



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____
PAGE 1 OF 13
DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF A TICKET CORPORATE CLIENT AGREEMENT
BETWEEN TARRANT COUNTY AND FLIXBUS, INC. TO PURCHASE
REFUNDABLE BUS TICKETS FOR TRAVEL EXPENDITURES RELATED
TO COURT WITNESSES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Ticket Corporate Client Agreement between Tarrant County and FlixBus, Inc. (Agency) for travel expenditures related to court witnesses.

BACKGROUND

FlixBus, Inc. contracts with licensed motor carriers to provide transportation to its customers. The Criminal District Attorney's (CDA) Office requires witnesses to attend trial and other settings connected to criminal cases that are being prosecuted in Tarrant County. With the intention of getting witnesses to Tarrant County for testimony, the CDA is often required to purchase tickets for travel.

This Agreement will allow for greater flexibility in booking as all tickets purchased will be refundable, preventing the County from losing money in the event of cancellations.

With approval, as required by the Agency, the CDA's Office will be able to purchase refundable bus tickets allowing for greater flexibility in booking.

The term of this agreement is from October 15, 2024 through October 15, 2025. The Agreement may renew for up to two (2) additional one (1) year terms with the required notice provided to the Agency.

The Criminal District Attorney's Office has approved this Agreement as to form.

FISCAL IMPACT

The fiscal impact is not known as tickets will be purchased on an as-needed basis; however, there is a non-refundable Agency Fee of \$14.25 and a service fee of \$3.99 per ticket on Bookings made under the County's Agency Number, which is subject to change, and the County will be notified in the event of a change.

The fees will be expensed from account 585021 witness travel/10000-2025 general fund/4510300000 CDA Cost Center.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil



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SUBMITTED BY

Criminal District Attorney

PREPARED BY:

Polly Maxwell

APPROVED BY:

Mark Kratovil

Ticket Corporate Client Agreement

THIS TICKET SELLING AGREEMENT ("**Agreement**") is made effective as of October 15, 2024 by and between Tarrant County, Texas a governmental entity organized under the laws of the state of Texas with its principal place of business located at 1500 S. Main St., Fort Worth, TX 76104 (the "**County**"), with the agency number assigned as (Agency Number will be assigned once the agreement is executed) _____ (the "**Agency No.**") and **FlixBus, Inc.**, with its principal place of business located at 9773 Harry Hines Blvd, Dallas, TX 75220, along with its subsidiaries and affiliates, including Greyhound ("**FlixBus**"). FlixBus and the County may be referred to collectively as "**Parties**" or individually as a "**Party**."

Object of the Agreement

FlixBus contracts with licensed motor carriers to operate schedules sold by FlixBus. The ticket sales ("**Bookings**") are made on a platform hosted at the domain www.flixbus.com ("**Platform**"). Upon execution of this agreement, access to the booking portal to purchase tickets on a commercial account will be granted at <https://portal.agency.flixbus.com/login> County desires to open a ticket purchase account with FlixBus to request Bookings to be made via FlixBus' Commercial Sales Office ("**CSO**") or by utilizing the customer self-service ordering process, managed by the CSO, pursuant to the terms below.

1. Engagement

The County is hereby authorized to request Bookings via CSO or to make and complete Bookings on the customer self-service Platform by itself (the "**Services**"), in accordance with the setup specified in **Annex A** and with the guidelines, and instructions governing this agreement with FlixBus provided to the County herein (the "**Terms & Conditions for Purchase**"). The County hereby accepts such appointment. The Terms & Conditions for travelers can be located at <https://www.greyhound.com/greyhound-terms-and-conditions-of-travel>. Travelers may wish to review these conditions ("**Terms and Conditions For Travel**") and note they may be modified occasionally.

- 1.1. The County will have the possibility to choose in **Annex A** if a Purchase Order Number shall be required when requesting or making Bookings via the Platform.
- 1.2. The County shall provide and shall be responsible for its own administrative and other requirements in connection with the performance of the Agreement and its obligations hereunder including its accounting, tax reporting (such as collection of sales tax and remit such tax to the applicable tax authorities).
- 1.3. The County must make or request Bookings exclusively under the assigned Agency No. and shall treat the login credentials and other information provided by FlixBus as confidential.
- 1.4. The County shall be responsible and liable for all Bookings made under its Agency No. or otherwise made by or on behalf of the County.
- 1.5. Any changes to the Agreement will be done by amendment agreed upon by both Parties.

2. Obligations of the County

The County agrees:

- 2.1. The County agrees and understands that when placing an order, the person placing that order must be an authorized user as identified in **Annex B** and be prepared to provide the agency number along with their first and last name, to insure account security. FlixBus has no way of verifying the identity of the caller beyond verifying the above information and validating that the person placing the order is an authorized account user. The Client Company is liable for all phone orders.
- 2.2. The County agrees to appoint at least two (2) persons within the County's organization (the "**Users**") and provide the relevant required information in **Annex B**. The Users will be associated to the County's account in

FlixBus' systems and will be entitled to receive instructions on Bookings, as well as request a change of the County's Account. The County shall remain responsible for the observance and performance of the Agreement, shall ensure the compliance by the Users and shall be directly liable to FlixBus for any breach by its Users of any of the obligations in this Agreement.

2.3. If the County does not utilize CSO or a Flixbus-approved and configured API ordering process, it is strongly encouraged to avail themselves of the Flixbus self-service ordering portal ("**self-service Bookings**"), accessible at <https://portal.agency.flixbus.com/login>. This streamlined and efficient process allows immediate booking and ticket delivery to the County. CSO will provide training on use of the self-service ordering portal.

- In the event of issues, assistance through the Commercial Sales Office is available to complete the booking on behalf of the County during CSO hours of operation (effective 7/1/2024 M-F 7a-7p and Sat 9a-5p central time)
- County agrees to use this portal in good faith to book and purchase tickets exclusively for their use and not to book and purchase tickets for resale to a third party.
- County understands that tickets booked through the portal will be charged for in accordance with their billing account type and those charges will appear on their monthly settlement statement.

2.4. In case of self-service Bookings, to inform FlixBus / CSO of any special requests or specific needs related to the travelling passengers (including, without limitation, disability, and luggage) after finalizing the Booking. In case of Bookings made via CSO, to provide any special passenger need while requesting the Booking.

2.5. The County agrees to maintain current and valid registrations, licenses, and/or permits as required by local, state and federal law to legitimately conduct business in accordance with the appropriate statuses.

2.6. The County agrees to always process personal data in accordance with applicable law.

2.7. The County agrees to inform FlixBus immediately in writing about any changes of the County's good standing under any applicable laws and regulations and any changes of its corporate form or address.

2.8. The County agrees to provide FlixBus with all requested documents in support of the Services provided on behalf of FlixBus and keep and maintain records of its activities and Bookings pursuant to this Agreement.

3. Representations, Warranties and Covenants of the County

The County represents, warrants, and covenants to FlixBus that:

3.1. The County's representative signing this agreement has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

3.2. When executed and delivered by both FlixBus and the County, this Agreement will constitute the legal, valid and binding obligation of both parties, enforceable in accordance with the terms and conditions set forth within.

3.3. The County is in compliance with all laws, rules and regulations applicable to this Agreement and the operation of its business and shall at all times comply with all laws, rules and regulations, and at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the performance of its obligations under this Agreement.

4. Obligations of FlixBus

4.1. FlixBus agrees to provide the County with the necessary login credentials for the Platform and to provide support to the County in connection with or incidental to the Services.

4.2. In providing the services required by this Agreement, FlixBus must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. FlixBus shall be responsible for ensuring its compliance with any laws and regulations

applicable to its business, including maintaining any necessary licenses and permits.

5. Rights of FlixBus

FlixBus reserves the right in its sole discretion to provide special offers to customers and to exclusively or non-exclusively promote or otherwise sell transportation services to customers through any other distribution channels.

6. Trademarks

This Agreement does not grant either Party the right to use the other Party's or their affiliates' trademarks except as set out herein as necessary to perform the Services. Nothing herein shall grant any rights to use or ownership to the County for any intellectual property of FlixBus.

7. Accounting and Payment

7.1. FlixBus will charge a **non-refundable** Agency Fee of \$14.25 and a Service fee (The Platform Fee) of \$3.99 USD on Bookings made under the County's Agency No. The Platform Fee is subject to change and County will be notified in the event of a change. The County will **not** be charged cancellation fees.

7.2. Unless otherwise indicated, the fare class available to customers of the Commercial Sales Office is Flex fare. Tickets purchased under this fare class are refundable for up to 60 days from the date of purchase, minus the initial service charges. No cancellation fee will be charged to cancel, provided the request is made within 60 days from the purchase date.

7.3. **The County is responsible for requesting a cancellation of unused tickets. Flixbus will NOT automatically cancel and credit unused tickets. ("Cancellation").** A Cancellation is made when the request is for a Booking that is no longer needed and that has not been used. Such request can be performed via phone or e-mail, and it must include the Booking Number of all affected Bookings. The County is entitled to request Cancellations only for Bookings originally made under their Agency Number. Cancellations will appear as credits with the appropriate identifying information listed in the Booking Report. FlixBus is not responsible for lost, stolen or destroyed Bookings and their documents (ticket, receipt).

7.4. FlixBus will account for the Gross Sales Revenues for the Bookings by the County on a monthly basis and shall provide a list of all Bookings generated by the Agency No. of the County. **"Gross Sales Revenue"** means the rate applied to the County for each Booking, including any applicable sales tax, service fee, booking fees or other ancillary fees and net of any discount.

7.5. FlixBus will provide the County with access to FlixBus' Agency Portal (the **"Agency Portal"**). In the Portal, FlixBus will maintain a detailed list of all Bookings performed under the County's Agency No. (the **"Booking Report"**).

7.6. FlixBus will send and provide to the County access via email notification to a monthly statement of account via e-mail to the County following the end of each month (the **"Settlement Statement"**). The Settlement Statement (will be available in FlixBus' Agency Portal and will set forth the total sales revenues accounted for in a calendar month, plus the settlement amount (the **"Settlement Amount"**). If a Booking is refunded after the sales revenue for such Booking has been accounted, FlixBus shall be entitled to settle the corresponding amounts in the next settlement cycle.

- The County will also gain access to a sales report, which contains transactional detail to support the charges on the Settlement Statement.

7.7. Notification will be sent via email only to the person listed on **Annex B** as the billing contact. Notifications should be received within three (3) business days from end of billing cycle. The County must indicate its preferred method of remitting payment to FlixBus in the registration form, choosing from the following options. Payment is due by County of the total Settlement Amount within thirty (30) days after receipt of the Settlement Statement.

Short-paid Settlement Statements are not acceptable. Any concerns communicated to FlixBus via the CSO will be addressed and dispositioned immediately and if necessary, proper credit issued on the next invoice.

- A) **Charge Account / Bank Transfer or Bank Check:** The County will pay the Settlement Amount via bank transfer to the FlixBus bank account provided by FlixBus, or by mailing a bank check to the address provided.
- B) **Credit Card Charge:** If the County elects to make ticket purchases via stored credit card, it is understood their credit card will be charged for each transaction. At the completion of the transaction, the County will receive a receipt (labeled as an Invoice) for the credit card transaction along with the ticket information. Monthly, the County will have access to a Booking Report summarizing the transactions completed for the previous month.

7.8. The balance of any amounts due shall be deemed to be satisfied and finally settled unless the County objects in good faith to such transaction by communicating to FlixBus via the CSO within 30 days after receipt of the Settlement Statement.

7.9. If any portion of the Settlement Amount is past due for more than 30 days, FlixBus at their discretion may terminate this Agreement or place the account on hold until such time as the arrears is corrected. The County shall pay FlixBus interest on all overdue payments at the statutory interest rate set forth in Texas Government Code Sec. 2251.025. As required by Texas Government Code Sec. 2251.043, the County shall reimburse FlixBus for its reasonable attorney fees if FlixBus is the prevailing party in a formal administrative or judicial action against the County to collect an invoice payment or interest that is due.

7.10. A complete and accurate Internal Revenue Service Form W-9 and a Registration Form must be completed by the County and the County may not utilize any Services until it has provided a complete and accurate form W-9.

8. Term of the Agreement; Termination

8.1. The term of this Agreement shall begin on **October 15, 2024** and shall continue for a period of one (1) years from the Effective Date (the "Term"). Thereafter, the County may renew the Agreement for up to two (2) additional one-year terms by providing FlixBus with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term.

8.2. Either Party may terminate the Agreement **without cause** upon 30 days' advance written notice to the other Party.

8.3. Either Party may terminate the Agreement **for cause**, effective immediately upon written notice to the other Party. "**Cause**" shall include failure to remit any monies due or any other breach of this Agreement which is not cured within 5 days of notice. Notice may not be provided prior to termination for failure to pay according to Flixbus payment terms, but attempts will be made to inform County in advance if this becomes necessary.

8.4. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, including without limitation, the payment obligations of the County, which shall survive until all payments due to FlixBus have been paid in full.

9. Independent Contractor Status

The Parties accept that this Agreement in no way creates an independent contractor relationship or an employment relationship. As such, neither the County nor FlixBus will have the right to direct or control the day-to-day work or the terms and conditions of employment of the other Party's employees. Neither Party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts, or liabilities for the other.

10. Severability

If any provision of this Agreement is or becomes ineffective or invalid, this shall not impair the effectiveness of the remaining provisions. The ineffective or invalid provision shall be replaced by mutual consent with an effective provision which comes closest to the commercial purpose intended by the ineffective or invalid provision.

11. Entire Agreement; Amendment

The Agreement (including each item incorporated by reference) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof. Any amendment or modification of this Agreement shall be effective if it is in writing and signed by both Parties. Terms and Conditions for travelers are published at <https://www.greyhound.com/greyhound-terms-and-conditions-of-travel>, and may be modified occasionally without notice.

12. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of Texas without reference to its conflict of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be filed in a court of competent jurisdiction in Tarrant County, Texas.

13. Notice

Any notice under this Agreement shall be in writing and delivered by United States Certified Mail, Return Receipt Requested, postage prepaid or email with receipt confirmation. Such notice shall be deemed to have been received three (3) days after deposited in the United States Mail.

14. Force Majeure.

Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, pandemics, fires or acts of God.

15. Assignment.

Any rights and/or obligations arising from this Agreement may be assigned or transferred (including by operation of law) wholly or partly to third parties by the County only with the prior written consent of each party which consent shall be at each party's discretion. If either party is sold or otherwise undergoes a change of control, the rights and obligations arising from this Agreement shall not pass to the acquirer unless and until each party provides written consent, which consent shall be at each party's discretion. Failure to obtain each party's written agreement may render the agreement null and void, at the discretion of the Flixbus, and necessitate a new agreement for service.

16. Code of Conduct

County and its agents agree to become acquainted with FlixBus' Code of Conduct and in good faith conduct themselves in accordance with the code, which may be found at the link below. This code may be amended occasionally: <https://global.flixbus.com/company/partners/code-of-conduct>.

17. Data Ownership, Confidentiality and Privacy.

Each Party will protect, and ensure that its employees, representatives, and agents protect confidential information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction or publication thereof. **"Confidential Information"** shall include the terms of this Agreement along with all information related to the Bookings, customers and potential customers.

Any external communications, including those for public relations are subject to the approval of both Parties prior to disclosure. All appropriate requests for disclosure must therefore be approved without exceptions by both Parties' public relations departments in advance. The Parties agrees to notify the other immediately if it becomes aware of any unauthorized disclosure or use of the Confidential Information.

18. Sovereign Immunity.

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

19. Texas Government Code Chapter 552 ("Texas Public Information Act" or "TPIA").

The County advises FlixBus that the County is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. FlixBus's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose FlixBus information that may be subject to an exception from disclosure, County will (i) promptly notify FlixBus of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

20. Chapters 2271, 2252, and 2274 Texas Government Code Verification.

20.1. Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, FlixBus verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

20.2. Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, FlixBus warrants and represents that: (1) neither FlixBus nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither FlixBus nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither FlixBus nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. FlixBus further represents and warrants that neither FlixBus nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

20.3. Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), FlixBus verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th

Legislature, S.B. 13) and means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

20.4. Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), FlixBus verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

21. Federal Debarred Vendor.

No products or services utilizing Federal funds may be procured from contractors that are listed (debarred or otherwise suspended) on System for Award Management (SAM) formerly known as the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2 CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. County reserves the right to terminate this Agreement if FlixBus is found to be suspended, ineligible or debarred as outlined herein.

22. Form 1295 Certificate of Interested Parties.

FlixBus acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as **Annex D** is a full and true copy of said filed form.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the date noted herein.

FLIX BUS, INC.

TARRANT COUNTY

By: _____

By: _____

Name: _____

Name: Tim O'Hare

Title: _____

Title: County Judge

Date: _____

Date: _____

APPROVED AS TO FORM:

James Marwin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF
AVAILABLE FUNDS: \$ N/A

Kimberly M. Buchanan
Tarrant County Auditor

ANNEX A
County Account Setup

1. Bookings

Please select the preferred option or options.

☐ Bookings for the County will be made by the County directly using the Flix supplied Customer Portal with support from the CSO staff if necessary.

☐ Bookings for the County will be made for/by the County directly using a combination of the Flix supplied Customer Portal or by the CSO performing these Bookings on behalf of the County at the request of the County

☐ Bookings for the County will be made on behalf of the County via a third-party Interface. Further discussion may be needed to implement and once resolved, may require completion of **Annex C** (not included here)

☐ Bookings for the County will be made via Flixbus supplied API

2. Purchase Order Number

☐ County desires a Purchase Order Number when booking tickets. The option to enter a PO number will be offered at the end of the booking and is the responsibility of The County to provide.

Purchase order number is alphanumeric and can be up to 15 characters.

3. Remittance Method

☐ Charge Account / Bank Transfer

☐ Charge Account / Payment by check.

☐ Credit Card, card charged with each transaction.

ANNEX B
County Contact and User Setup

Persons authorized to make changes to the account are:

First Name	
Last Name	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Billing contact: This contact will receive Invoice notification via email.

Name	
Surname	
Phone	
Email:	

Additional persons to be added to the County account as Authorized Users
If more are needed, please copy this format onto an additional sheet.

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1218771

Date Filed:
09/24/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FlixBus, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Not Provided

Ticket Purchase Account for Intercity Bus Bookings

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Flix North America Inc.	Dallas, TX United States	X	
	Boysan, Kai	Dallas, TX United States	X	
	Macdonald, Scott	Wilton, CT United States	X	
	James, Bristow	Dallas, TX United States	X	
	Nair, Swetha	San Diego, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is James Bristow, and my date of birth is 12/31/78.

My address is 3528 Bryn Mawr (street), Dallas (city), TX (state), 75225 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24th day of September, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Consideration of a Ticket Corporate Client Agreement between Tarrant County and Flixbus, Inc.
to Purchase Refundable Bus Tickets for Travel Expenditures Related to Court Witnesses

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge

Ticket Corporate Client Agreement

THIS TICKET SELLING AGREEMENT (“**Agreement**”) is made effective as of October 15, 2024 by and between Tarrant County, Texas a governmental entity organized under the laws of the state of Texas with its principal place of business located at 1500 S. Main St., Fort Worth, TX 76104 (the “**County**”), with the agency number assigned as (Agency Number will be assigned once the agreement is executed) _____ (the “**Agency No.**”) and **FlixBus, Inc.**, with its principal place of business located at 9773 Harry Hines Blvd, Dallas, TX 75220, along with its subsidiaries and affiliates, including Greyhound (“**FlixBus**”). FlixBus and the County may be referred to collectively as “**Parties**” or individually as a “**Party**.”

Object of the Agreement

FlixBus contracts with licensed motor carriers to operate schedules sold by FlixBus. The ticket sales (“**Bookings**”) are made on a platform hosted at the domain www.flixbus.com (“**Platform**”). Upon execution of this agreement, access to the booking portal to purchase tickets on a commercial account will be granted at <https://portal.agency.flixbus.com/login> County desires to open a ticket purchase account with FlixBus to request Bookings to be made via FlixBus’ Commercial Sales Office (“**CSO**”) or by utilizing the customer self-service ordering process, managed by the CSO, pursuant to the terms below.

1. Engagement

The County is hereby authorized to request Bookings via CSO or to make and complete Bookings on the customer self-service Platform by itself (the “**Services**”), in accordance with the setup specified in **Annex A** and with the guidelines, and instructions governing this agreement with FlixBus provided to the County herein (the “**Terms & Conditions for Purchase**”). The County hereby accepts such appointment. The Terms & Conditions for travelers can be located at <https://www.greyhound.com/greyhound-terms-and-conditions-of-travel>. Travelers may wish to review these conditions (“Terms and Conditions For Travel”) and note they may be modified occasionally.

- 1.1. The County will have the possibility to choose in **Annex A** if a Purchase Order Number shall be required when requesting or making Bookings via the Platform.
- 1.2. The County shall provide and shall be responsible for its own administrative and other requirements in connection with the performance of the Agreement and its obligations hereunder including its accounting, tax reporting (such as collection of sales tax and remit such tax to the applicable tax authorities).
- 1.3. The County must make or request Bookings exclusively under the assigned Agency No. and shall treat the login credentials and other information provided by FlixBus as confidential.
- 1.4. The County shall be responsible and liable for all Bookings made under its Agency No. or otherwise made by or on behalf of the County.
- 1.5. Any changes to the Agreement will be done by amendment agreed upon by both Parties.

2. Obligations of the County

The County agrees:

- 2.1. The County agrees and understands that when placing an order, the person placing that order must be an authorized user as identified in **Annex B** and be prepared to provide the agency number along with their first and last name, to insure account security. FlixBus has no way of verifying the identity of the caller beyond verifying the above information and validating that the person placing the order is an authorized account user. The Client Company is liable for all phone orders.
- 2.2. The County agrees to appoint at least two (2) persons within the County’s organization (the “**Users**”) and provide the relevant required information in **Annex B**. The Users will be associated to the County’s account in

FlixBus' systems and will be entitled to receive instructions on Bookings, as well as request a change of the County's Account. The County shall remain responsible for the observance and performance of the Agreement, shall ensure the compliance by the Users and shall be directly liable to FlixBus for any breach by its Users of any of the obligations in this Agreement.

2.3. If the County does not utilize CSO or a Flixbus-approved and configured API ordering process, it is strongly encouraged to avail themselves of the Flixbus self-service ordering portal ("**self-service Bookings**"), accessible at <https://portal.agency.flixbus.com/login>. This streamlined and efficient process allows immediate booking and ticket delivery to the County. CSO will provide training on use of the self-service ordering portal.

- In the event of issues, assistance through the Commercial Sales Office is available to complete the booking on behalf of the County during CSO hours of operation (effective 7/1/2024 M-F 7a-7p and Sat 9a-5p central time)
- County agrees to use this portal in good faith to book and purchase tickets exclusively for their use and not to book and purchase tickets for resale to a third party.
- County understands that tickets booked through the portal will be charged for in accordance with their billing account type and those charges will appear on their monthly settlement statement.

2.4. In case of self-service Bookings, to inform FlixBus / CSO of any special requests or specific needs related to the travelling passengers (including, without limitation, disability, and luggage) after finalizing the Booking. In case of Bookings made via CSO, to provide any special passenger need while requesting the Booking.

2.5. The County agrees to maintain current and valid registrations, licenses, and/or permits as required by local, state and federal law to legitimately conduct business in accordance with the appropriate statuses.

2.6. The County agrees to always process personal data in accordance with applicable law.

2.7. The County agrees to inform FlixBus immediately in writing about any changes of the County's good standing under any applicable laws and regulations and any changes of its corporate form or address.

2.8. The County agrees to provide FlixBus with all requested documents in support of the Services provided on behalf of FlixBus and keep and maintain records of its activities and Bookings pursuant to this Agreement.

3. Representations, Warranties and Covenants of the County

The County represents, warrants, and covenants to FlixBus that:

3.1. The County's representative signing this agreement has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

3.2. When executed and delivered by both FlixBus and the County, this Agreement will constitute the legal, valid and binding obligation of both parties, enforceable in accordance with the terms and conditions set forth within.

3.3. The County is in compliance with all laws, rules and regulations applicable to this Agreement and the operation of its business and shall at all times comply with all laws, rules and regulations, and at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the performance of its obligations under this Agreement.

4. Obligations of FlixBus

4.1. FlixBus agrees to provide the County with the necessary login credentials for the Platform and to provide support to the County in connection with or incidental to the Services.

4.2. In providing the services required by this Agreement, FlixBus must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. FlixBus shall be responsible for ensuring its compliance with any laws and regulations

applicable to its business, including maintaining any necessary licenses and permits.

5. Rights of FlixBus

FlixBus reserves the right in its sole discretion to provide special offers to customers and to exclusively or non-exclusively promote or otherwise sell transportation services to customers through any other distribution channels.

6. Trademarks

This Agreement does not grant either Party the right to use the other Party's or their affiliates' trademarks except as set out herein as necessary to perform the Services. Nothing herein shall grant any rights to use or ownership to the County for any intellectual property of FlixBus.

7. Accounting and Payment

7.1. FlixBus will charge a **non-refundable** Agency Fee of \$14.25 and a Service fee (The Platform Fee) of \$3.99 USD on Bookings made under the County's Agency No. The Platform Fee is subject to change and County will be notified in the event of a change. The County will **not** be charged cancellation fees.

7.2. Unless otherwise indicated, the fare class available to customers of the Commercial Sales Office is Flex fare. Tickets purchased under this fare class are refundable for up to 60 days from the date of purchase, minus the initial service charges. No cancellation fee will be charged to cancel, provided the request is made within 60 days from the purchase date.

7.3. **The County is responsible for requesting a cancellation of unused tickets. Flixbus will NOT automatically cancel and credit unused tickets. ("Cancellation").** A Cancellation is made when the request is for a Booking that is no longer needed and that has not been used. Such request can be performed via phone or e-mail, and it must include the Booking Number of all affected Bookings. The County is entitled to request Cancellations only for Bookings originally made under their Agency Number. Cancellations will appear as credits with the appropriate identifying information listed in the Booking Report. FlixBus is not responsible for lost, stolen or destroyed Bookings and their documents (ticket, receipt).

7.4. FlixBus will account for the Gross Sales Revenues for the Bookings by the County on a monthly basis and shall provide a list of all Bookings generated by the Agency No. of the County. **"Gross Sales Revenue"** means the rate applied to the County for each Booking, including any applicable sales tax, service fee, booking fees or other ancillary fees and net of any discount.

7.5. FlixBus will provide the County with access to FlixBus' Agency Portal (the **"Agency Portal"**). In the Portal, FlixBus will maintain a detailed list of all Bookings performed under the County's Agency No. (the **"Booking Report"**).

7.6. FlixBus will send and provide to the County access via email notification to a monthly statement of account via e-mail to the County following the end of each month (the **"Settlement Statement"**). The Settlement Statement (will be available in FlixBus' Agency Portal and will set forth the total sales revenues accounted for in a calendar month, plus the settlement amount (the **"Settlement Amount"**). If a Booking is refunded after the sales revenue for such Booking has been accounted, FlixBus shall be entitled to settle the corresponding amounts in the next settlement cycle.

- The County will also gain access to a sales report, which contains transactional detail to support the charges on the Settlement Statement.

7.7. Notification will be sent via email only to the person listed on **Annex B** as the billing contact. Notifications should be received within three (3) business days from end of billing cycle. The County must indicate its preferred method of remitting payment to FlixBus in the registration form, choosing from the following options. Payment is due by County of the total Settlement Amount within thirty (30) days after receipt of the Settlement Statement.

Short-paid Settlement Statements are not acceptable. Any concerns communicated to Flixbus via the CSO will be addressed and dispositioned immediately and if necessary, proper credit issued on the next invoice.

- A) **Charge Account / Bank Transfer or Bank Check:** The County will pay the Settlement Amount via bank transfer to the FlixBus bank account provided by FlixBus, or by mailing a bank check to the address provided.
- B) **Credit Card Charge:** If the County elects to make ticket purchases via stored credit card, it is understood their credit card will be charged for each transaction. At the completion of the transaction, the County will receive a receipt (labeled as an Invoice) for the credit card transaction along with the ticket information. Monthly, the County will have access to a Booking Report summarizing the transactions completed for the previous month.

7.8. The balance of any amounts due shall be deemed to be satisfied and finally settled unless the County objects in good faith to such transaction by communicating to FlixBus via the CSO within 30 days after receipt of the Settlement Statement.

7.9. If any portion of the Settlement Amount is past due for more than 30 days, FlixBus at their discretion may terminate this Agreement or place the account on hold until such time as the arrears is corrected. The County shall pay FlixBus interest on all overdue payments at the statutory interest rate set forth in Texas Government Code Sec. 2251.025. As required by Texas Government Code Sec. 2251.043, the County shall reimburse FlixBus for its reasonable attorney fees if FlixBus is the prevailing party in a formal administrative or judicial action against the County to collect an invoice payment or interest that is due.

7.10. A complete and accurate Internal Revenue Service Form W-9 and a Registration Form must be completed by the County and the County may not utilize any Services until it has provided a complete and accurate form W-9.

8. Term of the Agreement; Termination

8.1. The term of this Agreement shall begin on **October 15, 2024** and shall continue for a period of one (1) years from the Effective Date (the "Term"). Thereafter, the County may renew the Agreement for up to two (2) additional one-year terms by providing FlixBus with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term.

8.2. Either Party may terminate the Agreement **without cause** upon 30 days' advance written notice to the other Party.

8.3. Either Party may terminate the Agreement **for cause**, effective immediately upon written notice to the other Party. "**Cause**" shall include failure to remit any monies due or any other breach of this Agreement which is not cured within 5 days of notice. Notice may not be provided prior to termination for failure to pay according to Flixbus payment terms, but attempts will be made to inform County in advance if this becomes necessary.

8.4. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, including without limitation, the payment obligations of the County, which shall survive until all payments due to FlixBus have been paid in full.

9. Independent Contractor Status

The Parties accept that this Agreement in no way creates an independent contractor relationship or an employment relationship. As such, neither the County nor FlixBus will have the right to direct or control the day-to-day work or the terms and conditions of employment of the other Party's employees. Neither Party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts, or liabilities for the other.

10. Severability

If any provision of this Agreement is or becomes ineffective or invalid, this shall not impair the effectiveness of the remaining provisions. The ineffective or invalid provision shall be replaced by mutual consent with an effective provision which comes closest to the commercial purpose intended by the ineffective or invalid provision.

11. Entire Agreement; Amendment

The Agreement (including each item incorporated by reference) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof. Any amendment or modification of this Agreement shall be effective if it is in writing and signed by both Parties. Terms and Conditions for travelers are published at <https://www.greyhound.com/greyhound-terms-and-conditions-of-travel>, and may be modified occasionally without notice.

12. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of Texas without reference to its conflict of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be filed in a court of competent jurisdiction in Tarrant County, Texas.

13. Notice

Any notice under this Agreement shall be in writing and delivered by United States Certified Mail, Return Receipt Requested, postage prepaid or email with receipt confirmation. Such notice shall be deemed to have been received three (3) days after deposited in the United States Mail.

14. Force Majeure.

Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, pandemics, fires or acts of God.

15. Assignment.

Any rights and/or obligations arising from this Agreement may be assigned or transferred (including by operation of law) wholly or partly to third parties by the County only with the prior written consent of each party which consent shall be at each party's discretion. If either party is sold or otherwise undergoes a change of control, the rights and obligations arising from this Agreement shall not pass to the acquirer unless and until each party provides written consent, which consent shall be at each party's discretion. Failure to obtain each party's written agreement may render the agreement null and void, at the discretion of the Flixbus, and necessitate a new agreement for service.

16. Code of Conduct

County and its agents agree to become acquainted with FlixBus' Code of Conduct and in good faith conduct themselves in accordance with the code, which may be found at the link below. This code may be amended occasionally: <https://global.flixbus.com/company/partners/code-of-conduct>.

17. Data Ownership, Confidentiality and Privacy.

Each Party will protect, and ensure that its employees, representatives, and agents protect confidential information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction or publication thereof. “**Confidential Information**” shall include the terms of this Agreement along with all information related to the Bookings, customers and potential customers.

Any external communications, including those for public relations are subject to the approval of both Parties prior to disclosure. All appropriate requests for disclosure must therefore be approved without exceptions by both Parties’ public relations departments in advance. The Parties agrees to notify the other immediately if it becomes aware of any unauthorized disclosure or use of the Confidential Information.

18. Sovereign Immunity.

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY’S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

19. Texas Government Code Chapter 552 (“Texas Public Information Act” or “TPIA”).

The County advises FlixBus that the County is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act (“TPIA”) request. FlixBus’s trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the County to disclose FlixBus information that may be subject to an exception from disclosure, County will (i) promptly notify FlixBus of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General’s office seeking a determination as to whether such information may be withheld.

20. Chapters 2271, 2252, and 2274 Texas Government Code Verification.

20.1. Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, FlixBus verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.

20.2. Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, FlixBus warrants and represents that: (1) neither FlixBus nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither FlixBus nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither FlixBus nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. FlixBus further represents and warrants that neither FlixBus nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.

20.3. Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), FlixBus verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) (added by 87th

Legislature, S.B. 13) and means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

20.4. Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), FlixBus verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

21. Federal Debarred Vendor.

No products or services utilizing Federal funds may be procured from contractors that are listed (debarred or otherwise suspended) on System for Award Management (SAM) formerly known as the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2 CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. County reserves the right to terminate this Agreement if FlixBus is found to be suspended, ineligible or debarred as outlined herein.

22. Form 1295 Certificate of Interested Parties.

FlixBus acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as **Annex D** is a full and true copy of said filed form.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the date noted herein.

FLIX BUS, INC.

TARRANT COUNTY

By: _____

By: _____

Name: _____

Name: Tim O'Hare

Title: _____

Title: County Judge

Date: _____

Date: _____

APPROVED AS TO FORM:

James Marwin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

ANNEX A
County Account Setup

1. Bookings

Please select the preferred option or options.

☐ Bookings for the County will be made by the County directly using the Flix supplied Customer Portal with support from the CSO staff if necessary.

☐ Bookings for the County will be made for/by the County directly using a combination of the Flix supplied Customer Portal or by the CSO performing these Bookings on behalf of the County at the request of the County

☐ Bookings for the County will be made on behalf of the County via a third-party Interface. Further discussion may be needed to implement and once resolved, may require completion of **Annex C** (not included here)

☐ Bookings for the County will be made via Flixbus supplied API

2. Purchase Order Number

☐ County desires a Purchase Order Number when booking tickets. The option to enter a PO number will be offered at the end of the booking and is the responsibility of The County to provide.

Purchase order number is alphanumeric and can be up to 15 characters.

3. Remittance Method

☐ Charge Account / Bank Transfer

☐ Charge Account / Payment by check.

☐ Credit Card, card charged with each transaction.

ANNEX B
County Contact and User Setup

Persons authorized to make changes to the account are:

First Name	
Last Name	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Billing contact: This contact will receive Invoice notification via email.

Name	
Surname	
Phone	
Email:	

Additional persons to be added to the County account as Authorized Users

If more are needed, please copy this format onto an additional sheet.

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

Name	
Surname	
Phone	
Email:	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FlixBus, Inc.
Dallas, TX United States

Certificate Number:
2024-1218771

Date Filed:
09/24/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Not Provided
Ticket Purchase Account for Intercity Bus Bookings

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Flix North America Inc.	Dallas, TX United States	X	
	Boysan, Kai	Dallas, TX United States	X	
	Macdonald, Scott	Wilton, CT United States	X	
	James, Bristow	Dallas, TX United States	X	
	Nair, Swetha	San Diego, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is James Bristow, and my date of birth is 12/31/78.

My address is 3528 Bryn Mawr (street), Dallas (city), TX (state), 75225 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24th day of September, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)