. Fly America

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

11. ADA Access

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

A. Federal laws, including:

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

B. Federal regulations and guidance, including:

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

12. Special Notification Requirements for States

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

Awards Exceeding \$10,000

13. Termination

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

Awards Exceeding \$25,000

14. Debarment and Suspension

The Recipient agrees to the following:

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

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Awards Exceeding \$50,000

15. Never Contract with the Enemy

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

Awards Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation

A. FTA Interest

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

B. Notification to FTA; Flow Down Requirement

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

i. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

ii. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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

C. Federal Interest in Recovery

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

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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:

17. Lobbying Restrictions.

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

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

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

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

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

- i. The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance;
- ii. U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. part 151; and
- iii. 49 U.S.C. § 5323(i)(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.

Gulf Coast Transit District
Print Services
Request for Proposals (RFP) #23-001

Form PPS-11 (Rev. 4-21)
Page 2 of 2

Name of Company NB Graphics dBA TnT signs	Printed Name of Person Completing Form Thomas Bond
Date 11/16/2022	Signature 

Awards Exceeding \$150,000

18. Environmental Protection (Clean Air and Clean Water)

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

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

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

1. 34 TAC §20.585 Debarment

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

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

2. §231.006 Family Code Child Support Obligation Certification

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

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

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

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

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

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

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

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

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

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

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

7. Federal Executive Order 13224 Excluded Parties

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

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

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

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

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

10. §2252.152 Gov't Code Foreign Terrorist Organizations

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

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

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

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

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

13. §2252.0012 Gov't Code Signature Authority

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

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

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

15. §2155.077 Gov't Code Suspension and Debarment

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

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

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

17. §552.372 Gov't Code Contracting Information Responsibilities

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

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

18. §2155.0061 Gov't Code Human Trafficking Prohibition

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

Form 874-113 (Rev. 11/20)
2021 Edition

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:

NIB Graphics LLC dba Tnt signs

Address:

2212 Palmen Hwy Texas City, TX

Telephone:

409 945 7446

SSN or Tax ID#:

26-364 800

Printed Name of Person Completing Form:

Thomas Bond

Signature



Date:

11/16/2022

Description of Commodity Service:

Sign & Marketing Materials Fabrication

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?

Form 275-133 (Rev. 6-21)
Page 15 of 15

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

Reset this Page

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

EXHIBIT G – ACKNOWLEDGMENT OF ADDENDA

Print Services
23-001

The undersigned acknowledges receipt of the following addenda to the GCTD's Request for Proposals (insert number and date of each addendum). Attach each acknowledged addendum to this exhibit.

- ADDENDUM NUMBER 23-001 #1 DATED: Oct. 28, 2022
- ADDENDUM NUMBER 23-001 #2 DATED: Nov. 3, 2022
- ADDENDUM NUMBER _____ DATED: _____
- ADDENDUM NUMBER _____ DATED: _____
- ADDENDUM NUMBER _____ DATED: _____
- ADDENDUM NUMBER _____ DATED: _____
- ADDENDUM NUMBER _____ DATED: _____
- ADDENDUM NUMBER _____ DATED: _____

If Respondent fails to acknowledge receipt of all addenda, then the proposal is considered non-responsive to the RFP and the GCTD may reject Respondent's proposal.

DATE: 4/16/2022

RESPONDENT: NIS Graphics DBA TNT signs

SIGNATURE: [Signature]

PRINT NAME: Thomas Bond

TITLE: owner

EXHIBIT H - BIDDER'S QUESTIONNAIRE								
1	Name of Contractor ("Business"):	NB Graphics, LLC dba Tnt Signs and Graphics						
2	Doing Business As (if applicable):	Tnt Signs and Graphics						
3	Federal Tax ID Number:	26 - 3611 800						
4	DUNS Number:							
5	Business Mailing Address:	2212 Palmer Hwy, Texas City, TX 77590						
6	Email Address:	sales@tntsigns.net						
7	Business Telephone Number:	409-945-7446						
8	Cell Number:	713 851 9085						
9	Business Type:	Manufacturing						
10	Number of Years in Business:	17						
11	Annual Gross Revenue for past three years (check applicable box):	\$500k or Less	<input checked="" type="checkbox"/> \$500k to \$1M	<input type="checkbox"/> \$1M - \$5M	<input type="checkbox"/> \$5M - \$10M	<input type="checkbox"/> \$10M +		
12	Number of Employees (check applicable box):	<input checked="" type="checkbox"/> 50 or less	<input type="checkbox"/> 51 - 100	<input type="checkbox"/> 101 - 200	<input type="checkbox"/> 201 - 300	<input type="checkbox"/> 300+		
13	Is Business a DBE Firm (check applicable box):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO					
14	Is Business Owned by a Minority (check applicable box):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO					
15	Ethnic Group (check applicable box):	<input type="checkbox"/> Black American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Subcontinent Asian American	<input checked="" type="checkbox"/> White / Caucasian	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
16	Woman Owned (check applicable box):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO					
17	Veteran Owned (check applicable box):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO					

Gulf Coast Transit District
Print Services
 Request for Proposals (RFP) #23-001

18	Type of Work Performed (check applicable box):	<input checked="" type="checkbox"/> Manu- facturing	<input type="checkbox"/> Professional Service	<input type="checkbox"/> Retail	<input checked="" type="checkbox"/> General / Technical Service	
19	Has the Business, or any officer or partner thereof, failed to complete a contract? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
20	Has the Business ever been declared 'Not Responsible'? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
21	Is any litigation pending against the Business? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
22	Has the Business been debarred, suspended, proposed for debarment and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
23	Has the Business ever been a defaulter, as principal, surety or otherwise? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
24	Has the government or other other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			

Gulf Coast Transit District
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25	Is the Business in arrears upon a contract or debt? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
26	Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
27	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? (check applicable box)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
28	If a "yes" response was given to questions 19-27, provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages if necessary). GCTD reserves the right to inquire further respect thereto.			
29	List the name and business address of each person or each entity that has a 10% or more ownership or control interest in the Business (attach additional pages if necessary).			

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in the Questionnaire, Quality Control Procedures, Subcontractor Information and References is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) GCTD will have the grounds to terminate any or all contracts which GCTD has or may have with the business; 2) GCTD may disqualify the business named above from consideration for contracts and/or 3) GCTD may have grounds for initiating legal action under federal, state or local law. Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow GCTD to report the amount of subcontracting activity for GCTD.

 Printed Name	4/14/22 Date	 Signature	4/16/22 Title
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EXHIBIT I – PRICE PROPOSAL FORM

Print Services
Solicitation # 23-001

Gulf Coast Transit District
1415 33rd Street N
Texas City, Texas 77590

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other Respondent and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that the Respondent has not violated the antitrust laws of the State, Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws.
- F. The individual signing this proposal certifies that he/she is a legal Agent of the Respondent, authorized to represent the Respondent, and is legally responsible for the offer with regard to supporting documentation and prices provided.

Attach fee schedule (pricing) for all services that your firm is qualified and capable of performing responsibly.

NB Graphics dba Tnt signs
(Company Name)

Thomas Bond
(Name of Authorized Agent - Printed)

2212 Palmer Hwy
(Street Address / P.O. Box)

[Signature]
(Authorized Agent Signature)

Texas City, TX 77590
(City / State / Zip Code) (Date)

26-3611800
(Tax ID No.)

Tnt signs and Graphics
(Legal Business Name)

Gulf Coast Transit District
 Print Services
 Request for Proposals (RFP) #23-001

EXHIBIT J - PRINT SAMPLES

Chart below provides examples of orders and typical number of pieces ordered per order. These numbers are not a promise or guarantee of any orders to be placed.

Item	Finished Size	Paper/Material	Printing/Binding/Folding	Quantity per Order	Anticipated Annual Quantity
Business Cards	3.5" x 2"	16 pt white gloss with UV both sides	Full color both sides	250	250
				500	500
Board Signs	6' x 1.5'	PVC	full color one sided, create, setup, print	1	5
	5' x 2.5'			1	5
	4' x 1.5'			1	5
	2' x 1.5'			1	5
Brochures	12" x 9"	100# test gloss		500	5000
Coupon Books	3.5" x 2"	60# Silk; 100# Silk cover/back cover	20 coupons per book; 4/0 front cover; back cover blank; strong glued; 3.5 edge, numbers in red - Full Fare		
Window Art					
Window Signs	34" x 31"	50/50 window perf with laminate	full color one side, create and setup		
Tracks	72" length	J Cap Edge Trim	J63260308, 72 CAH, fits 1/4", 5/16" Reveal, clear anodized finish		
Vinyl Decals (vehicle)		Magnets			
Title VI	9x12	PVC, .24"	full color one side; UV		
Bus Wraps					
Create and Design Services	First 30 minutes				
Create and Design Services	Hourly Rate after first 30 minutes				
Delivery Fee / mileage rate	To: 1415 33rd Street, Texas City, Texas 77590				
List and and all fees on your Fee Schedule. Fees not listed on Fee Schedule will not be paid.					



2212 PALMER HWY
 TEXAS CITY, TX 77590
 Phone: 409-945-7446
 FAX: 409-945-7445

QUOTE

#39707

QUOTE PREPARED FOR
 Gulf Coast Transit District

Accounts Payable

ACCOUNT ID
6361
 TAXABLE
NO
 TERMS
NET 30
 CREATION DATE
11/16/2022
 MODIFICATION DATE
11/16/2022

UNSECURED FINANCING

QUANTITY	DESCRIPTION	UNIT PRICE	SUB TOTAL/UNIT
	S/F printed and laminated vinyl applied to Sintra (PVC) material. 17"x72" / \$102.00 each 29"x60" / \$145.00 each 17"x48" / \$68.00 each 17"x24" / \$34.00 each		
	Window perf - 50/50 vehicle window perf w/ 290 Optically clear laminate. Size 31"x34" / \$146.00 each installed add \$35.00 each		
	12"x18" Printed and laminated vinyl applied to vehicle magnetic w/ round corners. 1-5 pair \$75.00 a pair 6-10 pair \$70.00 a pair 11-15 pair \$65.00 a pair		
	24"x120" Printed and laminated 3MIJ180CV3 vehicle media strips for buses, no installation. 5 per bus needed \$135.00 each strip \$675.00 per bus		
	8.5"x11" S/F printed and laminated vinyl applied to Sintra w/ round corners. Title signs 8.5"x11" current size \$8.00 each 9"x12" Size \$9.00 each		
	Delivery charge if required \$25.00		

NOTES

SUB TOTAL	
SALES TAX	\$0.00
SHIPPING	
TOTAL	\$0.00

REQUEST FOR EXCEPTIONS, VARIATIONS AND APPROVED EQUALS

PRINTED NAME:		DATE:	
SIGNATURE:		TITLE:	
RESPONDENT:		ADDRESS - TELEPHONE:	
RFP NUMBER:		RFP DATE:	
RFP REFERENCE (PART, PAGE AND PARAGRAPH):			
PROPOSED EXCEPTION, VARIATION OR EQUAL:			
REASON:			
AGENCY USE ONLY			
REVIEWED BY:	DATE:	CONTROL #:	
ACTION TAKEN:			
COMMENT:			
SIGNATURE:			

PLEASE COMPLETE ONE FOR EACH SUBSTITUTION.
USE THIS FORM FOR EACH REQUEST.

QUALITY CONTROL PROCEDURES

Please list all quality control (QC) procedures currently documented and employed in the workplace, the effective date (when the procedure was first implemented), and the process owner (who is responsible for managing the procedure). If no incoming inspections, training & certification, or work inspection procedures are followed, leave blank.

PROCEDURE	EFFECTIVE DATE	PROCESS OWNER
<i>Incoming Materials & Supplies Inspection</i>		
<i>Training & Certification</i>		
<i>Quality Control Checks</i>		
<i>Other procedures (please list below as needed)</i>		



ELECTRONIC BIDDING SYSTEM

The Gulf Coast Transit District (GCTD) uses PublicPurchase, a web-based e-Procurement service. To receive bid notifications and to submit bids through PublicPurchase, follow the two-step registration process detailed below. If you are already registered with PublicPurchase, proceed directly to Step 2.

1. **Register with PublicPurchase:** <https://www.publicpurchase.com/gems/register/vendor/register>

A minimum of 24 hours, excluding holidays, is required before your account will become active.

A notice from 'notices@publicpurchase.com' will be emailed to notify you that your account is activated. Add this email address to your contacts to prevent emails being automatically going to your junk folder.

2. **Sign up to receive notifications from the Gulf Coast Transit District:**

- Upon receipt of your activation email from Public Purchase, log into www.publicpurchase.com.
- Accept the terms and conditions of use.
- Click on the "Tools" tab.
- Click on the "Agencies" tab.
- In the agency name box type in 'Gulf Coast Transit District'.
- Leave the "new agency since" box blank.
- Registration Status should say "ALL".
- Click on "search" this will bring up the agency, to the far right you will see "View" and "Register".
- Click on the "Register" to complete vendor registration with Gulf Coast Transit District.

If the registration process is not completed properly, you will not receive notifications of upcoming bid opportunities from the Gulf Coast Transit District. It is your responsibility to register in a timely manner and to update your contact information as needed.

Benefits of Registering with PublicPurchase:

This eProcurement system will create a single location in which to view previous and current bids and award information issued through PublicPurchase. The system will provide you with automatic notification and electronic transmittal of bid documents. In addition, PublicPurchase gives you access to bid opportunities with other government entities. All of this is provided at no charge to you.

How to know if your bid was submitted?

To confirm if the bid was submitted, use the "Print Submitted Response" tool. The report will detail the items that you uploaded and, you will have an option to print the report.

For assistance with registration, email PublicPurchase at: support@publicpurchase.com or, use the 'Live Chat' feature, in the upper left corner of the website, during business hours. Please email procurement@gulfcoasttransit.com if you need assistance or have questions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas First Insurance 7900 Emmett F Lowry Expy Texas City TX 77591		CONTACT NAME: Holly Bradberry PHONE (A/C, No, Ext): (409) 934-8000 FAX (A/C, No): (409) 935-1883 E-MAIL ADDRESS: holly.bradberry@texasfirstinsurance.com	
INSURED NB Graphics, LLC, DBA. TNT Signs 2212 Palmer Hwy Texas City TX 77590		INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Insurance Company of Minnesota INSURER B: Service Lloyds Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Pkg Rnwl **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ADL 9133230 - 11	09/19/2022	09/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ADL 9133230 - 11	09/19/2022	09/19/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SLICWC0014003	07/25/2022	07/25/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the General Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status.


CERTIFICATE HOLDER		CANCELLATION	
Gulf Coast Transit District 1415 33rd St Texas City TX 77590		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

EXHIBIT C – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received: _____	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>_____</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

N/A - No conflict

4/16/2022

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, NB Graphics dba TITSIGN, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DATE: 4/16/2022
RESPONDENT: Thomas Boyd, NB Graphics
SIGNATURE: [Signature]
PRINT NAME: Thomas Boyd
TITLE: owner

**SUSPENSION AND DEBARMENT CERTIFICATION FORM
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:


(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE: 11/16/2022
RESPONDENT: Thomas Bond, NB Graphics
SIGNATURE: 
PRINT NAME: Thomas Bond
TITLE: owner

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the GCTD's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the GCTD determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the GCTD may immediately terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the GCTD if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Respondent/Contractor may contact the GCTD for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the GCTD when entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the GCTD when entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the GCTD may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

RESPONDENT/CONTRACTOR CERTIFICATION FORM

Instructions: The Respondent/Contractor 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, SBE or non-DBE, 5) Ethnic Code of firm 6) Gender of the Owner, 7) Age of the firm, 8) Annual gross receipts of the firm, 9) % or \$ amount of Total Contract. Those subcontractors who are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating UCP certifying agency. The DBE or SBE certification must be complete by the time the bids/proposals are submitted. Additionally, those subcontractors who are listed on this form as DBEs or SBEs must complete DBE and SBE Subcontractor Letter of Intent, agreeing to the information listed herein.

Ethnic Codes: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other **Gender Codes:** M) Man W) Woman X) Choose Not to Answer

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, SBE or non-DBE	5) Ethnic Code	6) Owner Gender	7) Age of Firm	8) Annual Gross Receipts	9) % or \$ amount of Total Contract
		NA						

THIS SCHEDULE MUST BE COMPLETED AS INSTRUCTED ABOVE AND INCLUDE EVERY SUBCONTRACTOR PROPOSED. ADD ADDITIONAL PAGES, IF NEEDED.

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the GCTD. The Respondent/Contractor agrees to the terms of this schedule by signing below and submitting the DBE and SBE Contractor Letter of Intent, as completed by the DBE or SBE subcontractor(s).

DATE: _____

RESPONDENT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this Request for Proposal (RFP).

1. TO: (Respondent/ Contractor): _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE, SBE or will be at the time this RFP is due.


The undersigned is prepared to perform the following described work 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 Respondent/Contractor Certification).

3. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.


With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____
DBE/SBE FIRM: _____
SIGNATURE: _____
PRINT NAME: _____
TITLE: _____
DATE: _____
RESPONDENT: _____
SIGNATURE: _____
PRINT NAME: _____
TITLE: _____

*Not a DBE
NO subcontractors used by
NB graphics* 

DELINQUENT STATE BUSINESS TAX CERTIFICATION FORM

All Respondents shall certify that Respondent is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: 11/16/2022
RESPONDENT: NB Graphics and Tnt Signs
SIGNATURE: 
PRINT NAME: Thomas Bond
TITLE: owner

SENATE BILL 252 CERTIFICATION

On this day, I, Stephen Holmes, the Chairman of the Board of Directors for the Gulf Coast Transit District, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the GCTD by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan, or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan, or any Foreign Terrorist Organization.

RESPONDENT FILL OUT THE BELOW SECTION:

NB Graphics dba TNT Signs
Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

(signature)

Chairman, Board of Directors, GCTD

Date



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Signature

Sarah E. Vavra

Name

Name

Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20__

As between:

ADP, INC.
(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

Gulf Coast Transit District
(Referred to in this agreement as "Client")
1415 33rd St N
Texas City, TX 77590-4508

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP Comprehensive Services:
 - Benefits Services – delivered via ADP Workforce Now
 - Human Resource Administration Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- ADP Time & Attendance Services
- ADP Workforce Now Tax Credit Services (WOTC)
- Comprehensive Learning Library (myLearning@ADP)
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- Participant Solution Center Support
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

Appendices

Appendix: ADP Comprehensive Services - Service Definition

DRAFT

Global Master Terms and Conditions

1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.
- 1.1.1 ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.
 - 1.1.2 ADP Comprehensive Services.** ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services, as further described in the Service Definitions.
 - 1.1.3 ADP Data Cloud.** Provide tools to analyze and understand data.
 - 1.1.3.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.1.4 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.1.5 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
 - 1.1.6 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:
 - 1.1.6.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
 - 1.1.6.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
 - 1.1.6.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
 - 1.1.6.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.1.6.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
 - 1.1.7 ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.
 - 1.1.8 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
 - 1.1.9 ADP Workforce Now Tax Credit Services (WOTC).** Technology to help employers with Work Opportunity Tax Credit (WOTC) financial incentive programs.
 - 1.1.10 Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.1.10.1 ADP Benefits Administration Services.** Administration of employee benefits, including the following to the extent in scope: calculating eligibility, managing the annual enrollment process, facilitating online enrollment and changes, calculating payroll deductions, and providing data to carriers, as further described in the Service Definitions.
 - 1.1.10.2 ADP Dependent Verification Services.** One-time and/or ongoing dependent audit services to help verify that only eligible dependents are enrolled in company-sponsored benefits.
 - 1.1.11 COBRA Services.** Administration of federal COBRA continuation coverage, including required notification and billing.
 - 1.1.12 Employment Verification Services.** Management of employment and income verification requests.
 - 1.1.13 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.

- 1.1.14 **Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.
- 1.1.15 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, as further described in the Service Definitions, and also including:
 - 1.1.15.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.
 - 1.1.15.2 **HR Consultant.** Access to HR consultant to provide guidance, HR best practices, and support for maximizing the use of HR and Talent Management Services technology
 - 1.1.15.3 **Knowledge and Document Library.** Online library of HR best practices, template letters, procedures, checklists and legislative considerations, including job descriptions, employee and administrator onboarding welcome kits, employee handbooks, interview and hiring best practices, among other templates and forms.
 - 1.1.15.4 **Comprehensive Learning Library (myLearning@ADP).** Online access to ADP self-paced, web-based training library content and some live instructor-led webinars. Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership/performance and will be available to employees, managers, practitioners and administrators.
 - 1.1.15.5 **EAP.** Access to employee assistance programs.
 - 1.1.15.6 **Employee Perks.** Access to employee discount programs.
- 1.1.16 **Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.
- 1.1.17 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.1.17.1 **ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
- 1.1.18 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.1.18.1 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
 - 1.1.18.2 **ADP Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.2 General

- 1.2.1 "ADP" has the meaning set forth on the cover page.
- 1.2.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.2.3 "ADPCheck" means checks printed and distributed by ADP to Payees pursuant to Client's direction.
- 1.2.4 "ADPCheck Services" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.
- 1.2.5 "ADP Direct Deposit Services" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.
- 1.2.6 "Affiliate" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.
- 1.2.7 "Agreement" means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
- 1.2.8 "Amendment" means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
- 1.2.9 "API" means application programming interface.
- 1.2.10 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The following is the list of Approved Countries for the Services: United States.

- 1.2.11 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
- 1.2.12 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
- 1.2.13 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
- 1.2.14 **"Biometric Services"** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
- 1.2.15 **"Biometric User"** means Client's employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.
- 1.2.16 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.2.17 **"Cardholder"** means the Payees of Client who receive a Pay Card.
- 1.2.18 **"Client"** has the meaning set forth on the cover page.
- 1.2.19 **"Client ACA Liaison"** means the Client's designated person who shall serve as ADP's principal contact for Essential ACA Services.
- 1.2.20 **"Client Benefits Liaison"** means the Client's designated person who shall serve as ADP's primary contact for the Benefit Administration Services.
- 1.2.21 **"Client Content"** means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.22 **"Client Group"** means Client and Client's Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.23 **"Client Infringement Event"** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client's behalf other than at the direction of, or as approved by, ADP or (ii) Client's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.24 **"Client-Uploaded Material"** any content uploaded, used, copied, installed or enabled on myLearning@ADP.
- 1.2.25 **"Confidential Information"** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.26 **"Data Security Breach"** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.2.27 **"DHS"** means the U.S. Department of Homeland Security.
- 1.2.28 **"Documentation"** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.29 **"Early Termination Fee"** has the meaning set forth in Section 12.4.
- 1.2.30 **"Effective Date"** has the meaning set forth on the cover page.
- 1.2.31 **"ERISA"** means Employee Retirement Income Security Act of 1974, as amended.
- 1.2.32 **"E-Verify"** means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.33 **"E-Signature Feature"** means the electronic signature feature allowing the Client and/or its job applicants the ability to digitally or electronically sign documents relating to WOTC Services.
- 1.2.34 **"Form I-9"** means the employment eligibility verification form issued by the DHS.
- 1.2.35 **"FCRA"** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.2.36 **"Global Master Terms and Conditions"** means the terms and conditions contained in the main body of this document following the signature pages.

- 1.2.37 "Go-Live Date"** means the date of commencement of the first live processing of any given Service.
- 1.2.38 "I-9 Handbook"** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.39 "Implementation Services"** means the Services to be performed in order to commence ongoing Services.
- 1.2.40 "Improvements"** has the meaning set forth in Section 5.4.
- 1.2.41 "Indemnitee"** has the meaning set forth in Section 6.3.
- 1.2.42 "Indemnitor"** has the meaning set forth in Section 6.3.
- 1.2.43 "Initial Term"** means the period beginning as of the Effective Date and ending two (2) years after the date of Client's first monthly invoice for Services.
- 1.2.44 "Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.45 "Internal Business Purposes"** means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.2.46 "NACHA"** means the National Automated Clearing House Association.
- 1.2.47 "Notice to Furnishers"** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.48 "Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.2.49 "Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.2.50 "Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
- 1.2.51 "Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.2.52 "Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.
- 1.2.53 "Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.
- 1.2.54 "Renewal Term"** means each additional one (1) year period after the Initial Term.
- 1.2.55 "Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.2.56 "Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto), as may be further described in the Services Definitions, and such other services as the parties may agree to be performed from time to time.
- 1.2.57 "SOC 1 Reports"** has the meaning set forth in Section 9.1.
- 1.2.58 "Term"** means the Initial Term together with each Renewal Term, if any.
- 1.2.59 "Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.2.60 "Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.
- 1.2.61 "USCIS"** means U.S. Citizenship and Immigration Services.

- 1.2.62 "User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.
- 1.2.63 "Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.64 "Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.
- 1.2.65 "Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.
- 2.6 Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

- 3.4 Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "Ordinary Cap").
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1** Client's funding obligations in connection with the Payment Services;
 - 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.3** In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;
 - 7.3.4** Either party's gross negligence, or willful, criminal or fraudulent misconduct;
 - 7.3.5** The infringement indemnity set forth in Section 6.1 and 6.2;
 - 7.3.6** Client's biometrics indemnity set forth in Section 14;
 - 7.3.7** Client's obligations to pay the fees for Services; and
 - 7.3.8** ADP's obligations to provide credit monitoring as set forth in Section 10.2.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) gross negligence or willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

8.3 ADP COMPREHENSIVE SERVICES DISCLAIMERS. THE PARTIES ACKNOWLEDGE AND AGREE THAT:

8.3.1 THE ADP COMPREHENSIVE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, FORMS, AND PARTICIPANT SERVICE CENTER ACCESS, ARE PRESENTED IN GOOD FAITH, ARE GENERAL AND EDUCATIONAL IN NATURE AND ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. FURTHERMORE, THE INFORMATION CONTAINED IN THE COMPREHENSIVE SERVICES MAY NOT BE APPLICABLE TO OR SUITABLE FOR EVERY SPECIFIC FACT SCENARIO OR CIRCUMSTANCE OR NEED AND MAY REQUIRE CONSIDERATION OF OTHER MATTERS AND LEGAL SUPPORT. CLIENT ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR SEEKING ADVICE, AS IT DEEMS NECESSARY, FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS IN ALL JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES.

8.3.2 THERE MAY BE CONFLICTING CURRENT PRACTICES, POLICIES OR CONTRACTS (WRITTEN OR UNWRITTEN) THAT MUST BE ADDRESSED BY CLIENT PRIOR TO THE ADOPTION AND IMPLEMENTATION OF ANY MATERIAL(S) AND/OR CONTENT(S) UNDER THE COMPREHENSIVE SERVICES. WHERE CERTAIN MATERIAL(S) AND/OR CONTENT(S) ARE BEING ADOPTED AND IMPLEMENTED BY THE CLIENT FOR ITS EXISTING WORKFORCE, IT MAY CONSTITUTE A CHANGE IN THE EMPLOYMENT TERMS OR CONTRACTUAL RELATIONSHIP, AND MAY REQUIRE THE PROVISION OF NOTICE OR CONSIDERATION.

8.3.3 IN NO EVENT SHALL ADP BE LIABLE TO CLIENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO CLIENT'S INABILITY OR FAILURE TO PERFORM LEGAL, TAX OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY ADP, OR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON THE CONTENT(S) AND/OR MATERIAL(S) PROVIDED AS PART OF THE COMPREHENSIVE SERVICES. THE CONTENT(S) AND/OR MATERIAL(S) WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN A PARTICULAR JURISDICTION.

9 Security and Controls

9.1 Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 Data Security Breach

10.1 Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2 Other ADP Obligations. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client's employees being serviced. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.
- 11.4 Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with any other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Benefits and/or Comprehensive Payroll (without Comprehensive HR), billing shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. Notwithstanding the foregoing, if the Client is an existing ADP Workforce Now client migrating from Major Accounts Services to Comprehensive Services and has purchase Comprehensive Payroll Services and/or Comprehensive Benefit Services, then the Client shall be invoiced for such Comprehensive Services commencing one month from the date the Client is implemented on the Comprehensive Services platform. With the exception of the addition of any of the Comprehensive Services, in the event after the Effective Date the Client adds additional Services pursuant to an Amendment, unless otherwise specified in such Amendment or Sales Order, billing shall commence when the Client is first able to use such added Services in a live production environment. ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

12.3 Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

12.4 Early Termination Fee. In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "Early Termination Fee"). The Early Termination Fee shall be equal to fifty percent (50%) of A multiplied by B where A equals the number of months remaining in the Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. If monthly fees for Services have not been payable at the time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Early Termination Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

12.5 Additional Termination Provisions.

12.5.1 Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.5.2 Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.5.3 Additional Termination Provisions for ADP Time & Attendance Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

12.5.4 Additional Termination Provisions for ADP Comprehensive Services. ADP may terminate, by further written notice to Client, if Client fails to render reasonable cooperation needed in connection with the implementation services such that ADP is unable to complete the Implementation Services and commence Services. ADP may also suspend and/or terminate performance immediately without prior notice in the event Client, its employee(s) or any other third party uses or accesses the Services in a manner that exposes ADP to civil or criminal liability.

12.5.5 Additional Termination Provisions for Essential ACA Services. If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.

12.5.6 Additional Suspension for ADP Compliance on Demand. ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

13 Post Termination

13.1 Scope. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon expiration or termination of the Services, subject to Sections 13.2, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. In connection with any data extraction, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

13.2 Past Due Amounts. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

14.1 ADP Employment Tax Services. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.2 ADP Recruiting Management Services. The following additional terms and conditions apply to the ADP Recruiting Management Services:

14.2.1 Hiring Practices. Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.

14.2.2 Vendors. Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.

14.2.3 Additional Third-Party Terms. During the Term of this Agreement, the Client's use and access to the Recruitment Management Services may be subject to additional terms of services which shall be included within the ADP Recruitment Management Services. Prior to enabling the Recruitment Management Services, Client shall and Client shall ensure that its Users of Recruitment Management Services click through and accept such additional terms of service.

14.3 Benefit Services. The following additional terms and conditions apply to the Benefit Services:

14.3.1 Benefits Liaison. Client shall designate in writing to ADP one or more contacts for the Benefit Services to serve as the Client Benefits Liaison, and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

14.3.2 Compliance of Benefit Plans. Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.

14.3.3 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.3.4 Carrier Connections. ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:

14.3.4.1 ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.

14.3.4.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

14.3.5 Additional Third-Party Terms. During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.

- 14.4 COBRA Services.** The following terms relating to COBRA services will apply.
- 14.4.1 Operating Guidelines.** ADP's performance of COBRA Services shall be in accordance with the operating guidelines, including the COBRA Administration User Guide, as amended from time to time, a copy of which will be provided to Client upon request.
 - 14.4.2 Use of Name.** Except for references to ADP as a service provider in IRS Form 5500 or a similar filing as required by ERISA, Client shall not use ADP's name without ADP's prior written consent.
 - 14.4.3 Retention of Administrative Fee and Interest.** Client agrees that ADP shall retain the two percent (2%) administrative fee allowed by COBRA which shall be added to the premium due. ALL AMOUNTS EARNED ON FUNDS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT (OR CLIENT'S DESIGNEE) SHALL BE RETAINED BY ADP AS COMPENSATION. AMOUNTS DISBURSED TO ADP ARE HELD BY ADP FOR APPROXIMATELY FIFTEEN (15) DAYS PRIOR TO DISBURSEMENT BY ADP.
 - 14.4.4 HIPAA Business Associate Agreement.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), as COBRA Services are subject to HIPAA and therefore subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.
 - 14.4.5 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).
- 14.5 WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.
- 14.5.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:
 - 14.5.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
 - 14.5.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 14.5.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP
 - 14.5.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 14.5.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 14.5.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 14.5.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.

14.5.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.5.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.5.2 Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.6 Payment Services. The following additional terms and conditions apply to the Payment Services:

14.6.1 Client Credentialing. Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.6.2 Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.6.3 Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.6.4 Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.6.5 Recovery of Funds; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.7 ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

14.7.1 ADPCheck; Direct Deposit. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

14.8 ADP Time & Attendance Services. The following additional terms and conditions apply to the ADP Time & Attendance Services:

14.8.1 Time & Attendance Hardware.

14.8.1.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

14.8.1.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.

14.8.2 Biometric Services. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.8.2.1 Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.8.2.1.1 Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

14.8.2.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;

14.8.2.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

14.8.2.1.1.3 any additional requirements as required by potentially applicable law.

14.8.2.1.2 Biometric User Notice and Consent. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

14.8.2.1.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.8.2.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.8.2.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.8.2.1.3 Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.8.2.1.4 Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.8.2.2 Biometrics Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

14.8.2.3 Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.9 State Unemployment Insurance (SUI) Management Services. The following additional terms and conditions apply to the SUI Management Services:

14.9.1 Provision and Transfer of Information. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

14.9.2 Definition of Claim; Claim Cap. For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

14.10 ADP Wage Garnishment Payment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.10.1 Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing.

14.10.2 Client's Use of Services. Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.11 Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.11.1 Employment Verification Services. Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.11.1.1 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available on ADP's payroll processing system.

14.11.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information. Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.11.1.3 Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.11.1.4 Employee Authorized Disclosure. ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.12 ADP Workforce Now Tax Credit Services (WOTC). The following additional terms apply to ADP Workforce Now Tax Credit Services (WOTC):

14.12.1 ADP Obligations.

- 14.12.1.1** ADP will provide the Client with non-exclusive, secure electronic access to ADP Application Program(s) that will (i) assist Client in screening its job applicants for WOTC eligibility and (ii) allow Client's job applicants to upload and provide certain eligibility and or supporting documentation direct to ADP during their completion of the WOTC pre-screening questionnaire.
- 14.12.1.2** ADP will submit the following to the applicable governmental agencies on Client's behalf: (i) those completed WOTC forms for eligible employees that are timely received by ADP; and (ii) any applicable eligibility and/or supporting documentation for such eligible employees received by ADP, but only if and to the extent such eligible employees submitted the same directly to ADP through the ADP Application Program while completing the WOTC pre-screening questionnaire as part of Client's job application/recruiting process. For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, ADP will not be required to respond to, forward to or notify Client about, or otherwise process or handle any need or document follow-up requests, denials, or other similar correspondence received by ADP on Client's behalf from any governmental agency in connection with the ADP Workforce Now Tax Credit Services (WOTC).
- 14.12.1.3** ADP will calculate the applicable WOTC tax credit amounts based upon eligible wages of eligible employees as reported to ADP by or on behalf of Client.
- 14.12.1.4** ADP will provide Client with one or more reports summarizing the WOTC tax credits realized by Client in connection with the ADP Workforce Now Tax Credit Services (WOTC).

14.12.2 Client Obligations.

- 14.12.2.1** Client acknowledges that WOTC is a voluntary program, and job applicants are not required to complete the WOTC screen as a condition to job application or employment. Client further acknowledges that participating job applicants who agree to complete the screening must be screened for eligibility on or before the day the applicant is offered employment. Client is solely responsible for causing its participating job applicants to screen for WOTC eligibility on or before the day the applicant is offered employment with Client.
- 14.12.2.2** Client will provide its job applicants with secure electronic access to the applicable ADP Application Program(s) made available by ADP to enable the screening of such job applicants for WOTC eligibility. Client will use and access (and cause its job applicants and employees to use and access) the ADP Workforce Now Tax Credit Services (WOTC) and related ADP Application Program(s) solely from and within the United States unless ADP otherwise consents in writing in its sole discretion.
- 14.12.2.3** Client will assist its job applicants and employees, as applicable, in completing all required WOTC forms.
- 14.12.2.4** To the extent necessary or appropriate for the proper provision of the ADP Workforce Now Tax Credit Services (WOTC), Client will: (i) cooperate with ADP upon request; (ii) timely provide ADP with all requested data, information and documentation; (iii) timely execute and deliver all documents, instruments and forms required by ADP in connection with procuring qualification for any tax credits for Client under the WOTC program for the duration of the ADP Workforce Now Tax Credit Services (WOTC) and any applicable post-termination period described herein; and (iv) use the ADP Workforce Now Tax Credit Services (WOTC) in accordance with all reasonable instructions and policies established and communicated by ADP from time to time. In furtherance of and not in limitation of the foregoing, Client will: (v) upon ADP's request, timely execute and deliver to ADP appropriate powers of attorney in favor of ADP (and/or ADP's designated employees) or similar instruments as required by applicable governmental agencies or authorities; (vi) provide all required forms to ADP for submission to the applicable governmental agencies on behalf of Client promptly upon hiring an eligible applicant; and (vii) ensure that ADP receives all required payroll and other applicable data for Client's eligible employees.

- 14.12.3 Electronic Signature Feature.** ADP may, in its discretion as a prerequisite to Client's receipt and continued use of the WOTC services, offer Client and/or its job applicants the E-Signature Feature to digitally or electronically sign documents relating to WOTC. Client will cooperate with ADP as reasonably requested to implement and utilize the E-Signature Feature (including, providing one or more duly authorized Client signatures for use). ADP may, at any time upon notice to Client, terminate, suspend or limit the E-Signature Feature.

14.12.4 Post-Termination Services and Fees. Client acknowledges that it may receive WOTC certifications from governmental agencies subsequent to the termination or expiration of the Agreement and/or the ADP Workforce Now Tax Credit Services (WOTC). Unless the Agreement and/or ADP Workforce Now Tax Credit Services (WOTC) are terminated by ADP for cause, ADP agrees to provide Client access to the applicable ADP system or portal for a one (1) year period following the termination or expiration of the Agreement and/or ADP Workforce Now Tax Credit Services (WOTC) for the sole purpose of allowing Client to obtain information regarding such WOTC certifications received post-termination by ADP on Client's behalf. Upon expiration of such one (1) year post-termination period, ADP will have no further obligation to make any WOTC certification information, or any other information, available to Client in connection with the ADP Workforce Now Tax Credit Services (WOTC). Client is not authorized to, and represents and agrees that it will not, utilize any ADP Application Program or other ADP system or portal to screen job applicants for WOTC eligibility post-termination. Further, Client acknowledges and agrees that, notwithstanding anything to the contrary contained herein, following any termination or expiration of the Agreement and/or the ADP Workforce Now Tax Credit Services (WOTC), Client will be solely responsible (to the exclusion of ADP) for calculating applicable WOTC tax credit amounts. Client will pay ADP, via direct debit or another method agreed to by ADP in its sole discretion, a one-time administration fee in the amount of \$150.00 for the post-termination services described in this paragraph. Any such post-termination services provided by ADP will be subject to the terms and conditions of the Agreement as if the Agreement had not terminated or expired.

14.12.5 Disclaimer. ADP does not guarantee that any tax credits or other savings or benefits will be obtained by Client as a result of the ADP Workforce Now Tax Credit Services (WOTC). Further, ADP is not a tax preparer and is not responsible or liable for Client's federal, state or local tax returns.

14.13 Essential ACA Services. The following terms shall apply to Essential ACA Services.

14.13.1 Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

14.13.2 Client ACA Liaison. Client shall designate in writing to ADP the name of one person who shall serve as the Client ACA Liaison for Essential ACA), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

14.13.3 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.13.4 Important Tax Information (IRS Disclosure): Notwithstanding Client's engagement of ADP to provide Essential ACA , please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.13.5 Additional Requirements. Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

14.14 ADP Marketplace and Use of ADP APIs.

14.14.1 Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.14.2 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.14.3 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.15 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

14.15.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.16 ADP Compliance on Demand. The following additional terms and conditions apply to ADP Compliance on Demand:

14.16.1 Compliance Assistance. Client may have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

14.17 Comprehensive Learning Library (myLearning@ADP). The following additional terms and condition shall apply to the Comprehensive Learning Library:

14.17.1 Party Content Uploaded to myLearning@ADP. Except for content created or licensed by ADP for Client's use, the Client is solely responsible for any content uploaded, used, copied, installed or enabled (collectively, "Client-Uploaded Material") on myLearning@ADP. The Client shall not submit any Client-Uploaded Material that is: (a) libelous, defamatory, obscene, threatening, abusive, illegal or otherwise objectionable, or (b) protected by copyright, trademark, trade secret, or other proprietary right without a valid license from the owner of such copyright, trademark, trade secret, or other proprietary right. The Client is singularly responsible for obtaining and maintaining all licenses and any other necessary rights (contractual or otherwise) for any Client-Uploaded Material.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix : ADP Comprehensive Services - Service Definition

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, webbased payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
Implementation		
Implementation – Project Manager	The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.	The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN.
Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner	<p>The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation.</p> <p>The ADP Relationship Manager/HR Business Partner:</p> <ul style="list-style-type: none"> • Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting. • Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality. • Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits. <p>Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.</p>	The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.

Services	Service Specifics	Roles and Responsibilities
Implementation		
<p>Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable)</p>	<p>Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") including the following:</p> <ul style="list-style-type: none"> • Implementation of all outsourcing services listed in this Statement of Service. • Scheduling and planning all implementation meetings. • Coordinating the collection of implementation service questionnaires. • Setting-up the Module(s) based on Client's requirements. • Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP. <p>ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones.</p> <p>ADP will set-up the HR & Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.</p>	<p>Client is responsible for (i) accurately completing and providing questionnaires to ADP's implementation team in a timely manner; (ii) providing all HR corporate group information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure WFN and/or incorporate into administrative practices; (iv) providing all payroll data; (v) providing any documents and materials needed to complete employee access set-up; (vi) providing all plan participant and enrollment data in a predefined format required by ADP; (vii) reviewing all information in the Module(s) for accuracy; and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services.</p> <p>Client is responsible for maintaining system configuration of and data related to all HR-related information (e.g., salary structures, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assign Client its implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure all requirements are understood and will assist in the transition to service.</p>
<p>Interfaces - ADP Carrier Connection</p>	<p>If Client purchases Comprehensive HR and/or Comprehensive Payroll, either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services. Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.</p>	<p>Client shall promptly deliver to ADP any Client Content required by ADP to set-up standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data in the carrier's system. No third party agreements with Client's carriers should be required.</p> <p>With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.</p>

Services	Service Specifics	Roles and Responsibilities
Implementation		
Interfaces - Payroll Interfaces, Custom Interfaces	<p>Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client. The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development. An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces.</p>	<p>ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties. ADP's ability to transmit Client Content is dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.</p>
ADP Personnel – Roles and Responsibilities		
ADP Relationship Manager/HR Business Partner	<p>Each Client is assigned one (1) ADP Relationship Manager/HR Business Partner, no matter which Services Client has purchased. The ADP Relationship Manager/HR Business Partner actively communicates with Client and acts as the primary contact between ADP and Client to ensure the delivery of services and resolution of issues.</p>	<p>The Relationship Manager/HR Business Partner strengthens the connection with clients through proactive service and consultation. The Relationship Manager/HR Business Partner aligns with executives and key stakeholders in the Client's organization to understand business goals and objectives. They consult with the client to align the right services and help create efficiencies through ADP technology solutions. The Relationship Manager/HR Business Partner conducts executive meetings to share updates on key initiatives and maintain alignment to changes in the Client's business. Additionally, the Relationship Manager/HR Business Partner proactively identifies HR needs and coordinates the delivery of HR services. This includes consultation and best practices to help Client maintain compliance with applicable federal, state and local employment laws. The Relationship Manager/HR Business Partner coordinates HR services, such as Employee Training, HR Policies and Procedures, Job Descriptions and guidance for resolving employee relations issues.</p>

Services	Service Specifics	Roles and Responsibilities
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a toll free number with Client identification and issue routing via telephony.	ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm, Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
My Life Advisor	<p>Access to a toll free number for use by employees and managers for:</p> <ul style="list-style-type: none"> • General self-service and payroll inquiries • General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected • Benefit call support when WFN Comprehensive Benefits is elected <p>As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to:</p> <ul style="list-style-type: none"> • Employee personal information • Employee pay information and issues • Vacation, holiday, and leave of absence information • Hours of work and overtime information • Benefit Participant Information when WFN Comprehensive Benefits is elected <p>Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&T's language line for an additional fee charged back to Client on a pay per usage basis.</p>	<p>As a prerequisite to use of My Life Advisors, Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) onsite employee selfservice/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications.</p> <p>ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.</p>

Services	Service Specifics	Roles and Responsibilities
Payroll and Tax Administration		
Payroll and Tax	<p>ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax PlusSM, Full Service Direct Deposit or TotalPay® banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier.</p> <p>Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.</p>	ADP processes payroll and files and deposits appropriate federal, state and local taxes. Client must review and approve final payments.
Time and Attendance Feed to Payroll	Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).	ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to a format that is compatible with ADP's feed.
Checks and Direct Deposit	ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).	Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).
Wage Garnishment Processing Services (WGPS)	ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.	<p>Client provides employee liens and withholding information to ADP. ADP processes employee deductions for liens, wage garnishments and court ordered support and disburses payments to third parties as appropriate.</p> <p>The following shall only apply if Client is not purchasing Comprehensive Payroll Services: Client is responsible for lien interpretation. Client is responsible for all compliance with agency notification requirements; replies to garnishment notices received; notices of employee terminations and all other required written responses. Client must provide minimum of two (2) weeks' notice prior to processing of any special pays to accommodate any garnishment requirements.</p>
HR, Payroll and Benefits Reporting	Comprehensive standard and analytical reports cover HR, payroll, and benefits data.	ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.
GL Interface	ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.	
Paid Time Off (PTO)	Access to systems to track employees' paid time off.	Client is responsible for leave administration unless Total Absence Management is purchased as an optional service.
Non-Paid Persons	Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.	

Services	Service Specifics	Roles and Responsibilities
State Unemployment Insurance (SUI) Administration		
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components. Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity. Client hearing and appeals not included in base services.	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.
Training and Development		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Compliance Support		
Compliance Newsletters <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Compliance Newsletters.	
Alerts <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Alerts and e-mails.	
Online Compliance Resources	Access to law summaries, best practices, sample forms and sample policies.	

Comprehensive HR Services Definitions

The following supplements the Comprehensive Services Definitions and applies to the extent that Client purchases Comprehensive HR Services.

Services	Service Specifics	Roles and Responsibilities
Recruitment and Selection		
Job Descriptions	Access to sample job descriptions, resources, and guides Access to an ADP specialist who provides support and guidance on: <ul style="list-style-type: none"> • Developing new job descriptions • Reviewing job descriptions 	Client is responsible for determining Fair Labor Standards Act (FLSA) exempt or non-exempt status.
Benchmark Pay Scales	Service that allows Client to have access to a compensation evaluation tool.	ADP will provide Client with the tools to conduct compensation analysis for open positions.
Employee Relations		
Employee Handbook and Policies <i>Note: ADP Comprehensive HR services do not include legal advice or guidance.</i>	ADP will provide specialists and tools to assist the client with the creation of a customized employee handbook.	
Employee Assistance Program (EAP)	Access to the EAP service that provides confidential assistance for employees and their dependents for issues such as family problems, substance abuse, legal problems, etc.	
Employee Perks	Employee access to a wide range of discounts on premium-brand products and services.	
New Hire Welcome Kit	New Hire Welcome Kits are made available to Client employees detailing the employee services and perks provided by Client through ADP. The welcome kits are available electronically via WFN.	ADP provides Electronic Welcome Kits via WFN.
Workplace Safety and Labor Law Compliance		
Labor Law Compliance Posters	Provides Client with suitable Federal and State Labor Law Compliance posters for Client's worksites.	Client will receive updated posters as laws and posting requirements change.
Training		
Self-Paced Online Web-Based Training	Online access to ADP self-paced, web-based training library content.	Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership/ performance and will be available to employees, managers, practitioners and administrators
Comprehensive HR Support Team		
HR Consultants	Access to HR Consultants to provide industry best practices from recruitment to retirement.	
Payroll Consultants	Access to Payroll Consultants to provide industry best practices.	

Services	Service Specifics	Roles and Responsibilities
Risk and Safety Specialists	Access to Risk and Safety Specialists to provide support on OSHA industry standards and record keeping requirements, and guidance on the development of health and safety programs.	
Benefits Support		
Open Enrollment Support (In the event Client does not receive ADP Comprehensive Benefits services)	Access to HR module to maintain benefit plan and enrollment information.	HR Consultants assist Client in using the HR module for maintaining benefit plan information and reporting. My Life Advisors assists Client employees in using self-service to make benefit enrollment elections.

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Comprehensive Benefit Services Definitions

The following supplements the Comprehensive Services Definitions and applies to the extent that Client purchases Comprehensive Benefit Services.

Services	Service Specifics	Roles and Responsibilities
Implementation		
Implementation	<p>Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)")</p> <p>Implementation of the HR & Benefits module requires a minimum of ninety (90) days from the implementation kickoff meeting.</p>	<p>ADP will implement Employee Access including set-up of employee rights, plan information, forms and links to other web sites, and create Open Enrollment and new hire profiles and user IDs and passwords.</p> <p>ADP will organize an official launch of the Comprehensive Benefits services and technology with Client and its employees, which will include assistance with development of promotional and communications materials as well as provide a guidance letter instructing employees how to use the self-service component of Employee Access.</p> <p>ADP will set-up ADP standard provider export connections (i.e., medical, dental, vision carrier/administrator) at no additional charge. The fee for development of custom connections is priced based on the complexity of the development or report, as applicable.</p> <p>Prior to the implementation kickoff meeting, Client shall be responsible for (i) providing ADP with all pertinent analysis and data as may be required by ADP and (ii) assembling a dedicated team of Client employees and fully commit personnel resources to such implementation. Failure to meet these requirements may impact the date upon which Client may access the Services.</p>
Comprehensive Benefits Services		
Open Enrollment	<p>Annual Enrollment services assist Client with administering and managing its annual Open Enrollment. Open Enrollment services include a number of major aspects of the Open Enrollment process beginning with a planning meeting and ending with a post Annual Enrollment review. ADP processes the enrollment in accordance with benefit plan provisions.</p> <p>The annual Open Enrollment period will be established at least forty-five (45) days prior to the start of the Open Enrollment window. Client may have a maximum of one (1) two-week Open Enrollment window per year at no charge. Any extension of such window or additional Open Enrollment period(s) required by Client will be subject to additional fees. Client's eligible employees should use webbased on-line enrollment (Employee Access) for Open Enrollment. Additional fees may apply if a substantial percentage of employees do not used web-based on-line enrollment.</p> <p>The number of different eligibility groups may not exceed ten (10). Confirmation Statements will be provided via ADP's online employee self-service tool.</p>	<p>Client must (i) complete the Open Enrollment questionnaires, benefit plan set up and rate documents/templates/tools within a specified time period, which will be at least thirty (30) days prior to start of Open Enrollment period; (ii) validate and sign off on all new plan requirements and system updates; and (iii) provide administrative guidance on various matters, including Client's plan and/or policy rules, plan documents, employee benefit materials/communications and interpretation thereof. Client will be responsible for all charges related to travel for Open Enrollment planning meetings. ADP shall establish a two-week Open Enrollment period. ADP shall maintain information regarding Client's corporate structure (e.g., divisions, locations, classes, departments), benefit plans within the Module and Employee Access based upon information gathered from Client regarding changes to initial configuration or new configuration requirements to support Open Enrollment or a new plan year.</p>

Services	Service Specifics	Roles and Responsibilities
		ADP shall (i) provide Open Enrollment support through Employee Access or telephone enrollments; (ii) make available online Open Enrollment Confirmation Statements or generate paper statements upon request; (iii) coordinate Evidence of Insurability (EOI) process with carriers for life and disability coverages; (iv) electronically transmit Annual Enrollment files to benefit providers that accept eligibility in an electronic format and reconciliation of error reports; and (v) electronically transmit Annual Enrollment information to Client's payroll system.
Comprehensive Benefits Services		
Enrollment Services	Enrollment Services assist Client in administering and managing day-to-day benefit enrollments, life events and associated administrative activities. ADP processes the enrollment in accordance with benefit plan provisions. Paper enrollment is not supported. If this is required by Client, it may be available via ADP or third party for an additional fee based on the scope of the services required. Confirmation Statements will be provided via ADP's online employee self-service tool. Client's eligible employees should use webbased on-line enrollment (Employee Access) for Open Enrollment. Additional fees may apply if a substantial percentage of employees do not use web-based on-line enrollment. The number of different eligibility groups shall not exceed ten (10).	Client shall update and maintain employee indicative data and shall provide administrative guidance/interpretation of plan rules, business policies and related plan documents, materials and communications as needed to administer the plan. Client is responsible for postage, printing and fulfillment charges associated with any of the above activities or with any custom requirement or request. ADP shall answer employee inquiries related to enrollment or eligibility based on Client defined rules. Additionally, ADP shall (i) review and process all enrollment requests submitted via Employee Access; (ii) electronically transmit eligibility and/or enrollment information to benefit providers that accept eligibility information in an electronic format; (iii) review and reconcile error reports received from providers that receive eligibility data electronically; (iv) provide access to the Module's standard and analytical reporting tools to meet ad-hoc or scheduled reporting requirements; (v) make online confirmation statements available; (vi) electronically transmit information to Client's payroll system (e.g., benefit deductions, employee demographic data, etc.) on a schedule to be jointly determined by Client and ADP; and (vii) make available documentation necessary for Client's employees to coordinate Evidence of Insurability (EOI) process with carriers for life and disability coverages.
Vendor Invoicing	Vendor Invoicing assists Client with generating and reconciling invoices from benefit provider(s) and includes list bill or self-billing arrangements with the benefit provider(s). Vendor Invoicing provides Client (i) a streamlined process for determining the amount to remit to benefit providers; (ii) an accounting of all adjustments and/or discrepancies; and (iii) an audit process that accounts for all adjustments and/or discrepancies. Services are provided in ADP's standard invoice format and a presentation and training is provided to Client regarding the process and Client tools involved in this process. Pricing for this service is based on up to ten (10) selfbills and/or six (6) list bills. Client can request more for an additional fee. Cost allocation requirements or premium reporting requirements would be covered as a custom deliverable for an additional fee.	Client shall (i) review monthly consolidated bill and validate payment amount; (ii) provide all carrier specific invoice payment schedules; (iii) pay monthly carrier invoices; and (vi) provide administrative guidance required by ADP. Additionally, Client shall provide ADP with necessary billing contacts at provider and authorize provider to deliver billing data in electronic format to ADP on Client's behalf and make available any ad hoc query or reporting tools related to premium billing, remittance and/or accounts receivable. ADP shall (i) reconcile ADP generated premium invoices to insurance provider list bills for providers that are not self-billed; (ii) generate monthly consolidated bill as a recap/summary of premiums due to the providers; and (iii) provide online access to all HR & Benefit provider invoices for reference or download.

Gulf Coast Transit District

12-01-2022

Sean Middleton
BCBS (Blue Cross Blue Shield)
abc
abc

Dear abc:

Please be advised that as of the EFFECTIVE DATE _____, Gulf Coast Transit District has elected to outsource selected Benefits Administration functions to ADP. This letter authorizes you to work directly with ADP representatives and to provide employee specific information upon request.

Under this outsourcing arrangement, ADP will be responsible for the following:

1. **Carrier Updates:** Gulf Coast Transit District employees will have the ability to manage their benefits via Employee Self Service and/or by calling the ADP MyLife Advisors.
 - **Employee Self Service:** Employees will enroll in benefits through ADP via the ADP web-based self-service. ESS is available to the employees at any time and can be accessed from personal and/or work computers.
 - **Enrollment Services:** ADP MyLife Advisors are available to take calls from Gulf Coast Transit District associates regarding Benefit self-service support, understanding the enrollment process, and questions about their paycheck.
2. **Invoice Reconciliation Services:** Gulf Coast Transit District has engaged ADP to reconcile monthly invoices. Gulf Coast Transit District will continue to be responsible for remitting carrier payments for billing reconciliation.

ADP will be contacting you to request the following items on Gulf Coast Transit District behalf:

1. The distribution of this letter to all internal parties at **BCBS (Blue Cross Blue Shield)** to whom ADP will need to contact.
2. Instructions and login credentials to the carrier site for ADP specialists who will update eligibility and reconcile monthly invoices.
3. The implementation of electronic file(s) that include(s) employee/dependent enrollments and demographic information. Please provide a carrier contact that ADP can partner with to establish a secure data feed.
4. Copies of Summary Plan Descriptions, rate sheets, and any other employee facing documentation.

Carrier Website User Authorization

If authority from the employer group is required to set up User Rights to the carrier/vendor's website, **please accept this letter as authorization.** The following ADP Service Team members will need site access established to review employee enrollments and download monthly invoices with enrollment details for invoice reconciliation.

Sincerely,

Gulf Coast Transit District

12-01-2022

Sean Middleton
Guardian
abc
abc

Dear abc:

Please be advised that as of the EFFECTIVE DATE _____, Gulf Coast Transit District has elected to outsource selected Benefits Administration functions to ADP. This letter authorizes you to work directly with ADP representatives and to provide employee specific information upon request.

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2. Instructions and login credentials to the carrier site for ADP specialists who will update eligibility and reconcile monthly invoices.
3. The implementation of electronic file(s) that include(s) employee/dependent enrollments and demographic information. Please provide a carrier contact that ADP can partner with to establish a secure data feed.
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Sincerely,

Gulf Coast Transit District

12-01-2022

Sean Middleton
Aetna
abc
abc

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2. **Invoice Reconciliation Services:** Gulf Coast Transit District has engaged ADP to reconcile monthly invoices. Gulf Coast Transit District will continue to be responsible for remitting carrier payments for billing reconciliation.

ADP will be contacting you to request the following items on Gulf Coast Transit District behalf:

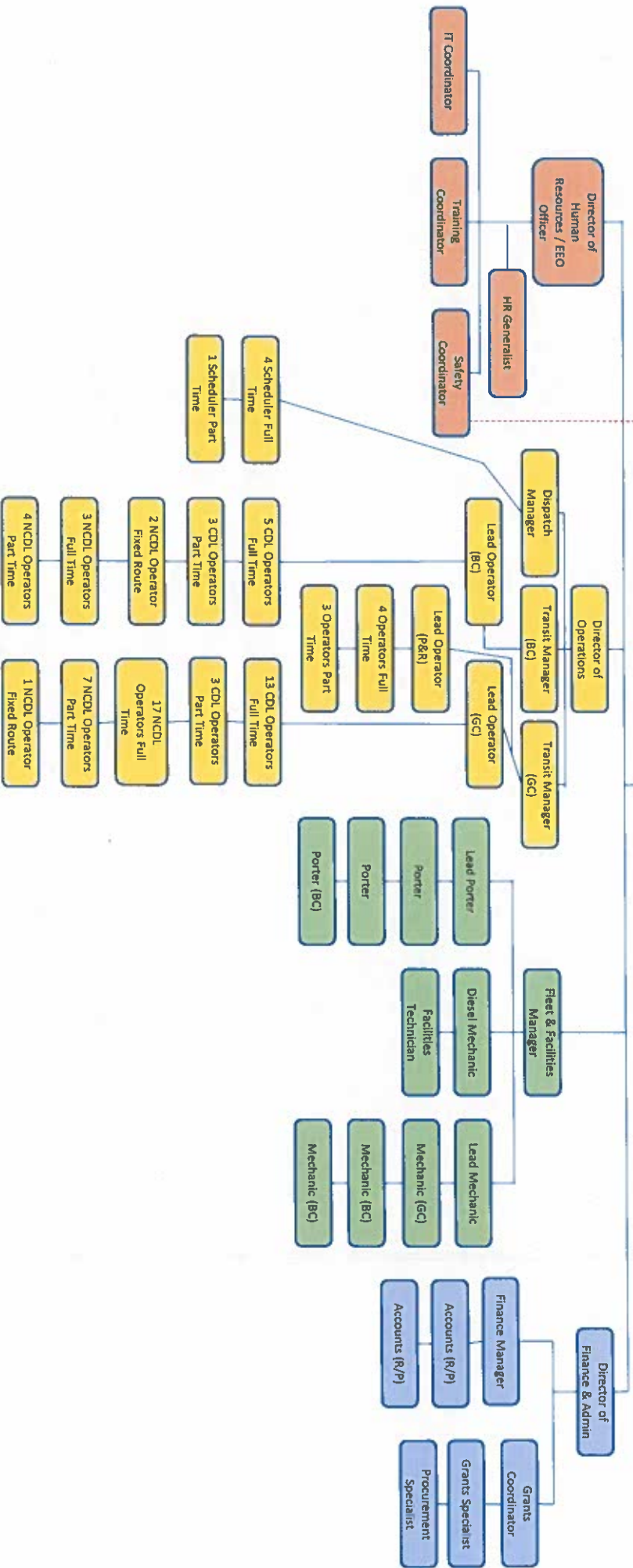
1. The distribution of this letter to all internal parties at Aetna to whom ADP will need to contact.
2. Instructions and login credentials to the carrier site for ADP specialists who will update eligibility and reconcile monthly invoices.
3. The implementation of electronic file(s) that include(s) employee/dependent enrollments and demographic information. Please provide a carrier contact that ADP can partner with to establish a secure data feed.
4. Copies of Summary Plan Descriptions, rate sheets, and any other employee facing documentation.

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Sincerely,

Current Organizational Structure



Proposed Organizational Structure Change

