



Board of Directors Regular Meeting

March 26, 2020 | 10:00 a.m.

To be held by Video Conference

NOTICE IS HEREBY GIVEN that the members of the DCTA Board of Directors will be meeting via video conference link and the meeting will be made available to the public at the following web address:

<https://meet662935157.adobeconnect.com/dctaboard/>

CALL TO ORDER

BRIEF ORIENTATION TO NAVIGATING THE VIDEO CONFERENCE LINK

PLEDGE OF ALLEGIANCE TO US AND TEXAS FLAGS

INVOCATION

WELCOME AND INTRODUCTION OF VISITORS

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the Board of Directors on any agenda items or other matters relating to the DCTA. Anyone wishing to address the Board of Directors should complete a Citizen Comment Registration Card and submit it to the DCTA Administration prior to the start of the Board of Director meeting. There is a three (3) minute time limit for each citizen. Anyone wishing to speak shall be courteous and cordial. The Board of Directors is not permitted to take action on any subject raised by a speaker during Citizen Comments. However, the Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

CONSENT AGENDA

1. Consider Approval of February 27, 2020 Minutes

Action Item

Presenter: Dianne Costa, Highland Village, Board Chair

Item Summary: Approval of the February 27, 2020 meeting minutes will be requested.

Backup Information: Consent Item 1: February 27, 2020 Minutes

2. Consider Approval of Monthly Financial Statements for February 2020

Action Item

Presenter: Marisa Perry, CFO/VP of Finance

Item Summary: Board approval will be requested of the following items:

- o Financial Statements for February 2020
- o Capital Projects Budget Report for February 2020

Backup Information: Memo: Monthly Financial Statements for February 2020

Exhibit 1: Monthly Financials – February 2020

Exhibit 2: Capital Projects Budget Report – February 2020



INFORMATIONAL REPORTS

1. Monthly Financial Reports

Item Summary: DCTA staff will answer questions of the Board regarding updates on financial items.

Backup Information: Memo 1: Monthly Sales Tax Receipts
Exhibit 1: FY20 Monthly Sales Tax Report
Memo 2: Monthly Mobility-as-a-Service Update
Memo 3: Budget Information

2. Social Service Agency Round Table Recap Report

Item Summary: DCTA staff will answer questions of the Board regarding the February 2020 Social Service Agency Round Table Recap Report.

Backup Information: Exhibit 1: Social Service Agency Round Table Recap Report (February 2020)

3. Highland Village Connect Shuttle and Enhanced Lyft Subsidy Program Cost Comparison

Item Summary: At the February Board Meeting, staff presented information on the Highland Village Connect Shuttle and the Board approved discontinuing the Highland Village Connect Shuttle and enhancing the existing Lyft Subsidy Program. The enhancements included increasing the subsidy from \$10 to \$13 and adding Saturday service. During the discussion, the Board requested additional information comparing the cost per trip for each service.

Backup Information: Memo: Highland Village Connect Shuttle and Enhanced Lyft Subsidy Program Cost Comparison

4. Transformation Initiative Update

Item Summary: DCTA staff will answer questions of the Board regarding the Transformation Initiative Update.

Backup Information: Memo: Transformation Initiative Update

REGULAR AGENDA

1. Coronavirus (COVID-19) Response Update Regarding DCTA Operations Service Modifications & Staffing

Discussion Item

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: DCTA Staff will provide and update on Coronavirus (COVID-19) regarding DCTA operations and staffing and the ever-changing environment on issues and the Agency's response during this health emergency.

Backup Information: A presentation with up-to-date information will be shared during the meeting.

2. **Consider Resolution R20-03 Electing a Secretary to the DCTA Board of Directors**

Action Item

Presenter: Dianne Costa, Highland Village, Board Chair
Item Summary: DCTA Staff will recommend the Board of Directors conducted an election for the vacant Secretary position of the Board of Directors and approve Resolution R20-03 Electing a Secretary to the DCTA Board of Directors.
Backup Information: Memo: Consider Resolution R20-03 Electing a Secretary to the DCTA Board of Directors
Exhibit 1: Resolution R20-03 Electing a Secretary to the DCTA Board of Directors

3. **Discuss North Central Texas College (NCTC) Contracted Service Agreement**

Discussion Item

Presenter: Nicole Recker, VP of Marketing and Administration
Item Summary: Staff will provide an update on the NCTC contract, which has an approaching expiration date, and discuss options for next steps
Backup Information: Memo: Discuss North Central Texas College (NCTC) Contracted Service Agreement
Exhibit 1: December 2019 NCTC Contract Amendment
Exhibit 2: NCTC Parent Contract
Exhibit 3: NCTC Campus Shuttle Map

4. **Discuss City of McKinney Interlocal Agreement Providing Service to the McKinney Urban Transit District (MUTD)**

Discussion Item

Presenter: Lindsey Baker, Director of Strategic Partnerships
Item Summary: Staff will provide an update on the City of McKinney Interlocal Agreement, which has an approaching expiration date, and discuss options for next steps.
Backup Information: Memo: Discuss Six-Month Extension of City of McKinney Interlocal Agreement Providing Service to the McKinney Urban Transit District (MUTD)
Exhibit 1: City of McKinney Original ILA
Exhibit 2: City of McKinney ILA Extension
Exhibit 3: Map of MUTD Service Area

5. **Consider Approval of Task Order 12 with Lyft for Contract 17-03 On-Demand Rideshare Services for University of North Texas (UNT) Late Night Ride Service**

Action Item

Presenter: Nicole Recker, VP of Marketing and Administration

Item Summary: Approval of task order for Lyft program to provide a supplemental late-night service for eligible students, faculty and staff at the University of North Texas in Denton.

Backup Information: Memo: Consider the Approval of Task Order 12 with Lyft for Contract 17-03 On-Demand Rideshare Services for University of North Texas (UNT) Late Night Ride Service
Exhibit 1: Task Order 12 with Lyft
Exhibit 2: Agreement with UNT for Transportation Services

6. **Consider Award of RFP 20-04 for Public Relations Software Services**

Action Item

Presenter: Nicole Recker, VP of Marketing and Administration

Item Summary: RFP 20-04 continues DCTA's existing Public Relations Software Services. These services provide a turnkey solution for DCTA to target and engage with local and national media outlets, and appropriately measure coverage and engagement. Staff recommends award to Cision and requests authorization for the CEO to execute the contract for a three-year term with two, one-year extensions.

Backup Information: Memo: Consider Award of RFP 20-04 for Public Relations Software Services
Exhibit 1: Evaluation Consensus
Exhibit 2: Request for Proposal Package
Exhibit 3: Cision Proposal
Exhibit 4: Cision Overview Handout

7. **Consider Approval of Chevrolet Auto Parts Contract**

Action Item

Presenter: Athena Forrester, Assistant VP Regulatory Compliance

Item Summary: Staff is recommending approval of RFB 20-06 Chevrolet Titan Bus Parts to Creative Bus Sales and request authorization for the CEO to execute a contract for one year.

Backup Information: Memo: Consider Approval of Chevrolet Auto Parts Contract
Exhibit 1: Items to Be Awarded
Exhibit 2: Request for Bid Package
Exhibit 3: Creative Bus Bid

8. Comptroller Sales Tax Proposed Rule Changes and Budgetary Implications

Discussion Item

Presenter: Marisa Perry, CFO/VP of Finance
Item Summary: Staff will provide an overview of the Comptroller's proposed rule changes.
Backup Information: Exhibit 1: Legislative Summary from Texas Municipal League
Exhibit 2: Editorial Opinion from Texas Comptroller

9. Budget Process Strategic Direction

Discussion Item

Presenter: Raymond Suarez, CEO
Item Summary: Staff will discuss the proposed direction of the agency in preparation for the start of the FY21 budget process. Staff will review the budget calendar and provide a general overview.
Backup Information: Exhibit 1: FY21 Proposed Budget Calendar

10. Hydrogen Ecosystem Initiative Update

Information Item

Presenter: Raymond Suarez, CEO
Item Summary: Staff will provide an update on the Hydrogen Ecosystem Initiative, including the status of FTA grant application opportunities.
Backup Information: Memo: Hydrogen Ecosystem Initiative Update
Exhibit 1: Project Executive Summary, FTA Low-No Emissions Grant
Exhibit 2: FTA Notice of Funding Opportunity, Low or No Emissions Grant Program
Exhibit 3: FTA Notice of Funding Opportunity, Grants for Buses and Bus Facilities Program

11. Discussion of Local & Regional Transportation and Legislative Issues

Information Item

Presenters: Dianne Costa, Highland Village, Board Chair
Raymond Suarez, CEO
Kristina Holcomb, Deputy CEO
Item Summary: The Board Chair and staff will provide an update on local and regional transportation initiatives and discuss state and federal legislative issues.
Backup Information: N/A

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

Staff will discuss proposed future agenda items. Board members may request an informational item or action item to be added to the next Board meeting agenda.

Backup Information: Exhibit 1: Board Agenda Outlook as of 03.20.2020



REPORT ON ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Section 551.0415 the Board of Directors may report on following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming DCTA and Member City events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

ADJOURN

Board Members:

Dianne Costa, Highland Village, *Chair*
TJ Gilmore, Lewisville, *Vice Chair*
Cesar Molina, Denton County Seat 1
Sam Burke, Denton County Seat 2
Chris Watts, Denton

Non-Voting Board Members:

Mark Miller, Ron Trees, Connie White, Carter Wilson, Tom Winterburn, Joe Perez

Staff Liaison:

Raymond Suarez, CEO

The Denton County Transportation Authority meeting rooms are wheelchair accessible. Access to the building and special parking are available at the main entrance. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by emailing bpedron@dcta.net or calling Brandy Pedron at 972.221.4600.

This notice was posted on 3/20/2020 at 3:05 PM.



Brandy Pedron, Executive Administrator | FOIA Requests



Board of Directors Meeting Minutes for:

February 27, 2020

Board of Directors Regular Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Regular Meeting of the Board of Directors with Dianne Costa, Vice Chair presiding on February 27, 2020 at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057.

Attendance

Voting Members

Dianne Costa, Chair, Highland Village
TJ Gilmore, Vice Chair, Lewisville
Paul Cristina, Alternate Denton County (left
at 1:11 pm)
Shannon Joski, Alternate Denton County
(took seat at 1:11pm)
Sam Burke, Denton County #2

Non-voting Members

Tom Winterburn, Corinth
Mark Miller, Flower Mound
Carter Wilson, Frisco
Connie White, Small Cities
Joe Perez, The Colony
Ron Trees, Little Elm

Legal Counsel

Joe Gorfida, NJDHS

Guest Speakers

Christoff Spieler, Huitt-Zollars
David Campbell, Huitt-Zollars
Kate Kuhlman, HillCo
Rick Dennis, HillCo
Jennifer Ripka, Weaver & Tidwell
Kristen Derryberry, Weaver & Tidwell

DCTA Executive Staff

Raymond Suarez, Chief Executive Officer
Kristina Holcomb, Deputy Chief Executive Officer
Marisa Perry, Chief Financial Officer/Vice President
of Finance
Nicole Recker, Vice President of Marketing and
Administration
Michelle Bloomer, Vice President of Operations

Other DCTA Staff Attendees

Lindsey Baker, Director of Strategic Partnerships
Athena Forrester, Assistant Vice President of
Regulatory Compliance/DBE Liaison
Amber Karkauskas, Controller
Ann Boulden, Director of Capital Development
Tim Palermo, Senior Regional Planner
Amanda Riddle, Senior Manager of Budget
Sarah Martinez, Director of Procurement
Whitney Trayler, Grants Manager
Brandy Pedron, Executive Administrator

Public Attendees

Claire Powell, Lewisville Alternate
Blaine Crimmins, The Colony Alternate
Stan Nixon, UNT Assistant Director, Transit and
Special Projects
Peggy Hinkle-Wolf, DRC
Brandi Bird, Bird Advocacy & Consulting (at 12:46 pm)
Jim Owen
Andrew Ittigson, AECOM
Joe Gilbert

CALL TO ORDER: *Chair Costa called the meeting to order and announced the presence of a quorum at 10:02 am.*

CONVENE EXECUTIVE SESSION – *Board Vice Chair Gilmore moved to table this closed session item at this time. The motion was seconded Paul Cristina. Motion to table the item passed unanimously by the Board with no abstentions.*

RECONVENE OPEN SESSION – *The Board did not convene into closed session*

PLEDGE OF ALLEGIANCE – *led by Chair Costa*

INVOCATOIN – *led by Chair Costa*

WELCOME AND INTRODUCTION OF VISITORS – *No introductions made at this time.*

GUEST PRESENTER – *Christoff Spieler, PE, LEED AP, Director of Planning for Huitt-Zollars, gave a presentation to the Board of Directors regarding US Transit and Economic Development.*

RECOGNITION OF SERVICE – *Chair Costa and Raymond Suarez, CEO recognized Allen Harris for his seven years of service to the DCTA Board of Directors and Michael Savoie for his two years of service to the DCTA Board of Directors. Chair Costa also made mention that Randall Chrisman is no longer on the DCTA Board. He has been replaced with Cesar Molina who will be joining us for the March board meeting.*

GUEST PRESENTER – *Lindsey Baker, Director of Strategic Partnerships, introduced Kate Kuhlman and Rick Dennis with HillCo. Kuhlman and Dennis gave an introductory overview of HillCo's services to DCTA a brief update on legislature.*

PUBLIC COMMENT – *Public attendee, Joe Gilbert, made a public comment to the Board regarding bus routes, schedules, drivers passing people at the bus stops or not showing up at the stops.*

[Board Chair Costa made a motion to recess the meeting for short break at 11:59 pm. The time of recess expired, and the meeting resumed at 12:06 pm.]

GUEST PRESENTER – *Amber Karkauskas introduced Jennifer Ripka, Partner, Weaver and Tidwell, LLP to the Board. Jennifer Ripka presented the Preliminary FY2019 Audit Report and Comprehensive Annual Financial Report (CAFR) to the Board.*

CONSENT AGENDA

1. Approval of January 23, 2020 Minutes *with editorial corrections*
2. Approval of Monthly Financial Statements for January 2020
 - *A Motion to approve the Consent Agenda item 1 and 2 was made by Sam Burke. The motion was seconded by Paul Cristina. Motion passed unanimously by the Board with no abstentions.*

INFORMATIONAL REPORTS – *The following information reports were presented to the Board in the Board Packets for review. No inquires of these items were made at this time.*

1. Monthly Financial Reports for January 2020
2. Citizens' Advisory Team Meeting Recap Report
3. Transformation Initiative Update

REGULAR AGENDA

1. Presentation of Audit Report for Fiscal Year End 09/30/2019 by Weaver & Tidwell, LLP and Consider Approval of the FY2019 Financial Statements and Supplementary Information – *Maris Perry, CFO/VP of Finance, introduced Jennifer Ripka, Partner Weaver and Tidwell, LLP. Ripka presented the Board with the FY2019 audit report and gave a presentation on the Comprehensive Annual Financial Report.*
 - *A Motion to approve the FY2019 financial statements and supplementary information was made by Sam Burke. The motion was seconded by Vice Chair Gilmore. Motion passed unanimously by the Board with no abstentions.*
2. Consider Resolution R20-02 Approving FY 2020 Operating Budget Revision Number 2020-02 – *Amanda Riddle, Senior Manager of Budget, presented Resolution R20-02 for FY2020 Operating Budget Revision number 2020-02. The items included in this revision are as follows: (1) The transfer of the Procurement Specialist position from the NTMC operating budget, where it was originally budgeted, into the DCTA operating budget. After a \$60,065 reduction to the NTMC budget, the overall budget impact (DCTA + NTMC combined) of \$1,551 is covered by savings identified in the professional services budget, making the overall net budget impact of zero for this item. (2) Increase of \$69,211 for legal fees related to the Locke Lord contract approved by the Board on December 5, 2019. (3) Increase of \$20,724 for the Transfer Out to fund the NTMC operating budget related to corresponding Budget Revision Number 2020-N001 (to be approved by NTMC Board) to cover an additional \$80,789 legal fees related to bus operations employment matters. DCTA's Financial Management Policies require approval of a Board resolution to authorize a budget amendment that increases the total adopted fiscal year budget or moves funds between DCTA and NTMC*
 - *A Motion to approve the Resolution R20-02 Approving FY 2020 Operating Budget Revision Number 2020-02 was made by Vice Chair Gilmore. The motion was seconded by Paul Cristina. The Major Decision Vote passed unanimously by the Board with no abstentions.*
3. Consider Award of RFP 20-02 for Transit and Transportation Planning Services – *Kristina Holcomb, Deputy CEO updated the Board on the following: RFP 20-02 continues DCTA's existing, on-call planning consultant program. While specific projects are being finalized based on evolving needs and available funding, individual task orders are anticipated in the following five key areas: innovative service delivery, long-range service planning, operations analysis, corridor planning, and master planning for transit-oriented development. Staff recommends award to AECOM Technical Services, Inc. and Kittelson & Associates, Inc and requests authorization for the CEO to execute contracts with each firm for three-year terms with two one-year options.*
 - *A Motion to approve the RFP was made by Vice Chair Gilmore. The motion was seconded by Paul Cristina. Motion passed unanimously by the Board with no abstentions.*
 - *Vice Chair Gilmore requested for future budget amendments that a list of what is anticipated and a quick summary on what drives the numbers be provided as backup information.*
4. Consider Approval of City of Denton Trail Maintenance Interlocal Agreement – *Kristina Holcomb, Deputy CEO provided an update to the Board on the City of Denton Trail Maintenance Interlocal Agreement. The Denton Branch of the Rail Trail was completed in 2011 during the A-train construction. The City of Denton has maintained the trail adjacent to the rail right-of-way through an informal agreement. DCTA and the City of Denton have determined a need for an interlocal agreement to formally identify responsibilities for trail maintenance and related safety protocols.*

- *A Motion to approve the City of Denton Trail Maintenance Interlocal Agreement was made by Sam Burke. The motion was seconded by Vice Chair Gilmore. Motion passed unanimously by the Board with no abstentions.*
 - *Vice Chair Gilmore requested maps to be included in future packets regarding similar items.*
5. Consider Award of Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing – *Athena Forrester, Assistant VP of Regulatory Compliance explained DCTA has determined a need for a cooperative agreement with The Interlocal Purchasing System (TIPS) to participate in their cooperative purchasing programs. One immediate need that has been identified is Downtown Denton Transit Center's remodeling services. The Interlocal Agreement (ILA) would allow DCTA to participate in the cooperative buying power which would help DCTA save time and would reduce product and administrative costs.*
- *A Motion to approve Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing was made by Vice Chair Gilmore. The motion was seconded by Paul Cristina. Motion passed unanimously by the Board with no abstentions.*
6. Consider Approval of Agreement for Award of Transportation Development Credits (TDCs) – *Raymond Suarez, CEO provided the Board with information regarding the TDCs. DCTA has several federally funded projects that are utilizing Transportation Development Credits (TDCs) as the required local match. One of the requirements in the Texas Administrative Code pertaining to Transportation Development Credits is that agencies receiving TDCs from a Metropolitan Planning Organization (MPO) for a project must enter into an agreement with the MPO that outlines the terms of using the TDCs (43 TAC §5.110). This agreement is separate from Federal Transit Administration (FTA) agreements. The agreement presented covers TDCs assigned to projects approved in the Transportation Improvement Plan (TIP) as of the end of FY 2019. Subsequent agreements will be issued on an annual basis, covering TDCs awarded for individual fiscal years. DCTA is utilizing \$4,117,628 in TDCs in lieu of providing local cash match.*
- *A Motion to approve the Agreement for Award of Transportation Development Credits (TDCs) was made by Vice Chair Gilmore. The motion was seconded by Sam Burke. Motion passed unanimously by the Board with no abstentions.*
7. Consider Approval of Transition of Highland Village Connect Shuttle Service to Enhanced Lyft Subsidy Program – *Michelle Bloomer, VP Operations provided a recommendation to the Board regarding the Highland Village Connect Shuttle and enhancement to the Highland Village Lyft Program.*
- *A Motion to approve the Transition of Highland Village Connect Shuttle Service to Enhanced Lyft Subsidy Program with budgetary numbers to be provided a next month's Board meeting was made by Vice Chair Gilmore. The motion was seconded by Sam Burke. Motion passed unanimously by the Board with no abstentions.*
8. Consider Authorizing CEO to Renegotiate the existing North Central Texas College (NCTC) and McKinney Urban Transit District (MUTD) Contracted Service Agreements and Extend Contract Terms by Six Months – *Raymond Suarez, CEO provided an overview of the current contracted service agreements with North Central Texas College and the McKinney Urban Transit District and recommended an approach for renegotiating these contracts.*
- *Sam Burke moved to table this item at this time. The motion was seconded Paul Christina. Motion to table the item passed unanimously by the Board with no abstentions.*
9. A-train Rail Trail Update – *Ann Boulden provided an overview and picture presentation of the A-train Rail Trail development with runs adjacent to the A-train corridor from the DDTC to Hebron Station including*



information regarding trail enhancements, safety improvements and the recently released NCTCOG Trail of the Month video which was sent to the Board last week.

10. Discussion of Regional Transportation and Legislative Issues

- *Michelle Bloomer gave an update on Operational Special Movements.*
- *Raymond Suarez, CEO gave an update on City of Corinth station*
- *Raymond Suarez, CEO briefed the Board on local alternative fuel initiatives.*

CONVENE EXECUTIVE SESSION – *The Board did not convene into executive session.*

RECONVENE OPEN SESSION – *The Board did not convene into executive session.*

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS – *Chair Costa made mention of the Board Agenda Outlook included in the Board packets.*

REPORT ON ITEMS OF COMMUNITY INTEREST

- *DCTA is hosting the Rail Trail Event on April 18th*
- *DCTA staff will be volunteering on April 3 at the Highland Village Kid's Kastle Volunteer Event*
- *DCTA is assisting Denton County in the Census*

ADJOURN – *The meeting was adjourned at 1:24 p.m.*

The minutes of the February 27, 2020 Board of Directors Meeting were passed and approved by a vote on this 26th day of March 2020.

Dianne Costa, Chair

ATTEST

Board of Directors Memo

March 26, 2020

SUBJECT: Consider Approval of Monthly Financial Statements for February 2020

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending February 29, 2020 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Fund. These reports provide a comparison of budget vs. actual for the fiscal year as of the current month.

The following are major variances between year-to-date budget and year-to-date actuals, which are annotated on the Statement of Change in Net Position.

- **Note A:** Passenger Revenues – YTD favorable by \$33k mainly due to higher than anticipated rail average fare per rider. YTD rail revenue per rider of \$1.88 is 25% higher than the FY20 budgeted fare per rail rider of \$1.50 (\$43k increased revenue). This favorable variance is partially offset by lower than budgeted rail ridership and lower than budgeted fare per bus rider. YTD FY20 rail ridership of 162k is 7% less than budgeted ridership of 174k. YTD FY20 revenue per bus rider of \$0.95 is 9% lower than the budgeted fare per rider of \$1.04.

	YTD FY20 Actual Ridership	YTD FY20 Budgeted Ridership	% Variance, Actual to Budget	YTD FY19 Actual Ridership	% Variance, Actual to Prior Year
Total Rail Ridership	161,874	174,384	-7%	171,770	-6%
Connect	233,692	211,856	10%	225,024	4%
Access & Zone Service	17,280	26,586	-35%	13,610	27%
Frisco (A)	4,021	2,530	59%	4,671	-14%
Collin County Transit (A)	6,708	1,045	542%	3,452	94%
North Texas Xpress	5,729	5,308	8%	5,056	13%
University of North Texas (B)	839,583	982,414	-15%	982,414	-15%
North Central Texas College (B)	5,168	5,597	-8%	5,892	-12%
Special Movements (B)	4,763	-	N/A	1,923	148%
Total Bus Ridership	1,116,944	1,235,338	-10%	1,242,042	-10%
Total Ridership	1,278,818	1,409,722	-9%	1,413,812	-10%

(A) Includes Demand Response service and Taxi service

(B) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to include all system ridership.

- **Note B:** Contract Service Revenue – YTD favorable by \$55k primarily due to higher than budgeted revenue hours. YTD revenue hours for contract service of 25,389 are 10% higher than budgeted (\$113k increased revenue). This favorable variance is partially offset by lower than budgeted fuel revenues. Average YTD pass-through fuel cost is \$2.05/gallon compared to budgeted \$3.00/gallon (\$62k decreased revenue).

- **Note C:** Sales Tax Revenue – February sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in February will be received in April. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through March, representing sales tax generated through January.
- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$1.6 million due primarily to delays in payments and corresponding reimbursements for fleet purchases. These reimbursements will be requested after payments have been made.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Fleet	\$ -	\$ 1,361,341	\$ (1,361,341)
Positive Train Control (PTC)	275,728	220,000	55,728
Safety & Security	59,712	-	59,712
Hike & Bike Trail – Eagle Point	438,548	780,389	(341,841)
	<u>\$ 773,988</u>	<u>\$ 2,361,730</u>	<u>\$ (1,587,742)</u>

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by \$2.1 million mainly due to timing differences of Operating and ADA Assistance funding. The next annual Program of Projects funding is expected later in the fiscal year, at which point reimbursements will be requested.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus PM	\$ 486,107	\$ 575,730	\$ (89,623)
Rail PM	585,006	422,160	162,846
Operating Assistance	-	1,876,666	(1,876,666)
ADA Assistance	148,294	532,689	(384,395)
Vanpool	65,230	50,000	15,230
NCTCOG NTX 35W JARC	33,117	-	33,117
	<u>\$ 1,317,754</u>	<u>\$ 3,457,245</u>	<u>\$ (2,139,491)</u>

Identified Need

Provides the Board a review of DCTA's financial position and the agency's performance to budget.

Recommendation

Staff recommends acceptance.

Exhibits

Exhibit 1: Monthly Financials – February 2020

Exhibit 2: Capital Projects Budget Report – February 2020

Submitted by:


Amber Karkauskas, Controller

Final Review:


Marisa Perry, CPA, Chief Financial Officer/VP of Finance



DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE FEBRUARY 29, 2020
(UNAUDITED)

Description	Month Ended February 29, 2020			Year to Date February 29, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Revenue and Other Income							
Passenger Revenues	\$ 99,181	\$ 98,075	\$ 1,106	\$ 551,330	\$ 518,427	\$ 32,903	\$ 1,212,321 Note A
Contract Service Revenues	434,654	438,407	(3,753)	1,955,421	1,900,485	54,936	4,416,160 Note B
Sales Tax Revenues	2,305,644	2,135,087	170,557	12,110,940	11,835,211	275,729	29,019,184 Note C
Federal/State Grants - Capital	377,878	80,000	297,878	773,988	2,361,730	(1,587,742)	5,753,410 Note D
Federal/State Grants - Operating	337,752	128,630	209,122	1,317,754	3,457,245	(2,139,491)	5,130,419 Note E
Total Revenues and Other Income	<u>3,555,110</u>	<u>2,880,199</u>	<u>674,911</u>	<u>16,709,434</u>	<u>20,073,098</u>	<u>(3,363,664)</u>	<u>45,531,494</u>
Operating Expenses							
Salary, Wages and Benefits	457,609	416,065	(41,544)	1,916,632	2,075,025	158,393	4,996,191
Services	131,218	207,648	76,430	1,034,793	1,592,994	558,201	3,903,117
Materials and Supplies	188,789	105,623	(83,166)	961,616	1,204,138	242,522	3,094,917
Utilities	32,410	42,998	10,588	139,179	217,990	78,811	527,988
Insurance	136,147	146,024	9,877	691,425	730,120	38,695	1,752,329
Purchased Transportation Services	845,681	876,834	31,153	4,280,924	4,441,534	160,610	10,601,706
Miscellaneous	12,943	22,785	9,842	94,717	195,114	100,397	387,237
Leases and Rentals	18,983	19,092	109	86,859	95,635	8,776	229,633
Depreciation	786,457	903,424	116,967	3,990,742	4,282,109	291,367	10,612,052
Total Operating Expenses	<u>2,610,238</u>	<u>2,740,493</u>	<u>130,255</u>	<u>13,196,886</u>	<u>14,834,659</u>	<u>1,637,773</u>	<u>36,105,170</u>
Income Before Non-Operating Revenues and Expenses	944,871	139,706	805,165	3,512,547	5,238,439	(1,725,892)	9,426,324
Non-Operating Revenues / (Expense)							
Investment Income	38,729	33,333	5,396	205,925	166,665	39,260	400,000
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-
Fare Evasion Fee	-	83	(83)	-	415	(415)	1,000
Other Income - Miscellaneous	9,169	-	9,169	114,207	51,000	63,207	51,000
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(378,903)	(378,950)	47	(909,480)
Total Non-Operating Revenues / (Expenses)	<u>(27,884)</u>	<u>(42,374)</u>	<u>14,490</u>	<u>(58,771)</u>	<u>(160,870)</u>	<u>102,099</u>	<u>(457,480)</u>
Income (Loss) before Transfers	916,988	97,332	819,656	3,453,776	5,077,569	(1,623,793)	8,968,844
Transfers Out	(621,700)	(747,449)	125,749	(3,605,164)	(3,690,739)	85,575	(8,781,700)
Total Transfers	<u>(621,700)</u>	<u>(747,449)</u>	<u>125,749</u>	<u>(3,605,164)</u>	<u>(3,690,739)</u>	<u>85,575</u>	<u>(8,781,700)</u>
Change in Net Position	<u>\$ 295,288</u>	<u>\$ (650,117)</u>	<u>\$ 945,405</u>	<u>\$ (151,388)</u>	<u>\$ 1,386,830</u>	<u>\$ (1,538,218)</u>	<u>\$ 187,144</u>



DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION
AS OF FEBRUARY 29, 2020
(UNAUDITED)

	February 29, 2020	January 31, 2020	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	\$ 9,247,082	\$ 9,531,564	\$ (284,482)
Reserves: Cash & Cash Equivalents	13,024,859	12,941,406	83,453
Reserves: Investments	5,015,667	4,517,747	497,920
Accounts & Notes Receivable	6,896,821	7,506,498	(609,678)
Prepaid Expenses	996,209	1,135,797	(139,588)
Inventory	40,811	41,740	(930)
Restricted Asset-Cash and Equivalents	2,356,034	2,354,149	1,885
Total Current Assets	37,577,482	38,028,902	(451,420)
Non-Current Assets			
Land	17,394,147	17,394,147	-
Land Improvements	9,017,865	9,017,865	-
Machinery & Equipment	5,202,014	4,179,855	1,022,159
Vehicles	93,020,696	93,020,696	-
Computers & Software	1,387,627	1,387,627	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	21,727,146	22,253,909	(526,764)
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(81,587,395)	(80,800,938)	(786,457)
Total Non-Current Assets	317,776,232	318,067,294	(291,061)
Total Assets	355,353,714	356,096,195	(742,481)
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	369,652	369,652	-
Total Deferred Outflow of Resources	369,652	369,652	-
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	608,200	1,731,591	(1,123,391)
Deferred Revenues	76,345	83,394	(7,049)
Interest Payable	378,903	303,123	75,781
Retainage Payable	623,545	606,655	16,890
Total Current Liabilities	1,686,994	2,724,763	(1,037,769)
Non-Current Liabilities			
Rail Easement Payable	1,000,000	1,000,000	-
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	109,285	109,285	-
Total Non-Current Liabilities	26,339,285	26,339,285	-
Total Liabilities	28,026,279	29,064,048	(1,037,769)
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	47,683	47,683	-
Total Deferred Inflow of Resources	47,683	47,683	-
Net Position			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	34,112,752	34,112,752	-
Change in Net Position	(151,388)	(446,676)	295,288
Total Net Position	\$ 327,649,405	\$ 327,354,117	\$ 295,288



NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE FEBRUARY 29, 2020
(UNAUDITED)

Description	Month Ended February 29, 2020			Year to Date February 29, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expenses							
Salary, Wages and Benefits	\$ 592,745	\$ 721,797	\$ 129,052	\$ 3,509,005	\$ 3,552,469	\$ 43,464	\$ 8,460,824
Services	17,525	7,920	(9,605)	35,602	39,600	3,998	95,040
Insurance	9,748	11,052	1,304	48,731	55,260	6,529	132,636
Miscellaneous	1,682	6,680	4,998	11,826	43,410	31,584	93,200
Total Operating Expenses	<u>621,700</u>	<u>747,449</u>	<u>125,749</u>	<u>3,605,164</u>	<u>3,690,739</u>	<u>85,575</u>	<u>8,781,700</u>
Income (Loss) before Transfers	(621,700)	(747,449)	125,749	(3,605,164)	(3,690,739)	85,575	(8,781,700)
Transfers In	<u>621,700</u>	<u>747,449</u>	<u>(125,749)</u>	<u>3,605,164</u>	<u>3,690,739</u>	<u>(85,575)</u>	<u>8,781,700</u>
Total Transfers	<u>621,700</u>	<u>747,449</u>	<u>(125,749)</u>	<u>3,605,164</u>	<u>3,690,739</u>	<u>(85,575)</u>	<u>8,781,700</u>
Change in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION

AS OF FEBRUARY 29, 2020

(UNAUDITED)

	February 29, 2020	January 31, 2020	Change
Assets			
Operating Cash & Cash Equivalents	\$ 257,791	\$ 220,011	\$ 37,780
Accounts & Notes Receivable	1,725	1,725	-
Prepaid Expenses	68,208	77,957	(9,748)
Total Assets	<u>327,724</u>	<u>299,692</u>	<u>28,032</u>
Liabilities			
Accounts Payable and Accrued Expenses	<u>327,724</u>	<u>299,692</u>	<u>28,032</u>
Total Liabilities	<u>327,724</u>	<u>299,692</u>	<u>28,032</u>
Net Position			
Change in Net Position	-	-	-
Total Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DENTON COUNTY TRANSPORTATION AUTHORITY

CAPITAL PROJECT FUND

AS OF FEBRUARY 29, 2020

Capital Project Number/Name	Project Budget	February 2020 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of February 2020 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	\$ 400,000	\$ 2,040	\$ 259,996	\$ 140,004	65%
Total 10403 · Server/Network Infrastructure	350,000	-	316,362	33,638	90%
Total G&A Capital Projects	750,000	2,040	576,358	173,642	77%
Bus Capital Projects					
Total 50305 · IOMF Fuel Tanks - <i>CLOSED</i>	1,037,000	7,127	1,022,158	14,842	99%
Total 50306 · Major Maintenance - Bus	125,000	-	-	125,000	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50513 · Fleet {2019}	1,481,000	-	-	1,481,000	0%
Total 50514 · Fleet {2020}	1,062,600	-	-	1,062,600	0%
Total Bus Capital Projects	4,305,600	7,127	1,022,158	3,283,442	24%
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	337,800	15,631,363	1,088,778	93%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	52,476	4,947,524	1%
Total 61409 · Stadler Diagnostic Laptops	80,000	-	-	80,000	0%
Total 61605 · Brownfield Remediation	385,000	-	316,645	68,355	82%
Total 61715 · Trail Safety Improvements	181,157	9,500	132,388	48,769	73%
Total 61716 · Lewisville Bike Trail - Eagle Point Section	2,995,873	138,928	2,920,407	75,466	97%
Total 61720 · Major Maintenance - Rail	2,024,826	-	1,050,629	974,197	52%
Total 61722 · Rail Safety Improvements 2020	200,000	-	11,600	188,400	6%
Total Rail Capital Projects	27,586,997	486,228	20,115,508	7,471,489	73%
Total Construction Work in Progress	\$ 32,642,597	\$ 495,395	\$ 21,714,024	\$ 10,928,573	67%

Board of Directors Memo

March 26, 2020

SUBJECT: Monthly Sales Tax Receipts

Background

Sales tax represents the single largest source of revenue for DCTA at 62.94% for the Fiscal Year 2020 budget. The annual sales tax budget for FY20 is \$29,019,184. Because of its importance in funding of DCTA's ongoing operations, the Board adopted a Budget Contingency Plan that outlines the Agency's response when declines in sales tax hit a specific target.

For the month of March, receipts were favorable compared to budget.

- Sales tax for sales generated at retail in the month of January and received in March was \$2,268,362.
- This represents an increase of 7.45% or \$157,344 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$198,737 or 9.60% higher.

Member city collections for the month compared to prior year are as follows:

- City of Lewisville up 3.93%
- City of Denton up 19.20%
- City of Highland Village up 19.60%

Identified Need

Provides the Board of Directors a monthly status on Sales Tax collections.

Recommendation

For information only. No action required.

Exhibits

Exhibit 1: FY20 Monthly Sales Tax Report

Submitted By:



Amanda Riddle
Senior Manager of Budget

Final Review:



Marisa Perry, CPA
Chief Financial Officer/VP of Finance

DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2019-2020 Year Budget	2019-2020 Year Actual	Variance Actual to Budget	CY Actual to CY Budget % Variance	2018-2019 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,353,270	\$ 2,329,419	\$ (23,851)	-1.01%	\$ 2,307,128	\$ 22,291	0.97%
November	January	\$ 2,338,596	\$ 2,188,220	\$ (150,376)	-6.43%	\$ 2,292,741	\$ (104,521)	-4.56%
December	February	\$ 2,888,362	\$ 3,191,714	\$ 303,352	10.50%	\$ 2,831,728	\$ 359,986	12.71%
January	March	\$ 2,111,018	\$ 2,268,362	\$ 157,344	7.45%	\$ 2,069,625	\$ 198,737	9.60%
February	April	\$ 2,064,564				\$ 2,024,082		
March	May	\$ 2,525,343				\$ 2,475,826		
April	June	\$ 2,534,129				\$ 2,484,440		
May	July	\$ 2,234,810				\$ 2,307,292		
June	August	\$ 2,627,865				\$ 2,656,359		
July	September	\$ 2,225,018				\$ 2,447,195		
August	October	\$ 2,441,366				\$ 2,312,424		
September	November	\$ 2,674,843				\$ 2,552,054		
YTD Total		\$ 29,019,184	\$ 9,977,715	\$ 286,469	2.96%	\$ 28,760,896	\$ 476,493	5.02%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

March 11, 2020

DENTON COUNTY TRANSPORTATION AUTHORITY

MEMBER CITIES SALES TAX REPORT
 MONTH ALLOCATION IS RECEIVED FROM COMPTROLLER
 PREVIOUS YEAR COMPARISON

CITY OF LEWISVILLE						CITY OF HIGHLAND VILLAGE					
Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,287,654	\$ 3,282,870	\$ (4,784)	-0.15%	October	December	\$ 319,132	\$ 357,488	\$ 38,356	12.02%
November	January	\$ 3,193,613	\$ 2,904,782	\$ (288,831)	-9.04%	November	January	\$ 311,524	\$ 356,224	\$ 44,700	14.35%
December	February	\$ 4,003,626	\$ 4,407,090	\$ 403,465	10.08%	December	February	\$ 446,811	\$ 521,121	\$ 74,309	16.63%
January	March	\$ 3,029,803	\$ 3,148,942	\$ 119,140	3.93%	January	March	\$ 283,228	\$ 338,734	\$ 55,507	19.60%
February	April	\$ 2,965,849				February	April	\$ 258,782			
March	May	\$ 3,631,625				March	May	\$ 344,912			
April	June	\$ 3,806,587				April	June	\$ 304,322			
May	July	\$ 3,253,159				May	July	\$ 340,531			
June	August	\$ 3,620,748				June	August	\$ 523,000			
July	September	\$ 3,382,881				July	September	\$ 322,509			
August	October	\$ 3,226,407				August	October	\$ 316,585			
September	November	\$ 3,574,678				September	November	\$ 382,932			
YTD Total		\$ 40,976,630	\$ 13,743,684	\$ 228,989	1.69%	YTD Total		\$ 4,154,270	\$ 1,573,567	\$ 212,872	15.64%

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2018-2019 Year Actual	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,875,467	\$ 2,887,178	\$ 11,711	0.41%
November	January	\$ 2,933,274	\$ 2,911,334	\$ (21,940)	-0.75%
December	February	\$ 3,667,687	\$ 4,230,616	\$ 562,929	15.35%
January	March	\$ 2,435,272	\$ 2,902,937	\$ 467,665	19.20%
February	April	\$ 2,397,631			
March	May	\$ 3,229,426			
April	June	\$ 2,945,196			
May	July	\$ 2,897,074			
June	August	\$ 3,479,089			
July	September	\$ 3,190,582			
August	October	\$ 2,955,618			
September	November	\$ 3,396,022			
YTD Total		\$ 36,402,338	\$ 12,932,065	\$ 1,020,364	8.57%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
 Prepared By: Denton County Transportation Authority Finance Department
 March 11, 2020

ALL TRANSIT AGENCIES
MONTHLY SALES AND USE TAX COMPARISON SUMMARY

Transit Agency	Current Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payments YTD (Calendar)	Prior Year Payments YTD (Calendar)	% Change
Austin MTA	1.00%	\$ 22,033,356	\$ 20,049,622	9.89%	\$ 71,782,436	\$ 64,210,230	11.79%
Corpus Christi MTA	0.50%	\$ 3,709,243	\$ 2,567,060	44.49%	\$ 8,715,166	\$ 8,582,987	1.54%
Dallas MTA	1.00%	\$ 52,241,832	\$ 47,617,264	9.71%	\$ 172,113,136	\$ 159,944,997	7.60%
Denton CTA	0.50%	\$ 2,268,362	\$ 2,069,625	9.60%	\$ 7,648,296	\$ 7,194,094	6.31%
El Paso CTD	0.50%	\$ 3,812,242	\$ 3,322,760	14.73%	\$ 13,216,722	\$ 11,902,806	11.03%
Fort Worth MTA	0.50%	\$ 6,693,496	\$ 6,151,215	8.81%	\$ 21,814,870	\$ 20,967,060	4.04%
Houston MTA	1.00%	\$ 64,266,059	\$ 58,110,520	10.59%	\$ 211,664,540	\$ 196,394,940	7.77%
Laredo CTD	0.25%	\$ 661,963	\$ 604,061	9.58%	\$ 2,315,410	\$ 2,160,342	7.17%
San Antonio ATD	0.25%	\$ 5,579,659	\$ 5,208,569	7.12%	\$ 18,916,440	\$ 17,801,654	6.26%
San Antonio MTA	0.50%	\$ 12,827,854	\$ 11,484,497	11.69%	\$ 42,434,146	\$ 39,142,937	8.40%
TOTALS		\$ 174,094,065	\$ 157,185,192	10.76%	\$ 570,621,163	\$ 528,302,047	8.01%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
March 11, 2020

Board of Directors Memo

March 26, 2020

SUBJECT: Monthly Mobility-as-a-Service Update

Background

A Request for Proposals (RFP) was released on January 16, 2019 for Mobility as a Service (MaaS). Firms were invited to submit proposals (for both federal and non-federal funding project categories) to provide innovative mobility service to DCTA member cities, DCTA contract communities, partner organizations, as well as large employment centers and other areas as the need arises. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive and were evaluated by the evaluation team. The evaluation team rejected two proposals that scored less than seventy (70) points and recommended award to thirty-one (31) firms. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one firms and reduced the total annual contract value of \$2,400,000 to \$75,000 for all task orders issued under the master on-call contracts. One of the recommended firms will not execute a contract due to business operational changes; therefore, thirty (30) firms remain eligible for contract execution. As requested by the Board of Directors, staff is providing a monthly update on all Mobility-as-a-Service commitments, activities and expenditures.

To date, the following twenty-six contracts have been fully executed:

- | | | |
|-----------------------------|----------------------------|---|
| • AJL International | • Irving Holdings | • RideCo |
| • Bird Rides | • Iteris | • Rideshark Corporation |
| • Bubbl Investments, LLC. | • Kapsch | • River North (Via) |
| • Dashboard Story dba DUET | • Lyft | • Roundtrip |
| • DemandTrans Solutions | • Moovel | • Routematch |
| • DoubleMap | • Moovit | • Spare Labs, Inc. |
| • Downtowner Holdings, LLC. | • MV Transportation | • Spare Labs, Inc. (with First Transit) |
| • First Transit | • Muve: Quebec, Inc. | • Transdev North America |
| • Ford Smart Mobility, LLC. | • Quebec, Inc. dba Transit | |

The remaining four contracts, all with software companies (Passport, SeatsX, Token Transit and Transloc), have been placed on hold until a need arises to enter into a contract for software.

Financial Impact

No task orders have been issued to date.

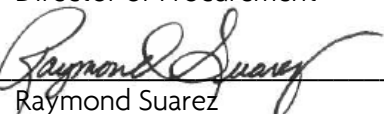
Identified Need

Provides the Board of Directors a monthly status on Mobility-as-a-Service Contracts.

Recommendation

For information only. No action required.

Submitted By: 
Sarah Martinez
Director of Procurement

Final Review: 
Raymond Suarez
Chief Executive Officer

Board of Directors Memo

March 26, 2020

SUBJECT: Budget Information

Background

The DCTA budget is prepared months in advance of the start of the October 1 fiscal year and not all expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual expenses and complete transfers between budget categories and/or departments based on changing needs of the agency. Revising the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff for future periods.

This budget revision transferred the remaining capital budgets for the Train the Trainer and Professional Planning Services projects to the FY20 operating budget. Overall there is not a net change to the operating and capital FY20 budget. Funds were originally budgeted for the Shared Use Mobility and Scheduling Software capital projects but were reprogrammed during the FY20 budget process.

The Shared Use Mobility study provided recommendations for serving low density areas with various modes of non-traditional transit services. Given the extended scope, associated complexity and timeline, the Professional Planning Services project will provide consultant services to assist in facilitating anticipated MaaS service changes.

The Train the Trainer project includes the resources DCTA will need to develop and implement a program to work directly with Social Service Agencies and develop a comprehensive curriculum to provide their staff and caseworkers with necessary training and tools to assist their clients in improving their mobility by using DCTA's services. DCTA received a New Freedom Grant from the North Central Texas Council of Governments that will be used to fund this project on a reimbursement basis.

BUDGET TRANSFER / REVISION REQUEST					
TRANSACTION TYPE:		Transfer	<input checked="" type="checkbox"/>	Number: 2020-03	
		Revision	<input type="checkbox"/>		
			Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
TRANSFERS WITHIN EXISTING BUDGET					
10606	Professional Planning Services Project	\$	99,178	\$ (99,178)	\$ -
50601	Train-the-Trainer Project		221,875	(221,875)	-
500-50309	Professional Services		275,000	321,053	596,053
Net Budget Impact				-	

Financial Impact

Budget Transfer 2020-03 has a net budget impact of zero.


Identified Need


Provides the Board of Directors a monthly status on any budget transfers completed.

Recommendation

For information only. No action required. The Financial Management Policies authorize the CEO to approve budget transfers between expense categories and departments, not to exceed 5% of the total annual operating budget.

Submitted By: 
Amanda Riddle
Senior Manager of Budget

Final Review: 
Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Approval: 
Raymond Suarez, Chief Executive Officer



2020 February Social Service Agency Roundtable Recap Report

February 19 (Lewisville) & February 20 (Denton)

MEETING OVERVIEW



Lewisville Meeting Details

Location:

DCTA Administrative Offices
Board Room

Date: Wednesday, February 19, 2020

Time: 9:30 a.m. – 11 a.m.

Invitations: 98

RSVPS:

29 Accepted
14 Tentative
12 Declined

Actual Attendees: 7 Community; 5 DCTA staff

Agencies in attendance: NCTCOG, City of Lewisville, Denton County Public Health, Salvation Army, North Texas Food Bank



Lewisville Meeting Agenda

DCTA DENTON COUNTY
TRANSPORTATION
AUTHORITY
SOCIAL SERVICE AGENCY ROUNDTABLES
LEWISVILLE | February 19, 2020 + DENTON | February 20, 2020

AGENDA

Welcome and Introductions (Nicole Recker)

- New DCTA Faces
 - o Mary Worthington, Community Relations Manager
 - o Kendra Meek, Community Relations Coordinator

Review of Handouts (Nicole Recker)

- Meeting Minutes (November 2019 Meeting)
- Span Flier
- Veterans Service Flier
- Operator Job Description
- MK101 Service Details

Collateral (Mary Worthington)

- SPAN Flier Review
- Veterans Service Flier Review

Operator Recruitment Opportunities (Nicole Recker)

The North Texas Mobility Corporation is continually hiring operators – CDL and non-CDL

- Job postings can be found at <https://www.dcta.net/business-center/careers>
- Applications can be sent directly to jobs@ntmc.com

Lewisville Census Support (January – April) (Mary Worthington)

- How can social service agencies help spread awareness?
- Outreach material to share:
 - o <https://www.youtube.com/watch?v=wLFJPtqMIs>
 - o https://2020census.gov/en/partners/outreach-materials.html?tagfilter_list_copy=Type2020census.type/video

Service Changes (Nicole Recker)

- Incident Weather Shuttle Policy/Process
- Monsignor King (MK101) Service Free Fare Promotion
- Denton Enterprise Airport Zone - Service cancellation, effective February 24, 2020
- Routine Service Changes

Route	Path Change	Schedule Change	Route Guide Printed
Denton Connect Route 3	No	Yes, traffic mitigation	Yes
Denton Connect Route 4	No	Yes, traffic mitigation	Yes
Denton Connect Route 7	Yes	Yes	Yes
UNT Campus Shuttle – Mean Green	Yes	Yes, return from detour	No

UNT Campus Shuttle – Mean Green Night Rider Plus	Yes	Yes	No
UNT Campus Shuttle – Mean Green Night Rider	Yes	Yes	No
UNT Campus Shuttle – Eagle Point	Yes	Yes, return from detour	No
UNT Campus Shuttle – Discovery Park	Yes	Yes, return from detour	No

DCTA Campaigns (Mary Worthington)

How can you help us share the message?

- National Safety Month (June)
- Transit Driver Appreciation Day (March 18)

Upcoming Free Ride Promotions (Mary Worthington)

- National Bike to Workday (May 11 – 17)
- Thin Line Festival (March 25 – March 29)
 - o Free Ride Promotion (Code Word: ThinLineFest20)
- Rails to Trails (April 18)
 - o 9 a.m. – 12 p.m.
 - o Rain Date – Saturday, June 6, 8 a.m. – 11 a.m.
 - o NCTCOG Video (Trail of the Month)
 - <https://www.dcta.net/service-overview/a-train-rail-trail>
 - Please share on your social channels
 - o New A-train Rail Trail guide to come (prior to event)
 - Will also be available online as a digital download
- Denton Arts and Jazz Festival (April 24 – April 26)
 - o Free Event Shuttle – details TBD
- APTA Get on Board Day (April 25)
 - o Social Media promotion

Open Discussion

- What new resources are needed?
- Are there services we should discuss?
- Other topics of interest?

Next Meeting

- May 20 | 9:30 a.m. – 11 a.m. | DCTA Lewisville Admin Office
- May 21 | 9:30 a.m. – 11 a.m. | Serve Denton



Denton Meeting Details

Location:

Serve Denton

Date: Thursday, February 20, 2020

Time: 9:30 a.m. – 11 a.m.

Invitations: 137

RSVPS:

27 Accepted

10 Tentative

8 Declined

Actual Attendees: 15 Community; 5 DCTA Staff

Agencies in attendance: Legal Aid of Northwest Texas, NCTCOG, United Way, Denton MHMR, Denton County Public Health, Denton County Veterans Service, TWU, City of Denton, NCTC, Salvation Army, 29Acres, SPAN



Denton Meeting Agenda

DCTA DENTON COUNTY
TRANSPORTATION
AUTHORITY
SOCIAL SERVICE AGENCY ROUNDTABLES
LEWISVILLE | February 19, 2020 + DENTON | February 20, 2020

AGENDA

Welcome and Introductions (Nicole Recker)

- New DCTA Faces
 - o Mary Worthington, Community Relations Manager
 - o Kendra Meek, Community Relations Coordinator

Review of Handouts (Nicole Recker)

- Meeting Minutes (November 2019 Meeting)
- Span Flier
- Veterans Service Flier
- Operator Job Description
- MK101 Service Details

Collateral (Mary Worthington)

- SPAN Flier Review
- Veterans Service Flier Review

Operator Recruitment Opportunities (Nicole Recker)

The North Texas Mobility Corporation is continually hiring operators – CDL and non-CDL

- Job postings can be found at <https://www.dcta.net/business-center/careers>
- Applications can be sent directly to jobs@ntmc.com

Lewisville Census Support (January – April) (Mary Worthington)

- How can social service agencies help spread awareness?
- Outreach material to share:
 - o <https://www.youtube.com/watch?v=LFjPTopMIs>
 - o https://2020census.gov/en/partners/outreach-materials.html?tagfilter_list_copy=Type2020census.type/video

Service Changes (Nicole Recker)

- Inclement Weather Shuttle Policy/Process
- Monsignor King (MK101) Service Free Fare Promotion
- Denton Enterprise Airport Zone - Service cancellation, effective February 24, 2020
- Routine Service Changes

Route	Path Change	Schedule Change	Route Guide Printed
Denton Connect Route 3	No	Yes, traffic mitigation	Yes
Denton Connect Route 4	No	Yes, traffic mitigation	Yes
Denton Connect Route 7	Yes	Yes	Yes
UNT Campus Shuttle – Mean Green	Yes	Yes, return from detour	No

UNT Campus Shuttle – Mean Green Night Rider Plus	Yes	Yes	No
UNT Campus Shuttle – Mean Green Night Rider	Yes	Yes	No
UNT Campus Shuttle – Eagle Point	Yes	Yes, return from detour	No
UNT Campus Shuttle – Discovery Park	Yes	Yes, return from detour	No

DCTA Campaigns (Mary Worthington)

How can you help us share the message?

- National Safety Month (June)
- Transit Driver Appreciation Day (March 18)

Upcoming Free Ride Promotions (Mary Worthington)

- National Bike to Workday (May 11 – 17)
- Thin Line Festival (March 25 – March 29)
 - o Free Ride Promotion (Code Word: ThinLineFest20)
- Rails to Trails (April 18)
 - o 9 a.m. – 12 p.m.
 - o Rain Date – Saturday, June 6, 8 a.m. – 11 a.m.
 - o NCTCOG Video (Trail of the Month)
 - <https://www.dcta.net/service-overview/a-train-rail-trail>
 - Please share on your social channels
 - o New A-train Rail Trail guide to come (prior to event)
 - Will also be available online as a digital download
- Denton Arts and Jazz Festival (April 24 – April 26)
 - o Free Event Shuttle – details TBD
- APTA Get on Board Day (April 25)
 - o Social Media promotion

Open Discussion

- What new resources are needed?
- Are there services we should discuss?
- Other topics of interest?

Next Meeting

- May 20 | 9:30 a.m. – 11 a.m. | DCTA Lewisville Admin Office
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PROMOTION & ENGAGEMENT



General Promotion

Below are the events that DCTA attended to promote the roundtable events:

- Lewisville Chamber Leads, January 17
- Lewisville Chin Community Meeting, January 24
- Lewisville Citizens' Advisory Team Meeting, January 28
- Denton Citizens' Advisory Team Meeting, January 30

Below are the marketing emails that were sent to promote the roundtable events:

- Social Service Agency Email, January 20
- Social Service Agency Email, February 11

MEETING NOTES – LEWISVILLE



Lewisville Meeting Notes

Welcome and Introductions

- New Community Relations Manager and Coordinator introduced themselves to the group.
- Community Relations staff informed the agencies about a new communication piece that will be rolling out soon called Community Outreach News. Monthly communication will consist of needs, updates and news relevant to the social service agencies.

UPDATE: Community Outreach News is in the final stages of review and will likely be implemented in March, 2020.

Review of Handouts

- Staff quickly went over the handouts provided. These include the November Roundtable meeting minutes, the SPAN vs DCTA flier, the Veterans Service Flier, the CDL operator job description and the MK101 Service details.

Lewisville Meeting Notes

Collateral

- **SPAN Flier Review:** This flier is DCTA's commitment to social service agencies and their clients. The flier explains the differences between SPAN and DCTA Access services and will be available for print on the website once it's finalized.
 - DCTA staff noted the changes that were made based on feedback from the last meetings, including the map that has been added on the back.

UPDATE: Comprehensive edits were received during and after the meeting. All edits have been made and this flier is going through one additional internal review before it will be live on the DCTA website.

DCTA Access & SPAN



DCTA DENTON COUNTY
TRANSPORTATION
AUTHORITY

- DCTA Access provides service for:
 - Passengers with disabilities who are unable to utilize Connect Bus service
 - Senior citizens (65+)
- Application required
 - ADA: Origin-to-destination
 - Non-ADA: Demand-response
- Trips available by appointment
- Handicap-accessible vehicles
- Service times during full service:
 - Monday–Thursday / 5:30 a.m. to 9:30 p.m.
 - Friday / 7:30 a.m. to 9:30 p.m.
 - Saturday / 7:30 a.m. to 7:30 p.m.
- Service times during summer/spring break:
 - Monday–Friday / 5:30 a.m. to 9:30 p.m.
 - Saturday / 7:30 a.m. to 7:30 p.m.
- DCTA Access serves:
 - Denton, Lewisville, Highgate Village
- Cost to Ride:
 - One-Way Trip: \$3
 - \$10-Ride Book: \$25

Customer Service: 940.243.0077
For more information, visit RideDCTA.net



Span
Denton County

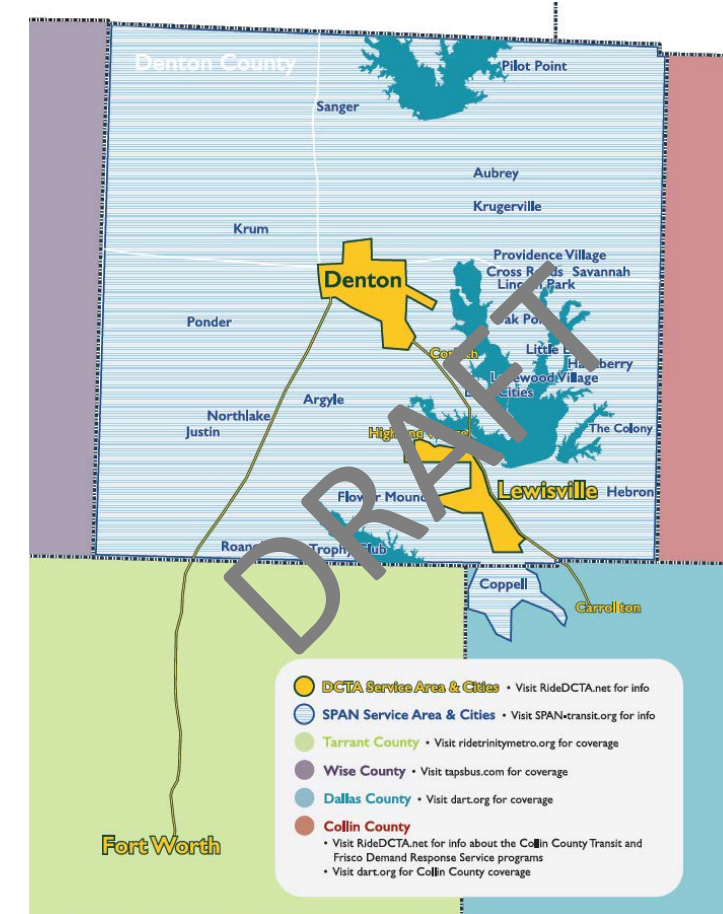
- SPAN provides service for:
 - Senior citizens (65+), veterans and passengers with disabilities
 - The general public
- Application required
- Trips available by appointment only
- Handicap-accessible vehicles
- Service times:
 - Monday–Friday / 6 a.m. to 6 p.m.
 - Shared ride (buses or vans)
- Door-to-door transportation
- SPAN serves:
 - Argyle, Aubrey, Coppell, Cross Roads, Flower Mound, Hackberry, Hebron, Justin, Krugerville, Krum, Lake Cities, Lakewood Village, Lincoln Park, Little Elm, Northlake, Oak Point, Paloma Creek, Pilot Point, Ponder, Providence Village, Roanoke, Sanger, Savannah, The Colony, Trophy Club
- Cost to Ride:
 - One-Way Trip for Seniors, Veterans & Disabled: \$3
 - One-Way Trip for General Public: \$6

Customer Service: 940.382.1900
For more information, visit SPAN-transit.org



RideDCTA.net • 940.243.0077

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Lewisville Meeting Notes

Collateral (Cont.)

- **Veterans Resources Flier:** This is DCTA's first draft of a handout that will hopefully serve as a resource to help veterans get to special places of interest. The flier lists locations by city and how to get to them using DCTA services.
 - Attendee asked how DCTA identifies a veteran.
 - DCTA staff responded that a Veteran ID is all that needs to be shown.
 - Group feedback was collected and emailed in after the meeting.

UPDATE: Comprehensive edits were received during and after the meeting. This flier is currently going through an external review to plan for the last round of edits before it will be live on the DCTA website.

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

HOW TO UTILIZE DCTA & DART TO ACCESS VETERAN SERVICES



DENTON
Veterans Service Office 940.321.2950
 1505 E McKinney St, Suite 100, Denton, TX 76201
VA Clinic 940.891.1250
 Denton Community-Based Outpatient Clinic
 2223 Colorado Blvd, Denton, TX 76201
VA Mental Health Annex 214.857.3575
 406 S Carroll Blvd, Denton, TX 76201
American Legion Post 88 940.382.7315
 2501 Spencer Rd, Denton, TX 76205
Veterans of Foreign War Post 2205 940.387.2205
 909 Sunset St, Denton, TX 76201
Denton County Veterans Center 940.566.5851 x113
 Veteran Community Navigator Program
 400 S Carroll Blvd, Denton, TX 76201

LEWISVILLE
Veterans Service Office 972.434.8813
 Precinct 3 Government Center
 400 N Valley Pkwy, Suite 1134, Lewisville, TX 75067
Veterans of Foreign Wars Post 9168 972.436.5256
 927 E Highway 121, Lewisville, TX 75067

FLOWER MOUND
Veterans Service Office 972.434.8813
 SW Courthouse, 6200 Canyon Falls Dr, Flower Mound, TX 76226

DDTC Denton Bus Routes
 1, 2, 3, 5, 6, 7, 8 & NCTC North

Denton Bus Route 2
 Stop at Golden Triangle Mall & Colorado

Denton Connect Route 7
 Stop at VWB Oak & Cedar

Denton Bus Route 4
 Stop at Brinker & Spencer

Denton Bus Route 4
 Stop at University & Fulton

Denton Bus Route 7
 Stop at EB Hickory & Piner

Lewisville Bus Route 21
 Stop at College & Valley

Nearest Stop: Old Town Station
 No nearby bus service

No service available to this locale

LAKE DALLAS
Veterans of Foreign Wars Post 10460 940.321.9333
 501 Thompson Dr, Lake Dallas, TX 75065
 No service available to this locale
American Legion Post 88 940.321.5400
 105 Gotcher Ave, Lake Dallas, TX 75056
 No service available to this locale

PILOT POINT
American Legion Post 550 940.686.9901
 905 N Foundation, Pilot Point, TX 76258
 No service available to this locale

ROANOKE
Veterans of Foreign Wars Post 5074 817.491.1113
 705 N Oak St, Roanoke, TX 76262
 No service available to this locale
Military Veteran Peer Network 701.866.2758
 Veterans Point
 10600 Dunham Rd, Roanoke, TX 76262
 No service available to this locale

FRISCO
Veterans Services Regional Office 972.434.8813
 Frisco Gov Center, 5533 FM 423, Suite 801, Frisco, TX 75034
Veterans of Foreign Wars Post 8273 214.564.6129
 Senior Center, 6670 Moore St, Frisco, TX 75034
Frisco Demand Response
 if rider is qualified
Frisco Demand Response
 rider is qualified

PLANO
Collin County Veterans Services 972.881.3066
 900 E Park Blvd, Suite 150, Plano, TX 75074
Veteran Center of North Texas 214.600.2966
 900 E Park Blvd, Suite 155, Plano, TX 75074
DART Red Line Stop at Parker Rd
Collin County Transit Services
On-Demand

ADDISON
Steven Cohen Military Family Clinic
 469.680.3500 | Metrocare Services
 16160 Midway Rd, Suite 210, Addison, TX 75001
From Trinity Mills Station:
DART Bus 536 Stop at Midway & Keller Springs

CARROLLTON
Veterans Service Office 972.434.8813
 Sandy Jacobs Gov Center, 1029 W Roseville Pkwy, Carrollton, TX 75007
American Legion Post 597 972.242.5650
 1024 S Elm St, Carrollton, TX 75006
From Trinity Mills Station:
DART Bus 534 Stop at Frankford & Cambridgeshire E-NS
DART Light Rail Service within walking distance; no nearby bus service

DALLAS
Dallas VFW Event Hall 214.339.5800
 300 S Smith St, Dallas, TX 75211
A-train from DDTC to **GREEN Light Rail** to West Transfer Center **DART Bus 11** to **Bus 376** to stop at Jefferson @ Walton Walker
A-train from DDTC to **Green Light Rail** to Fair Park Station **DART Bus 60** to stop at Garland @ Lunar N-NS
Dallas Veterans of Foreign Wars 214.327.9565
 9179 Garland Rd, Dallas, TX 75218

RideDCTA.net • 940.243.0077



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Operator Recruitment Opportunities

- **The North Texas Mobility Corporation is continually hiring operators – CDL and non-CDL:** DCTA staff explained how DCTA contracts with NTMC for bus service, and NTMC contracts with DCTA for administrative support. NTMC is currently seeking operators for both CDL and non-CDL positions.
 - There is a nation- and industry-wide shortage of drivers. Operators can be anyone with or without experience that meets identified qualifications.
 - DCTA requested that agencies share this job opportunity with any clients that may need a job. NTMC can accommodate hourly needs and be flexible with other needs clients may have.
 - Attendee mentioned reaching out to Workforce Development under NCTCOG could be helpful. DCTA staff will send that information to NTMC HR.

Lewisville Meeting Notes

Lewisville Census Support

- **January-April 2020:** DCTA is providing support for the cities in Denton County. This census count provides funding for transportation and many other areas within the community that can make a big impact.
- The Marketing & Communications department will be providing extra support by pushing the message on all channels of communications and adding promotional signage on buses.
 - DCTA staff asked how to encourage this group and others to promote this campaign.
 - City of Lewisville attendee mentioned using the phrase “Denton County Counts” in promotions.
 - City of Lewisville attendee mentioned that Denton County should be sending information and promotional materials out for everyone to share soon. The City of Denton also created a social media timeline for people to follow so the messages are somewhat unified county-wide.
 - People can begin responding to the Census on March 12 when the fliers start going public.
 - DCTA staff asked about getting this information to the Non-Profit Leadership program in Denton and DCTA’s Board of Directors.
 - City of Lewisville is already working with a lot of those groups but would appreciate the information being sent to the board.

Lewisville Meeting Notes

Lewisville Census Support (Cont.)

- DCTA staff asked about Lewisville ISD and how they are helping.
 - City of Lewisville staff responded that, after meeting with them, it's top-of-mind and they have a social media plan laid out to support.
- DCTA staff asked about Denton ISD and Lake Dallas ISD.
 - City of Lewisville staff responded that they are working with Denton ISD but have not heard from Lake Dallas and requested for anyone who has school district contacts to send them to him.
- Attendee asked City of Lewisville staff about how many print materials they made and if they would consider trying to get some resources from the county.
 - City of Lewisville staff responded that it's a difficult line and the county has already printed half a million collateral pieces.
- Attendee asked about under-represented populations and specifically targeting them for this census.
 - City of Lewisville staff responded that all collateral is printed in Spanish and Hakha Chin. Spanish was sent with the English version, and Hakha Chin pieces were distributed via contacts within the community.
 - Attendee mentioned the children in the Chin community are a good way to reach the older and working Chin population.

Lewisville Census Support (Cont.)

- DCTA staff emphasized the use of social media to promote this campaign and curb fear surrounding the census.
- City of Lewisville staff mentioned that the census has social media tools and plans that the city will share as well.
- DCTA staff noted that they are thankful to Kent Boring at the City of Lewisville for spearheading this campaign for everyone.
- DCTA provided links to official 2020 Census outreach information and encouraged everyone to utilize the census resources in their promotions.

Lewisville Meeting Notes

Service Changes

- **Inclement Weather Shuttle Policy/Process:** DCTA staff mentioned that the City of Lewisville does not have a direct plan for inclement weather situations like we do with the City of Denton. DCTA would like to create a plan like this and Mary Worthington, Community Relations Manager, will coordinate a meeting to begin this process. **UPDATE:** A meeting was held on Wednesday, March 4, 2020 to discuss a plan for assisting homeless individuals when the City of Lewisville implements a Code Blue for Inclement Weather.
- **Monsignor King (MK101) Service Free Fare Promotion:** This is a new service that takes riders from Monsignor King, stops by the DDTC, and ends at Our Daily Bread. DCTA is in the process of analyzing this service and seeing if it still needs any modifications. This will be a topic of discussion at the next board meeting.
- **Denton Enterprise Airport Zone:** Service cancellation is effective February 24, 2020. This was an on-demand service in the Denton Enterprise Airport area. It works similarly to Uber or LYFT but with a DCTA vehicle and operator. The service just wasn't as needed as originally believed to be.
 - DCTA called everyone that utilized the service and worked with them to create a smooth transition.
 - DCTA staff noted that the few riders that used this service to get to MHMR in Denton will still be able to get there using other DCTA services.

Service Changes (Cont.)

- **Routine Service Changes:** Most of these modifications are due to massive construction projects- some of the construction has been completed so we are able to revert to pre-construction schedules.

UPDATE: Service changes were modified. Alterations to the Highland Village Shuttle, Highland Village Lyft Zone and Denton Connect Route 7 will occur on March 16. Detailed information can be found at [RideDCTA.net](https://rideDCTA.net).

DCTA Campaigns

- **National Safety Month (June):** DCTA would love for agencies to share messaging through social media and asked if that's the easiest way for them to share information. Agencies responded that it was and DCTA will be providing agencies with a digital package.
- **Transit Driver Appreciation Day (March 18):** DCTA is coordinating some goodies to hand out to show our appreciation to drivers/operators.

Lewisville Meeting Notes

Upcoming Free Ride Promotions

- **National Bike-to-Work Day (May 11-17):** Free ride for bikers on that Friday. In order to ride free, passengers must have a bike with them.
- **Thin Line Festival (March 25-March 29):** This is a documentary festival in Denton. Free ride with code word: ThinLineFest20.
- **Rails to Trails (April 18):** This event is from 9:00 a.m. to 12:00 p.m. on the national opening day for trails with a rain date of June 6. DCTA staff shared the video NCTCOG made highlighting the A-train Rail Trail as their trail of the month.
 - DCTA is planning this event with partner cities along the trail. It starts at the Hebron Station and follows the trail to the DDTC. April 18 is full of activities in general within the cities and there will be a lot of fun things going on in Denton County. DCTA staff invited everyone to share this with their clients and employees as a free and fun event

Upcoming Free Ride Promotions (Cont.)

- **Denton Arts and Jazz Festival (April 24-April 26):** There will be a free event shuttle provided by DCTA. Details TBD.
- **APTA Get on Board Day (April 16):** This is a day where DCTA asks people to be mindful of using public transit.
 - DCTA staff mentioned that the agencies have talked a lot about travel training and free-ride promotion days would be a great opportunity for agencies to take their clients and show them how to use the train and buses.

Non-Profit Pass Program

- When DCTA increased the non-profit discount from 25% to 50%, there was a huge increase in number of passes sold. DCTA staff explained that DCTA is investigating our philosophy on our discount pass programs.
- DCTA staff asked if it would be beneficial to the agencies if the discount was to increase from a 50% discount to a 75% discount?
 - The agencies agreed that it would be fantastic and helpful if this were to happen.

UPDATE: This item has been placed on DCTA's April board agenda for further discussion by the Board of Directors.

Lewisville Meeting Notes

Low Income Pass Program

- DCTA staff explained that our current discount pass programs do not address low-income needs (only needs through a non-profit).
- DCTA staff proposed the idea of a low-income pass program. The program would not require DCTA to qualify users, but rather use existing qualifiers (i.e. SNAP, WIC, etc.).
- Attendee mentioned DART currently does something similar to this.
- Attendee from the Salvation Army mentioned that this option would be great. Their concentration is on keeping people from being homeless. It would also be helpful for medical trips or job interviews and it would be a step toward keeping people in their homes.
- Attendee requested that if this were to go forward, that they receive something to leave with their clients.
 - DCTA staff responded that we are taking this to the Board of Directors in March and will create a rack card or another leave-behind that will be helpful.

UPDATE: This item has been placed on DCTA's April board agenda for further discussion by the Board of Directors.

Lewisville Meeting Notes

Open Discussion

Access Application

- Attendee asked about the Access application and noted some confusion about how to apply and if someone needs to apply in person.
 - Staff responded that DCTA does have a lengthy process, but people don't have to apply in person.
 - If someone needs assistance to apply to Access, they should call customer service and let them know that they need assistance. DCTA will help with anything they may need.
 - DCTA is currently working on making the application a little easier
- Attendee asked if DCTA does on-site applications for Access?
 - DCTA staff responded that we have before, but it's our most expensive service to provide, so we haven't gone out and done this regularly. If we were to receive a request to have a table at a facility, we can do that. Historically, it has been the facility/organization requesting.

Community Outreach News

- Attendee asked if there's a special event section on the email (identifying resource expos, etc.), and if we could give specifics on how to get to those places using DCTA services
 - DCTA mentioned that at future meetings we could ask if there are any events that attendees are aware of. DCTA can keep track and send that information to the group via email communications.
- DCTA staff brought up that it would be a good idea to always have a portion of Community Outreach News dedicated to events and free-ride promotions.

UPDATE: Community Outreach News is in the final stages of review and will likely be implemented in March, 2020. Until then, news will still be released from the team in a different format. The events section was added to the March Community Outreach News email and will continue to have a dedicated spot.

Open Discussion (Cont.)

New Resources Needed

- Attendee asked if it was possible to have public health related messaging on public transportation vehicles.
 - DCTA staff responded that we currently put up rail cards, but they're expensive and not very user-friendly. We want to pull all signage from inside our vehicles and look at alternatives like semi-permanent decals.
 - There will be areas where we will sell advertising space. It won't be too expensive, but DCTA would love to do some partnership work with Denton County Public Health.
 - Attendee asked who to contact regarding in-transit advertising.
 - DCTA staff responded that they will connect the relevant people once that process is put in place. This will be a longer process and it will hit market probably 6-8 months out from now.
- UPDATE:** DCTA staff provided an email introduction. A future meeting is on the radar.
- Attendee mentioned that in the past, they've set up a table with 4 staff members out in the community where they helped people apply to SNAP and if it would be beneficial to do that somewhere else?
 - DCTA staff responded that the DDTC tends to have a higher population of low-income citizens and would be a great location for something like this. It's also indoors so air conditioning would be a great benefit when it starts to get hot.

UPDATE: DCTA staff has worked with the North Texas Food Bank and SNAP Benefit sign-ups are planned for May 13, 2020 and June 11, 2020 at the DDTC.

Open Discussion (Cont.)

Other Topics of Interest

- Attendee mentioned Denton County Dash is coming up in April at the Toyota Railroad Park. There will be a health expo there and community resources are invited to table at the event.
- Attendee asked if their events could be added to the “Fun Things to Do” and how often we do them
 - DCTA would love to include as much as we can. Send Mary Worthington the event calendar and we can include those.

MEETING NOTES – DENTON



Welcome and Introductions

- New Community Relations Manager and Coordinator introduced themselves to the group.

Review of Handouts

- Staff quickly went over the handouts provided. These include the November Roundtable meeting minutes, the SPAN vs DCTA flier, the Veterans Service Flier, the CDL operator job description and the MK101 Service details.

Denton Meeting Notes

Collateral

- **SPAN Flier Review:** This flier came out of past Social Service Agency Roundtable Meetings. We wanted to communicate the difference between DCTA Access and SPAN.
 - DCTA staff noted the changes that were made based on feedback from the last meetings, including the map that has been added on the back.
 - A few more changes are already planned for readability.
 - Attendee would like to specify on the SPAN side that the trips to the VA are free.
 - Attendee asked if DCTA Access goes to Frisco at all in the Denton County side.
 - DCTA staff responded that the City of Frisco service is separate. It costs money and is not related to Access.

UPDATE: Comprehensive edits were received during and after the meeting. All edits have been made and this flier is going through one additional internal review before it will be live on the DCTA website.

DCTA Access & SPAN

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

- DCTA Access provides service for:
 - Passengers with disabilities who are unable to utilize Connect Bus service
 - Senior citizens (65+)
- Application required
 - ADA: Origin-to-destination
 - Non-ADA: Demand-response
- Trips available by appointment only
- Handicap-accessible vehicles
- Service times:
 - Monday–Friday / 6 a.m. to 6 p.m.
 - Saturday / 7:30 a.m. to 7:30 p.m.
 - Sunday / 7:30 a.m. to 7:30 p.m.
- Service times during summer/school break:
 - Monday–Friday / 5:30 a.m. to 7:30 p.m.
 - Saturday / 7:30 a.m. to 7:30 p.m.
- DCTA Access serves:
 - Denton, Lewisville, and Village
- Cost to Ride:
 - One-Way Trip: \$3
 - \$10-Ride Book: \$30

Customer Service: 940.243.0077
For more information, visit RideDCTA.net

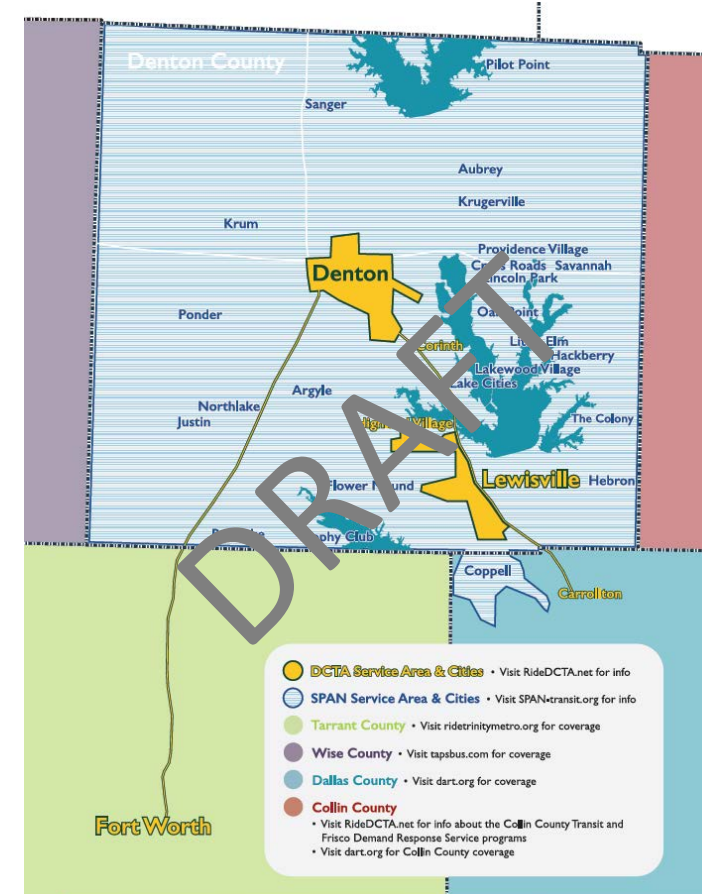
Span Denton County

- SPAN provides service for:
 - Senior citizens (65+), veterans and passengers with disabilities
 - The general public
- Application required
- Trips available by appointment only
- Handicap-accessible vehicles
- Service times:
 - Monday–Friday / 6 a.m. to 6 p.m.
 - Saturday / 7:30 a.m. to 7:30 p.m.
 - Sunday / 7:30 a.m. to 7:30 p.m.
- Shared-ride (buses or vans)
- Door-to-door transportation
- SPAN serves:
 - Argyle, Aubrey, Coppell, Cross Roads, Flower Mound, Hackberry, Hebron, Justin, Krugerville, Krum, Lake Cities, Lakewood Village, Lincoln Park, Little Elm, Northlake, Oak Point, Paloma Creek, Pilot Point, Ponder, Providence Village, Roanoke, Sanger, Savannah, The Colony, Trophy Club
- Cost to Ride:
 - One-Way Trip for Seniors, Veterans & Disabled: \$3
 - One-Way Trip for General Public: \$6

Customer Service: 940.382.1900
For more information, visit SPAN-transit.org

RideDCTA.net • 940.243.0077

HopOnBoardBlog.com • #RideDCTA



Denton Meeting Notes

Collateral (Cont.)

- **Veterans Resources Flier:** This is DCTA's first draft of a handout that will hopefully serve as a resource to help veterans get to special places of interest. The flier lists locations by city and how to get to them using DCTA services.
 - Attendee asked how DCTA identifies a veteran.
 - DCTA staff responded that a Veteran ID is all that needs to be shown.
 - Group feedback was collected and emailed in after the meeting.

UPDATE: Comprehensive edits were received during and after the meeting. This flier is currently going through an external review to plan for the last round of edits before it will be live on the DCTA website.

DCTA DENTON COUNTY TRANSPORTATION AUTHORITY

HOW TO UTILIZE DCTA & DART TO ACCESS VETERAN SERVICES

DENTON
Veterans Service Office 940.349.2950
1505 E McKinney St, Suite 151, Denton, TX 76201
VA Clinic 940.891.6350
Denton Community-Based Outpatient Clinic
2223 Colorado Blvd, Denton, TX 76201
VA Mental Health Clinic 940.857.3111
406 S Carroll Blvd, Denton, TX 76201
American Legion Post 71 940.349.7315
2501 Spencer Rd, Denton, TX 76205
Veterans of Foreign Wars Post 205 940.387.2205
909 Sunset St, Denton, TX 76201
Denton County Veterans Center 940.566.5851 x113
Veteran Community Navigator Program
400 S Carroll Blvd, Denton, TX 76201

LEWISVILLE
Veterans Service Office 972.434.8813
Precinct 3 Government Center
400 N Valley Pkwy, Suite 1134, Lewisville, TX 75067
Veterans of Foreign Wars Post 9168 972.436.5256
927 E Highway 121, Lewisville, TX 75067

FLOWER MOUND
Veterans Service Office 972.434.8813
SW Courthouse, 6200 Canyon Falls Dr, Flower Mound, TX 76226

DARTC Denton Bus Routes
1, 2, 3, 5, 6, 7, 8 & NCTC North

Denton Bus Route 2
Stop at Golden Triangle Mall & Colorado

Denton Connect Route 7
Stop at WB Oak & Cedar

Denton Bus Route 4
Stop at Brinker & Spencer

Denton Bus Route 4
Stop at University & Fulton

Denton Bus Route 7
Stop at EB Hickory & Piner

Lewisville Bus Route 21
Stop at College & Valley

Nearest Stop: Old Town Station
No nearby bus service

No service available to this locale

LAKE DALLAS Veterans of Foreign Wars Post 10460 940.321.9333 501 Thompson Dr, Lake Dallas, TX 75065 American Legion Post 88 940.321.5400 105 Gotcher Ave, Lake Dallas, TX 75056	No service available to this locale
PILOT POINT American Legion Post 550 940.686.9901 905 N Foundation, Pilot Point, TX 76258	No service available to this locale
ROANOKE Veterans of Foreign Wars Post 5074 817.491.1113 705 N Oak St, Roanoke, TX 76262 Military Veteran Peer Network 701.866.2758 Veterans Point 10600 Dunham Rd, Roanoke, TX 76262	No service available to this locale
FRISCO Veterans Services Regional Office 972.434.8813 Frisco Gov Center, 5533 FPI 423, Suite 801, Frisco, TX 75034 Veterans of Foreign Wars Post 8273 214.341.1001 Senior Center, 6670 Moore St, Frisco, TX 75034	Frisco Demand Response Rider is qualified Frisco Demand Response Rider is qualified
PLANO Collin County Veterans Service Office 972.434.8813 900 E Park Blvd, Suite 150, Plano, TX 75074 Veteran Center of North Texas 214.341.2966 900 E Park Blvd, Suite 155, Plano, TX 75074	DART Red Line Stop at Parker Rd Collin County Transit Services On-Demand
ADDISON Steven Cohen Military Family Clinic 469.680.3500 12000 Healthcare Services 16160 Midway, Suite 218, Addison, TX 75001	From Trinity Mills Station: DART Bus 536 Stop at Midway & Keller Springs
CARROLLTON Veterans Service Office 972.434.8813 Sandy Jacobs Gov Center, 1000 W. Rosemeade Pkwy, Carrollton, TX 75007 American Legion Post 597 972.242.5650 1024 S Elm St, Carrollton, TX 75006	From Trinity Mills Station: DART Bus 534 Stop at Frankford & Cambridgeshire E-NS DART Light Rail Service within walking distance; no nearby bus service
DALLAS Dallas VFW Event Hall 214.339.5800 300 S Smith St, Dallas, TX 75211 Dallas Veterans of Foreign Wars 214.327.9565 9179 Garland Rd, Dallas, TX 75218	A-train from DDTCT to GREEN Light Rail to West Transfer Center DART Bus 11 to Bus 376 to stop at Jefferson @ Walton Walker A-train from DDTCT to Green Light Rail to Fair Park Station DART Bus 60 to stop at Garland @ Lunar N-NS

RideDCTA.net • 940.243.0077

HopOnBoardBlog.com • #RideDCTA

Operator Recruitment Opportunities

- **The North Texas Mobility Corporation is continually hiring operators – CDL and non-CDL:** DCTA staff explained how DCTA contracts with NTMC for bus service, and NTMC contracts with DCTA for administrative support. NTMC is currently seeking operators for both CDL and non-CDL positions.
 - There is a nation- and industry-wide shortage of drivers. Operators can be anyone with or without experience that meets identified qualifications.
 - DCTA requested that agencies share this job opportunity with any clients that may need a job. NTMC can accommodate hourly needs and be flexible with other needs clients may have.
 - Attendee mentioned reaching out to Workforce Development under NCTCOG could be helpful. DCTA staff will send that information to NTMC HR.
- Attendee suggested looking at school bus drivers, especially in the summer.
 - DCTA staff responded that we are currently working with school districts.

Lewisville Census Support

- **January-April:** DCTA is providing support for the cities in Denton County. This census count provides funding for transportation and many other areas within the community that can make a big impact.
- The Marketing & Communications department will be providing extra support by pushing the message on all channels of communications and adding promotional signage on buses.
 - DCTA provided links to official 2020 Census outreach information and encouraged everyone to utilize the census resources in their promotions.

Service Changes

- **Inclement Weather Shuttle Policy/Process:** DCTA staff mentioned that the City of Lewisville does not have a direct plan for inclement weather situations like we do with the City of Denton. DCTA would like to create a plan like this and Mary Worthington, Community Relations Manager, will coordinate a meeting to begin this process.
UPDATE: A meeting was held on Wednesday, March 4, 2020 to discuss procedures to follow in the event of inclement weather.
- **Monsignor King (MK101) Service Free Fare Promotion:** This is a new service that takes riders from Monsignor King, stops by the DDTC, and ends at Our Daily Bread. DCTA is in the process of analyzing this service and seeing if it still needs any modifications. This will be a topic of discussion at the next board meeting.
- **Denton Enterprise Airport Zone:** Service cancellation is effective February 24, 2020. This was an on-demand service in the Denton Enterprise Airport area. It works similarly to Uber or LYFT but with a DCTA vehicle and operator. The service just wasn't as needed as originally believed to be.
 - DCTA called everyone that utilized the service and worked with them to create a smooth transition.
 - DCTA staff noted that the few riders that used this service to get to MHMR in Denton will still be able to get there using other DCTA services.

Service Changes (Cont.)

- **Routine Service Changes:** Most of these modifications are due to massive construction projects- some of the construction has been completed so we are able to revert to pre-construction schedules.

UPDATE: Service changes were modified. Alterations to the Highland Village Shuttle, Highland Village Lyft Zone and Denton Connect Route 7 will occur on March 16. Detailed information can be found at [RideDCTA.net](https://rideDCTA.net).

DCTA Campaigns

- **National Safety Month (June):** DCTA staff requested that the agencies share messaging about the things that are important to our industry, like National Safety Month. DCTA will have some social media and communications going out about this month.
 - Attendee asked if DCTA is willing to go to shelters and other locations and speak to the homeless population directly.
 - DCTA staff responded that DCTA is always willing to provide safety education and would be more than happy to speak to clients directly.
- **Transit Driver Appreciation Day (March 18):** DCTA will be doing some fun things to recognize our drivers. DCTA staff requested that agencies share communications and thank a driver or conductor if they personally use DCTA services.

Upcoming Free Ride Promotions

- **National Bike-to-Work Day (May 11-17):** Free ride for bikers on that Friday. In order to ride free, passengers must have a bike with them.
- **Thin Line Festival (March 25-March 29):** This is a documentary festival in Denton. Free ride with code word: ThinLineFest20.
- **Rails to Trails (April 18):** This event is from 9:00 a.m. to 12:00 p.m. on the national opening day for trails with a rain date of June 6. DCTA staff shared the video NCTCOG made highlighting the A-train Rail Trail as their trail of the month.
 - DCTA is planning this event with partner cities along the trail. It starts at the Hebron Station and follows the trail to the DDTC. April 18 is full of activities in general within the cities and there will be a lot of fun things going on in Denton County and along the A-train Rail Trail. DCTA staff invited everyone to share this with their clients and employees as a free and fun event

Upcoming Free Ride Promotions

- **Denton Arts and Jazz Festival (April 24-April 26):** There will be a free event shuttle provided by DCTA. Details TBD.
- **APTA Get on Board Day (April 16):** This is a day where DCTA asks people to be more aware of public transit and using it.
 - DCTA staff mentioned that the agencies have talked a lot about travel training and free-ride promotion days would be a great opportunity for agencies to take their clients and show them how to use the train and buses.
 - DCTA staff noted that a rider does not need to be going to the event the promotion is for to be able to ride free.

Non-Profit Pass Program

- When DCTA increased the non-profit discount from 25% to 50%, there was a huge increase in number of passes sold. DCTA staff explained that DCTA is investigating our philosophy on our discount pass programs.
- DCTA staff asked if it would be beneficial to the agencies if the discount was to increase from a 50% discount to a 75% discount?
 - The agencies agreed that it would be fantastic and helpful if this were to happen.

UPDATE: This item has been placed on DCTA's April board agenda for further discussion by the Board of Directors.

Low Income Pass Program

- DCTA staff explained that our current discount pass programs do not address low-income needs (only needs through a non-profit).
- DCTA staff proposed the idea of a low-income pass program. The program would not require DCTA to qualify users, but rather use existing qualifiers (i.e. SNAP, WIC, etc.).
- Attendee mentioned DART currently does something similar to this.
- Attendee from the Salvation Army mentioned that this option would be great. Their concentration is on keeping people from being homeless. It would also be helpful for medical trips or job interviews and it would be a step toward keeping people in their homes.
- Attendee requested that if this were to go forward, that they receive something to leave with their clients.
 - DCTA staff responded that we are taking this to the Board of Directors in March and will create a rack card or another leave-behind that will be helpful.

UPDATE: This item has been placed on DCTA's April board agenda for further discussion by the Board of Directors.

Open Discussion

University Services

- Attendee asked about offering a service to TWU that is similar to UNT's service.
 - DCTA staff responded that UNT pays 100% of their cost because it's a contract service. UNT students pay a transportation fee that pays for it. NCTC has this same contract service and pays themselves.

Sunday Service

- Attendee asked if there was anything in the future about having transit routes on Sundays.
 - DCTA staff responded that Sundays are when staff provides the majority of maintenance on vehicles.

Open Discussion (Cont.)

Bus Signage/Advertising

- Attendee asked if DCTA could include STD information awareness days (June 27) as part of the free ride promotion.
 - DCTA staff responded that they've talked about maybe including some general public health messaging on buses.
 - DCTA staff asked attendee to submit a formal request to Mary Worthington.
 - For free ride promotions, it must be all or nothing. So, if it was a general public health day, that could be a potential collaboration DCTA could look at.

UPDATE: DCTA staff provided an email introduction. A future meeting is on the radar.

MEETING SUMMARY



Meeting Summary

Service:

- The Spring Service changes regarding a few Denton Connect and UNT routes and schedules were discussed, as well as the cancellation of the Denton Enterprise Airport Zone service and the addition of the MK101 shuttle.

UPDATE: Service changes were modified. Alterations to the Highland Village Shuttle, Highland Village Lyft Zone and Denton Connect Route 7 will occur on March 16. Detailed information can be found at [RideDCTA.net](https://rideDCTA.net).

Programs and Materials:

- The third drafted version of the DCTA Access and SPAN flier was presented and DCTA received feedback on how to improve it even further.
- The first drafted version of the Veterans Resources Flier was presented and agencies gave feedback on how to improve it.
- A Non-Profit Pass Program discount increase was discussed and feedback was received. DCTA staff will be taking this to the board in March.
- The introduction of a Low Income Pass Program was discussed and met with agreement on the need of a program like this. DCTA staff will be taking this to the board as well.

Meeting Summary (Cont.)

Campaigns:

- DCTA-specific campaigns were discussed and help with promotion was requested from the agencies.
- Agencies were notified of the numerous free ride promotions that will be coming up and all of the ways agencies could utilize these promotions. Agencies were also asked to help promote these days.

General:

- Operator job opportunities under NTMC were discussed and DCTA requested that agencies share this information with their clients that are in need of jobs.
- 2020 Census support and it's importance was discussed and DCTA requested agencies help educate the public and curb fear surrounding it.
- Health related messaging on vehicles, Access applications and new staff members were discussed.

NEXT STEPS



Next Steps

Collateral Support:

- Continue to develop a Veteran's Service Map (showing DCTA services and all Veteran services / in large print) and bring a second draft to the next roundtable
- Updates to the SPAN Services Flyer; will bring to the next roundtable.

UPDATE: Comprehensive edits were received during and after the meeting. All edits have been made and the SPAN flier is going through one additional internal review before it will be live on the DCTA website. The Veteran's Service flier is in the process of being revised and reviewed after feedback was heard.

Operator Recruitment

- DCTA/NTMC to send operator recruitment information to CCA for job fair, Texas Workforce Commission about Operator positions, COG Workforce Development group.

UPDATE: DCTA sent all information to NTMC HR and they are pursuing these efforts.

2020 Census

- DCTA to send Denton County Census media kit to agency database once received.

UPDATE: DCTA sent media kit to agencies.

Information

- DCTA Community Relations to add standing section in Community Outreach News for events.
- DCTA to send agencies a survey with questions about new discount program proposals.
- DCTA to work with Denton County Public Health on vehicle signage once available.
- DCTA to work on Targeted City Surveys.
- DCTA to provide agencies with digital media package for National Safety Month

UPDATE: The standing section in Community Outreach News has been added. Survey questions about the new discount program proposals are being created. An introduction email regarding signage on buses has been sent and a meeting will be set up once that process is put in place.

General

- Lewisville implementation for Inclement Weather procedures
- DCTA to work on the possibility of hosting a SNAP sign up event at the DDTC

UPDATE: The first meeting regarding implementing Inclement Weather procedures with the City of Lewisville was set up, future meetings will follow. DCTA has worked with the North Texas Food Bank and scheduled two days for SNAP sign ups at the DDTC.

Next Steps Progress

Intake Surveys	5/19/2019	Close			Will be handled individually with Serve Denton and M. King
Lewisville Library: Audiobooks for Bus Drivers	8/19/2019				
LUSD Magazine Promotion	8/19/2019	Mary is working with LUSD			asked Bill Lee Director of Marketing for low cost ad info
Lewisville Movement on the Parkway Involvement	8/19/2019	DCTA attending			
Informational Materials for Denton Jail (w/ Winning the Fight)	8/19/2019	Delivered			
Vlog-style Video Tours for Public Transit (Journey to Dream)	8/19/2019				
Pre-Train the Trainer Training Opportunities	8/19/2019	Close			
Adjust the SSA GIS Map to Make List/Legend More Obvious or Pop-Up Automatically	8/19/2019				Map was created by City of Denton, working to see if we can make this happen through the city.
Printable PDF Version of SSA GIS Map	8/19/2019	Complete			Sent to group 8/30
NCTC: Update Materials to Better Reflect Student Resources	8/19/2019	Complete			New graphics sent to counseling and administration offices
Website Enhancements to "Human Service" Page	11/6/2019				
Website Navigation Enhancements	11/6/2019				
Social Service Agency Roundtable Field Trip	11/6/2019				
DCTA & SPAN Flier Version 3	2/19/2020	Finished- waiting for feedback from Agencies			Change colors to patterns for readability when printed in black and white. Work on column/information line-ups so they read across easily. Add a notice that SPAN rides are free to the VA.
Veterans Service Flier	2/19/2020	Finished- waiting for feedback from Agencies			Add SPAN to locations that aren't accessible via DCTA or DART. Add a number to call next to phrases like "if rider is qualified". Fix veteran office locations and numbers that need to be updated. Add Dallas VA office.
Send Operator Job opportunities to NTMC HR to send to CCA for job fair	2/19/2020	Complete			
Send NTMC HR info to Send to Texas Workforce Commission about Operator positions	2/19/2020	Complete			
NCTCOG Workforce Development group - send info to NTMC HR for a possible partnership	2/19/2020	Complete			
Send Denton County/City of Lewisville Census campaign media kit and social media calendar to Agency database	2/19/2020	Waiting to receive. Will receive no later than 3/12			
Create standing section in "Community Outreach News" for upcoming events and promotions	2/19/2020				Could be called "News to Share"
Inquire about hosting a SNAP event at the DDTC	2/19/2020				
Send Agencies survey about Non-profit Discount program percentage increase and the development of a Low Income Pass Program	2/19/2020	In process			
Work on partnering with Denton County Public Health for Vehicle Signage	2/19/2020				Evergreen health messaging that could stay on the vehicles. Sent an introductory email to begin this process once the program is up and running
Targeted City Surveys	2/19/2020				
DCTA to provide digital package for National Safety Month to agencies	2/19/2020				
Lewisville Implementation for Inclement Weather procedures	2/19/2020	In progress. working with Lewisville to schedule meeting			mtg held 3/4. Process in place. Mary will coordinate this meeting.

NEXT ROUNDTABLE MEETINGS



February Roundtable Meetings

UPDATE: Originally-scheduled May meetings have been cancelled due to COVID-19. Meetings are scheduled to resume in August 2020. Information will continue to be shared via Community Outreach News (e-newsletter).

<u>Lewisville</u>	<u>Denton</u>
Date/Time: Wednesday, May 20 th 9:30 – 11 a.m.	Date/Time: Thursday, May 21 st 9:30 – 11 a.m.
Location: DCTA Admin Offices Board Room 1955 Lakeway Drive, Ste. 260 Lewisville, TX 75057	Location: Serve Denton Conference Room 306 N Loop 288 Denton, TX. 76209

CANCELLED

CONTACT INFORMATION



**For questions about the upcoming Social Service Agency Roundtables
or to get more involved in the conversation, please contact:**

Mary Worthington
Community Relations Manager
mworthington@dcta.net

Kendra Meek
Community Relations Coordinator
kmeek@dcta.net

Board of Directors Memo

February 27, 2020

SUBJECT: Highland Village Connect Shuttle and Enhanced Lyft Subsidy Program Cost Comparison

Background

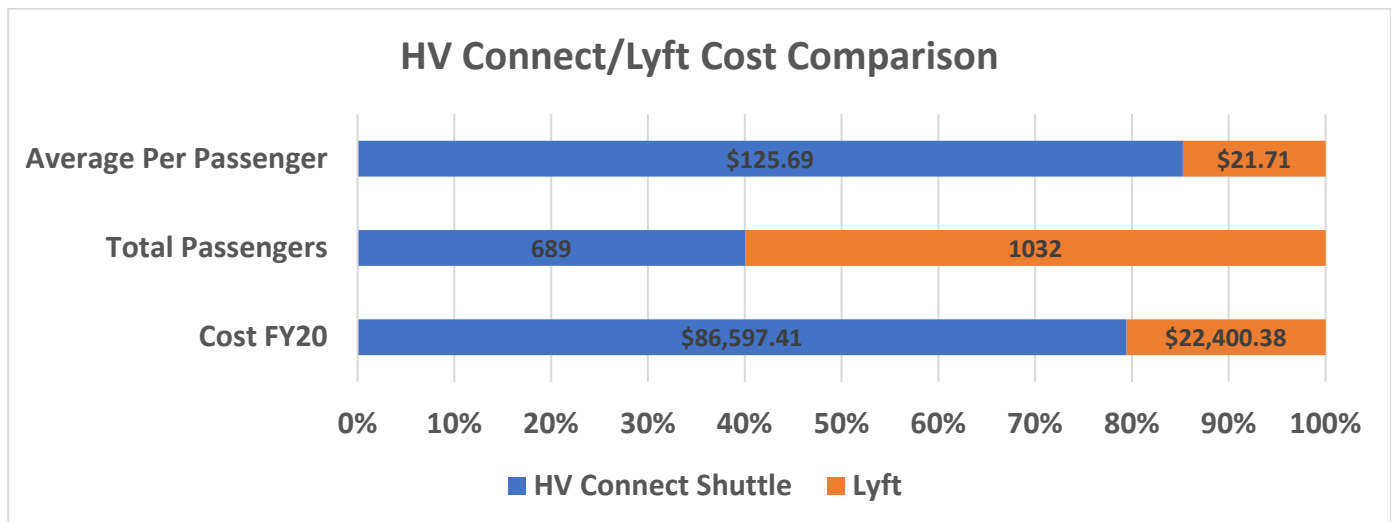
At the February Board Meeting, staff presented information on the Highland Village Connect Shuttle ridership and associated costs. Due to continued low ridership, staff recommended, and the Board approved discontinuing the Highland Village Connect Shuttle and enhancing the existing Lyft Subsidy Program. The enhancements included increasing the subsidy from \$10 to \$13 and adding Saturday service. During the discussion, the Board requested additional information comparing the cost per trip for each service.

Identified Need

At their February 2020 meeting, the Board requested additional information comparing the cost per trip for each service.

Financial Impact

Highland Village Connect Shuttle was budgeted \$228,323 for FY2020. In the first 4 months of the fiscal year, October 2019 – January 2020 the Highland Village Connect Shuttle cost \$86,597.41 and provided 40% of the total trips while Lyft cost \$22,400.38 and provided 60% of the trips.



If the 689 trips were provided by Lyft vs. Shuttle the savings in the first 4 months would be \$71,639.22.

Recommendation

N/A

Submitted by:


Michelle Bloomer, VP of Operations

Approval:


Raymond Suarez, CEO

Board of Directors Memo

March 26, 2020

SUBJECT: Transformation Initiative Update

Background

The Transformation Initiative is an agency-wide study to help the DCTA Board of Directors develop a cohesive vision for DCTA's future, improve operations, address perceived concerns, and respond to evolving markets, technology and consumer preferences.

Financial Impact

A cost for the study, and any additional services, will be disclosed in the bid proposals received on April 3, 2020.

Timeline Update

Completed Steps (all on schedule)

- January 23, 2020 – Board approved scope of work and timeline with modifications
- January 24, 2020 – Updated scope and timeline were sent to the Board in a Friday email
- February 10, 2020 – Bid package was released; key consultants were notified
- February 10, 2020 – Evaluation committee was notified, and meetings were scheduled for the bid process
- March 4, 2020 – Pre-proposal conference, with 10 bidders in attendance (in person and via phone)
- March 13, 2020 – All bidder questions due

Next Steps

- March 25, 2020 – All bidder questions answered
 - A committee of employees are working on answering all questions received
 - Answers are being shared via BidSync once they have been answered
- April 3, 2020 – All final bids due by 10 a.m.
 - **BOARD NOTES:**
 - Bidders have requested an extension on the April 3 due date
 - Depending on the extension, the deadline to bring a recommended consultant to the Board of Directors for approval could be negatively impacted

Submitted By: _____



Nicole Recker, VP of Marketing & Administration

Board of Directors Memo

March 26, 2020

SUBJECT: Consider Resolution R20-03 Electing a Secretary to the DCTA Board of Directors

Background

Pursuant to Article IV of the Denton County Transportation Authority Board of Directors' Bylaws, the Board of Directors shall elect members to serve in Board Officer positions as set forth in the Bylaws. The position of Secretary is currently vacant.

Identified Need

Article IV, Section 6 of the Bylaws requires the officers to be elected from among the members of the Board of Directors and shall hold office in accordance with the term as set forth in the Bylaws.

Financial Impact

There is no financial impact.

Recommendation

Staff recommends the Board of Directors conducted an election for the Secretary position to the Board and approve Resolution R20-03 Electing a Secretary to the DCTA Board of Directors.

Exhibits

Resolution R20-03 Electing a Secretary to the DCTA Board of Directors

Submitted By: 

Brandy Pedron
Executive Administrator

Final Review: 

Raymond Suarez
CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R20-03**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (“DCTA”) ELECTING A SECRETARY TO THE DCTA BOARD OF DIRECTORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Article IV of the Denton County Transportation Authority Amended and Restated Bylaws, the Board of Directors shall elect a Chair, Vice-Chair and Secretary; and

WHEREAS, the Board of Directors conducted an election of the Secretary for the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THAT:

SECTION 1. The election of a new Secretary as an officer of the Board of Directors of the Denton County Transportation Authority is approved. The duly elected officers of the Board of Directors shall be as follows:

Chair	Dianne Costa
Vice-Chair	T. J. Gilmore
Secretary	_____

SECTION 2. All provisions of the resolutions of the DCTA Board of Directors in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. This resolution shall become effective immediately upon its passage and approval.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 26TH DAY OF MARCH 2020.

APPROVED:

Dianne Costa, Chair

ATTEST:

Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., General Counsel
(10-18-2019:TM 111623)



Board of Directors Memo

March 26, 2020

SUBJECT: Discuss North Central Texas College (NCTC) Contracted Service Agreement

Background

In December 2019, the DCTA board approved a six-month extension of the existing contract service agreement with North Central Texas College (NCTC), effective January 1, 2020 through June 30, 2020.

DCTA currently provides contract university shuttle bus service for the North Central Texas College (NCTC) students, faculty, and staff.

The original contract with North Central Texas College (NCTC) went into effect on August 21, 2009 and has been renewed annually with routine updates and amendments.

Identified Need

To ensure continuation of service to North Central Texas College (NCTC), NCTC desires to extend the current agreement for an additional six (6) months. This extension will allow time for DCTA to adopt a cost allocation model that will provide clear guidance on the hourly rates and administrative fee policy to be used in future agreements for contracted services.

Financial Impact

If an extension is granted prior to a new contract service policy is in place, the new fee per operational hour will be \$52.02, which is a 5% increase. Fuel will be charged as a pass-through cost.


Exhibits

Exhibit 1: December 2019 NCTC Contract Amendment

Exhibit 2: NCTC Parent Contract

Exhibit 3: NCTC Shuttle Map

Submitted By: 
Nicole Recker, Vice President of Marketing and Administration

Approval: 
Raymond Suarez, CEO

**STATE OF TEXAS §
 §
 §
COUNTY OF DENTON §**

**FIFTH AMENDED INTERLOCAL
COOPERATION AGREEMENT**

This Fifth Amended Interlocal Cooperation Agreement is made and entered into by and between Denton County Transportation Authority ("DCTA") and North Central Texas College ("NCTC") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Third Amended and Restated Interlocal Cooperation Agreement on June 29, 2016 (the "Agreement"); and

WHEREAS, the Parties entered into the Fourth Amended Interlocal Cooperation Agreement on January 17, 2019, extending the Term of the Agreement and increasing revenue cost per hour; and

WHEREAS, the Parties agree to extend the Term of the Agreement for six (6) months beginning January 1, 2020 and to increase the revenue cost per hour by 5%; and

WHEREAS, the Parties are authorized to enter into this Fifth Amended Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code; and

WHEREAS, DCTA and NCTC are units of local government that have the statutory authority under the Act to perform the services set forth in the Agreement and this Fifth Amended Interlocal Cooperation Agreement; and

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, DCTA is authorized to enter into this Agreement with NCTC to provide the requested bus services; and

WHEREAS, each Party will make any required payments for services from current revenues available to such Party; and

WHEREAS, the Parties agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Article II, **Term**, is hereby amended to read as follows:

"2.1 The Term of the Agreement shall be extended for six (6) months commencing on January 1, 2020 and continuing through June 30, 2020, unless sooner terminated as provided herein.

.....”

2. That Article IV, **Compensation; Fees**, is hereby amended to read as follows:

“4.1 **Bus Service Fees.** (a) NCTC agrees to pay to DCTA for the Bus Service based on a "Operational Hour of Service" which for purposes of this Agreement is defined as: (i) each hour that a vehicle is assigned to provide service on a route described in Exhibit "A" (or as modified by DCTA from time to time as provided herein) minus the total amount of rider fees collected pursuant to Section 3.9 above; (ii) the vehicle is available to the general public; and (iii) there is an expectation of carrying passengers, to be paid in the following amounts or rates: For Bus Services delivered from January 1, 2020 through June 30, 2020, NCTC shall pay DCTA \$49.54 per Operational Hour of Service excluding the cost of fuel.

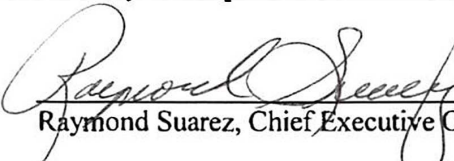
...”

3. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in this Fifth Amended Interlocal Cooperation Agreement are inconsistent with the Agreement, the terms and conditions contained in this Fifth Amended Interlocal Cooperation Agreement will be controlling.


(signature page to follow)

EXECUTED this 17th day of December, 2019.

Denton County Transportation Authority


By: 
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: 
Joseph J. Gorfida, Jr., General Counsel
(11-13-2019:TM 112162)

EXECUTED this 26th day of November, 2019.

North Central Texas College

By: 
Name: G. Brent Wainwright, PhD
Title: CHANCELLOR

**STATE OF TEXAS §
 § **AMENDED AND RESTATED**
COUNTY OF DENTON § **INTERLOCAL COOPERATION AGREEMENT****

This Amended and Restated Interlocal Agreement (the “Agreement”) is made and entered into by and between Denton County Transportation Authority (“DCTA”) and North Central Texas College (“NCTC”), acting by and through their authorized representatives.

RECITALS

WHEREAS, DCTA entered into an Interlocal Cooperation Agreement with NCTC for the purpose of providing NCTC a lease purchase option for the purposes of purchasing a Type III bus that provides a fixed route service; and

WHEREAS, DCTA and NCTC desire to amend and restate the Agreement to provide NCTC a lease purchase option for the purposes of purchasing a second Type III bus that will also provide a fixed route bus service for the benefit of NCTC students, staff, and faculty for the purposes stated in Article I, below; and

WHEREAS, the DCTA desires to provide NCTC a lease purchase option to purchase a second Type III bus that will be used to provide the fixed route service pursuant to this Agreement; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791, Texas Government Code; and

WHEREAS, DCTA and NCTC are units of local government that have the statutory authority under the Act to perform the services set forth in this Agreement; and

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code the DCTA is authorized to enter into this Agreement with NCTC to provide the requested bus services; and

WHEREAS, each party will make any required payments for services from current revenues available to such party; and

NOW THEREFORE, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article I
Purpose**

The purpose of this Agreement is to: (i) provide bus services for the benefit of NCTC and its students, faculty, and staff, in a manner that will assist the DCTA in providing bus services on

behalf of Denton County, Texas; and (ii) to provide universal access to DCTA Connect and Commuter Express Bus Service.

Article II

Term

2.1 The term of this Agreement shall begin on **September 1, 2014** and continue for period of one year, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew on the expiration date of the then current term for successive terms of one year each, unless sooner terminated as provided herein.

2.2 Either party may terminate this Agreement for any reason whatsoever, with or without cause, by providing by the other party ninety (90) days prior written notice to terminate.

2.3 This Agreement may be terminated by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within ninety (90) days after written notice thereof.

Article III

Services

3.1 **Bus Service.** DCTA agrees to permit all NCTC students, staff, and faculty to use or ride on public transportation buses operated by or on behalf of the DCTA on the fixed route bus system as operated by the DCTA ("Bus Services") by displaying a valid NCTC student, staff or faculty identification. The valid NCTC identification must be displayed to the DCTA bus operator prior to such person being allowed to use or ride the Bus Service. The Bus Service shall include bus stops on or near the NCTC Corinth, Texas campus along a fixed route and schedule of service determined by DCTA from time to time in consultation with NCTC. A fixed route service serving the NCTC shall be in place for the entire term of this Agreement.

3.2 **DCTA Connect and Commuter Bus Service Access.** DCTA agrees to permit universal access to all NCTC students, staff, and faculty to use or ride on public transportation buses operated by or on behalf of the DCTA for DCTA Connect.. The valid NCTC identification must be displayed to the DCTA bus operator prior to such person being allowed to use or ride the DCTA Connect and Commuter Bus Service.

3.3 **Bus Service Vehicle.** (a) DCTA shall purchase a second Type III bus for the sole use in providing the Bus Service. For purposes of this Agreement a Type III bus means a bus that will carry at least sixteen (16) passengers, with a quick conversion for up to two (2) wheelchair passengers and twelve (12) additional passengers. The purchase price of the Type III bus and equipment shall not exceed \$75,000. NCTC agrees to reimburse DCTA the total cost for the purchase and equipping of such vehicle plus interest at the rate of 3.25% per annum to be paid by NCTC to DCTA in five (5) annual lease installments to be paid on the 1st day of October of each calendar year beginning on the 1st day of October 2014 and continuing until such costs and interest are paid in full. In the event this Agreement is terminated and not renewed by the parties, DCTA agrees to sell and transfer title to such vehicle to NCTC, and NCTC agrees to purchase

such vehicle for the outstanding principal and interest owed for the vehicle to be paid within sixty (60) days after the end of the NCTC fiscal year in which this Agreement is terminated. At the end of the fifth (5th) year, DCTA agrees to transfer title to such vehicle to NCTC at no additional purchase or lease cost (provided NCTC has fully paid all annual lease installments). DCTA will insure, operate and maintain such vehicle until title to such vehicle is transferred to NCTC or this Agreement is terminated. DCTA shall use this vehicle only for the fixed routes specified in Exhibit "A" except as such routes are revised from time to time by the DCTA. DCTA may use the NCTC brand at no additional cost or charge.

(b) In the event the Type III bus to be purchased by DCTA for the Bus Service is not available for the initiation of service, or in the event a spare DCTA vehicle is needed to provide the Bus Service, NCTC shall pay DCTA a rate of \$95 per day for each day, or portion of a day, excluding fuel, for which a DCTA spare fleet vehicle is used to provide the Bus Service

3.4 **Service Standards.** All vehicles used by DCTA or its contractors in the provision of the Bus Service shall be maintained by DCTA consistent with manufacturer's specifications. DCTA, or its contractor, shall in connection with the bus services provided pursuant to this Agreement, be responsible for the: (a) management and operation of the service; (b) all hiring, training and personnel management functions; (c) monitoring and evaluation of all operations, systems, and procedures; (d) safety, loss prevention, and insurance programs; (e) determination of revised schedules and routing, subject to the approval of the NCTC Representative; (f) maintenance of all vehicles, including those provided by NCTC; (g) customer relations and complaint resolution; (h) data collection and reporting; and (j) collection and accounting of all farebox revenue, pass and ticket sales, and other customer revenues received. DCTA shall, upon written request provide NCTC access during normal business hours, the DCTA records maintained for the services provided pursuant to this Agreement.

3.5 **Bus Service Schedule.** The schedule for the 1 Bus Service at the time of this agreement is set forth in Exhibit A. Thereafter DCTA shall have the right to modify the schedule of service after consultation with NCTC; however a fixed route serving NCTC shall remain in place for the term of this Agreement. Any modifications or changes to the schedule of service shall be provided in writing to the NCTC and shall be deemed a part of this Agreement without formal amendment to this Agreement. DCTA shall at all times be the final determiner of bus routes and schedules.

3.6 **Marketing and Promotions.** NCTC shall be responsible for all student or user marketing and promotional activities related to the services provided pursuant to this Agreement. DCTA shall be consulted prior to any NCTC notice of promotional service that affects any level of service provided by DCTA pursuant to this Agreement. DCTA may assist NCTC in the NCTC marketing and promotional activities.

3.7 **Bus Stop Locations.** NCTC shall be responsible for the installation of federal, state, or DCTA compliant bus stops, signage, related infrastructure and access thereto. This may include a bus stop pole and DCTA schedule. The maintenance of all bus stops, signage and related infrastructure on the NCTC campus or NCTC controlled facilities or property shall be the sole responsibility of NCTC.

3.8 **Other Passengers.** Nothing in this Agreement shall be construed as prohibiting passengers who are not NCTC students, faculty, or staff from using the bus services provided pursuant to this Agreement. All non-student, non-faculty and non-staff members shall pay a rider fare established by DCTA, from time to time which shall be used to reimburse NCTC in accordance with Paragraph 4.1 below.

Article IV Compensation; Fees

4.1 **Bus Service Fees.** (a) NCTC agrees to pay to DCTA for the Bus Service based on a "Revenue Hour of Service" which for purposes of this Agreement is defined as: (i) each hour that a vehicle is assigned to a route described in Exhibit "A" (or as modified by DCTA from time to time as provided herein) minus the total amount of rider fees collected pursuant to Section 3.9 above; (ii) the vehicle is available to the general public; and (iii) there is an expectation of carrying passengers, to be paid in the following amounts or rates: For Bus Services delivered from August 21, of each year through and including August 20 of the following year NCTC shall pay DCTA \$36.97 per Revenue Hour of Service excluding the cost of fuel. Thereafter, the amount of the Revenue Hour of Service rate may be adjusted by DCTA on an annual basis no more than 5% for any term beginning August 21 by DCTA providing NCTC written notice of such change at least thirty (30) days prior to the expiration of the then current term.

(b) Each calendar month during the term of this Agreement, DCTA shall provide NCTC a written invoice of 1/12 of the estimated annual compensation and costs due DCTA for Bus Service, which shall be paid by NCTC within fourteen (14) days after receipt of the invoice (the "Bus Service Estimate").

4.2 **Fuel Costs.** NCTC shall pay DCTA for actual fuel costs consumed or required for Bus Service provided under this Agreement. DCTA shall on a monthly basis provide a written invoice to NCTC for the fuel cost charges incurred by the DCTA for the Bus Service for the previous ending month.

4.3 **Connect Access Fee.** NCTC shall pay DCTA a fixed fee in the amount of Eight Thousand and No/100 Dollars (\$8,000.00) for each term of this Agreement (the "Connect Access Fee") for universal access to the DCTA Connect Bus Service by NCTC students, staff, and faculty payable in two (2) equal installments to be paid on the first day of October and the first day of February of each calendar year this Agreement is in effect. DCTA shall submit a written invoice to NCTC for payment at least thirty (30) days prior to when payment is due, which includes the Connect Access Fee which is due on the first day of October and the first day of February of each term of this Agreement. In the event this Agreement is terminated prior to the expiration of the then current term NCTC shall be entitled to a refund of a prorated portion of the annual Connect Access Fee based on the number of months then remaining under the current term to reflect the months in which access for NCTC students, staff, and faculty to use or ride DCTA Connect Bus Service will not be available under the then current term of the Agreement.

4.4 **Reconciliation.** DCTA will reconcile the actual Revenue Hours of Service provided for the Local Connect Bus Service with the monthly Local Connect Bus Service Estimate on or before the last day of each month of January, June, and August of each calendar year. DCTA will submit an invoice for additional costs if the reconciliation determines that the monthly estimate payments for the Local Connect Bus Service Fee previously paid was less than the actual amount owed for such service. If the actual Revenue Hours of Service provided by DCTA for the Local Connect Service was less than the amount of the Revenue Hours of Service used for the calculation of the monthly estimate payments paid to DCTA, a credit will be provided to NCTC for surplus amount. If a credit is owed to NCTC based upon a final reconciliation at the end of the term of the Agreement, DCTA will refund such for the overpayment amount within thirty (30) days after such final reconciliation.

Article V Miscellaneous

5.1 **Entire Agreement.** This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

5.2 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

5.3 **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

5.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 **Amendments.** This Agreement may be amended by the mutual written agreement of the parties.

5.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA:

Attention: James C. Cline, Jr. P.E.
President
Denton County Transportation Authority
1660 South Stemmons, Suite 250
Lewisville, Texas 75067
972-221-4600 Telephone
972-221-4601 Facsimile

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended NCTC:
Roy Culberson
North Central Texas College/Corinth Campus
1500 North Corinth Street
Corinth, Texas 76208-5408

With copy to:

Robbie Baugh and Dr. Janie Neighbors
North Central Texas College
1525 West California Street
Gainesville, Texas 76240

5.8 **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

5.9 **Exhibits.** The Exhibits attached hereto are incorporated herein.

5.10 **Recitals.** The recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

5.11 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination hereof.

5.13 **Approval of Parties.** Whenever this Agreement requires or permits the approval or consent to be given by a party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

5.14 **No Third-Party Beneficiary.** Nothing in this Agreement shall be construed as creating or giving rise to any rights of third-parties or any persons other than the Parties hereto.

5.15 **Third-Party Subcontractors.** DCTA has the right to contract with a third-party or other contractors to perform all or any part of the service under this Agreement. The terms and conditions of this Agreement shall be binding on such third-party contractors.

(Signature to Follow)

EXECUTED this 28TH day of April, 2014.

DENTON COUNTY TRANSPORTATION AUTHORITY

By: James C. Cline, Jr.
James C. Cline, Jr. P.E., President

APPROVED AS TO FORM:

By: Peter G. Smith
For Peter G. Smith, General Counsel
(11-27-13/63736)

EXECUTED this 31 day of March, 2014.

NORTH CENTRAL TEXAS COLLEGE

By: Eddie C. Hadlock
Name: Eddie Hadlock
Title: President

APPROVED AS TO FORM:

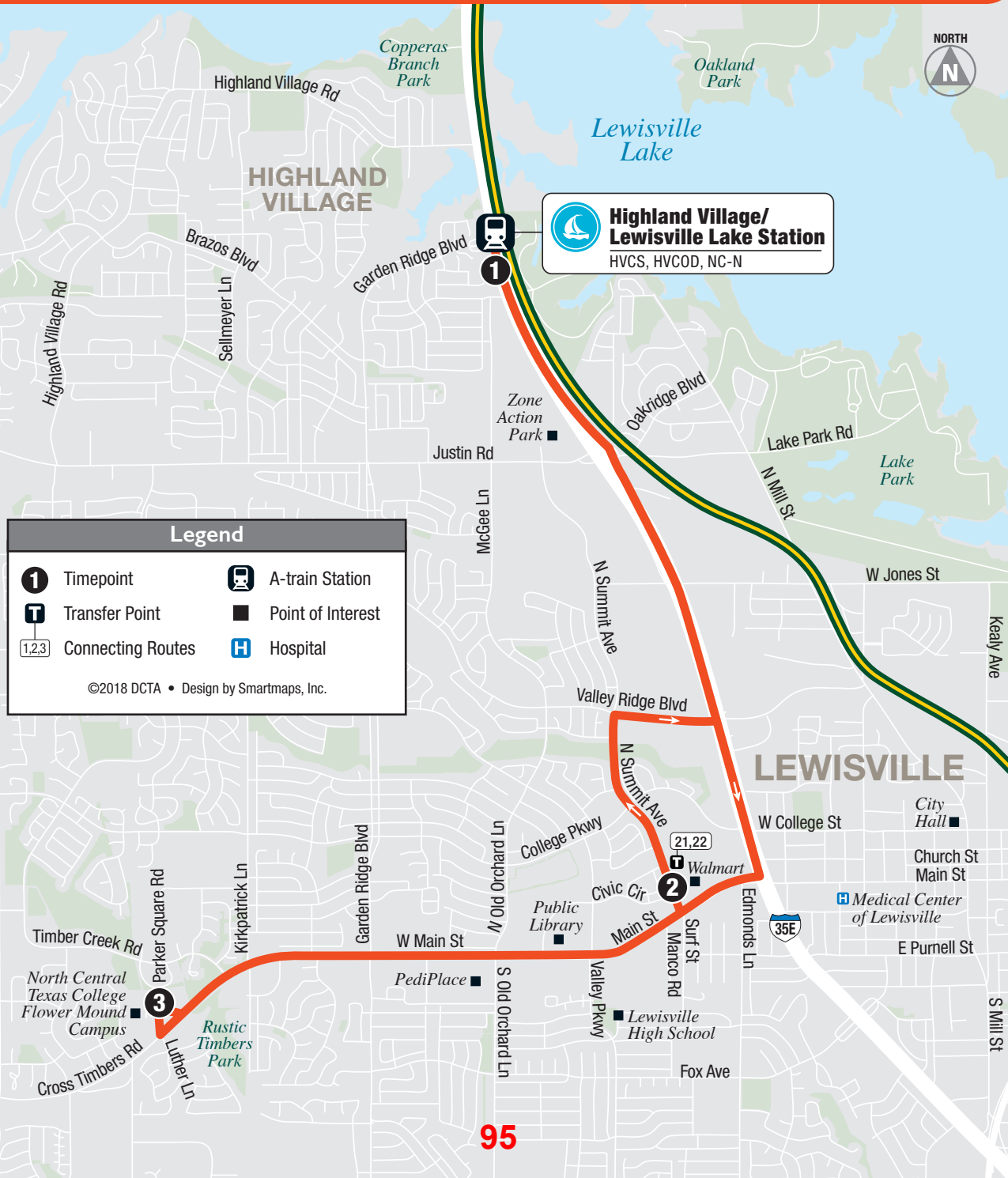
By: _____
_____, General Counsel

**Exhibit A
Schedule of Service
To be attached**

Block	SIGN IN	LEAVE YARD	DDTC	MedPark Station	NCTC Corinth	Highland Village Station	NCTC Corinth	MedPark Station	DDTC
1	6:20 AM	6:30 AM	6:50 AM	7:05	7:20	7:35	7:50	8:05	8:20
1			8:20 AM	8:35 AM	8:50 AM	9:05 AM	9:20 AM	9:35 AM	9:50 AM
1			9:50 AM	10:05 AM	10:20 AM	10:35 AM	10:50 AM	11:05 AM	11:20 AM
1			11:20 AM	11:35 AM	11:50 AM	12:05 PM	12:20 PM	12:35 PM	12:50 PM
1			12:50 PM	1:05 PM	1:20 PM	1:35 PM	1:50 PM	2:05 PM	2:20 PM
1			2:20 PM	2:35 PM	2:50 PM	3:05 PM	3:20 PM	3:35 PM	3:50 PM
1			3:50 PM	4:05 PM	4:20 PM	4:35 PM	4:50 PM	5:05 PM	5:20 PM
1									
1									
1									
1									

Block	SIGN IN	LEAVE YARD	Highland Village Station	Summit @ Civic	NCTC Flower Mound	Summit @ Civic	Highland Village Station	NCTC Corinth	MedPark Station	DDTC
2	6:15 AM	6:30 AM	6:50 AM	7:00 AM	7:12 AM	7:24 AM	7:35 AM			
2			7:35 AM	7:45 AM	7:57 AM	8:09 AM	8:20 AM			
2			8:20 AM	8:30 AM	8:42 AM	8:54 AM	9:05 AM			
2			9:05 AM	9:15 AM	9:27 AM	9:39 AM	9:50 AM			
2			9:50 AM	10:00 AM	10:12 AM	10:24 AM	10:35 AM			
2			10:35 AM	10:45 AM	10:57 AM	11:09 AM	11:20 AM			
2			11:20 AM	11:30 AM	11:42 AM	11:54 AM	12:05 PM			
2			12:05 PM	12:15 PM	12:27 PM	12:39 PM	12:50 PM			
2			12:50 PM	1:00 PM	1:12 PM	1:24 PM	1:35 PM			
2			1:35 PM	1:45 PM	1:57 PM	2:09 PM	2:20 PM			
2			2:20 PM	2:30 PM	2:42 PM	2:54 PM	3:05 PM			
2			3:05 PM	3:15 PM	3:27 PM	3:39 PM	3:50 PM			
2			3:50 PM	4:00 PM	4:12 PM	4:24 PM	4:35 PM	NCTC Corinth	MedPark Station	DDTC
2			4:35 PM	4:45 PM	5:05 PM	5:17 PM	5:30 PM	17:45	18:00	18:15
2										

North Central Texas College South



North Central Texas College North

Regular Item 3, Exhibit 3



Board of Directors Memo

March 26, 2020

SUBJECT: Discuss City of McKinney Interlocal Agreement Providing Service to the McKinney Urban Transit District (MUTD)

Background

In May 2017, the DCTA board approved an Interlocal Agreement (ILA) with the City of McKinney, effective June 1, 2017, to provide public transportation services to operate as Collin County Transit (CCT) in the McKinney Urban Transit District (MUTD). The MUTD added Prosper to its member cities in June 2019, which also include Celina, Lowry Crossing, McKinney, Melissa, and Princeton. Services include demand-response transit (Access) and an FTA-compliant taxi voucher program through Irving Holdings. The program supports MUTD member city residents who are 65 years of age or older, disabled, or low-income (up to 150% of federal poverty guidelines). Passengers can request a trip to and from MUTD member cities and anywhere within Collin County. MUTD ridership increased by 117% in FY 2019 over FY 2018 and appears to continue trending up in FY 2020, though at a slower pace of 3% in the first four months.

The term of the original ILA with the City of McKinney was for one year with the option to renew for successive one-year terms. The ILA has been amended twice and extended within the current term parameters of the agreement. It was first amended in October 2017 to revise hours and days of service, then in February 2018 to comply with Federal Transit Administration regulations. A one-year extension was executed in July 2019, effective June 1, 2018 through May 31, 2019. A second one-year extension was executed in February 2019, effective June 1, 2019 through May 31, 2020. DCTA staff is working with the City of McKinney to revise the current services provided based on their changing and expanding needs. The intent of both parties is to execute a new interlocal agreement consistent with those changing needs. As the current agreement expires on May 31, 2020, staff is considering bringing forward a request in April for a six-month extension to continue negotiations with the City of McKinney to ensure service levels meet their continued and changing expectations.

Identified Need

The City of McKinney Interlocal Agreement expires on May 31, 2020. DCTA staff is working with City staff to amend the current services provided based on their changing and expanding needs. The intent of both parties is to execute a new interlocal agreement consistent with those changing needs. To ensure continuation of service to the MUTD during these negotiations, the City of McKinney and DCTA staff are considering requesting an extension of the current agreement for an additional six months. This extension will allow time for DCTA to adopt a cost allocation model that will provide clear guidance on the hourly rates and administrative fee policy to be used in future agreements for contracted services.

Financial Impact

The City of McKinney reimburses DCTA for all costs incurred from the services provided, in addition to an administrative fee. The ILA currently has a not-to-exceed budget of \$350,000.

Exhibits


Exhibit 1: City of McKinney Original Interlocal Agreement

Exhibit 2: City of McKinney 2019 Extension Letter

Exhibit 3: Map of MUTD Service Area

Submitted By: 
Lindsey Baker, Director of Strategic Partnerships

Reviewed By: 
Kristina Holcomb, Deputy CEO

Approval: 
Raymond Suarez, CEO

STATE OF TEXAS §
 §
 COUNTY OF COLLIN § **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between Denton County Transportation Authority ("DCTA") and the City of McKinney, Texas ("McKinney") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, McKinney is a home-rule municipality and local governmental entity located within the State of Texas and DCTA is a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code; and

WHEREAS, McKinney desires to have DCTA provide limited public transportation services to eligible passengers as established by the McKinney Urban Transit District Board ("Board") to the McKinney Urbanized Area ("MUA") including the cities of McKinney, Celina, Princeton, Prosper, Melissa and Lowry Crossing; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code; and

WHEREAS, DCTA and McKinney are units of local government that have the statutory authority under the Act to perform the services set forth in this Agreement; and

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, DCTA is authorized to enter into this Agreement with McKinney to provide the requested transit services as set forth in Exhibit "A";

NOW THEREFORE, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I **Purpose of Trips; Eligibility**

1.1 The purpose of this Agreement is to provide for the administration and operation of transit services program for eligible passengers as defined by the policies of the Board to destinations located within Collin County municipalities and other destinations as may be defined in the future by the MUTD Board (the "Transit Services"). DCTA shall deliver or cause to be delivered through third-parties, transportation to eligible passengers through the Transit Services as defined in Exhibit "A" of this Agreement.

Article II Term

2.1 The initial term of this Agreement shall begin on June 1, 2017, and continue for a period of one year, unless sooner terminated as provided herein (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one year terms upon the mutual agreement of both Parties (each a "Renewal Term"). The Parties shall effectuate this extension in writing signed by the Parties.

2.2 Either Party may terminate this Agreement for any reason whatsoever, with or without cause, by providing the other Party with ninety (90) days prior written notice to terminate.

Article III Services

3.1 DCTA shall provide the Transit Services as set forth in Exhibit "A".

3.2 Compliance with Americans with Disabilities Act and Other Laws. DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services. In addition, DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, all other federal, state and local laws, statutes, ordinances, regulations and policies, as they exist now or may be amended in the future, applicable to DCTA and the Transit Services provided under this Agreement. DCTA shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of DCTA comply with all applicable laws, statutes, ordinances, regulations and policies.

3.3 Licensure. All vehicles providing Transit Services shall be operated by an operator duly licensed by the State of Texas and in current possession of said license to operate vehicles of the type and size required by this Agreement. DCTA shall ensure that all persons operating vehicles designed to transport sixteen (16) or more passengers (including the driver) have valid commercial drivers' licenses, and shall further ensure compliance with rules for employees with commercial driver's licenses as specified in 49 CFR Part 382, as amended.

Article IV Compensation and Fees

DCTA shall be compensated as set forth in Exhibit "A".

Article V Insurance

DCTA shall, at its own expense, procure, maintain and keep in full force and effect the types and amounts of insurance, or the self-insurance equivalent, specified in attached Exhibit "B" and incorporated herein for all purposes, during the Initial Term and any Renewal Term. DCTA shall not commence work under this Agreement until DCTA has obtained all the insurance

required under this Agreement, nor shall DCTA allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. DCTA shall comply with all other requirements set forth in Exhibit "B".

Article VI Liability

To the fullest extent permitted by law, DCTA shall be fully and solely responsible and liable for its own negligent acts and omissions, including those of its officers, agents, representatives, employees or any other third-parties for whom DCTA is legally responsible, and for any and all damage to its vehicles, equipment and other property. McKinney shall have no such responsibility or liability to DCTA or its said officers, agents, representatives, employees or other persons to whom DCTA is legally responsible. The provisions of this Article are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Article VII Miscellaneous

7.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

7.2 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.5 No Waiver of Immunity. The Parties acknowledge that neither Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct, as well as such acts and deeds of its contractors, agents, representatives, and employees, during the performance of this Agreement without waiving any governmental immunity available to the Parties under Texas law and other applicable law, and without waiving any available defenses under Texas law and other applicable law. Further, in the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any other immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas.

7.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

7.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA:

James C. Cline, Jr., P.E.
President
DCTA
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for McKinney:

Paul Grimes
City Manager
City of McKinney, Texas
222 North Tennessee Street
McKinney, Texas 75069

With Copy to:

Mark S. Houser
City Attorney
City of McKinney, Texas
222 North Tennessee Street
McKinney, Texas 75069

7.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

7.10 Recitals. The recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

7.11 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination hereof.

7.13 Approval of Parties. Whenever this Agreement requires or permits the approval or consent to be given by a Party, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

7.14 No Third-Party Beneficiary. Nothing in this Agreement shall be construed as creating or giving rise to any rights of third-parties or any persons other than the Parties hereto.

7.15 Third-Party Subcontractors. DCTA has the right to contract with a third-party or other contractors to perform all or any part of the Transit Services under this Agreement. The terms and conditions of this Agreement shall be binding on such third-party or contractors.

7.16 Recordkeeping and Right to Inspect Records. Each Party shall have mutual access to, and the right to examine, all books, documents, papers, and other records of the other Party involving transactions relating to this Agreement. Each Party shall have access during normal business hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Agreement. Each Party shall give the other Party advanced written notice of at least forty-eight (48) business hours of intended audits.

(Signature to Follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when both Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Denton County Transportation Authority

By: James C. Cline, Jr.
James C. Cline, Jr., P.E., President

Date: 15 May 2017

Approved as to form:

By: Peter G. Smith, Jr.
FOR Peter G. Smith, General Counsel
(05-11-17/85878)

City of McKinney, Texas

By: Paul Grimes
Paul Grimes, City Manager

Date: 5/15/17

Approved as to form:

By: Mark S. Houser
Mark S. Houser, City Attorney

Exhibit A
Scope of Services for Transit Services

Overall Intent

The intent of this Agreement is for DCTA to provide or cause to be provided transit services for Elderly and Disabled residents through a contract with the City of McKinney acting on behalf of the McKinney Urban Transit District. This service will include a taxi voucher program and the provision of DCTA operated vehicles to address specific mobility needs within established hours and days of service. DCTA will provide supporting service to facilitate the implementation of the program and program compliance. This exhibit establishes a framework for the initiation of service. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA President and the City Manager or their designees.

Program Management

Overall Program Management. DCTA will be responsible for the overall management of the program and the successful delivery of the services within this scope of services.

Budget Management. DCTA will track service costs of each participating municipality to ensure the budgeted funds will be sustainable over the allotted period. Service cost reporting and all requested backup shall be made available to the City on a monthly basis. Service cost reporting for each monthly period, for all participating members of the MUTD, shall be submitted with the monthly DCTA invoice. **The initial budget is \$350,000 for the first twelve-month period.**

Eligibility Certification. DCTA will certify the eligibility of qualified residents based on the current policy established by the McKinney Urban Transit District. Initial certification will be conducted at a minimum of four locations within the service area prior to the launch of service. After service implementation, certification will be conducted via mail, web, email, phone, or in person at DCTA offices. Additional on-site eligibility opportunities will be coordinated with City of McKinney staff. DCTA will utilize its appeal process for any appeals submitted by potential passengers under this program.

Hardship Requests. A passenger wishing to claim a specific hardship will be referred to City of McKinney staff (or other designated entity) for review. Based on this recommendation, DCTA will modify the match requirement in accordance with City of McKinney directives.

Compliance Reporting. DCTA will support audit, TxDOT, FTA, and National Transit Database reporting and compliance requirements.

Customer Service. DCTA will provide a phone number and electronic access for the receipt of customer requests in concert with the contract provider.

Support to City of McKinney and McKinney Urban Transit District. DCTA will participate in reasonable meetings of the City of McKinney, the McKinney Urban Transit District, and regulatory agencies in order to ensure the success of the program.

Taxi Services. DCTA will contract with a third-party contractor to implement a taxi voucher program. This program will consist of the following elements:

- Debit Card Issue/Reloading. Issue, reload, replace lost cards (fee charged), and report all values loaded on the card. The initial guidance is to provide a 3:1 match (eligible passenger contributing \$25 will receive \$100 value on their debit card) with a maximum balance at any time of \$400 and a maximum loading of \$400 in any month. DCTA will work closely with City staff to monitor the allowable load rate to ensure budget limitations are sustained.
- Trip Dispatch. The third-party contractor will provide dispatch services during operating hours.
- Taxi Service. The third-party contractor will send clean and safe vehicles to the requested locations within promised time windows. This will include mobility device accessible vehicles if requested. Taxi service will be provided from 6 a.m. – 6 p.m., Monday to Friday. Passengers will be picked up on a return trip, even if after 6 p.m.
- Reporting. The third-party contractor will provide reports on debit card loading/balances, trip reports, and additional information necessary for compliance reporting. Administrative portion of taxi service costs will be noted separately.

DCTA Operated Vehicles. DCTA will initially provide demand response vehicles based on specific mobility needs of passengers. This program will consist of the following elements:

- Fare. Passengers will pay a fare established by the City for their trip on the vehicle based on origin and destination.
- Dispatch. Trips will be dispatched through DCTA's call center between the hours of 6 a.m. – 6 p.m., Monday to Friday.
- Reporting. DCTA will provide reports on trip length, vehicle hours of operations, and origin/destination.
- Vehicles. During the initial contract period, DCTA will utilize existing DCTA fleet to provide these trips. Based on demand and utilization, capital needs will be included in future contract renewal discussions.

- Vehicle Operating Hour Definition. Time the vehicle is dedicated to service including travel time to the pickup location, trip completion, and return to service.

Compensation

Program Management. Program management will be compensated through the 5% DCTA administrative fee.

Taxi Services. Invoicing for taxi services will have three components. The first is as the matching funds are loaded on to the debit card. The second is the program fee from the third party taxi provider. This is based on 15% of the fares for trips actually completed by the certified passenger during that invoice period. The third is DCTA's 5% administrative fee which will be calculated based on the sum of the fares and the program fees during the invoice period.

DCTA Operated Vehicles. Invoicing for DCTA operated vehicles will be at a rate of \$50.39 per service hour. This includes \$47.99 for bus operations and \$2.40 for the 5% administrative fee. Fuel will be invoiced based on actual usage and cost without an administrative fee.

Invoicing. DCTA will invoice the City of McKinney monthly for the provision of transit services as defined above.

Exhibit B
Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS

- A. All policies shall name the City of McKinney, Texas ("McKinney") its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of worker's compensation insurance.
- B. All policies shall be written on an "occurrence" basis. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled under this Agreement. McKinney's decision(s) thereon shall be final.
- C. Such policies shall provide for a waiver of subrogation against McKinney for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). Insurance coverage may also be provided by the Texas Municipal League Intergovernmental Risk Pool.

III. CERTIFICATE OF INSURANCE; ENDORSEMENTS. A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to the Effective Date of this Agreement. If the Agreement is renewed by McKinney, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to McKinney prior to the date the Agreement is renewed.

IV. INSURANCE CHECKLIST. "X" means that the following coverage is required for this Agreement:

Exhibit B
Insurance Requirements

	Coverage Required	Limits
<u>X</u>	1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> • Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	<ul style="list-style-type: none"> • Minimum \$1,000,000.00 each occurrence; • Minimum \$2,000,000.00 in the aggregate.
<u>X</u>	3. Business Automobile Liability covering owned, hired and non-owned vehicles	<ul style="list-style-type: none"> • Minimum \$1,000,000.00 each occurrence;
<u> </u>	4. Professional Liability	<ul style="list-style-type: none"> • Minimum \$1,000,000.00 each claim; • Minimum \$ 2,000,000.00 in the aggregate.
<u>X</u>	5. In Lieu of Workers Compensation & Employer's Liability for DCTA subcontractor	<ul style="list-style-type: none"> • Non-subscriber CSL \$1,000,000
<u>X</u>	6. McKinney and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage McKinney may possess.	
<u>X</u>	7. General Liability Insurance provides for a Waiver of Subrogation in favor of McKinney and its officers, agents, representatives and employees for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.	
<u>X</u>	8. For each policy, at least thirty (30) days prior to the expiration, cancellation, non-renewal or any other material change in coverage, a notice thereof shall be given to McKinney by certified mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<u>X</u>	9. Each insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), or is provided by the Texas Municipal League Intergovernmental Risk Pool	

- X 10. The Certificate of Insurance must state the project title.
- 11. Other Insurance Requirements (State Below):

February 20, 2019

Paul G. Grimes
City Manager
City of McKinney
222 N. Tennessee St.
McKinney, Texas 75069

Re: Denton County Transportation Authority/City of McKinney Interlocal
Cooperation Agreement dated May 15, 2017 (the "Agreement")

Mr. Grimes,


Please allow this letter to serve as DCTA's notice that it desires to extend the Term of
the Agreement for a period of one (1) year, effective June 1, 2019.

Section 2.1 of the Agreement states, in part, "...After the initial term, this Agreement
shall automatically renew for successive one-year terms upon the mutual agreement of
both Parties (each a Renewal Term). The Parties shall effectuate this extension in
writing signed by the Parties."


If the City also agrees to extend the term of the Agreement, please sign below and return
this notice to me by email.

Thank you for your attention to this matter. Please contact me if you have questions.

Sincerely,

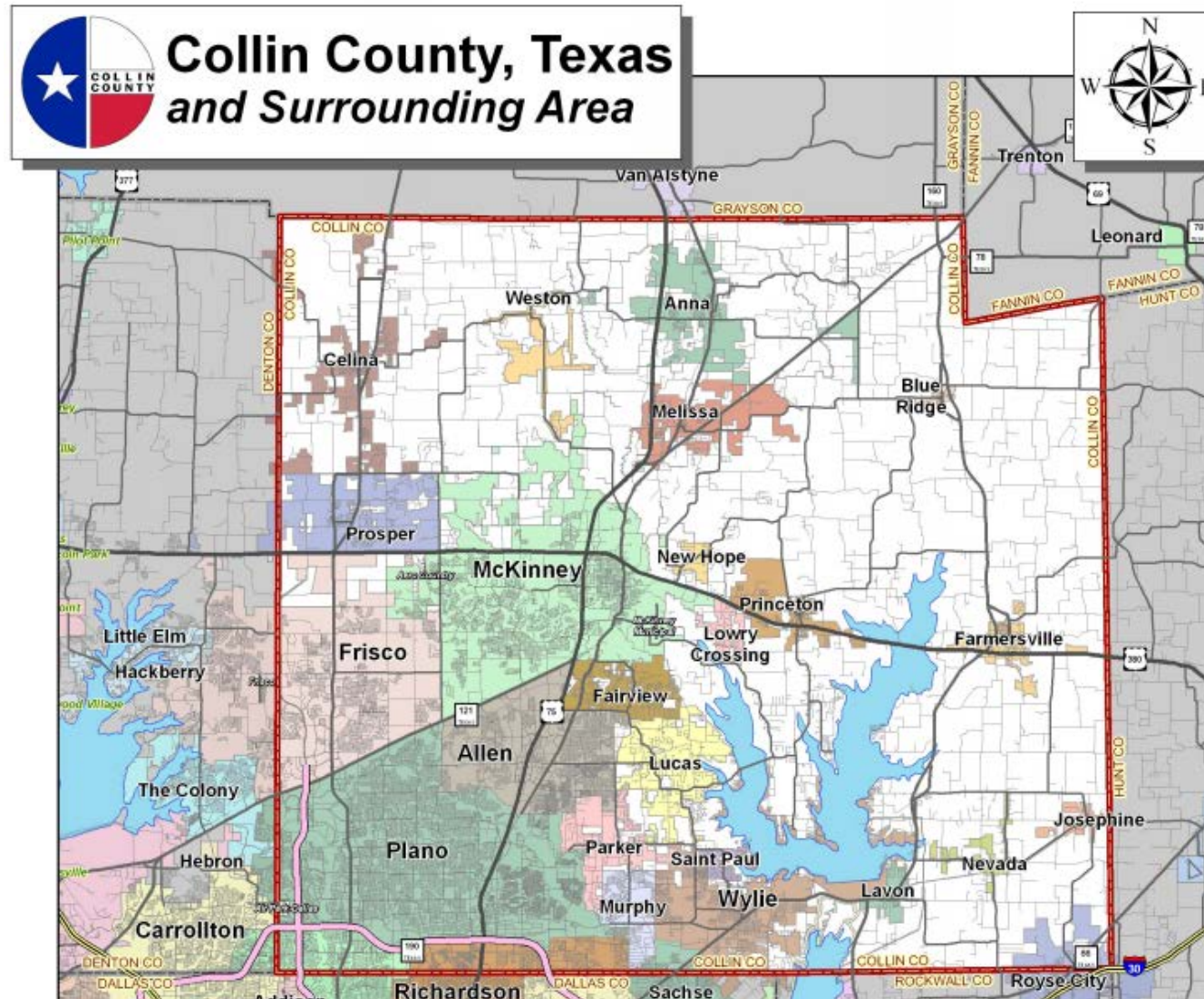

Raymond Suarez,
Chief Executive Officer

AGREED TO:
City of McKinney, Texas

By: 
Paul G. Grimes, City Manager

Dated: 2/22, 2019

McKinney Urban Transit District Service Area



MUTD Cities

City of Celina
City of Lowry Crossing
City of McKinney
City of Melissa
City of Princeton
Town of Prosper

Board of Directors Memo

March 26, 2020

SUBJECT: Consider the Approval of Task Order 12 with Lyft for Contract 17-03 On-Demand Rideshare Services for University of North Texas (UNT) Late Night Ride Service

Background

In March 2017, the DCTA board approved the execution of a contract with Lyft, Inc. to provide On-Demand Rideshare Services.

University of North Texas (UNT) requested DCTA provide a late-night ride service, as required in the agreement for services between UNT and DCTA, to supplement the University's existing E-ride program. UNT reimburses DCTA for the total cost of services, not to exceed \$72,000 on an annual basis.

The UNT late-night program was implemented successfully for the Fall 2018 semester. From October 2018 through October 2019, a total of 1,517 trips have been provided by Lyft through the late-night service.

During the November 2019 Board meeting, staff requested an extension of the existing task order, effective January 1, 2020, through December 31, 2020. The Board approved a six (6) month extension through June 30, 2020, in the amount of \$36,000.

Identified Need

UNT has requested DCTA continue to provide the late-night Lyft program. The program would continue to be available for all active students within a designated area that includes most of the main campus, Oak Street Hall, Fry Street, and the West Campus (including Apogee Stadium and Mean Green Village). Students entering a special promotion code, between the hours of 2:00 a.m. and 7:00 a.m., in the Lyft app, will get the full cost of their ride covered.

In addition, UNT Transportation staff will continue to have the ability to schedule Lyft rides outside of the above hours to supplement their existing late-night E-ride shuttle service. Students can call into the E-ride request number and will either be placed on an E-ride shuttle vehicle or UNT staff will book a Lyft ride using the Lyft Concierge Portal.

Staff is requesting the Board approve Task Order 12 effective July 1, 2020, through June 30, 2022, in the amount of \$144,000.

July 1, 2020, through December 31, 2020	\$36,000
January 1, 2021, through December 31, 2021	\$72,000
January 1, 2022, through June 30, 2022	\$36,000

The expiration date of the task order is in accordance with the parent agreement with Lyft for On-Demand Rideshare Services.

Financial Impact

The expenditures are included in the annual operating budget for fiscal year 2020 and will be included in the annual budget for future fiscal years.

Recommendation

DCTA staff recommends the Board approve Task Order 12 with Lyft for Contract 17-03 On-Demand Rideshare Services for University of North Texas (UNT) Late Night Ride Service to provide late-night service to the UNT campus in the amount of \$144,000 per year.

Exhibit

Exhibit 1: Task Order 12 UNT Late Night Ride

Exhibit 2: UNT Agreement for Transportation Services

Submitted By: 
Athena Forrester, AVP of Regulatory Compliance

Final Review: 
Nicole Recker, VP of Marketing & Administration

Approval: 
Raymond Suarez, CEO



Denton County Transportation Authority Task Order

Task Number:	12	Project ID:	N/A	Grant #	N/A
Contractor:	Lyft, Inc.				
PROJECT INFORMATION					
Name:	On-Demand Rideshare Services for UNT Late Night Ride Service				
DCTA Account Code: (Contract to be Billed Under)		200-50810		Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Mona Pickens				
Requested By	Mona Pickens				
Cost Estimate					
Not to Exceed Budget	\$144,000				

DESCRIPTION
<p>(Include Scope, Cost, and Deliverables with Schedule)</p> <p>Program to provide a supplemental late-night service for eligible students, faculty and staff at the University of North Texas in Denton. Eligible passengers who begin and end their Lyft trips within a designated campus area between 2am and 7am. The full cost of the fare will be covered by this program.</p> <p>Program will run from July 1, 2020, through June 30, 2022, for a total of 24 months unless terminated with a 60-day written notice.</p> <p>The total task order shall not exceed \$144,000 July 1, 2020 through December 31, 2020, \$36,000 January 1, 2021 through December 31, 2021, \$72,000 January 1, 2022, through June 30, 2022, \$36,000</p>

SIGNATURES/APPROVALS			
Contractor:		Date	
Department Head:		Date	
Raymond Suarez, CEO:		Date	

TASK ORDER #12**1. Overview.**

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. Lyft will assist DCTA in implementing an evening and late night ride program on the campus of the University of North Texas (UNT) in Denton. The purpose of this program is to assist addressing the mobility needs of eligible students who require transportation across campus when regular campus shuttles and buses are operating at a limited capacity. Eligible customers will be invited through UNT contact lists and rides taken within the designated areas and time block will have their fares fully subsidized by UNT through DCTA's service contract.

2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on July 1, 2020, through June 30, 2022, ("**Term**") unless terminated with a 60-day written notice.

3. The Dashboard.

- i. **Access to the Dashboard.** In order for Partner to manage the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the "**Dashboard**"). As related to the Concierge Service, Partner may also use the Dashboard to request Rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.
- ii. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner's administrator (each, an "**Administrator**") and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and, to the extent allowed by law, will indemnify Lyft for all activity occurring under Partner's Dashboard login credentials, except to the extent caused by Lyft's breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner's Dashboard or if Dashboard login credentials information is lost or stolen.

4. Concierge Service.

- i. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a "**Request**"). Each Request will include all relevant Ride information, including but not limited to, the User's first and last name, pick-up and drop-off location, and telephone number (collectively, "**User Information**"). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver who accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide

updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by Users will be subject to Lyft's cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service ("**Concierge Rides**"). All Concierge Rides are subject to prime-time surcharges and Driver availability.

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User's Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for Users who are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Partner agrees, to the extent allowed by law, to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims arising out of a breach of Partner's representations and warranties.

5. **Additional Obligations.**

Lyft Obligations.

1. Geographic Area of Service: The activities described herein shall take place in three campus areas of UNT, including the Main Campus, the Oak Street Galleries / Fry Street, and the UNT West Campus / as set forth in the map hereto attached as Attachment 1 ("Program Map Area").

2. Partner Codes: Lyft will provide Partner with coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:

- o Credit Value: Each Partner Code shall allow the passenger to get the full cost of the fare for eligible rides subsidized by DCTA. No cost will be charged to the customer. Customer will be charged cancellation fees or fares for trips that are not eligible under the program parameters.
- o Valid Use: Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User's Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
- o Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.
- o Other Code Restrictions:

- The Partner Codes will be for travel limited by a geofence as outlined and detailed in **Attachment 1**. DCTA reserves the right to amend this task order with changes to the geofence as needed to meet program goals.
- The Partner Codes will be for Lyft Economy rides only. The code does not apply to Lyft Lux, Lux Black, XL or Black XL.
- During the Term of this Agreement, the parties agree that no more than an amount of 10,000 Partner Codes may be available for redemption, unless otherwise amended in writing and consent by the parties.
- Time blocking – Partner codes will be limited to rides taken between 2:00am – 7:00 am local time, 7 days a week, during the period of July 1, 2020 through June 30, 2022. In addition, UNT's Transportation department will be allowed access to an additional partner code to provide a Lyft ride option to students requesting service from 7:00pm – 2:00am local time, 7 days a week, during the period of July 1, 2020 through June 30, 2022. This partner code will not be available to other users. This earlier time block will apply to rides within the same geofence; and will only be booked by a UNT dispatcher receiving ride requests through the regular e-ride program hotline number.

3. Special Program Parameters

Program is limited to University of North Texas students, faculty, and staff

Any authorized customer who enters the DCTA partner code option within the Lyft platform is entitled to a full subsidy applied to a qualified trip, within the hours of 2:00am-7:00am.

UNT Transportation Department will also be able to book rides for customers during earlier hours over the term of the program. From 7:00 pm to 2:00 am Monday through Thursday, and 4:00pm to 2:00 am, Friday through Sunday, UNT dispatchers will be equipped with Lyft's Concierge ride booking platform and will provide an option to students to utilize a Lyft ride within the same geofence, as a supplement to UNT's existing e-ride shuttle service. Charges incurred with this supplemental program will be charged to the same DCTA account. Rides during this earlier time block will not be booked by other Lyft customers, only by UNT dispatchers utilizing the Concierge platform.

4. Reporting: Lyft will provide Partner with a report regarding the usage of the Partner Codes. Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.

5. Marketing: Lyft agrees to promote the Partner Code as mutually agreed upon by the parties. Lyft shall provide, at its sole cost and expense, design work (digital) for promotion of the Partner Code as mutually agreed upon by the parties, such agreement not to be unreasonably withheld.

Partner Obligations.

1. Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Customer will be charged cancellation fees or fares for trips that are not eligible under the program parameters. Lyft shall charge cancellation fees or fares for trips that are not eligible under the program's parameters to the customer's personal Lyft account.

2. The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than \$144,000 over the 24 month term associated with Partner Codes ("Budget"), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within two (2) business days of reaching or surpassing the Budget.

3. Partner agrees to promote the Partner Code in coordination with the University of North Texas Transportation Department and the Partner's official website, blog, social media accounts, and additional marketing channels as mutually agreed upon by the parties.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with Concierge rides requested by Partner and Partner Codes redeemed by Partner or Users for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term.

7. **Contacts.**

For Lyft:

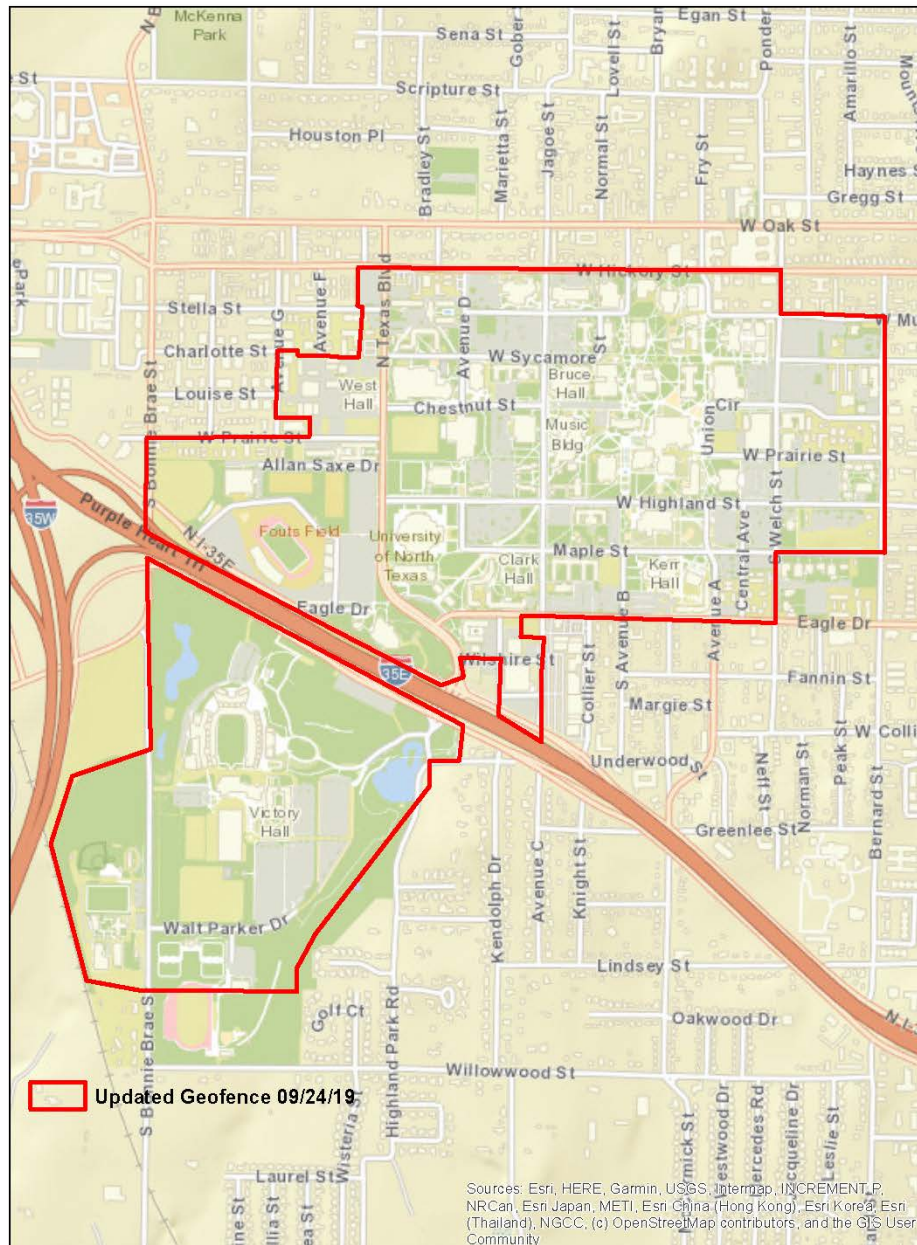
Name: Paul Davis
Email: pdavis@lyft.com

For Partner:

Name: Mona Pickens
Email: mpickens@dcta.net

Name: Sarah Hultquist
Email: shultquist@dcta.net

ATTACHMENT 1
[Program Map Area]



Document Path: P:\TIM_GIS\MXD\UNT_GEOFence_092419.mxd

Date: 9/24/2019

ATTACHMENT 2

[Monthly Data Reporting]

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

MONTHLY REPORT

Trips Data Decoupled

INVOICE

Passenger ID (Anonymized)	Trip Length (5 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	0-5	0-5	\$10.15	\$6.15
347477	15-20	15-20	\$25.35	\$21.35
5586	5-10	5-10	\$11.20	\$7.20
44433	20-25	20-25	\$32.40	\$26.40
			\$79.10	\$63.10

NTD REPORTING

Origin (Census Tract)	Destination (Census Tract)	Trip Time Period (AM Peak/Midday/PM Peak/Late Night)	Day of Travel
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Saturday	Sunday	Total
Overall Mileage of Service	38	4.1	2.1	44.2
Overall Hours of Service	1.2	1.1	1.1	3.4

STATE OF TEXAS §
 §
 COUNTY OF DENTON § **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between Denton County Transportation Authority (“DCTA”) and the University of North Texas (“UNT”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, the Parties desire to enter into a long-term commitment to meet the transportation needs of UNT, its students, faculty, and staff that will mutually benefit UNT and DCTA; and

WHEREAS, DCTA desires to assist UNT in its overall transportation program including, but not limited to, the development of transportation hubs, innovative technologies, improved service delivery, enhanced revenue from grants and transportation management associations; and

WHEREAS, UNT desires to benefit from transportation services provided by DCTA, including access to DCTA fixed route Connect services and access to Transportation Network Company services; and

WHEREAS, by entering into this Agreement, the Parties shall have the ability to maintain transparency in costs, ongoing review of costs and services provided, flexibility in service delivery, and provide services that will address UNT’s present and future transportation needs for students, faculty and staff; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”); and

WHEREAS, DCTA and UNT have the statutory authority under the Act to perform the services set forth in this Agreement; and

WHEREAS, pursuant to Chapter 460 of the Texas Transportation Code, DCTA is authorized to enter into this Agreement with UNT to provide DCTA Services to UNT;

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and promises made by the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I Purpose

1.1 The purpose of this Agreement is to provide UNT students, faculty and staff with transportation services including bus service, access to DCTA fixed route Connect services, Transportation Network Company services and other services determined in the future (“DCTA Services”) as provided herein.

1.2 The responsibilities of each Party are more particularly described herein (including Exhibits “A” – “F” listed below) and may be modified by DCTA and UNT only upon mutual written agreement from time to time which may incur adjusting, modifying, or creating efficient bus routes, stop locations, hours of service, operations policies, or other service modifications in furtherance of this Agreement.

Exhibit “A”	Projected Service Costs
Exhibit “B”	Fuel Calculation Methodology
Exhibit “C”	Bus Routes – Base Service
Exhibit “D”	Bus Routes – Mean Green Night Rider
Exhibit “E”	Transportation Network Services Company Service
Exhibit “F”	Performance Measures

Article II Term and Termination

2.1 Initial Term. The Initial Term of this Agreement shall begin on September 1, 2018, and continue for a period of ten (10) years, unless sooner terminated as provided herein.

2.2 Renewal Term. The Parties may renew this Agreement at the beginning of the third, sixth or ninth year under the Initial Term (and subsequent terms), for a period of ten (10) years (“Renewal Term”).

2.3 Cancellation. If either Party is in default under any term of this Agreement, then one Party shall give the other Party written notice of such default and the receiving Party shall have ninety (90) days in which to cure such default. The failure of the receiving Party to cure such default within ninety (90) days after written notice of same shall give the Party seeking cure the right to provide the defaulting Party a 180-day notice of cancellation of this Agreement.

Article III DCTA Responsibilities

3.1 DCTA shall provide the services specifically set forth in Exhibit “A” attached hereto. In addition to the services set forth on Exhibit “A”, DCTA shall:

- (a) Provide all staffing required to operate the DCTA Services, including drivers, supervisors, mechanics, dispatchers, and administrative personnel to ensure the delivery of service;

- (b) Provide all maintenance and facilities required to provide the DCTA Services;
- (c) Enter into all required contracts for the provision of Transportation Network Company (“TNC”) services or other services requested by UNT;
- (d) Supervise and manage DCTA Services to ensure performance measures are met or exceeded;
- (e) Complete service planning for bus service in coordination with UNT;
- (f) Assist UNT with the development of marketing programs and materials; provide information to UNT on DCTA Services for distribution to students, staff and faculty through UNT channels; package route information including route guides as DCTA routes; and communicate customer service through DCTA;
- (g) Establish bus stops outside the campus by mutual agreement as to location and cost;
- (h) DCTA shall serve as the primary point of contact for all customer service requests regarding DCTA Services and provide customer service access during the same hours as other DCTA customer service;
- (i) Work closely with UNT to leverage other services and contracts in place through DCTA to improve overall transportation services for the Denton campus and other campus locations; and
- (j) Meet with UNT at least quarterly to review service delivery and changing requirements for service and support. Meet annually to define budget requirements.

3.2 Bus Routes.

- (a) Bus routes to be served are shown on Exhibit “C” attached hereto.
- (b) Bus routes that will supplement the “E-ride” service are shown on Exhibit “D” attached hereto.

3.3 Transportation Network Company. DCTA shall provide a Transportation Network Company (“TNC”) service, as set forth in Exhibit “E” attached hereto. This service will initially be available to UNT students from 2:00 a.m. to 7:00 a.m., seven (7) days a week.

3.4 Faculty, Staff and Students Riding Other DCTA Services. DCTA shall allow UNT students, faculty and staff, who present proper identification at the time of use, access to DCTA fixed route Connect service with no additional payment of a per ride fare.

3.5 Monthly Performance Report. By the fifteenth (15th) day of each month, DCTA shall submit a summary report to UNT for the previous month, which shall include the following DCTA Services information:

- (a) total number of passengers;
- (b) number of service hours and exception hours;
- (c) special movement service hours and ridership;
- (d) TNC monthly data reporting; and
- (e) Performance Measures.

3.6 Third-Party Subcontractors. DCTA explicitly has the right to contract with a third-party contractor or other contractors to perform all or any part of the service under this Agreement. The terms and conditions of this Agreement shall be binding on such third-party contractors.

3.7 Accident Notification. DCTA shall notify, via electronic mail, the designated UNT Representative regarding any vehicle accidents or passenger incidents occurring on DCTA Services. Notification shall include, at a minimum, the route name, date and time of the accident, insurance claim number, and police report number. Notification shall be provided to the following email addresses:

Ed Reynolds, Chief of Police	ed.reynolds@unt.edu
Chris Phelps, Interim Director, Transportation Services	chris.phelps@unt.edu
Doug Welch, Senior Director, Risk Management	doug.welch@unt.edu
Alan Stucky, Senior Associate General Counsel	alan.stucky@untsystem.edu

3.8 Additional Services.

- (a) Special Movements. Special Movements shall be any additional service provided to UNT that does not (i) violate federal charter service restrictions or (ii) require additional vehicles. Exhibit "A" sets forth a specified hourly rate for Special Movements, and includes a 20% premium to offset overtime costs.
- (b) Planning, Architectural, Engineering and Grant Services. DCTA has the capability to leverage existing or new contracts for these types of services to support the UNT Denton campus or other campus locations. Costs for these services shall be negotiated as the need is identified.
- (c) Any additional services must be agreed to in writing between the Parties; however, no DCTA Board of Directors action is required for contract amendments to include additional services.

Article IV UNT Responsibilities

4.1 Transfer of Buses. UNT shall transfer its current fleet of eighteen (18) buses to DCTA to be used for DCTA Services. DCTA shall assume the responsibility for all bus operations and maintenance in the provision of the DCTA Services.

4.2 E-Ride Services. UNT shall transfer E-ride services to the maximum extent possible to DCTA. The Parties shall perform a pilot test on the TNC services to evaluate whether to expand the TNC services for purposes of replacing the current E-ride services.

4.3 Marketing and Promotions. UNT shall be responsible for the dissemination of all student or user marketing and promotional activities related to DCTA Services under this Agreement. DCTA shall be consulted prior to any notice of promotional service if it affects any level of DCTA Services provided to UNT. DCTA may assist in marketing and promotional activities.

4.4 Bus Stop Locations. UNT shall be responsible for the installation and maintenance of federal and state compliant bus stops and related infrastructure on the UNT campus or UNT controlled facilities or property.

4.5 Meetings. UNT shall meet at least quarterly with DCTA to review DCTA Services, and the need for any adjustment in DCTA Services and support. UNT and DCTA shall meet annually to define budget requirements for DCTA Services.

Article V Costs

5.1 Service Costs. UNT shall compensate DCTA for DCTA Services delivered under this Agreement as set forth in Exhibit "A".

5.2 Fuel Costs. DCTA shall invoice UNT and UNT shall pay DCTA for fuel costs incurred by DCTA for the Services provided under this Agreement ("Fuel Costs") as calculated on Exhibit "B".

5.3 Projected Service Costs. The Parties agree that the Projected Service Costs provided in Exhibit "A" are provided solely for the projection of future Service Costs for DCTA Services. If the actual service costs exceed the Projected Service Costs as set forth in Exhibit "A", the Parties shall work in good faith to revise service Costs. The Parties shall meet prior to May of each year to review the Projected Service Costs for the upcoming year.

Article VI Representatives and Notice

6.1 DCTA Representative. DCTA designates its President or the President's designee, to act as its representative for the performance of this Agreement ("DCTA

Representative"). The DCTA Representative shall have full authority to represent and act on behalf of DCTA for all purposes delegated to the representative by the DCTA Board including any amendments to this Agreement without further DCTA Board approval.

6.2 UNT Representative. UNT designates the UNT Associate Vice President for University Information Services, or his/her successor, to act as its representative to oversee the performance of this Agreement ("UNT Representative"). The UNT Representative shall have full authority to represent and act on behalf of UNT under this Agreement for all purposes expressly delegated to the UNT Representative in this Agreement or by Board Order issued by the UNT System Board of Regents including any amendments to this Agreement without further UNT System Board of Regents approval.

6.3. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If intended for DCTA:

James C. Cline, Jr., P.E.
President
DCTA
1660 S. Stemmons, Suite 250
Lewisville, Texas 75067
Phone: 972-221-4600

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: 214-965-9900

If intended for UNT:

Allen Clark
Associate Vice President for University
Information Services
University of North Texas
1155 Union Circle #313001
Denton, Texas 76203
Phone: 940-565-2624

With Copy to:

Office of General Counsel
University of North Texas Systems
1155 Union Circle #310907
Denton, Texas 76203

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) or by facsimile before 5:00 p.m. on a business day; (b) the next business day after the day of delivery if delivered by hand (including overnight courier service) or by facsimile on a weekend or holiday or after 5:00 p.m. on a business day; or (c) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this sub-section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Article VII Performance Measures

In order to assure the delivery of service to UNT in a manner that is consistent with the objectives of DCTA and UNT, performance measures have been established and are set forth on Exhibit "F". These performance measures shall be reviewed periodically by the Parties throughout the term of the Agreement and are made subject to revision by mutual agreement of the Parties. Upon request, DCTA shall make performance records available to UNT.

Article VIII Insurance and Indemnity

8.1 Insurance. DCTA, its contractors, agents or assigns, shall obtain and maintain in full force and effect during the Term of this Agreement, the following insurance coverages:

- (a) Business automobile liability insurance covering the operation of all DCTA vehicles used in connection with the performance of this Agreement with the following coverage and minimum limits: Five Million and No/100 Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage per occurrence; Twenty-Five Thousand and No/100 Dollars (\$25,000.00) medical payments per person;
- (b) Commercial general liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) annual aggregate with respect to bodily injury and property damage; and
- (c) Worker's compensation insurance at statutory limits, covering all officers, employees or agents of DCTA who provide DCTA Services under this Agreement.

8.2 Additional Insured. Each of these insurance policies shall be issued by insurance companies reasonably acceptable to UNT and licensed to conduct business in the State of Texas, shall name both UNT and the University of North Texas System as an additional insured under any liability policy and as a loss payee under any property policy covering DCTA vehicles, and shall be written as primary coverage and not contributing with or in excess of any coverage that UNT may carry. DCTA shall provide waivers of subrogation in favor of UNT for all policies including worker's compensation.

8.3 Verification of Coverage. DCTA shall furnish to UNT, at least ten (10) days before the date DCTA first provides DCTA Services under this Agreement, and at least thirty (30) days before the expiration of any certificate previously furnished, a certificate of insurance for each of the above-mentioned policies, together with evidence of payment of all applicable premiums. Policy endorsements will be remitted to UNT as soon as available. DCTA may not void, suspend, cancel, or reduce coverage or limits of its insurance policies except after thirty

(30) calendar days prior written notice to UNT. DCTA shall provide immediate notice to UNT of any significant change in the above-mentioned coverage or limits.

8.4 No Limitation of Liability. Neither the issuance of any insurance policy or coverage required under this Agreement, nor the minimum limits specified herein with respect to DCTA's insurance coverage, shall be deemed to limit or increase in any way DCTA's liability arising under or out of this Agreement.

8.5 Indemnification. **TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, DCTA AGREES TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL REASONABLY APPROVED BY UNT, AND HOLD HARMLESS THE STATE OF TEXAS, THE UNIVERSITY OF NORTH TEXAS SYSTEM, UNT, AND THEIR RESPECTIVE REGENTS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "UNT INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY, THE "CLAIMS") ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT OR WILLFUL ACT OR OMISSION BY DCTA, AND ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN CONNECTION WITH DCTA'S OBLIGATIONS HEREUNDER EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF UNT. THIS INDEMNIFICATION CLAUSE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY OF THE UNT INDEMNITEES HAS BY LAW.**

8.6 Limitations on Insurance. The insurance requirements provided in this Article VIII shall not apply to Transportation Network Company Service. *See* Exhibit "E" for insurance requirements to be provided by Transportation Network Company.

Article IX Dispute Resolution

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. The Parties must use the statutory dispute resolution process to attempt to resolve disputes arising under this Agreement.

Article X Termination for Convenience

10.1 Either Party may terminate this Agreement, with or without cause, by giving the other Party one (1) year prior written notice. In the event of such termination, DCTA shall be entitled to compensation for any DCTA Services delivered to UNT in accordance with this Agreement prior to such termination.

10.2 If UNT terminates this Agreement pursuant to this Article X, DCTA shall be paid for DCTA Services delivered to date and for any proven loss, cost or capital expenditures by DCTA in connection with providing DCTA Services, including reimbursement by UNT to DCTA for the fair market value of capital expenditures (including purchases made to provide required bus capacity) and reasonable demobilization costs.

Article XI Miscellaneous Provisions

11.1 Supplements, Modifications, and Memorandums of Understanding.

- (a) The DCTA Representative and UNT Representative shall have authority to negotiate and approve memorandums of understanding with respect to this Agreement not otherwise inconsistent with any other provision of this Agreement.
- (b) No supplement, modification, or memorandum of understanding under this provision shall be binding unless executed in writing, reviewed by legal counsel of the respective Parties, and signed by the authorized representative of each Party.

11.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

11.3 Force Majeure. DCTA shall not be liable to UNT for any failure, delay, or interruption of service or for any failure or delay in performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the control of DCTA or its agents.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement. Venue shall be in Denton County.

11.5 Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of the Parties and the successors and assigns of the Parties to this Agreement, and shall be binding upon the heirs, successors, assigns and legal representatives of the Parties to this Agreement to the same extent as if such heirs, successors, assigns, and legal representatives had joined in the execution hereof.

11.6 Assignment or Transfer. Except as provided in Section 11.5, neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.7 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

11.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to UNT include all officials, officers, employees, agents, and subcontractors of UNT, except as otherwise specified in this Agreement. All references to DCTA include its officials, officers, employees, agents, and subcontractors who serve as DCTA officers, officials, or staff except as otherwise specified in this Agreement. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

11.9 Invalidity; Severability. In the event any one or more of the provisions of this Agreement is held to be invalid or unenforceable, that invalidity or unenforceability shall not affect the other provisions hereof and the invalid or unenforceable provision shall be modified so as to be valid and enforceable and conform to the greatest extent possible to the original intent of such provision, and this Agreement shall be construed and enforced in all respects as modified.

11.10 Authority to Execute Agreement. DCTA has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.11 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

11.12 Non-Waiver. No failure by either Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

11.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals to be effective as of the date last written below.

Denton County Transportation Authority

Date: 3 July, 2018

By: James C. Cline, Jr.
James C. Cline, Jr., P.E.
President

Approved as to form only:

By: Peter G. Smith
for Peter G. Smith
General Counsel
(07-02-2018/TM 94152)

University of North Texas

Date: August 7, 2018

By: Lesia Roe
Name: Lesia Roe
Title: Chancellor

Approved as to form only:

By: Alan Stacky
Name: Alan Stacky
Title: Sr. Associate General Counsel

EXHIBIT "A"
PROJECTED SERVICE COSTS

EXHIBIT A - Projected Service Costs**COST DEVELOPMENT (REVIEWED ANNUALLY)**

Assumed Fuel Cost (through 2023 then escalated, \$/gal)	\$3.00
Assumed Fuel Consumption (miles per gallon)	3.8883
Assumed Bus Cost	\$350,000.00
Total Bus Peak Capacity Provided (Includes Spares)	24
Base Service - Service Hours	46417
Base Service - Service Miles	469751
Mean Green Night Rider - Service Hours	1899
Mean Green Night Rider - Service Miles	15796

1.

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Hourly Rate - Base service (Including capacity for 24 Buses)	\$61.8159	\$63.9071	\$63.3241	\$65.6728	\$67.4990	\$69.8263	\$72.2527	\$74.7827	\$77.4210	\$80.1724
Hourly Rate - Mean Green Night Rider Service	\$52.7675	\$54.8587	\$54.2757	\$56.6244	\$58.4506	\$60.7779	\$63.2043	\$65.7343	\$68.3725	\$71.1240
Hourly rate - Special Movements (1.2 * Late Night Mean Green Rate)	\$63.3209	\$65.8305	\$65.1308	\$67.9493	\$70.1407	\$72.9334	\$75.8451	\$78.8811	\$82.0471	\$85.3487

ANNUAL BILLING (PROJECTED)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Base Service Service	\$2,869,306.94	\$2,966,376.98	\$2,939,314.34	\$3,048,334.37	\$3,133,101.32	\$3,241,125.91	\$3,353,752.66	\$3,471,188.15	\$3,593,648.62	\$3,721,360.42
Mean Green Night Rider Service	\$96,840.59	\$100,205.40	\$104,176.70	\$103,069.52	\$107,529.72	\$110,997.68	\$115,417.16	\$120,024.91	\$124,829.40	\$129,839.47
Base Service Fuel - Pass Through	\$362,432.59	\$362,432.59	\$362,432.59	\$362,432.59	\$362,432.59	\$363,490.39	\$367,424.45	\$370,298.25	\$373,852.37	\$378,172.27
Mean Green Night Rider Service Fuel - Pass Through	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28	\$12,187.28
Transportation Network Company Service - Pass Through	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00
Access to Connect Service	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00
Special Movements										
TOTAL ANNUAL BILL	\$3,461,767.40	\$3,562,202.24	\$3,539,110.91	\$3,647,023.76	\$3,736,250.91	\$3,848,801.26	\$3,969,781.54	\$4,094,698.59	\$4,225,517.67	\$4,362,559.44
Year over year increase		2.90%	-0.65%	3.05%	2.45%	3.01%	3.14%	3.15%	3.19%	3.24%

Driver Salary Assumptions

<u>1-Apr-15</u>	<u>1-Apr-16</u>	<u>1-Apr-17</u>
Step 1 - \$14.42	Step 1 - \$14.56	Step 1 - \$14.71
Step 2 - \$14.85	Step 2 - \$15.15	Step 2 - \$15.45
Step 3 - \$15.29	Step 3 - \$15.60	Step 3 - \$15.91
Step 4 - \$15.75	Step 4 - \$16.07	Step 4 - \$16.39
Step 5 - \$16.23	Step 5 - \$16.55	Step 5 - \$16.89
Step 6 - \$17.03	Step 6 - \$17.37	Step 6 - \$17.72

Assumptions

1. Wages depicted are from the current CBA which expires on March 31, 2018.
2. Negotiations for the new CBA will begin in late January/early February 2018.
3. In FY 2018 the average wage rate is \$16.30. For FY 2019, the estimated average wage rate was increased to \$18.03 based on the anticipated outcome of the CBA negotiations.

**EXHIBIT “B”
FUEL CALCULATION METHODOLOGY**

Exhibit B – Fuel Calculation Methodology

Weighted average fuel cost per gallon:

- Collect total number of gallons for the month and total paid for fuel for the month to calculate DCTA weighted average cost per gallon of fuel.

Billing to UNT based on actual service miles:

- Operations provides actual service miles for the month
- Calculate service miles associated with the UNT service as a percentage of total DCTA fixed route miles of service
- Multiply UNT percentage of fixed route miles of service for the month X total cost of DCTA fuel for the month = UNT fuel cost

**EXHIBIT “C”
BUS ROUTES – BASE SERVICE**

UNT SERVICE DAYS ¹
Days of Operation Based on Service Levels
(FY 2019)

Month	Monday - Thursday	Fridays	Saturday	Skeleton	Limited	Summer	Summer DP Friday	Holidays
October	19	4	4	0	0	0	0	0
November	16	4	3	0	0	0	0	2
December	8	4	1	6	0	0	0	1
January	11	2	2	9	3	0	0	1
February	16	4	4	0	0	0	0	0
March	12	4	3	4	0	0	0	0
April	18	4	4	0	0	0	0	0
May	6	2	0	0	0	14	0	1
June	0	0	0	0	0	17	3	0
July	0	0	0	0	0	19	3	1
August	4	1	1	5	5	6	1	0
September	16	4	4	0	0	0	0	1
Total	126	33	26	24	8	56	7	7

¹ Different levels of service are operated Monday through Thursday, than on Friday, Saturday, during the Summer and during breaks. To calculate the monthly service hours and service miles, DCTA calculates the number of days for each service level and multiplies that by

UNT SERVICE HOURS & MILES
(FY 2019)

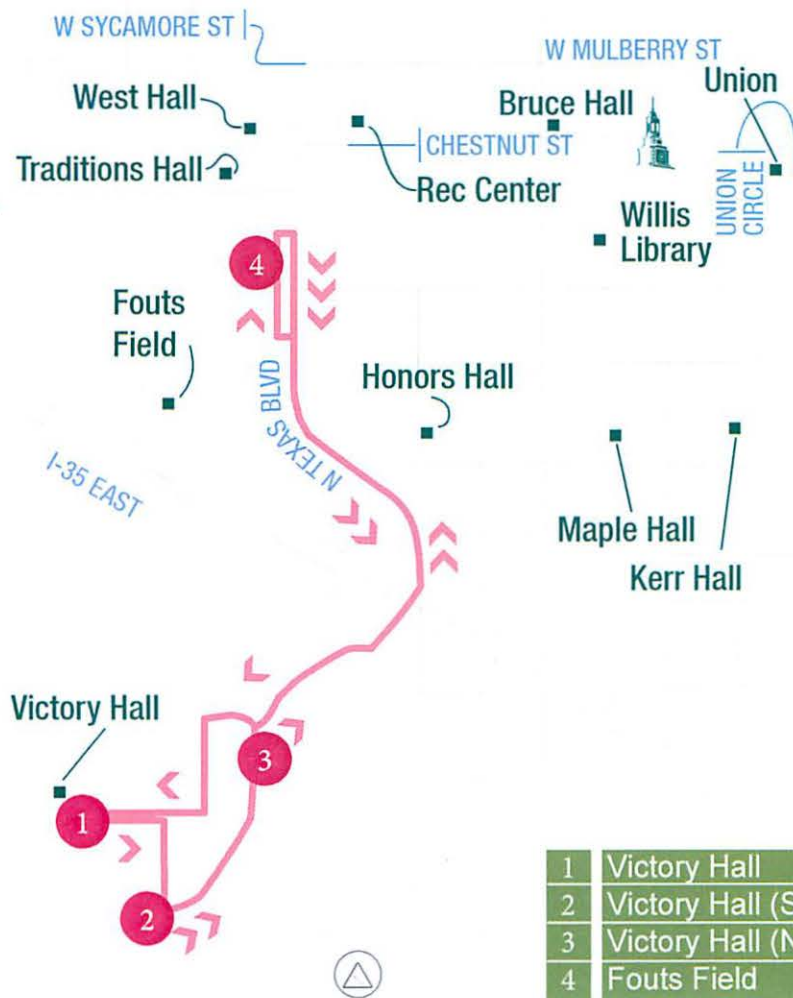
Month	Service Hours	Service Miles
October	5,547	56,709
November	5,013	48,900
December	2,973	29,129
January	3,415	34,165
February	4,815	49,146
March	3,861	39,409
April	5,303	54,188
May	3,712	37,191
June	2,180	23,202
July	2,537	25,795
August	2,136	23,336
September	4,925	48,583
Annual Total	46,417	469,751

UNT Shuttle Route: Eagle Point (EP)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

Fall 2017 / Spring 2018 - Monday Through Friday



1	Victory Hall
2	Victory Hall (South)
3	Victory Hall (North)
4	Fouts Field

Victory Hall

Fouts

7:15 AM	3:03 PM	7:23 AM	3:11 PM
7:23 AM	3:11 PM	7:31 AM	3:19 PM
7:31 AM	3:19 PM	7:39 AM	3:27 PM
7:39 AM	3:27 PM	7:47 AM	3:35 PM
7:47 AM	3:35 PM	7:55 AM	3:43 PM
7:55 AM	3:43 PM	8:03 AM	3:51 PM
8:03 AM	3:51 PM	8:11 AM	3:59 PM
8:11 AM	3:59 PM	8:19 AM	4:07 PM
8:19 AM	4:07 PM	8:27 AM	4:15 PM
8:27 AM	4:15 PM	8:35 AM	4:23 PM
8:35 AM	4:23 PM	8:43 AM	4:31 PM
8:43 AM	4:31 PM	8:51 AM	4:39 PM
8:51 AM	4:39 PM	8:59 AM	4:47 PM
8:59 AM	4:47 PM	9:07 AM	4:55 PM
9:07 AM	4:55 PM	9:15 AM	5:03 PM
9:15 AM	5:03 PM	9:23 AM	5:11 PM
9:23 AM	5:11 PM	9:31 AM	5:19 PM
9:31 AM	5:19 PM	9:39 AM	5:27 PM
9:39 AM	5:27 PM	9:47 AM	5:35 PM
9:47 AM	5:35 PM	9:55 AM	
9:55 AM		10:03 AM	
10:03 AM		10:11 AM	
10:11 AM		10:19 AM	
10:19 AM		10:27 AM	
10:27 AM		10:35 AM	
10:35 AM		10:43 AM	
10:43 AM		10:51 AM	
10:51 AM		11:01 AM	
11:01 AM		11:09 AM	
11:09 AM		11:17 AM	
11:17 AM		11:25 AM	
11:25 AM		11:33 AM	
11:33 AM		11:41 AM	
11:41 AM		11:49 AM	
11:49 AM		11:57 AM	
11:57 AM		12:05 PM	
12:05 PM		12:13 PM	
12:13 PM		12:21 PM	
12:21 PM		12:29 PM	
12:29 PM		12:37 PM	
12:37 PM		12:45 PM	
12:45 PM		12:53 PM	
12:53 PM		1:01 PM	
1:01 PM		1:09 PM	
1:09 PM		1:17 PM	
1:17 PM		1:25 PM	
1:25 PM		1:33 PM	
1:33 PM		1:41 PM	
1:41 PM		1:49 PM	
1:49 PM		1:57 PM	
1:57 PM		2:05 PM	
2:10 PM		2:18 PM	
2:23 PM		2:31 PM	
2:31 PM		2:39 PM	
2:39 PM		2:47 PM	
2:47 PM		2:55 PM	
2:55 PM		3:03 PM	



@UNTtransit
facebook.com/UNTtransportation

940.565.3020

transportation.services@unt.edu

transportation.unt.edu



@UNTtransit

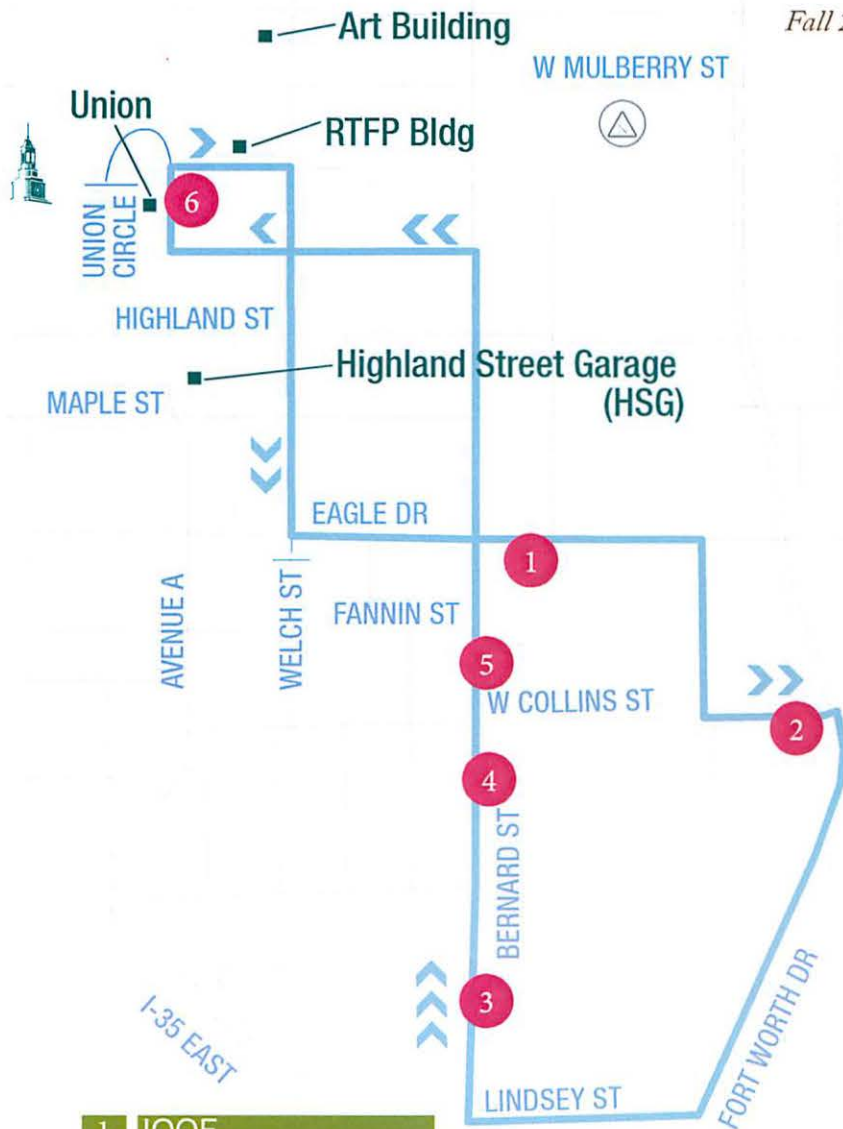
TRANSPORTATION
SERVICES
Division of Finance
& Administration

UNT
EST. 1890

UNT Shuttle Route: Bernard Street (BST)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)



1	IOOF
2	Gateway at Denton
3	The Venue-Bernard
4	Arbors of Denton
5	University Place
6	Union Circle

Fall 2017 / Spring 2018 - Monday Through Friday

Gateway

Union

7:15 AM	12:45 PM	7:29 AM	1:08 PM
7:22 AM	12:55 PM	7:36 AM	1:18 PM
7:29 AM	1:05 PM	7:43 AM	1:28 PM
7:36 AM	1:15 PM	7:50 AM	1:38 PM
7:43 AM	1:25 PM	7:57 AM	1:48 PM
7:50 AM	1:35 PM	8:04 AM	2:04 PM
7:57 AM	1:45 PM	8:11 AM	2:14 PM
8:04 AM	1:55 PM	8:18 AM	2:24 PM
8:11 AM	2:11 PM	8:25 AM	2:34 PM
8:18 AM	2:21 PM	8:32 AM	2:44 PM
8:25 AM	2:31 PM	8:39 AM	2:54 PM
8:32 AM	2:41 PM	8:46 AM	3:04 PM
8:39 AM	2:51 PM	8:53 AM	3:14 PM
8:46 AM	3:01 PM	9:00 AM	3:24 PM
8:53 AM	3:11 PM	9:07 AM	3:34 PM
9:00 AM	3:21 PM	9:14 AM	3:44 PM
9:07 AM	3:31 PM	9:21 AM	3:54 PM
9:14 AM	3:41 PM	9:28 AM	4:04 PM
9:21 AM	3:51 PM	9:35 AM	4:14 PM
9:28 AM	4:01 PM	9:42 AM	4:24 PM
9:35 AM	4:11 PM	9:49 AM	4:34 PM
9:42 AM	4:21 PM	10:01 AM	4:44 PM
9:49 AM	4:31 PM	10:08 AM	4:54 PM
9:56 AM	4:41 PM	10:15 AM	5:04 PM
10:08 AM	4:51 PM	10:22 AM	5:14 PM
10:15 AM	5:01 PM	10:29 AM	5:24 PM
10:22 AM	5:11 PM	10:36 AM	5:34 PM
10:29 AM	5:21 PM	10:43 AM	5:44 PM
10:36 AM	5:31 PM	10:50 AM	5:54 PM
10:43 AM	5:41 PM	10:57 AM	6:14 PM
10:50 AM	6:01 PM	11:04 AM	6:34 PM
10:57 AM	6:21 PM	11:11 AM	6:54 PM
11:04 AM	6:41 PM	11:18 AM	7:14 PM
11:11 AM	7:01 PM	11:25 AM	7:34 PM
11:18 AM	7:21 PM	11:32 AM	7:54 PM
11:25 AM	7:41 PM	11:39 AM	8:14 PM
11:32 AM	8:01 PM	11:46 AM	8:34 PM
11:39 AM	8:21 PM	11:53 AM	8:54 PM
11:46 AM	8:41 PM	12:00 PM	9:14 PM
11:53 AM	9:01 PM	12:07 PM	9:34 PM
12:00 PM	9:21 PM	12:14 PM	9:54 PM
12:07 PM	9:41 PM	12:21 PM	10:14 PM
12:14 PM	10:01 PM	12:28 PM	10:34 PM
12:21 PM	10:21 PM	12:38 PM	
12:28 PM		12:48 PM	
12:35 PM		12:58 PM	

5:54 PM starts night service
Monday - Thursday only



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UNT Shuttle Route: Centre Place (CP)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

Fall 2017 / Spring 2018 - Monday Through Friday



Fourm			Union	
7:15 AM	10:38 AM	1:56 PM	7:30 AM	12:23 PM
7:21 AM	10:44 AM	2:02 PM	7:36 AM	12:29 PM
7:27 AM	10:50 AM	2:08 PM	7:42 AM	12:35 PM
7:33 AM	10:56 AM	2:14 PM	7:48 AM	12:41 PM
7:39 AM	11:02 AM	2:20 PM	7:54 AM	12:47 PM
7:45 AM	11:08 AM	2:30 PM	8:00 AM	12:53 PM
7:51 AM	11:14 AM	2:40 PM	8:06 AM	12:59 PM
7:57 AM	11:20 AM	2:50 PM	8:12 AM	1:05 PM
8:03 AM	11:26 AM	3:00 PM	8:18 AM	1:11 PM
8:09 AM	11:32 AM	3:15 PM	8:24 AM	1:17 PM
8:15 AM	11:38 AM	3:25 PM	8:30 AM	1:23 PM
8:21 AM	11:44 AM	3:35 PM	8:36 AM	1:29 PM
8:27 AM	11:50 AM	3:45 PM	8:42 AM	1:35 PM
8:33 AM	11:56 AM	3:55 PM	8:48 AM	1:41 PM
8:39 AM	12:02 PM	4:05 PM	8:54 AM	1:47 PM
8:45 AM	12:08 PM	4:15 PM	9:00 AM	1:53 PM
8:51 AM	12:14 PM	4:25 PM	9:06 AM	1:59 PM
8:57 AM	12:20 PM	4:35 PM	9:12 AM	2:05 PM
9:03 AM	12:26 PM	4:45 PM	9:18 AM	2:11 PM
9:09 AM	12:32 PM	4:55 PM	9:24 AM	2:17 PM
9:15 AM	12:38 PM	5:05 PM	9:30 AM	2:23 PM
9:21 AM	12:44 PM	5:15 PM	9:36 AM	2:29 PM
9:27 AM	12:50 PM	5:25 PM	9:42 AM	2:35 PM
9:33 AM	12:56 PM	5:35 PM	9:48 AM	2:45 PM
9:39 AM	1:02 PM	5:55 PM	9:54 AM	3:00 PM
9:45 AM	1:08 PM	6:25 PM	10:05 AM	3:10 PM
9:51 AM	1:14 PM	6:55 PM	10:11 AM	3:20 PM
9:57 AM	1:20 PM	7:25 PM	10:17 AM	3:30 PM
10:03 AM	1:26 PM	7:55 PM	10:23 AM	3:40 PM
10:09 AM	1:32 PM	8:25 PM	10:29 AM	3:50 PM
10:20 AM	1:38 PM	8:55 PM	10:35 AM	4:00 PM
10:26 AM	1:44 PM	9:25 PM	10:41 AM	4:10 PM
10:32 AM	1:50 PM	9:55 PM	10:47 AM	4:20 PM
		10:25 PM	10:53 AM	4:30 PM
		10:55 PM	10:59 AM	4:40 PM
			11:05 AM	4:50 PM
			11:11 AM	5:00 PM
			11:17 AM	5:10 PM
			11:23 AM	5:20 PM
			11:29 AM	5:30 PM
			11:35 AM	5:40 PM
			11:41 AM	5:50 PM
			11:47 AM	6:10 PM
			11:53 AM	6:40 PM
			11:59 AM	7:10 PM
			12:05 PM	7:40 PM
			12:11 PM	8:10 PM
			12:17 PM	8:40 PM
			9:10 PM	
			9:40 PM	
			10:10 PM	
			10:40 PM	

5:55 starts night service
Monday - Thursday only

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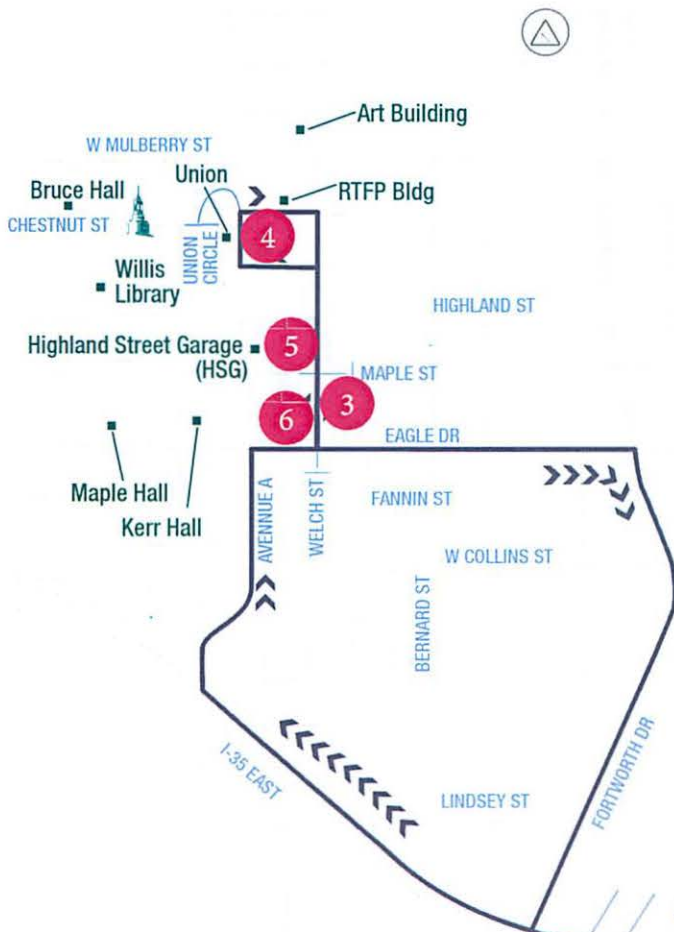
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UNT Shuttle Route: Colorado Express (CE)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

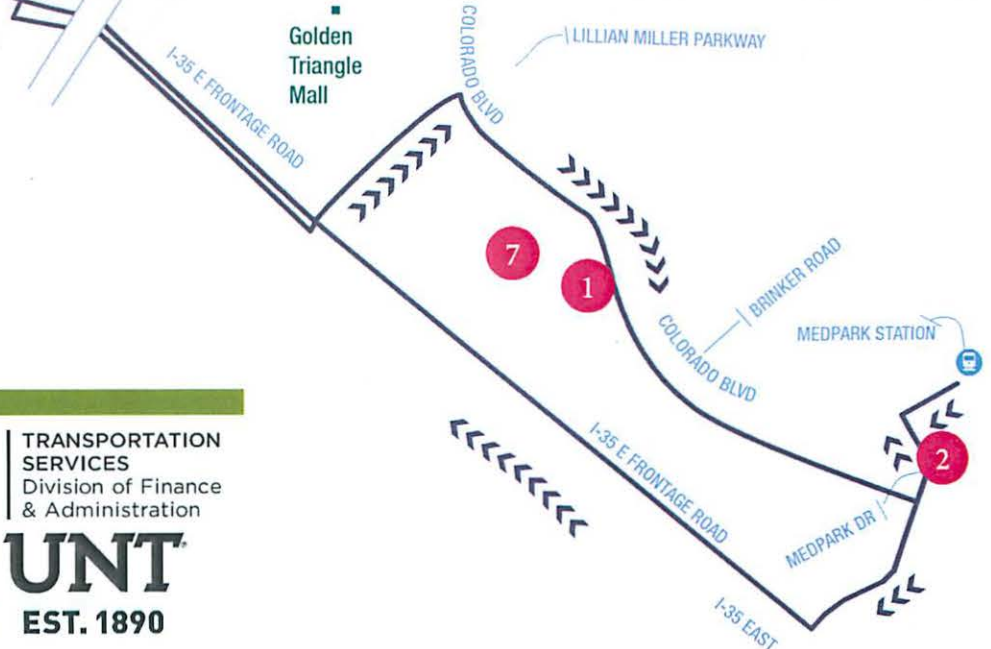
Fall 2017 / Spring 2018 - Monday Through Friday



The Ridge		Union	
7:15 AM	2:25 PM	7:35 AM	2:50 PM
7:35 AM	2:50 PM	7:55 AM	3:10 PM
7:55 AM	3:15 PM	8:15 AM	3:35 PM
8:15 AM	3:35 PM	8:35 AM	3:55 PM
8:35 AM	3:55 PM	8:55 AM	4:15 PM
8:55 AM	4:15 PM	9:15 AM	4:35 PM
9:15 AM	4:35 PM	9:35 AM	4:55 PM
9:35 AM	4:55 PM	10:00 AM	5:15 PM
9:55 AM	5:15 PM	10:20 AM	5:35 PM
10:20 AM	5:35 PM	10:40 AM	5:55 PM
10:45 AM	6:15 PM	11:05 AM	6:35 PM
11:05 AM	6:55 PM	11:25 AM	7:15 PM
11:25 AM	7:35 PM	11:45 AM	7:55 PM
11:45 AM	8:15 PM	12:05 PM	8:35 PM
12:05 PM	8:55 PM	12:25 PM	9:15 PM
12:25 PM	9:35 PM	12:45 PM	9:55 PM
12:45 PM	10:15 PM	1:05 PM	10:35 PM
1:05 PM		1:25 PM	
1:25 PM		1:45 PM	
1:45 PM		2:05 PM	
2:05 PM		2:30 PM	

6:15 PM starts night service
Monday - Thursday only

- 1 Ridge at North Texas
- 2 MedPark Station
- 3 NB Welch @ Eagle
- 4 Union Circle
- 5 SB Welch @ Highland
- 6 WB Eagle @ Welch
- 7 Pace's Crossing



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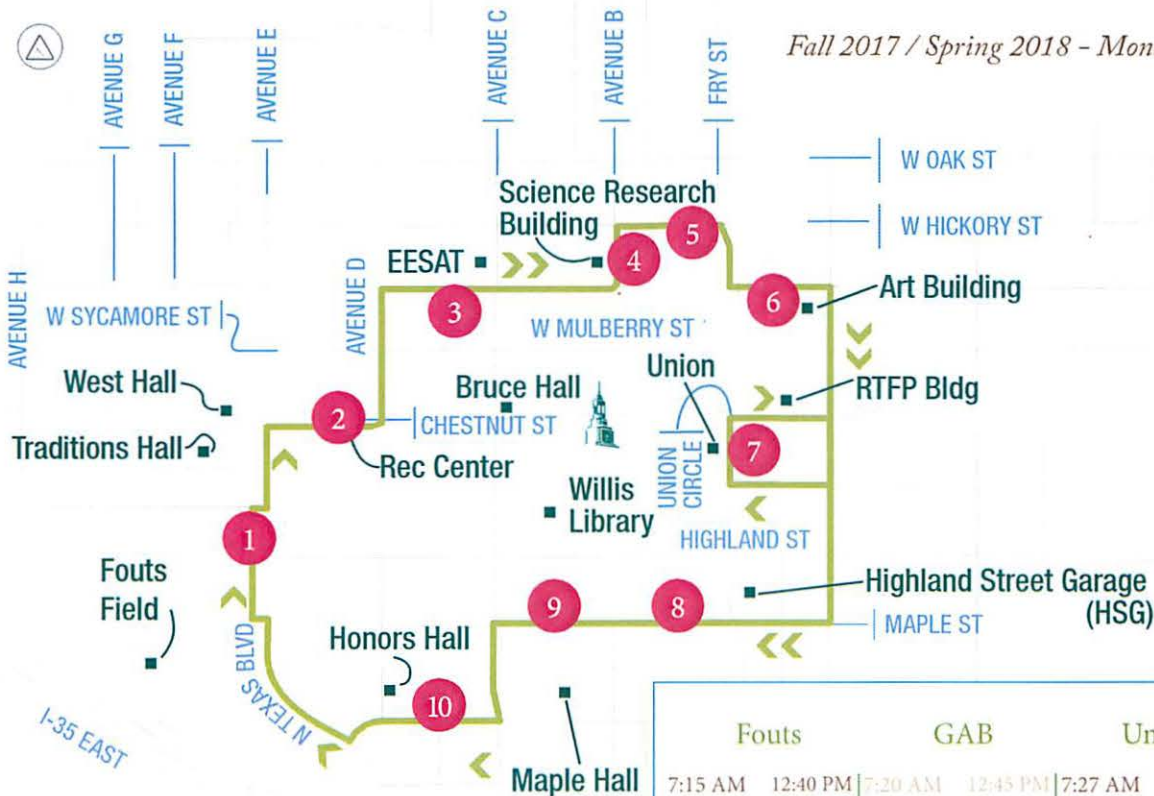
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UNT Shuttle Route: Mean Green (MG)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)



Fall 2017 / Spring 2018 - Monday Through Friday

1	Fouts Field
2	Student Rec Center
3	College Inn/EESAT
4	GAB
5	EB Hickory @ Ave A
6	Art Building (North)
7	Union Circle
8	Kerr Hall
9	Maple Hall
10	Honors Hall

Fouts		GAB		Union		BLB	
7:15 AM	12:40 PM	7:20 AM	12:45 PM	7:27 AM	12:52 PM	7:30 AM	12:55 PM
7:25 AM	12:50 PM	7:30 AM	12:55 PM	7:37 AM	1:02 PM	7:40 AM	1:05 PM
7:35 AM	1:00 PM	7:40 AM	1:05 PM	7:47 AM	1:12 PM	7:50 AM	1:15 PM
7:45 AM	1:10 PM	7:50 AM	1:15 PM	7:57 AM	1:22 PM	8:00 AM	1:25 PM
7:55 AM	1:20 PM	8:00 AM	1:25 PM	8:07 AM	1:32 PM	8:10 AM	1:35 PM
8:05 AM	1:30 PM	8:10 AM	1:35 PM	8:17 AM	1:42 PM	8:20 AM	1:45 PM
8:15 AM	1:40 PM	8:20 AM	1:45 PM	8:27 AM	1:52 PM	8:30 AM	1:55 PM
8:25 AM	1:50 PM	8:30 AM	1:55 PM	8:37 AM	2:02 PM	8:40 AM	2:05 PM
8:35 AM	2:00 PM	8:40 AM	2:05 PM	8:47 AM	2:17 PM	8:50 AM	2:20 PM
8:45 AM	2:10 PM	8:50 AM	2:15 PM	8:57 AM	2:27 PM	9:00 AM	2:30 PM
8:55 AM	2:25 PM	9:00 AM	2:30 PM	9:07 AM	2:37 PM	9:10 AM	2:40 PM
9:05 AM	2:35 PM	9:10 AM	2:40 PM	9:17 AM	2:47 PM	9:20 AM	2:50 PM
9:15 AM	2:45 PM	9:20 AM	2:50 PM	9:27 AM	2:57 PM	9:30 AM	3:00 PM
9:25 AM	2:55 PM	9:30 AM	3:00 PM	9:37 AM	3:07 PM	9:40 AM	3:10 PM
9:35 AM	3:05 PM	9:40 AM	3:10 PM	9:47 AM	3:17 PM	9:50 AM	3:20 PM
9:45 AM	3:15 PM	9:50 AM	3:20 PM	10:02 AM	3:27 PM	10:05 AM	3:30 PM
9:55 AM	3:25 PM	10:00 AM	3:30 PM	10:12 AM	3:37 PM	10:15 AM	3:40 PM
10:10 AM	3:35 PM	10:15 AM	3:40 PM	10:22 AM	3:47 PM	10:25 AM	3:50 PM
10:20 AM	3:45 PM	10:25 AM	3:50 PM	10:32 AM	3:57 PM	10:35 AM	4:00 PM
10:30 AM	3:55 PM	10:35 AM	4:00 PM	10:42 AM	4:07 PM	10:45 AM	4:10 PM
10:40 AM	4:05 PM	10:45 AM	4:10 PM	10:52 AM	4:17 PM	10:55 AM	4:20 PM
10:50 AM	4:15 PM	10:55 AM	4:20 PM	11:02 AM	4:27 PM	11:05 AM	4:30 PM
11:00 AM	4:25 PM	11:05 AM	4:30 PM	11:12 AM	4:37 PM	11:15 AM	4:40 PM
11:10 AM	4:35 PM	11:15 AM	4:40 PM	11:22 AM	4:47 PM	11:25 AM	4:50 PM
11:20 AM	4:45 PM	11:25 AM	4:50 PM	11:32 AM	4:57 PM	11:35 AM	5:00 PM
11:30 AM	4:55 PM	11:35 AM	5:00 PM	11:42 AM	5:07 PM	11:45 AM	5:10 PM
11:40 AM	5:05 PM	11:45 AM	5:10 PM	11:52 AM	5:17 PM	11:55 AM	5:20 PM
11:50 AM	5:15 PM	11:55 AM	5:20 PM	12:02 PM	5:27 PM	12:05 PM	5:30 PM
12:00 PM		12:05 PM		12:12 PM		12:15 PM	
12:10 PM		12:15 PM		12:22 PM		12:25 PM	
12:20 PM		12:25 PM		12:32 PM		12:35 PM	
12:30 PM		12:35 PM		12:42 PM		12:45 PM	

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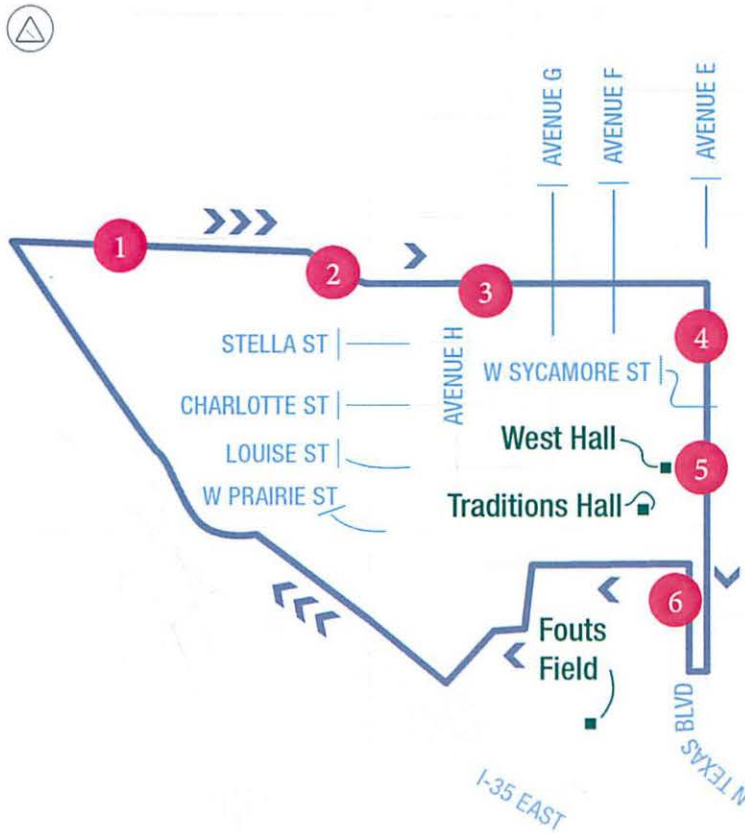
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UNT Shuttle Route: North Texan (NT)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

Fall 2017 / Spring 2018 - Monday Through Friday



1	Uptown
2	University Courtyard
3	Ave H & Hickory
4	Stella & N Texas Blvd
5	West Hall
6	Fouts Field

Uptown

Fouts

7:15 AM	4:25 PM	7:28 AM	4:38 PM
7:25 AM	4:35 PM	7:38 AM	4:48 PM
7:35 AM	4:45 PM	7:48 AM	4:58 PM
7:45 AM	4:55 PM	7:58 AM	5:08 PM
7:55 AM	5:05 PM	8:08 AM	5:18 PM
8:05 AM	5:15 PM	8:18 AM	5:28 PM
8:15 AM	5:25 PM	8:28 AM	5:38 PM
8:25 AM	5:35 PM	8:38 AM	5:48 PM
8:35 AM	5:45 PM	8:48 AM	5:58 PM
8:45 AM	5:55 PM	8:58 AM	6:08 PM
8:55 AM	6:05 PM	9:08 AM	6:18 PM
9:05 AM	6:15 PM	9:18 AM	6:28 PM
9:15 AM	6:25 PM	9:28 AM	6:38 PM
9:25 AM	6:35 PM	9:38 AM	6:48 PM
9:35 AM	6:45 PM	9:48 AM	6:58 PM
9:45 AM	6:55 PM	9:58 AM	7:08 PM
9:55 AM	7:05 PM	10:08 AM	7:18 PM
10:05 AM	7:15 PM	10:18 AM	7:28 PM
10:15 AM	7:25 PM	10:28 AM	7:38 PM
10:25 AM	7:35 PM	10:38 AM	7:48 PM
10:35 AM	7:45 PM	10:48 AM	7:58 PM
10:45 AM	7:55 PM	10:58 AM	8:08 PM
10:55 AM	8:05 PM	11:08 AM	8:18 PM
11:05 AM	8:15 PM	11:18 AM	8:28 PM
11:15 AM	8:25 PM	11:28 AM	8:38 PM
11:25 AM	8:35 PM	11:38 AM	8:48 PM
11:35 AM	8:45 PM	11:48 AM	8:58 PM
11:45 AM	8:55 PM	11:58 AM	9:08 PM
11:55 AM	9:05 PM	12:08 PM	9:18 PM
12:05 PM	9:15 PM	12:18 PM	9:28 PM
12:15 PM	9:25 PM	12:28 PM	9:38 PM
12:25 PM	9:35 PM	12:38 PM	9:48 PM
12:35 PM	9:45 PM	12:48 PM	9:58 PM
12:45 PM	9:55 PM	12:58 PM	10:08 PM
12:55 PM	10:05 PM	1:08 PM	10:18 PM
1:05 PM	10:15 PM	1:18 PM	10:28 PM
1:15 PM	10:25 PM	1:28 PM	10:38 PM
1:25 PM	10:35 PM	1:38 PM	10:48 PM
1:35 PM	10:45 PM	1:48 PM	10:58 PM
1:45 PM	10:55 PM	1:58 PM	11:08 PM
1:55 PM	11:05 PM	2:08 PM	11:18 PM
2:05 PM	11:15 PM	2:18 PM	11:28 PM
2:15 PM	11:25 PM	2:28 PM	11:38 PM
2:25 PM	11:35 PM	2:38 PM	11:48 PM
2:35 PM	11:45 PM	2:48 PM	11:58 PM
2:45 PM	11:55 PM	2:58 PM	12:08 PM
2:55 PM	12:05 PM	3:08 PM	12:18 PM
3:05 PM	12:15 PM	3:18 PM	12:28 PM
3:15 PM	12:25 PM	3:28 PM	12:38 PM
3:25 PM	12:35 PM	3:38 PM	12:48 PM
3:35 PM	12:45 PM	3:48 PM	12:58 PM
3:45 PM	12:55 PM	3:58 PM	1:08 PM
3:55 PM	1:05 PM	4:08 PM	1:18 PM
4:05 PM	1:15 PM	4:18 PM	1:28 PM
4:15 PM	1:25 PM	4:28 PM	1:38 PM

5:55 PM starts night service
Monday - Thursday only

5:55 PM last service on Friday



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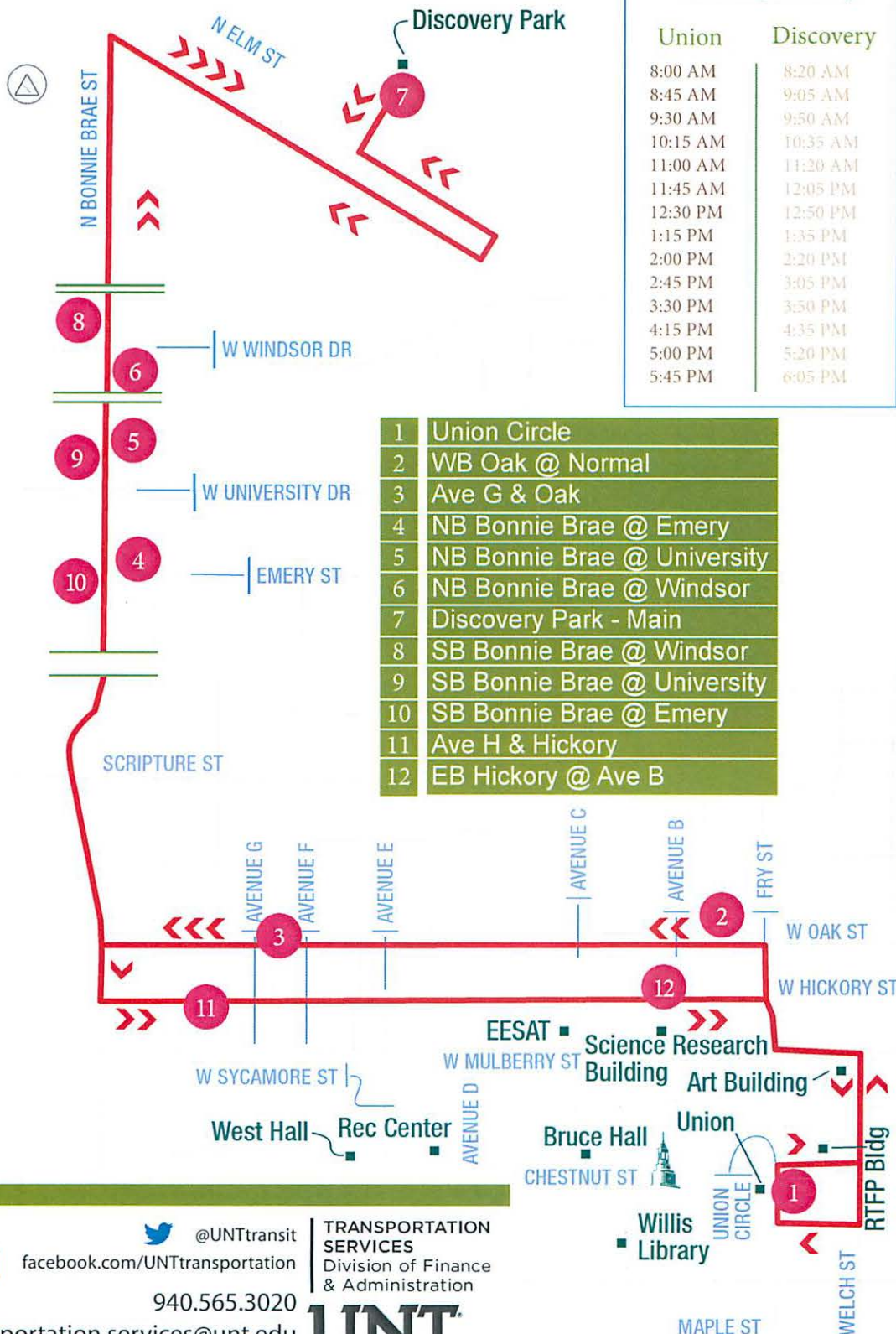
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UNT Shuttle Route: Discovery Park (DP)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

Fall 2017 / Spring 2018



Saturday/Sunday

Union	Discovery
8:00 AM	8:20 AM
8:45 AM	9:05 AM
9:30 AM	9:50 AM
10:15 AM	10:35 AM
11:00 AM	11:20 AM
11:45 AM	12:05 PM
12:30 PM	12:50 PM
1:15 PM	1:35 PM
2:00 PM	2:20 PM
2:45 PM	3:05 PM
3:30 PM	3:50 PM
4:15 PM	4:35 PM
5:00 PM	5:20 PM
5:45 PM	6:05 PM

Monday - Friday

Union	Discovery
7:15 AM	7:35 AM
7:30 AM	7:50 AM
7:45 AM	8:05 AM
8:00 AM	8:20 AM
8:15 AM	8:35 AM
8:30 AM	8:50 AM
8:45 AM	9:05 AM
9:00 AM	9:20 AM
9:15 AM	9:35 AM
9:30 AM	9:50 AM
9:45 AM	10:05 AM
10:00 AM	10:20 AM
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6:40 PM	7:00 PM
7:00 PM	7:20 PM
7:20 PM	7:40 PM
7:40 PM	8:00 PM
8:00 PM	8:20 PM
8:20 PM	8:40 PM
9:00 PM	9:20 PM
9:40 PM	10:00 PM
10:20 PM	10:40 PM

6:00 pm

starts night service
Monday - Thursday only

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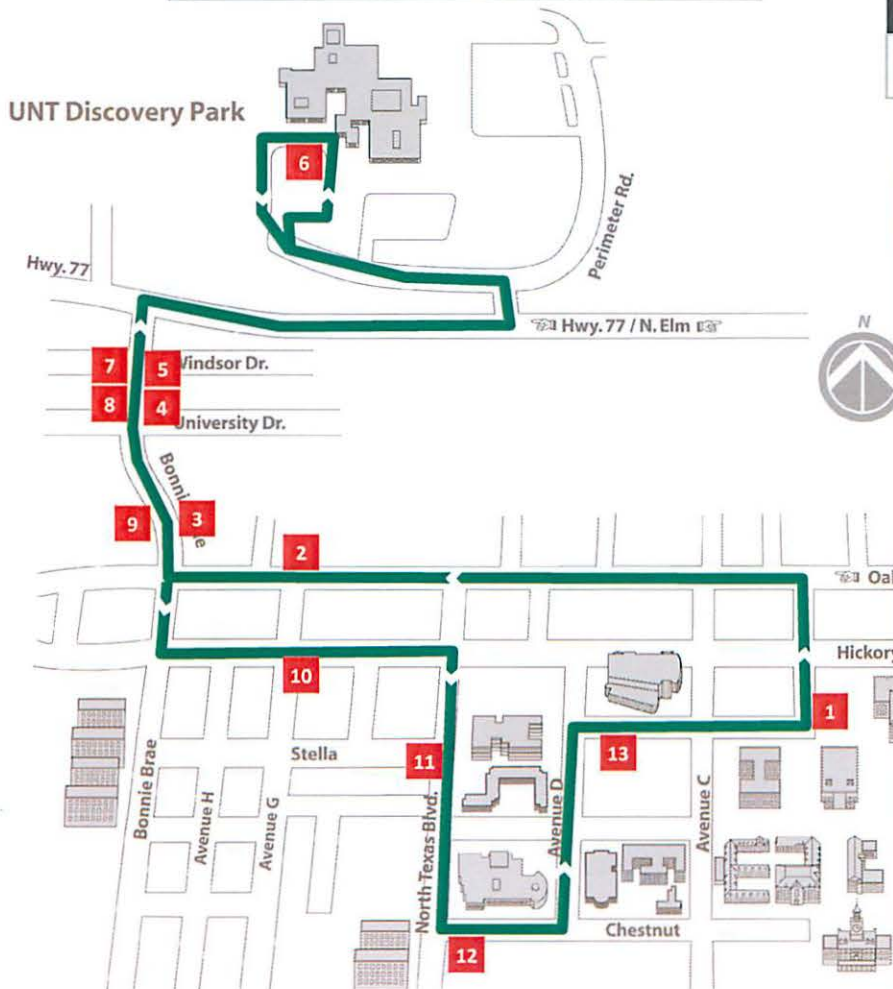
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UNT Shuttle Route: Discovery Park (DP)

December 18th — January 9th, 2018



Monday— Friday 7:30 AM—6:42 PM

Departs GAB

Departs Discovery Park

GAB
7:30 AM
8:12 AM
8:54 AM
9:36 AM
10:18 AM
11:00 AM
11:42 AM
12:24 PM
1:06 PM
1:48 PM
2:30 PM
3:12 PM
3:54 PM
4:36 PM
5:18 PM
6:00 PM
6:42 PM

D Park
7:51 AM
8:33 AM
9:15 AM
9:57 AM
10:39 AM
11:21 AM
12:03 PM
12:45 PM
1:27 PM
2:09 PM
2:51 PM
3:33 PM
4:15 PM
4:57 PM
5:39 PM
6:21 PM

1 GAB	8 Bonnie Brae SB @ University
2 Oak @ Ave G	9 Bonnie Brae SB @ Emory
3 Bonnie Brae NB @ Emory	10 Hickory @ Ave G
4 Bonnie Brae NB @ University	11 NT Blvd. @ Stella
5 Bonnie Brae NB @ Windsor	12 Rec Center
6 Discovery Park East	13 EESAT
7 Bonnie Brae SB @ Windsor	

For service comments or concerns, call:

940-243-0077 (DCTA)

For questions, schedules, and route info call:

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Phone: 940-565-3020

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EXHIBIT “D”
BUS ROUTES – MEAN GREEN NIGHT RIDER SERVICE

EXHIBIT D - Mean Green Night Rider Service

Day of the Week	Level of Service		Net Increase	
	DCTA Existing Service	Additional Service	Service Hours	Service Miles
Monday - Thursday	3 Buses from 7:15 am - 5:30 pm 2 Buses from 5:30 pm - 10:30 pm	1 Bus from 10:30 pm - 2:00 am	4	29
Friday	3 Buses from 7:15 am - 5:30 pm	1 Bus from 5:30 pm - 2:00 am	9	70
Saturday	1 Bus from 8:00 am - 6:30 pm	2 Buses from 6:00 pm - Midnight 1 Bus from Midnight - 2:00 am	15	127
Sunday	No DCTA Service	1 Bus from 8:00 am - 6:00 pm 2 Buses from 6:00 pm - Midnight 1 Bus from Midnight - 2:00 am	25	216

	Mon-Thurs	Friday	Saturday	Sunday	Annual Total
Total Hours	438	333	417	711	1,899
Total Miles	3,596	2,585	3,569	6,045	15,796

Assumptions

Cost per hour is based on an anticipated Operator wage of \$17.00 and Supervisor wage of \$20.00 per hour.

Estimate based on current FY2018 service levels.

UNT Shuttle Route: Mean Green Night Rider (MGNR)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

Fall 2017 / Spring 2018



1	Fouts Field
2	Student Rec Center
3	College Inn/EESAT
4	GAB
5	EB Hickory @ Ave A
6	Art Building (North)
7	Union Circle
8	Kerr Hall
9	Maple Hall
10	Honors Hall
11	EB Eagle @ Kendolph
12	Victory Hall
13	Victory Hall (South)
14	Victory Hall (North)

Late night, Friday, Saturday and Sunday schedule on next page.

Please Note:

Beginning at 10:30 PM, this route will be operated by e-ride till 7 AM.

Monday - Thursday

Fouts	GAB	Union	BLB	Victory Hall
5:30 PM	5:35 PM	5:42 PM	5:45 PM	5:54 PM
5:45 PM	5:50 PM	5:57 PM	6:00 PM	6:09 PM
6:00 PM	6:05 PM	6:12 PM	6:15 PM	6:24 PM
6:15 PM	6:20 PM	6:27 PM	6:30 PM	6:39 PM
6:30 PM	6:35 PM	6:42 PM	6:45 PM	6:54 PM
6:45 PM	6:50 PM	6:57 PM	7:00 PM	7:09 PM
7:00 PM	7:05 PM	7:12 PM	7:15 PM	7:24 PM
7:15 PM	7:20 PM	7:27 PM	7:30 PM	7:39 PM
7:30 PM	7:35 PM	7:42 PM	7:45 PM	7:54 PM
7:45 PM	7:50 PM	7:57 PM	8:00 PM	8:09 PM
8:00 PM	8:05 PM	8:12 PM	8:15 PM	8:24 PM
8:15 PM	8:20 PM	8:27 PM	8:30 PM	8:39 PM
8:30 PM	8:35 PM	8:42 PM	8:45 PM	8:54 PM
8:45 PM	8:50 PM	8:57 PM	9:00 PM	9:09 PM
9:00 PM	9:05 PM	9:12 PM	9:15 PM	9:24 PM
9:15 PM	9:20 PM	9:27 PM	9:30 PM	9:39 PM
9:30 PM	9:35 PM	9:42 PM	9:45 PM	9:54 PM
9:45 PM	9:50 PM	9:57 PM	10:00 PM	10:09 PM
10:00 PM	10:05 PM	10:12 PM	10:15 PM	10:24 PM
10:15 PM	10:20 PM	10:27 PM	10:30 PM	10:39 PM



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UNT Shuttle Route: Mean Green Night Rider (MGNR)

For questions, schedules, and route info call: 940-565-3020

For service comments or concerns, call: 940-243-0077 (DCTA)

Friday

Fouts	GAB	Union	BLB	Victory Hall
5:30 PM	5:35 PM	5:42 PM	5:45 PM	5:54 PM
6:00 PM	6:05 PM	6:12 PM	6:15 PM	6:24 PM
6:30 PM	6:35 PM	6:42 PM	6:45 PM	6:54 PM
7:00 PM	7:05 PM	7:12 PM	7:15 PM	7:24 PM
7:30 PM	7:35 PM	7:42 PM	7:45 PM	7:54 PM
8:00 PM	8:05 PM	8:12 PM	8:15 PM	8:24 PM
8:30 PM	8:35 PM	8:42 PM	8:45 PM	8:54 PM
9:00 PM	9:05 PM	9:12 PM	9:15 PM	9:24 PM
9:30 PM	9:35 PM	9:42 PM	9:45 PM	9:54 PM
10:00 PM	10:05 PM	10:12 PM	10:15 PM	10:24 PM

Saturday and Sunday

Fouts	GAB	Union	BLB	Victory Hall
8:00 AM	8:05 AM	8:12 AM	8:15 AM	8:24 AM
8:30 AM	8:35 AM	8:42 AM	8:45 AM	8:54 AM
9:00 AM	9:05 AM	9:12 AM	9:15 AM	9:24 AM
9:30 AM	9:35 AM	9:42 AM	9:45 AM	9:54 AM
10:00 AM	10:05 AM	10:12 AM	10:15 AM	10:24 AM
10:30 AM	10:35 AM	10:42 AM	10:45 AM	10:54 AM
11:00 AM	11:05 AM	11:12 AM	11:15 AM	11:24 AM
11:30 AM	11:35 AM	11:42 AM	11:45 AM	11:54 AM
12:00 PM	12:05 PM	12:12 PM	12:15 PM	12:24 PM
12:30 PM	12:35 PM	12:42 PM	12:45 PM	12:54 PM
1:00 PM	1:05 PM	1:12 PM	1:15 PM	1:24 PM
1:30 PM	1:35 PM	1:42 PM	1:45 PM	1:54 PM
2:00 PM	2:05 PM	2:12 PM	2:15 PM	2:24 PM
2:30 PM	2:35 PM	2:42 PM	2:45 PM	2:54 PM
3:00 PM	3:05 PM	3:12 PM	3:15 PM	3:24 PM
3:30 PM	3:35 PM	3:42 PM	3:45 PM	3:54 PM
4:00 PM	4:05 PM	4:12 PM	4:15 PM	4:24 PM
4:30 PM	4:35 PM	4:42 PM	4:45 PM	4:54 PM
5:00 PM	5:05 PM	5:12 PM	5:15 PM	5:24 PM
5:30 PM	5:35 PM	5:42 PM	5:45 PM	5:54 PM
6:00 PM	6:05 PM	6:12 PM	6:15 PM	6:24 PM
6:30 PM	6:35 PM	6:42 PM	6:45 PM	6:54 PM
7:00 PM	7:05 PM	7:12 PM	7:15 PM	7:24 PM
7:30 PM	7:35 PM	7:42 PM	7:45 PM	7:54 PM
8:00 PM	8:05 PM	8:12 PM	8:15 PM	8:24 PM
8:30 PM	8:35 PM	8:42 PM	8:45 PM	8:54 PM
9:00 PM	9:05 PM	9:12 PM	9:15 PM	9:24 PM
9:30 PM	9:35 PM	9:42 PM	9:45 PM	9:54 PM
10:00 PM	10:05 PM	10:12 PM	10:15 PM	10:24 PM

Late Night - Seven Days a Week

Fouts	GAB	Union	BLB	Victory Hall
10:30 PM	10:35 PM	10:42 PM	10:45 PM	10:54 PM
11:00 PM	11:05 PM	11:12 PM	11:15 PM	11:24 PM
11:30 PM	11:35 PM	11:42 PM	11:45 PM	11:54 PM
12:00 AM	12:05 AM	12:12 AM	12:15 AM	12:24 AM
12:30 AM	12:35 AM	12:42 AM	12:45 AM	12:54 AM
1:00 AM	1:05 AM	1:12 AM	1:15 AM	1:24 AM
1:30 AM	1:35 AM	1:42 AM	1:45 AM	1:54 AM
2:00 AM	2:05 AM	2:12 AM	2:15 AM	2:24 AM
2:30 AM	2:35 AM	2:42 AM	2:45 AM	2:54 AM
3:00 AM	3:05 AM	3:12 AM	3:15 AM	3:24 AM
3:30 AM	3:35 AM	3:42 AM	3:45 AM	3:54 AM
4:00 AM	4:05 AM	4:12 AM	4:15 AM	4:24 AM
4:30 AM	4:35 AM	4:42 AM	4:45 AM	4:54 AM
5:00 AM	5:05 AM	5:12 AM	5:15 AM	5:24 AM
5:30 AM	5:35 AM	5:42 AM	5:45 AM	5:54 AM
6:00 AM	6:05 AM	6:12 AM	6:15 AM	6:24 AM
6:30 AM	6:35 AM	6:42 AM	6:45 AM	6:54 AM
7:00 AM	OUT OF SERVICE			



@UNTtransit
facebook.com/UNTtransportation

940.565.3020

transportation.services@unt.edu
transportation.unt.edu

TRANSPORTATION
SERVICES
Division of Finance
& Administration

UNT
EST. 1890

EXHIBIT “E”
TRANSPORTATION NETWORK COMPANY SERVICE

Exhibit E – Transportation Network Company Service

In 2017 Lyft was selected as a vendor to provide On-Demand Rideshare Services for DCTA. Lyft is a major Transportation Network Company (TNC) that provides mobility services through their mobile app and ridesourcing software, which allows customers to request rides in real-time. Lyft software and apps are in turn utilized by Lyft drivers in personal vehicles who respond to customer ride requests. Lyft's contract with DCTA provides services on an on-call basis via DCTA task order. DCTA utilization of Lyft is for the purpose of creating highly customized partnership programs for customers, clients and to utilize Lyft's mobility services in areas of DCTA's service area and within time ranges where traditional fixed-route transportation and demand-response services are not as cost-efficient or convenient.

The DCTA/Lyft program proposal for UNT is to supplement or replace the late night e-Ride program that currently provides safe transportation between campus locations and student residences. Active UNT students will be invited to set up a Lyft account and be eligible for a free Lyft trip within a selected area and selected timeframe.

Lyft has partnered with university campuses across the country to do similar partnerships. A program in UT-Austin provides students with rides to/from campus during late night hours.

Program parameters:

- 1) **Eligibility:** All Active UNT students. UNT will provide Lyft and DCTA with a list of eligible program participants, and Lyft will coordinate e-mails to that list for program promotion.
- 2) **Timeblock:** 2:00am-7:00am – 7 days a week – During UNT's Academic Calendar (Spring 2018 semester: January 8, 2018 – May 15, 2018)
- 3) **Geofence:** Consists of three campus areas, including the Main Campus, Oak Street Galleries, and UNT West Campus. Map of area for eligible rides can be found in Attachment A.
- 4) **Subsidy amount:** 100% fare for eligible rides that begin and end within the designated geofence and begin and end within the designated timeblock.
- 5) **Program limits:** Program's budget will not exceed \$72,000, which will provide as estimated 10,000 fully subsidized rides, with an estimated minimum fare of \$6.25. Rides and budget will be monitored based on a monthly ridership report provided to DCTA by Lyft. Invoicing from Lyft will be billed as a direct pass-through.

DCTA obligations:

- Manage Lyft task order
- Meet regularly with UNT to assess program efficiencies and evaluate ridership data
- Support UNT in communications strategy and marketing of program
- Provide ridership summaries and program costs on a monthly basis to UNT
- Manage changes to initial program parameters as needed in response to UNT demand

Lyft obligations:

- Create the geofence (Attachment A) around selected areas of the UNT campus, as well as implement the technical steps to ensure the rider subsidy is available during the designated timeblock
- Provide method to restrict access to the subsidy to active UNT students only
- Coordinate with UNT and DCTA to ensure adequate driver supply during program hours to ensure a response time not to exceed 15 minutes.
- Process all subsidy amounts on a monthly basis and provide method of invoicing for DCTA payment
- Coordinate with UNT and DCTA on program promotion and education, including e-mails to eligible students at the beginning of the semester and instructions for linking existing Lyft accounts to the UNT subsidy program
- Provide standard customer service as expected by all Lyft users
- Provide a mechanism where participants that are no-shows or who request rides not eligible for a subsidy are charged appropriately to their own personal Lyft accounts, with no charges incurred by DCTA
- Report ridership data in a reporting template found in Attachment B, and as agreed to in task order
- During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:
 - a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
 - b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.
 - c. Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.
 - d. Lyft will include Partner as an additional insured via blanket endorsement under Lyft's commercial general liability insurance policy. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Partner may carry and will contain a waiver of subrogation against Partner and its insurance carrier(s) with respect to all obligations assumed by Lyft under this agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

UNT obligations:

- Provide list of e-mails of eligible customers to Lyft
- Provide 'geofence' of Denton areas where travel is eligible for a subsidy
- Coordinate with appropriate UNT departments to integrate Lyft program with current transportation services and manage student expectations
- Provide feedback on program needs and customer experiences on a regular basis to allow for program changes to be made in a timely fashion
- Coordinate communication and marketing plan in accordance with UNT and Lyft practices
- Provide trips for disabled riders with specific mobility needs (these trips are expected to be minimal but will be provided by a UNT staff member in a lift/ramp equipped vehicle)

Exhibit E - Attachment A
Eligibility Area for DCTA E-ride Lyft Program

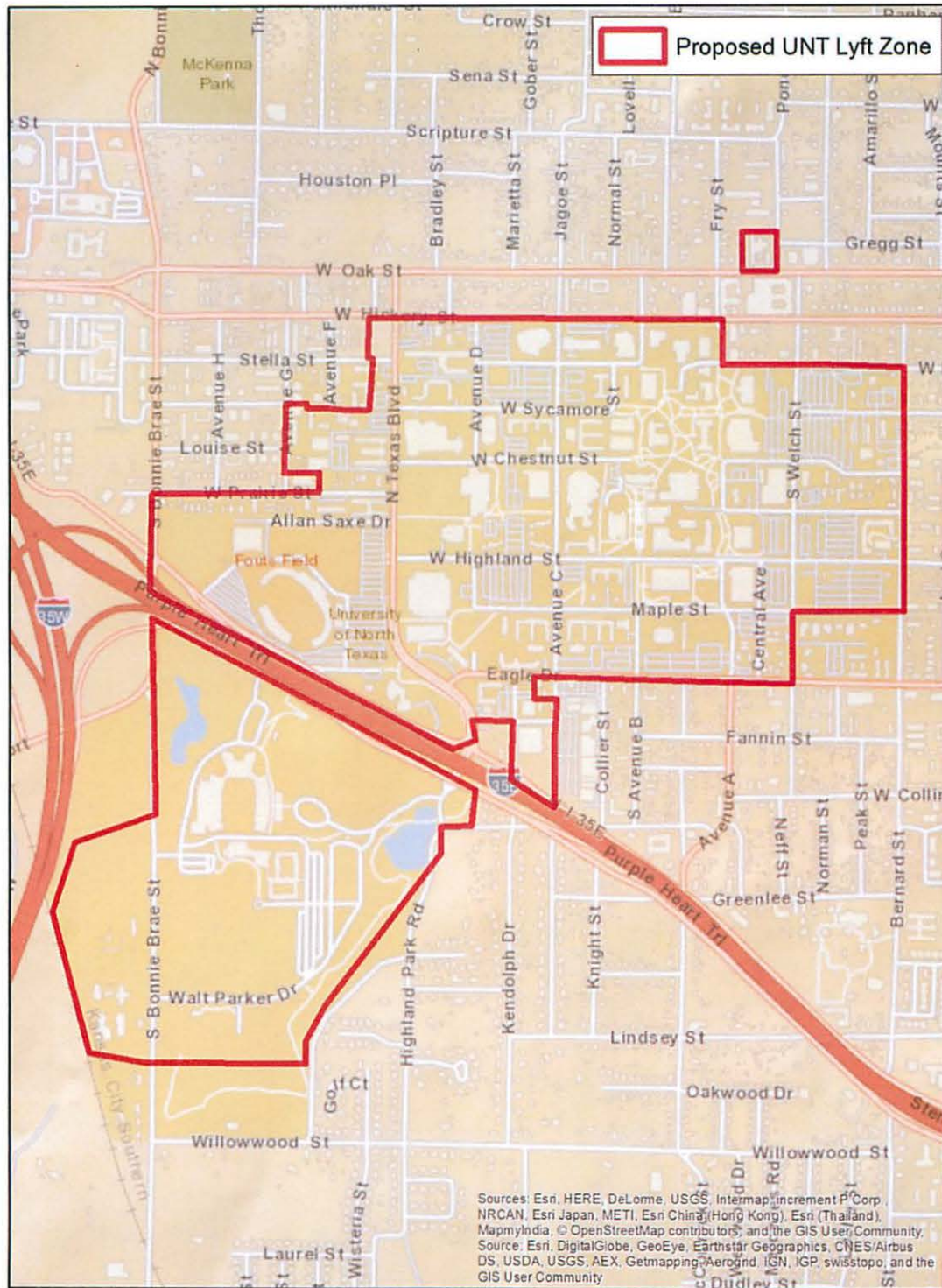


Exhibit E - Attachment B

Monthly Data Reporting

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

MONTHLY REPORT

Trips Data Decoupled

INVOICE

Passenger ID (Anonymized)	Trip Length (5 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	0-5	0-5	\$10.15	\$6.15
347477	15-20	15-20	\$25.35	\$21.35
5586	5-10	5-10	\$11.20	\$7.20
44433	20-25	20-25	\$32.40	\$28.40
			\$79.10	\$63.10

NTD REPORTING

Origin (Census Tract)	Destination (Census Tract)	Trip Time Period (AM Peak/Midday/PM Peak/Late Night)	Day of Travel
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Saturday	Sunday	Total
Overall Mileage of Service	38	4.1	2.1	44.2
Overall Hours of Service	1.2	1.1	1.1	3.4

**EXHIBIT “F”
PERFORMANCE MEASURES**

EXHIBIT F - Performance Measures

1. On-time performance goal for the services provided to UNT is 90%. On-time performance is defined as a trip that is no more than 0 minutes early and no more than five (5) minutes late, compared to scheduled arrival/departure times at published time points. Adjustments may be made due to circumstances outside of DCTA's control, including but not limited to construction, accidents, congestion, special events, inclement weather, etc.
2. The service provided to UNT will have no more than five percent (5%) of its total trips resulting in a missed trip. A missed trip is defined as a trip that is not completed in its entirety or is more than 15 minutes late.
3. UNT customer complaints will be acted upon within 24 hours of receipt. A summary report of complaints and their disposition will be provided to UNT monthly.
4. The service provided to UNT will no more than four (4) preventable accidents per 100,000 miles of service. A non-preventable accident is defined as any event involving vehicles utilized in the provision of UNT service under this agreement, which could have been prevented and causes more than \$1,000 or more in personal injury or property damage.

Board of Directors Memo

March 26, 2020

SUBJECT: Consider Award of RFP 20-04 Public Relations Software Services

Background

On January 8, 2020, DCTA issued RFP 20-04 for Public Relations Software Services. A total of 22,261 email notices were sent to potential bidders. Three (3) proposals were received. An evaluation team reviewed all three (3) proposals.

1. Agility PR Solutions, LLC
2. Cision US Inc.
3. Meltwater News US Inc.

Identified Need

A comprehensive public relations software solution is needed to assist DCTA's Marketing and Communications department with turnkey solutions to target and engage with local, regional and national media outlets, and appropriately measure coverage and engagement. DCTA has contracted for such software solutions for the last five years.

Financial Impact

The contract shall be for three (3) years with the option to renew for two (2) additional one (1) year terms. The anticipated expenses for FY 2020 is \$25,000. Annual expenses beginning in FY 2021 will be \$25,000, for a total expenditure of \$125,000.00 (if option periods are exercised).

Funding for this agreement is available within the FY 2020 budget. Expenses for future fiscal years will be included in the annual operating budget.

Recommendation

Staff recommends award to Cision US Inc. and requests the Board authorize for the CEO to execute a contract.

Exhibits

- Exhibit 1 – Evaluation Consensus
- Exhibit 2 – Request for Proposal Package
- Exhibit 3 – Cision US Inc. Proposal
- Exhibit 4 – Cision Overview Handout



Submitted By Christa Christian
Christa Christian, CPPB, Senior Procurement Specialist

Final Review: Nicole Recker
Nicole Recker, VP of Marketing and Administration

Approval: Raymond Suarez
Raymond Suarez, CEO

EVALUATION SCORE SHEET - CONSENSUS AVERAGES
DCTA REQUEST FOR PROPOSAL 20-04 Public Relations Software
EVALUATOR: _Evaluation Team_____

	MAX PTS	Agility	Meltwater	Cision
TOTAL SCORE	100	70	85	87

Ranking RFP 20-04 Public Relations Software Services

	Agility	Meltwater	Cision
Nicole	66	82	83
Adrienne	70	85	87
Kayla	75	90	93
Average	70.33333333	85.66666667	87.66666667

Solicitation 20-04

Public Relations Software Services

Bid Designation: Public



Denton County Transportation Authority

Bid 20-04

Public Relations Software Services

Bid Number 20-04
Bid Title Public Relations Software Services
Expected Expenditure **\$125,000.00** (This price is expected - not guaranteed)

Bid Start Date Jan 8, 2020 11:36:53 AM CST
Bid End Date Feb 5, 2020 3:00:00 PM CST
Question & Answer End Date Jan 23, 2020 5:00:00 PM CST

Bid Contact Christa Christian
Senior Procurement Specialist
cchristian@dcta.net

Description

Denton County Transportation Authority is seeking qualified firms to provide Public Relations Software Services per the attached Scope of Services.



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	20-04 Request for Proposals		
TITLE	Public Relations Software Services		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	
QUESTIONS DUE	January 23, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	January 28, 2020 by 5:00 pm CST
DUE DATE/TIME	February 5, 2020 at 3:00 pm CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Christa Christian, CPPB procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-04 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Proposal") together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the Contract documents.

2. CONTRACT TERM

The initial term of the contract shall be for three (3) years with the option to renew for two (2) additional one (1) year terms.

3. BACKGROUND

The Denton County Transportation Authority (DCTA) is committed to improving mobility, air quality, economic development and livability in the communities it serves. In collaboration with diverse stakeholders and partners, DCTA is a leader in advancing mobility initiatives to serve the ever-changing transit needs of riders. Formed in 2002 and funded in 2003, DCTA serves Denton, Collin and Tarrant County with a total of 22 fixed bus routes, 21-mile A-train commuter rail line, on-demand, paratransit and additional services. DCTA serves nearly 3 million passengers each year with connections to the Dallas Area Rapid Transit (DART) Green Line. To learn more about how DCTA is shaping the future of North Texas, visit RideDCTA.net.

4. SCOPE OF SERVICES

The Denton County Transportation Authority is looking for a comprehensive public relations software solution to assist the agency's Marketing and Communications department with the following objectives.

- Manage and enhance its public relations efforts for monitoring traditional, non-traditional and social media
- Identify key media contacts and influencers at the national, regional and local levels, as well as within the public transportation industry
- Provide management of media contact lists with secure storage and exporting options
- Provide comprehensive and in-depth media coverage analytics that allow the agency to analyze a variety of media and ROI (return on investment) data and statistics
- Develop in-depth reporting for both overall media relations performance as well as specific queried data
- Provide template media materials distribution (i.e. news releases, pitches, etc.), reporting and response management

The agency has outlined specific annual goals for each department. The Marketing and Communications department has been tasked with reaching such goals as; increased brand mentions in various media outlets, accurate reporting of publicity values and broader reach amongst relevant media.

A. News Coverage & Media Monitoring

- Proposer to monitor in real time print publications such as newspapers, magazines and trade/business publications and provide full-text coverage, outlet name, date published and section/page information for each monitored result at no extra charge
- Proposer to monitor in real time broadcast closed-caption text from national, cable and local stations in the U.S. and provide video snippets of coverage that can be edited, downloaded and shared
- Proposer to monitor in real time top-tier U.S. radio stations and provide mp3 or.wav file snippets of coverage that can be edited, downloaded and shared
- Proposer to monitor in real time online news sources and social media platforms (including but not limited to, Facebook, Twitter and blogs)
- Proposer to provide a minimum of five search agents/key words that will generate media articles/stories and user can utilize to search for media coverage in the platform
- Proposer to have all print, online, broadcast, radio and social media monitoring features in its platform and capability to separate coverage type in platform
- Proposer to provide preview text and link to each story/article for all media coverage in the platform
- Proposer to provide customized monitoring lists when requested by the account user
- Proposer to provide campaign-specific and individual story tagging features with a search function for organizing media coverage
- Proposer to have customer service and/or client support to add missing media coverage in their platform in a timely manner when requested by account user

B. Media Contact Database

- Proposer to have robust U.S. database of journalists that spans across various media platforms, including print, online, broadcast, radio and blogs
- Proposer to have database updated daily to display any journalist changes
- Proposer to provide access to media-specific editorial calendars
- Proposer to provide journalist profile data to include preferred contact methods, social media profile information (i.e. Twitter handle), influence ranking, topics of interest, recent written articles and tweets
- Proposer to provide media outlet/contact information including email address, phone number, etc. for all contacts in the database
- Proposer to provide customizable media contact list development options, in which lists can be saved and downloaded from the platform
- Proposer to have customer service and/or client support to add missing journalists as requested by account user

C. Reporting and Analytics

- Proposer to provide in real time estimated reach and publicity value for all monitored mediums (circulation, online impressions, click through rates, Nielsen estimate, audience reach, unique visitors per month and publicity value)
- Proposer to have integration with Google Analytics for UTM code tracking and web site referral metrics
- Proposer to provide in real time detailed analytics dashboard and/or options that allow for easy creation of reports, graphs, charts and maps to support media relations efforts for traditional, non-traditional and social media efforts

- Proposer to provide campaign-level reporting options that includes metrics for media materials distribution, news coverage, reach, publicity value, etc. related to specific topics segmented by the user
- Proposer to have customizable reports that can be saved and downloaded from the platform in multiple formats (PDF, excel, email, etc.)
- Proposer to provide automatic sentiment analysis (positive, neutral and negative coverage) for all reported media coverage and option for user to update sentiment as needed
- Proposer to have ad-hoc search archive options for previous media coverage and be able to store all media coverage and corresponding data and metrics once received in the platform as long as user account is active and can be exported
- Proposer to have customizable email alerts available for all account users that provide coverage updates on all mediums monitored in the platform

D. Media Materials Distribution

- Proposer to have media materials distribution function that includes customizable news releases and analytics for media materials sent to journalists at no extra charge
- Proposer to provide press release template options with ability to prepopulate an individual receiver's contact information or group distribution
- Proposer to have newswire press release distribution options included in the platform
- Proposer to provide measurement options for media materials distribution efforts including open rate, click rate, bounce rate and read receipts that is stored as long as the user account is active and can be exported
- Proposer to include Google Analytics UTM code tracking in media materials distribution section for website referral metrics and analysis
- Proposer to have integration with media contact base lists for media materials distribution efforts

PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8-1/2" x 11" paper and should describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent.

The respondent shall submit one (1) signed hardcopy original, three (3) hard copies and one (1) electronic copy (USB Flash Drive) of the proposal clearly marked with the contents and RFP number on the outside. The proposal shall not exceed 25 double sided pages.

The page count shall not include:

- Cover Letter (two page maximum)
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).
- Company brochure (not more than one item), which shall be part of the Appendix.
- Required certificates and forms

Each technical proposal shall include the following information:

LETTER OF TRANSMITTAL

The letter of transmittal must contain the following statements and information:

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract.

TAB 1: QUALIFICATIONS AND EXPERIENCE

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.
- Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.
- Demonstrate the firm's knowledge and understanding of the Service required by DCTA as indicated in the Scope of Work.
- Please list any special certifications by firm and/or key employees

TAB 2: PROJECT APPROACH

This section should include a detailed summary of the approach to be undertaken for development of this effort and individuals responsible for the deliverables. It must be based on the project understanding and Scope of Services but provide additional detail on the process to be used in delivering these services. The responsibilities of any sub-contractors, if any, should be clearly noted.

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firms understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assignments.
- Support availability (days of week and time).
- Steps for resolving problem escalation.
- Response time and goal for resolving problems.
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.
- Describe the ongoing training and support provided.
- Describe the data privacy and ownership of information provided by DCTA.
- Provide a detailed description of application security and connection.
- Provide a test/demo site, if available.
- Provide at least one concurrent user with multiple log-ins.
- Provide sample comprehensive report of DCTA coverage for the months of November and December 2019 in all available report forms.
- Provide detailed overview of reporting and analytics features.
- Provide detailed media materials distribution information.
- Provide media contact list builder options.
- Provide number of clients using platform.
- Provide number of print, online, radio, broadcast and social media outlets monitor.
- Provide print, broadcast and radio clip purchasing options/packages information.
- Provide ad-hoc search archive options for all mediums monitored.

TAB 3: REFERENCES

Provide name, title, address, and telephone number of three references for clients, whom similar services have been provided in the last 36 months, including information referencing the actual services performed and length of tenure. At least one of the references provided must be in the public sector.

TAB 4: PRICING

The proposed pricing shall include all costs necessary to fully complete the project. DCTA may require firms to provide services after hours and on weekends depending on system needs. It is the intention of the contract documents to include and require from all proposers, the following pricing information:

- Software
- Installation and data integration
- Maintenance and ongoing support
- Training

TAB 5: ATTACHMENTS

Include company brochure, copies of referenced certifications, acknowledgement of any Addenda issued, certifications and required forms, and any other attachments or acknowledgement required as part of this submittal.

TAB 6: APPENDIX

The following documents/forms will be completed by the Offeror and must be submitted with the Technical Proposal:

- Exhibit A Business Questionnaire
- Exhibit B Prohibition of Contracts with Companies that Boycott Israel
- Exhibit C Form CIQ Conflict of Interest Questionnaire
- Exhibit D Non-Collusion Affidavit

Each Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the Denton County Transportation Authority to evaluate the capabilities of the Proposer and its approach to providing the specified services. Best Value will be the base for the evaluation. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 25-page limit and other requirements described shall be enforced. Discussion of the firm's past experience, which is not related to the specified services, should not be included. The response shall specifically address the issues raised, and provide the information requested.

It is the responsibility of the proposer to examine the entire RFP package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

Proposers may not contact members of the Authority's Board of Directors concerning this procurement. Any proposer violating this provision may be disqualified from consideration in this procurement.

DCTA will not respond to oral requests. Any request for a change to any part of this document must be fully supported with technical data, or other pertinent information evidencing that the exception will result in a condition equal to or better than the required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by DCTA in the form of an addendum. Only written responses (including e-mail and/or e-mail attachments) provided as addenda shall be official and all other forms of communication with any officer, employee or agent of DCTA shall not be binding on DCTA.

EVALUATION AND SELECTION

1. GENERAL RESPONSIVENESS

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the Request for Proposal, and DCTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. Proposals which do not comply with all the terms and conditions of this solicitation may be rejected as nonresponsive. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meet the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

2. EVALUATION OF PROPOSAL

Proposals will be reviewed for compliance with the requirements of the RFP. Those proposals which are deemed incomplete will be rejected. Proposals will also be scored on the clarity and completeness.

A committee of DCTA staff will evaluate the responses and will make a recommendation for awards based on the best value to the agency. Evaluation will be based on the following criteria, as:

SCORING CRITERIA	WEIGHT
Qualifications and Experience Experience of the firm in the last 36 months in performing services in similar size and scope. Demonstration of the firm's knowledge and understanding of the services required by DCTA including: <ul style="list-style-type: none">- News Coverage & Media Monitoring- Media Contract Database- Reporting and Analytics- Media Release/Pitch Distribution	40
Project Approach <ul style="list-style-type: none">- Detailed summary of approach which must be based on project understanding and Scope of Services- Includes required samples and information	30
References <ul style="list-style-type: none">- Three references for clients whom similar services have been provided in the last 36 months- At least one (1) must be a Public Sector client	15
Pricing <ul style="list-style-type: none">- Includes all costs necessary to fully complete the project	15
Total	100
Required Forms and Certifications All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.	Pass/Fail

3. TECHNICAL EVALUATION

Following evaluation and scoring of the technical proposals submitted, DCTA will identify those firms technically qualified to perform the work. If DCTA determines that a Proposal is not technically sufficient or a Proposer is not technically qualified, that Proposal will not be evaluated further.

4. INTERVIEWS

The evaluation committee will determine whether acceptance of the most favorable initial proposals without discussion is appropriate, or whether interviews and/or discussions should be conducted. Interviews may be conducted by phone or webinar.

5. BEST AND FINAL OFFER

DCTA reserves the right to request a best and final offer from all or select proposers.

6. CONTRACT AWARD

DCTA intends to select multiple firms and reserves the right to award multiple task order contracts. Awards will be made to the responsible firms whose proposal are most advantageous to DCTA. Accordingly, DCTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of DCTA.

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

The DCTA reserves the right to cancel this RFP or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

2. EVALUATION AND AWARD OF CONTRACT

The Owner reserves the right to reject any and all proposals, to waive any and all informalities except for the time of submission of the Proposal and to negotiate contract terms with the Successful Proposer. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Proposals. Also, the Owner reserves the right to reject the Proposal of any Proposer if the Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, the owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Proposal form or prior to the Notice of Award.

Because offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any proposer or offeror about any statement in its proposal that DCTA finds ambiguous.

The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner:

The Owner may consider its past experience with the Proposer and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and the Owner reserves the right to reject any and all proposals from persons or organizations with whom the Owner has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial stability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the DCTA. DCTA may award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple proposers.

3. ADDENDUM

The contents of all addendums sent to proposer are to be incorporated in the RFP documents and will become part of the contract documents.

4. PROOF OF INSURABILITY

Proposer must submit proof of insurability with their proposal. Proof of insurability can be in the form of a letter from the Proposer's insurance provider stating the provider's commitment to insure the Proposer for the types of coverages and levels of coverages specified in this RFP.

5. CONFIDENTIALITY

It is in the public interest for the DCTA to receive as many proposals as possible. The DCTA acknowledges the possible confidential nature of any aspect of the proposal including the cost or price information requested by the Request for Proposals, and the DCTA obliges itself in good faith not to disclose any page of the proposal containing information which the Proposer clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

6. TAXES

DCTA is tax exempt and shall furnish the successful proposer with the necessary tax exemption certificate.

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

PROPOSER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE PROPOSER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE PROPOSER.

PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY

OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A PROPOSER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE PROPOSER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, PROPOSER SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY PROPOSER ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this proposal, proposer acknowledges proposer has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

DCTA shall pay the PROPOSER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice.

Proposer's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable
PO Box 96
Lewisville, TX 75067
Or email to accountspayable@dcta.net

9. ASSIGNMENT

The successful proposer shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

10. VENUE

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties, that successful proposer, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful proposer pursuant to this contract shall be in the capacity of an independent proposer, and not as an agent or employee of DCTA. Successful proposer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.

- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

14. ADMINISTRATIVE REMEDIES

Denton County Transportation Authority reserves the right to accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a proposal in response to this solicitation, the Proposer agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents, Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Proposer believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

16. CONTRACT

The successful Proposer may be required to execute a contract prepared and approved by DCTA General Counsel.

17. PROHIBITION OF BOYCOTT ISREAL

Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

DCTA is prohibited from entering into a contract with a company that does business with Iran, Sudan, or a foreign terrorist organization.

19. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

20. ASSIGNMENT OF PERSONNEL

Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

21. EMPLOYMENT OF PERSONNEL

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

22. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would 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.

23. USE OF SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

24. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

25. INSPECTION OF WORK

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

26. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

27. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

28. OWNERSHIP OF DOCUMENTS

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

29. MAINTENANCE OF RECORDS

Proposer must maintain records to show actual time involved in performance of the Work.

30. CHANGES BY CONTRACTOR

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Procurement Manager immediately in writing.

31. WRITTEN ACCEPTANCE BY DCTA

Any proposals by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

32. CHANGE ORDERS / CONTRACT MODIFICATIONS

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Procurement Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Procurement Manager shall also make an equitable adjustment in the Contractor's compensation.

33. WHOLE AGREEMENTS

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

34. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

35. TITLES AND HEADINGS FOR CONVENIENCE ONLY

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

36. COMPENSATION

The proposer shall be compensated for work in performance of the contract and per the agreed upon fees. The proposer shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

37. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, sub contracts and sub-recipients.

38. RETAINAGE

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

39. MINORITY OWNED FINANCIAL INSTITUTIONS

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at <http://www.federalreserve.gov/Releases/mob/current/default.htm>

40. NON-DISCRIMINATION

The contractor, sub-recipient 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 CFR 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:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future solicitations as non-responsible

41. GRATUITIES

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

42. FUNDING

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

43. FEDERAL FUNDS

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. If federal dollars will be utilized under this contract, Proposers must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

44. PROCUREMENT OF RECOVERED MATERIALS

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

45. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS

Proposers performing work on DCTA's behalf shall provide the DCTA a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Proposers shall provide DCTA evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the proposer's policy. Work shall not commence until insurance has been approved by DCTA.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A- or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. DCTA reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000
- Fire Damage \$100,000
- Medical Expense \$5,000

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit \$1,000,000

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

to include:

each accident

Disease Policy Limits

Disease each employee

Statutory Limits per occurrence

- Each accident \$1,000,000
- Disease Policy Limits \$1,000,000
- Disease each employee \$1,000,000

PROFESSIONAL LIABILITY (MAY NOT BE APPLICABLE)

- \$1,000,000 per claim
- \$1,000,000 per aggregate

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name DCTA, its directors and employees as additional insured regarding Proposer's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability shall be endorsed to provide a waiver of subrogation in favor of DCTA, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to DCTA. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

NO COMMENCEMENT WITHOUT COVERAGE:

The Proposer shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. Proposer shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Proposer hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY PROPOSER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Proposer's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Proposer and any subcontractors must be issued reflecting DCTA as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

The Proposer and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Proposer shall notify DCTA immediately and unless

otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

1. Name of Contractor ("Business", herein)	
2. Doing Business As (other business name if applicable)	
3. Federal Tax ID Number	
4. Business Mailing Address (include City/State/Zip Code)	
5. Business Email Address	
6. Business Telephone	Business Fax Number
7. Business Type	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	
8. Number of Years in Business	
9. Annual Gross Revenue for the past three years (M = Millions)	
<input type="checkbox"/> \$1M or Less <input type="checkbox"/> \$1M-\$5M <input type="checkbox"/> \$5M-\$10M <input type="checkbox"/> \$10M-\$16M <input type="checkbox"/> \$16M+	
10. Number of Employees	
<input type="checkbox"/> 100 or Less <input type="checkbox"/> 101-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> 751-1,000 <input type="checkbox"/> 1,001+	
11. Is Business a DBE Firm?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Is Business Owned by Minority Ethnicity?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Ethnic Group	
<input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> White/Caucasian	
14. Woman Owned?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Veteran Owned	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Type of Work Performed	
<input type="checkbox"/> Construction <input type="checkbox"/> Wholesale/Distributor <input type="checkbox"/> Manufacturing <input type="checkbox"/> Professional Service <input type="checkbox"/> Retail <input type="checkbox"/> General/Technical Service	
17. Has the Business, or any officer or partner thereof, failed to complete a contract?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
18. Is any litigation pending against the Business?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
19. Has the Business ever been declared "Not Responsible"	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
21. Has the Business ever been a defaulter, as principal, surety or otherwise?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Has the government or 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?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
23. Is the Business in arrears upon a contract or debt?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?

☐ Yes ☐ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?

☐ Yes ☐ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA 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 DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name _____

Title _____

Signature of Owner _____

Date _____

Email Address _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, _____ (Name of certifying official), the _____ (title or position of certifying official) of _____ (name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

Signature of Certifying Official

Title:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

NON-COLLUSION AFFIDAVIT

This affidavit must be completed and submitted with the bid/proposal

The authorized representative for bidder/proposer, _____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Authorized Company Representative

Name and Title of Authorized Company Representative

Date

Subscribed and sworn to before me on _____ (Date)

(Notary Seal)

Signature Notary Public

Question and Answers for Bid #20-04 - Public Relations Software Services

Overall Bid Questions

There are no questions associated with this bid.



CISION®



Denton County Transportation Authority

Solicitation 20-04 - Public Relations Software Services

Due: February 5, 2020 at 3:00 pm CST

Submitted by:

Jordan Maggio

Account Executive

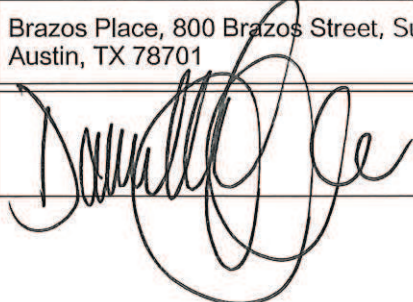
o 312.873.6378

e Jordan.Maggio@cision.com

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**SOLICITATION OVERVIEW AND ENDORSEMENT**

SOLICITATION No./TYPE	20-04 Request for Proposals		
TITLE	Public Relations Software Services		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	
QUESTIONS DUE	January 23, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	January 28, 2020 by 5:00 pm CST
DUE DATE/TIME	February 5, 2020 at 3:00 pm CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Christa Christian, CPPB procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-04 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	<p>It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net</p>		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	DBE goal %	
DAVIS-BACON AND COPELAND ANTI-KICKBACK	<p>The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).</p>		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Wage Rate	
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME	Cision US Inc.		
CONTACT NAME	Jordan Maggio	TITLE	Account Executive
TELEPHONE	312-873-6378	EMAIL	jordan.maggio@cision.com
ADDRESS	Brazos Place, 800 Brazos Street, Suite #340 Austin, TX 78701		
SIGNATURE	 Danielle Caruso, Manager, Client Development		DATE January 31, 2020

Transmittal Letter

Christa Christian
Senior Procurement Specialist
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, TX 75057

Dear Ms. Christian,

Thank you for the opportunity to respond to the Denton County Transportation Authority (DCTA) - Solicitation 20-04 - Public Relations Software Services. We know you are looking at a range of competent suppliers for this initiative and we would like to sincerely thank you for including Cision in the process. Based on our understanding of the services to be performed, we believe Cision is uniquely positioned to serve as your single source provider for communications and public relations services, in a highly customizable solution set to suit your specific needs. We have been the leader in influencer identification, traditional and social media monitoring, media analytics and intelligence, curated alerts and briefings, and press release distribution for decades, and are the one true leader in sophisticated distribution and multicultural services on a global basis.

Cision enables organizations throughout the world to engage with all its key audiences by combining the world's largest multi-channel content distribution and optimization network with comprehensive workflow platforms, ranging in size and scope for the services performed. Cision's client roster includes 92 of the top 100 brands in the world, 96 of the Top 100 agencies in the world, and over 75,000 enterprise, mid-market, and small business in over 120 countries, and large corporations such as Monster, Marriott, Thomson Reuters, Honeywell, IBM, SAP, Delta Airlines, Boeing, Northrop Grumman and Raytheon to name a few.

The proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract. Jordan Maggio, Account Executive, will act as your primary contact throughout the evaluation and contract stage and is happy to assist in any way possible. Jordan Maggio can be reached by phone at 312.873.6378 or via email at Jordan.Maggio@cision.com.

Best Regards,

Kevin Akeroyd
Chief Executive Officer



TAB 1: QUALIFICATIONS AND EXPERIENCE

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.

Cision is the leading global provider of earned media software and services to public relations and marketing communications professionals. The Cision Communications Cloud allows users to identify key influencers, craft and distribute strategic content, and measure meaningful impact.

Cision is a comprehensive monitoring provider, aggregating content across all media avenues- online, print, TV, radio and social media. We combine content from some of the best third-party providers such as LexisNexis and TVEyes, with news that we monitor in house. We track roughly 20,000 global print/licensed content sources through our partnership with LexisNexis, 4.7 million news websites & blog from 193 countries covering 90 languages, social content from sources like Twitter, and TV and radio coverage from all 210 markets and national programming in the United States.

We also track all content that is syndicated from the Associated Press, ensuring your team has insight on all the publications your news content has reached from the AP.

Headquartered in Chicago, Cision serves more than 75,000 customers in 170 countries and 40 languages worldwide. Cision has over 4,800 employees with offices in 22 countries throughout the Americas, EMEA and APAC. Cision provides each account with an Account Executive backed up by local support teams across N. America, EMEA, Asia and beyond. Our teams work in your language and know your market.

- Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.

Cision has extensive experience supporting several of the largest companies, organizations, and universities in the world. What we have found is that there are lessons that can be learned from each client to make the overall experience better for clients in the future. With that in mind, we dedicate a full team to making sure we understand your team's goals and KPIs throughout the year and then have a multifaceted team with specialized jobs making sure we execute on those goals through quarterly calls (or other timing depending on the client's preference).

You will have an Account Executive, Jordan Maggio, who is experienced with teams of your prestige, size, and complexity. Jordan has also worked with the DCTA for a year as an extension of your team. We recognize that each client has their own internal goals. Jordan Maggio, your Account Executive is charge of making sure Cision understands your personal and institutional goals and through regularly scheduled calls making sure that we stay in alignment with those goals.

You will also have access to our support team that is available 24 hours a day, 5 days a week.

- Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.

In TAB 3 References, you will see we work will organizing like your size, scope and in the public sector.



- **Demonstrate the firm's knowledge and understanding of the Service required by DCTA as indicated in the Scope of Work.**

Measuring Brand & Impact:

Not all mentions are created equal, so while it's valuable to understand total number of clips and potential reach, it's important to understand if the publications talking about DCTA hit your target demographic, geography, or industry audience. Looking at the articles and measuring if your audience is engaging with them (sharing them onto social media or visiting your website after reading) gives you a data-driven take on awareness. If you just stop at mentions, you aren't getting the full picture.

Cision also recommends evaluating featured mentions, key messages, and campaigns and benchmarking them against the previous mentions, your outreach, previous campaigns, or other similar transportation sector/services that you might want to emulate. It's worth looking at this over time, rather than just in a snapshot, because the trendline can show if you're gaining, losing, or plateauing, and the impact of specific programs that you run. To make digital measurement meaningful, we recommend breaking it down into the right components. You'll want to understand how many website visitors you're driving, if the links you're creating are of value, and if your content is driving readers to act on your site. Website traffic, SEO impact, and goal conversions are a way to break those objectives down for digital impact metrics.

- **Please list any special certifications by firm and/or key employees**

N/A



TAB 2: PROJECT APPROACH

4. SCOPE OF SERVICES

The Denton County Transportation Authority is looking for a comprehensive public relations software solution to assist the agency's Marketing and Communications department with the following objectives.

- **Manage and enhance its public relations efforts for monitoring traditional, non-traditional and social media**

Cision provides a solution for our client to manage, enhance, and show its public relations efforts for monitoring traditional, non-traditional and social media. The Cision Communications Cloud delivers the world's most complete monitoring across all media types, personalized media and influencer engagement at scale, agile and insightful analytics, and full funnel measurement. With your objectives including an increase in strategic communication, media analysis and quantifying impact of media efforts, the Cision Communications Cloud is a perfect fit.

- **Identify key media contacts and influencers at the national, regional and local levels, as well as within the public transportation industry**

Cision database search will provide client the ability to identify key media contacts and influencers at the national, regional, and local levels, as well as within the public transportation industry. We offer the largest, most robust database with more than 1.4 M professional media profiles, outlets and opportunities.

- **Provide management of media contact lists with secure storage and exporting options**

Cision database provides users with the ability to make unlimited media contact lists and provide secure and unlimited storage in the platform. We offer the capability of exporting of contacts/outlet lists to include all contact/outlet information.

- **Provide comprehensive and in-depth media coverage analytics that allow the agency to analyze a variety of media and ROI (return on investment) data and statistics**

With the Cision Monitoring Platform, you will be able to leverage flexible dashboards and visualization tools to demonstrate performance, analyze impact, and optimize strategy. Unlimited charts and dashboards are possible, with user level customization and sharing capabilities. Integration with Google or Adobe Analytics are also available to understand how earned media impacts web traffic and revenue.

Cision provides comprehensive and in-depth media coverage analytics that allows our clients to analyze

Cision Provides insights on an overall view or per article level of analysis. For article level of online content, we show you social shares, SEO impact, sentiment, (Including a breakdown of keywords leading to overall sentiment) readership, ad equivalency, article impact, Google Analytics (acquisition, behavior, & conversions,) & audience breakdown of publication.

For article level of print content, Sentiment, (Including a breakdown of keywords leading to overall sentiment) and for publication that provide us with metrics, readership, ad equivalency. For article level of broadcast, we show you sentiment, (Including a breakdown of keywords leading to overall sentiment) viewership (national audience, local audience) & cost per minute.



For an overall view, we offer total mentions, top stories, top outlets, key messages, campaigns, to name a few. All charts can be easily drilled into, and multiple paths exist to dial in on specific data subsets. Data can be displayed in line (typically to show a specific measure over time), bar (over time or share of), or pie format (typically share of such as mindshare charts).

The user can create and customize different dashboards, such as having a dashboard that only show specific campaign measures, or specific data needed for monthly analysis. In our curated reports, the output is tailored to each client's specific needs.

Data is downloadable in Excel format, and can be used to understand what articles and messaging are reaching different audiences. By measuring the social amplification of content, the web traffic it drives to your site, the sentiment, and the impact news has on your SEO score, you can use data to understand how DCTA is being perceived and engaged with.

Cision impact drives comms professionals further, as this shows beyond algorithm metrics, to show how many people read content on you, who those people are (demographic and firmographics, not provided by the outlet but on the actual readers) and if they are going back to your website/what they are interested in. We provide true ROI with this service.

- **Develop in-depth reporting for both overall media relations performance as well as specific queried data**

Cision provides in-depth reporting for overall media relations performances as well as specific queried data. More details into how this is performed in the above response.

- **Provide template media materials distribution (i.e. news releases, pitches, etc.), reporting and response management**

Cision email distribution allows for clients to use their media lists to pitch media contacts or outlets. We provide an email distribution tool and provide analytics, allowing easy follow up for media contacts that have engaged with your content or did not open email, this allows understanding of success with outreach.

This is sent from your email address but powered by Cision, any responses will go directly into your inbox. You can use our templates, or our team can upload your custom templates, send a preview to yourself, schedule email, add attachment to email, add tracking (google analytics), insert fields (outlet name, media contact name, etc.), and provide analytics.

We provide analytic metrics including open rate, bounce back rate, and click through rate/who was interested in what hyperlink you have inserted into distribution.

The agency has outlined specific annual goals for each department. The Marketing and Communications department has been tasked with reaching such goals as; increased brand mentions in various media outlets, accurate reporting of publicity values and broader reach amongst relevant media.



A. News Coverage & Media Monitoring

- **Proposer to monitor in real time print publications such as newspapers, magazines and trade/business publications and provide full-text coverage, outlet name, date published and section/page information for each monitored result at no extra charge**

Cision monitors for print in real time for publications such as newspapers, magazines, and trade/business publications and provides full-text coverage, outlet name, date published no extra charge. Lexus Nexus, our print provider does not supply section/page numbers as it is not applicable. Cision's services offer unlimited real-time alerts and daily digests with unlimited recipients.

- **Proposer to monitor in real time broadcast closed-caption text from national, cable and local stations in the U.S. and provide video snippets of coverage that can be edited, downloaded and shared**

Cision monitors for top tier U.S. radio stations via our provider TvEyes. For Broadcast, clips will be in the available in the platform for 28 days, if clip is archived it will be available to view in the platform for as long as subscribe to our services. You will have access to the video snippet after the 28 days.

- **Proposer to monitor in real time top-tier U.S. radio stations and provide mp3 or.wav file snippets of coverage that can be edited, downloaded and shared**

Cision monitors for top tier U.S. radio stations via our provider TvEyes. For radio, clips will be in the available in the platform for 28 days, if clip is archived it will be available to view in the platform for as long as subscribe to our services. You will be able to send hyperlink of archived clip to colleagues that do not have a Cision login, so they are able to view clip. We also work with our partner TvEyes, to offer unlimited download package through their platform for an annual cost. This option is included as an add on in the pricing overview.

- **Proposer to monitor in real time online news sources and social media platforms (including but not limited to, Facebook, Twitter and blogs)**

Cision provides real time online new monitoring, this includes Twitter and blogs. For Facebook, we will allow you to monitor and analyze your owned Facebook profiles. Analytics include post reach, engagement (likes, shares and click-throughs) and fan trends. You can export this.

- **Proposer to provide a minimum of five search agents/key words that will generate media articles/stories and user can utilize to search for media coverage in the platform**

Cision provides an unlimited amount of search agents/keywords that will generate media articles/stories and user can utilize to search for media coverage in the platform. Cision has a team of specialists that will work with DCTA to set up searches, or revise searches to ensure you are receiving coverage that is relevant and nothing is being missed.

- **Proposer to have all print, online, broadcast, radio and social media monitoring features in its platform and capability to separate coverage type in platform**

Cision provides a platform with print, online, broadcast, radio, and social media monitoring features in our platform and the capability to separate coverage by type in platform.



- **Proposer to provide preview text and link to each story/article for all media coverage in the platform**

Cision will provide text for all media coverage in platform. We will provide links for all online coverage. For broadcast, clips will be in the available to view in the platform for 28 days, if the clip is archived it will be available to view in the platform if you subscribe to our services. Once the clip is archived you do have capability to send a hyperlink of this to colleagues that do not have access to Cision. For print you will be able to view the article in the platform.

- **Proposer to provide customized monitoring lists when requested by the account user**

Cision can customized monitoring lists from requests given by account user.

- **Proposer to provide campaign-specific and individual story tagging features with a search function for organizing media coverage**

Cision provides the tagging features for campaign-specific and individual stories with search function for organizing media coverage. This campaign can also be analyzed individually with the dashboards/widget and can set up key messages within campaign mentions.

- **Proposer to have customer service and/or client support to add missing media coverage in their platform in a timely manner when requested by account user**

Cision allows clients to enter URL and automatically load missed media coverage. We also have a support team that is 24-5, that can assist to add coverage in a timely manner when requested by an account user, if in app chat they can instantly load this coverage when asked. If emailing support, the turnaround is typically 1-2 days.



B. Media Contact Database

- **Proposer to have robust U.S. database of journalists that spans across various media platforms, including print, online, broadcast, radio and blogs**

Cision provides access to our robust and comprehensive North American Influencer Database. With our database, you will receive access to over 850,000 media influencers and their contact information. These contacts are within North America, across all media types and industries including print, online, broadcast, radio and blogs. We have the most comprehensive influencer databases in the media intelligence industry. Influencers can be identified by topic and media type to location and language - each influencer has a comprehensive profile page including contact details, interests and content that they have produced (beyond the client's specific monitoring brief).

- **Proposer to have database updated daily to display any journalist changes**

Contacts are regularly updated at a minimum of 20K times / day by our research team. We use a tiered approach to data, ensuring that higher visibility contacts (such as those who work for outlets like New York Times, Associated Press, CNN, etc.) are updated on multiple occasions throughout the year. For smaller outlets, we strive to make updates at least once per year, but we often work with clients to address specific areas of need more frequently. Our research staff has several resources from which it collects data updates. Daily, the team monitors hundreds of media industry websites to capture the latest reported media changes and reflect them in our database.

We also monitor email bounce rates using the results gleaned from its products' distribution systems, as well as from internal marketing campaigns, to try to keep bounce rates acceptable for a database of this size.

Our research team is constantly on the phone or conversing via email with journalists and media outlets, and proactively collecting updates via the Internet. One such result of this direct communication is proprietary pitching tips found only in the Cision database.

Lastly, we crowdsource some updates from clients and the media alike via forms laid out on our company website and via our [changes@ inbox \(changes.us@cision.com\)](mailto:changes@inbox.changes.us@cision.com). Please note, any updates we find/receive via online searches, client notifications, etc. are always verified for accuracy by the research team.

- **Proposer to provide access to media-specific editorial calendars**

Cision provides access to media-specific editorial calendar provided by publications.

- **Proposer to provide journalist profile data to include preferred contact methods, social media profile information (i.e. Twitter handle), influence ranking, topics of interest, recent written articles and tweets**

Cision provides journalist profiles that includes preferred contact methods, background of media contact, social media profile information, Twitter stream, influence ranking, topics of interest, recent written articles and tweets.

- **Proposer to provide media outlet/contact information including email address, phone number, etc. for all contacts in the database**

Cision provides media outlet/contact information including email address, phone number, etc. for all contacts in database.



- **Proposer to provide customizable media contact list development options, in which lists can be saved and downloaded from the platform**

Cision allows clients to build custom media contact list which can be saved and downloaded from the platform.

- **Proposer to have customer service and/or client support to add missing journalists as requested by account user**

Cision has media research team that account user/client can reach out to add missing journalist or outlets that client is requesting. Our team will then reach out to media contacts/outlets to vet and get all their information and add to our database.



C. Reporting and Analytics

- **Proposer to provide in real time estimated reach and publicity value for all monitored mediums (circulation, online impressions, click through rates, Nielsen estimate, audience reach, unique visitors per month and publicity value)**

Cision provides real time estimated reach and ad equivalency for all mediums monitored. Other metrics include Nielsen Estimates (audience reach), audience reach, unique visitors per month, social shares, SEO impact.

- **Proposer to have integration with Google Analytics for UTM code tracking and web site referral metrics**

Cision provides Google Analytic for UTM code tracking and integration of GA for web site referral metrics.

- **Proposer to provide in real time detailed analytics dashboard and/or options that allow for easy creation of reports, graphs, charts and maps to support media relations efforts for traditional, non-traditional and social media efforts**

Cision provides real time detailed analytics dashboards and/or options that allow for easy creation of reports, graphs, charts, and maps to support media relations efforts for traditional, non-traditional and social media efforts.

- **Proposer to provide campaign-level reporting options that includes metrics for media materials distribution, news coverage, reach, publicity value, etc. related to specific topics segmented by the user**

Cision provides campaign-level reporting options that includes metrics for media materials including distribution, news coverage, reach, publicity value, etc. related to specific topics segmented by the user.

- **Proposer to have customizable reports that can be saved and downloaded from the platform in multiple formats (PDF, excel, email, etc.)**

Cision provides customizable reports to save and download from the platform in PDF, excel, email, etc.

- **Proposer to provide automatic sentiment analysis (positive, neutral and negative coverage) for all reported media coverage and option for user to update sentiment as needed**

Cision provides automatic sentiment analysis for all reported media coverage and the option for user to update sentiment as needed.

- **Proposer to have ad-hoc search archive options for previous media coverage and be able to store all media coverage and corresponding data and metrics once received in the platform as long as user account is active and can be exported**

Cision has capabilities for client to have ad-hoc searches archived for previous media coverage and stores media coverage and corresponding data and metrics once received in the platform if user account is active, and material can be exported. We also have an archive going back to 2014 that you have full access to and will load into coverage.

- **Proposer to have customizable email alerts available for all account users that provide coverage updates on all mediums monitored in the platform**

Cision has customizable email alerts available for all account users that provides coverage updates on all mediums monitored in the platform. These alerts also provide unlimited recipients.



D. Media Materials Distribution

- **Proposer to have media materials distribution function that includes customizable news releases and analytics for media materials sent to journalists at no extra charge**

Cision provides email distribution function for customizable news releases for media materials sent to journalists. These are unlimited and are not an additional cost. You will also be provided with analytics including open rate, click through rate, and bounce back rate.

- **Proposer to provide press release template options with ability to prepopulate an individual receiver's contact information or group distribution**

Cision provides press release templates or the capability to upload client's own template. Cision provides the ability to prepopulate an individual receiver's contact information or group distribution.

- **Proposer to have newswire press release distribution options included in the platform**

Cision provides press release distribution services options within platform. Customized proposals can be provided upon request. A recommended add on for this service is within the pricing pages.

- **Proposer to provide measurement options for media materials distribution efforts including open rate, click rate, bounce rate and read receipts that is stored as long as the user account is active and can be exported**

Cision provides email distribution analytic metrics including open rate/read rate, click through rate, and bounce rate, these analytics can be exported. These will be stored and exportable if the users account is active.

- **Proposer to include Google Analytics UTM code tracking in media materials distribution section for website referral metrics and analysis**

Cision provides integration of Google Analytics UTM code tracking for email distribution, this will reflect website referral metrics and analytics.

- **Proposer to have integration with media contact base lists for media materials distribution efforts**

Cision's media contact database/lists are integrated for media materials distribution efforts.



Additional Questions

- **Detail the firm's approach to meeting the scope of services defined herein**

Measuring Brand & Digital Impact: Not all mentions are created equal, so while it's valuable to understand total number of clips and potential reach, it's important to understand if the publications talking about DCTA hit your target demographic, geography, or industry audience. Looking at the articles and measuring if your audience is engaging with them (sharing them onto social media or visiting your website after reading) gives you a data-driven take on awareness. If you just stop at mentions, you aren't getting the full picture.

To make digital measurement meaningful, we recommend breaking it down into the right components. You'll want to understand how many website visitors you're driving, if the links you're creating are of value, and if your content is driving readers to act on your site. With a consultative approach we help our clients reach their goals and expand insights. We work as an extension of your team to provide our clients support and insights into what our other clients in their industry are having success with. At Cision, we truly want our relationships to be partnerships, we take our clients feedback, needs, and struggles into account to develop services and provide information to our clients with how to use information to adapt and grow.

- **Indicate in a narrative format the firms understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.**

As you already are a client of ours, the timeline to get your team up and running is minimal, we will review your current keywords to see if we are needing to update these. We will review campaigns for the year so we can work strategically together to develop dashboards around them.

You will have two primary customer service resources at your disposal. The first is your dedicated Account Manager, who is assigned to your specific account for contract or account questions. You will also have access to a 24/5 in-app Chat Team based in Austin, TX for support after hours or in the event you need assistance in less than 5 minutes. The Chat Team will handle tasks such as search-term optimization/adjustments, understanding your organizational objectives to thoughtfully set up your analytic dashboards, configure news template settings, etc. Specific to your Account Manager, Jordan Maggio- she will know the nuances of your business and will be an invaluable resource for the needs and scenarios. Your account manager will schedule calls with you quarterly to ensure needs are being met as well as reviewing campaigns together and suggestions of how to use/present metrics. (If meeting times do not work for DCTA, or you are needing more support at times, we can schedule meetings more frequently)

- **Support availability (days of week and time).**

By chat in platform 24 hours a day, 5 days a week, and by phone and email.

- **Steps for resolving problem escalation.**

Because of the size of our business and the number of clients we have, we have several escalation processes in place. These are handled on a case by case basis, as not one client is the same nor is their problem. If it is a simple technical or missed clip problem, we will have our support team investigate and if not resolved within the day, will provide a timeline for this to be completed. If this is a larger problem we are experiencing, we are going to be in constant communication with updates and expected timelines. We will help assist with anything we can to provide you the information you are needing in a timely manner.



- **Response time and goal for resolving problems.**

Cision's in platform chat provides a response to chat within 5 minutes, small requests such as adding clips or help with a search can be fixed within the day, if it a problem with one of our providers it is passed to our development team, and the timeline can be longer. We keep in constant communication with our clients to provide updates and expected timelines. As noted above we have several processes in place for the different problems any clients may face.

- **Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.**

We have had a partnership with DCTA since 2015, we value our partnership and would like to continue to be able to work and to grow with DCTA. We have gone through multiple acquisitions in 2019 alone to provide a best in class solution for our clients. We have the largest and most robust database as well as a world class monitoring suite and are the only vendors in the industry to truly be able to have an all in one solution for outreach, monitoring, and distribution. We offer leading industry technology such as Cision impact to allow our clients to truly see how many people read content on them and who those individuals are. We approach our client relationships as partnerships, as our client's success is our success. You have a dedicated account manager who knows the in and outs of your business and is an extension of your team. How we will help your team is by showing you the information; mentions on DCTA, which media contacts/publications are writing about you, whose viewing content on you, and then consulting you on what to do next with that information to get to the end goal of increasing mentions and working with publications that matter.

- **Describe the ongoing training and support provided.**

Cision will provide an Account Executive, Jordan Maggio, who will continue to be a dedicated extension of your team, to ensure all users are comfortable with the Cision system and help make sure that all members of the DCTA team are maximizing usage and utilizing all features to their fullest potential. Jordan is available for strategy calls, questions, etc.

Initial training is provided, as well as an implementation period during which the Account Executive would work closely and carefully with the DCTA users to set up monitoring keywords in a way that is most accurate and efficient for tracking coverage. Beyond the initial set up, these training and customization resources are still available upon request.

- **Describe the data privacy and ownership of information provided by DCTA.**

Please see existing MSA for data privacy and ownership of information provided by DCTA.

- **Provide a detailed description of application security and connection.**

The following Security Statement is aimed at providing you with more information about our security infrastructure and practices: <https://www.cision.com/us/legal/security-statement/>. The following privacy policy contains more information on how we handle data that we collect: <https://www.cision.com/us/legal/privacy-policy/>

- **Provide a test/demo site, if available.**

This is unavailable, you do have access to your current platform until your contract end in May. Jordan Maggio your account executive would be happy to review this with you also.



• **Provide at least one concurrent user with multiple log-ins.**

The current agreement in place provides 1 user to use the system, the new agreement will provide 3 concurrent named users.

• **Provide sample comprehensive report of DCTA coverage for the months of November and December 2019 in all available report forms.**

This is provided in TAB 5: ATTACHMENTS and in USB.

• **Provide detailed overview of reporting and analytics features.**

Cision's filtering capabilities are best in class. We can help determine the prominence of your news stories by showing stories that meet specific criteria in any combination - such as some of the criteria mentioned below:

Media type - online news, blog, etc.

- Exclusive mention
- Headline mention
- Publications of a certain size or target list
- Frequent mention
- Key message or spokesperson
- SEO Impact
- Share of Voice
- Social Amplification
- Top Publishers by Impact
- Highest Readership
- Sentiment

Cision Impact provides you with additional reports that allow you to attribute real value to your earned media coverage and gain access to unprecedented insights that give a new meaning to earned media. Through our tracking technology, we can identify the demographics of the audiences viewing your earned media content.

From there, you can tie that information back to who acted within that content and what traffic it drove back to your website. Additionally, you can track if there were completions of the website from there, such as newsletter signups, page views, and more. This provides real metrics and true ROI.



• **Provide detailed media materials distribution information.**

Cision provides an unlimited email distribution. This allows you to send your email distributions through our platform but from your email address, the responses will also go to your email inbox. This provides analytics of open rate, click through rate, and bounce backs. Allowing you the knowledge of who read your email, and what were they interested in. We also provide wire releases distribution through PRNewswire (A Cision Company). For more than 60 years, PRNewswire has helped public relations, marketing, corporate communications and investors relations achieve their communication goal-from building awareness with new audiences and gaining media pickup. We have a proven reputation, with the most trust and creditability with the media. We target your content and deliver it to journalist that fit your message. Coverage in the media drives visibility and credibility for your news. The click through on press releases is shown to be 283% higher than the average click-throughs on organic search results. We have many different types of releases. The recommended package I have provided as an add on service, would provide you to use a local or state release. This provides distribution to 4,500 National Websites, National Trade, TV Stations in State or Local Option Chosen, Radio Stations in State or Local Option Chosen, Newspapers in State or Local Option Chosen, 39,000+ PRNewswire for Journalist (Exclusive opt in member only community) and PRNewswire.com.

• **Provide media contact list builder options.**

Cision provides you with the capability to build a media contact or outlet list. To list of few of the search options, you can search by the person or outlet names, location, subject, or find media contacts who have wrote about you, your industries etc. You can build an unlimited amount of contact lists in the platform to store for as long as you are a client. You can export the lists if you are wanting to email media contacts using your own email rather than email distribution. We will also recommend contacts to you, based on existing contacts in media list.

• **Provide number of clients using platform.**

75,000+ Clients.

• **Provide number of print, online, radio, broadcast and social media outlets monitor.**

- Online: 400,000K+, 2 Million+ blog/forums
- Broadcast: 210+ US Stations
- Radio: 70+ Top US Stations
- Print: 17K Print Publications, 6K Business Magazines & Trade Publications, 100+ Top US Newspapers
- Social: 200 Million+ Social Conversations Daily (Twitter)

• **Provide print, broadcast and radio clip purchasing options/packages information.**

Cision provides the capability to archive broadcast or radio clips into the platform and share URL link with any colleague that does not have a Cision login. We also provide broadcast and radio clip purchasing options/packages through our provider TvEyes. This would be an annual subscription with them that allows you to download a clip within 28 days. This would be unlimited and would require separate login to their platform. For print our provider Lexus Nexus does not allow for a clip purchasing option, you can view the text article in the platform.

• **Provide ad-hoc search archive options for all mediums monitored.**

Cision will provide ad-hoc archive options for all online, print, broadcast & radio. This archive will go back to 2014. For Twitter, the archive will go back 1 year, for Facebook will go back to month time frame due to API restrictions.



TAB 3: REFERENCES

Texas Department of Transportation

Mark Cross
512-475-0942
mark.cross@txdot.gov

Orange County Transportation Authority

Megan Abba
714-560-5671
mabba@octa.net

Visit Seattle

Addie Davis
206.461.5805
amdavis@visitseattle.org

TAB 4: PRICING

Cision Communications Cloud Next Gen

Access to platform and customer support for three (3) named users

Cision Monitoring

- Coverage in 190+ countries, 96 languages, and sentiment in 21 languages
- Print & licensed content via LexisNexis with access to over 20,000 paywall, trade & print publications
- Broadcast Monitoring coverage from local and regional to national and international TV and radio sources via TvEyes
- Unlimited clips/mentions from 7+ million global online media sources
- Unlimited tailorable searches, interactive dashboards, and widgets
- Unlimited real-time alerts and daily digests with unlimited recipients
- Unlimited on-demand reports via interactive HTML, PDF, and Excel
- Historical data back to the start of 2014 for benchmarking
- Social engagement metrics on all online PR content
- Readership metrics via SimilarWeb and *SEO Impact* via Moz
- Customer support via platform integrated chat (24/5), phone, and email
- Google Analytics or Adobe Analytics integration with article specific and aggregate traffic data
- Image monitoring and tracking for comprehensive coverage across online media
- Customizable PR Newsletter shared to unlimited recipients

Cision North American Media Database

- Access to vetted media database of 400K+ media contacts, outlets and editorial opportunities
- Unlimited list building and Email Campaigns with email tracking
- Campaign Management to organize influencer outreach

Cision Impact

- Track validated audience reach for up to 1,000 articles per month
- Access demographic and firmographic audience data for earned media coverage

Social Intelligence Package

- Real-time social listening on Twitter for up to 20 Topics
- Up to 25,000 Mentions per month
- Powerful Boolean queries including geo and language filters
- Data exports for additional proprietary analysis
- Social profile analytics for Twitter, Instagram and Facebook for up to 10 Profiles
- Reach, audience and engagement analysis for both profiles and listening topics

Annual Price: \$25,000 / Year

*Cision's proposal shall remain valid for sixty (60) days from the date of submission.
Net 30 days from receipt of invoice. Payment in advance.*

TAB 4: PRICING

Cision Acknowledgements

Acceptance and Authorization

This response is being submitted by Cision Ltd. or a subsidiary of Cision Ltd. (Cision). Any contract that results from this proposal must be reviewed by our Legal team and signed and executed by an authorized employee of Cision.

Mutual Non-Disclosure

Confidential information exchanged and Cision's entire response to the Request for Proposal (RFP) is subject to the confidentiality terms agreed to in the existing MSA or NDA between the Parties. Content contained herein is considered confidential and proprietary and may not be shared with any person outside of the Customer's company without the expressed written consent of Cision.

Use of Cision's Proposal Ideas

Notwithstanding anything to the contrary within Cision's proposal, its responses and proposal, including all concepts, pricing documents, know how, etc., contained within them or arising out of them, are and shall remain solely the property of Cision, and proprietary and confidential information of Cision and the ideas presented within them may not be used except to the extent they are contained within Cision's products for which the Customer has purchased a license.

Valid Offer Period

Cision's proposal shall remain valid for sixty (60) days from the date of submission.

Forward Looking Statements

Cision's proposal is intended to outline general product direction. It is intended for informational purposes only and may not be incorporated into any contract. It is not a commitment to deliver any material, code or functionality. Features and functions described in this document will be released commercially only when and if they become available. The development, release and timing of the features or functionality of Cision's products remain the sole discretion of Cision.

Contract Terms and Conditions

All services provided by Cision shall be subject to Cision's terms and conditions, which are included with Cision's proposal. Any additional terms and conditions (except for pricing) under which the services will be provided, including, without limitation, any terms and conditions required by the Customer (including any Service Agreement attached to the Customer's RFP), shall be subject to negotiation of final agreements in form and substance satisfactory to both Customer and Cision. By responding to this RFP, Cision is not agreeing to any terms set forth in the RFP or Customer form of agreement.



TAB 5: ATTACHMENTS

Please see separate Zip folder with Cision supporting attachments.

Denton County
Transportation Authority

BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
Cision US Inc.

2. Doing Business As (other business name if applicable)
N/A

3. Federal Tax ID Number
36-4011543

4. Business Mailing Address (include City/State/Zip Code)
130 E. Randolph Street, 7th Floor
Chicago, IL 60601

5. Business Email Address
accountingus@cision.com

6. Business Telephone Business Fax Number
(312) 922.2400 (312) 922.3126

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
153

9. Annual Gross Revenue for the past three years (M = Millions)
☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+

10. Number of Employees
☐ 100 or Less ☐ 101-500 ☐ 501-750 ☐ 751-1,000 ☒ 1,001+

11. Is Business a DBE Firm?
☐ Yes ☒ No

12. Is Business Owned by Minority Ethnicity?
☐ Yes ☒ No

13. Ethnic Group
☐ Black American ☐ Asian Pacific American ☐ Other
☐ Hispanic American ☐ Subcontinent Asian American
☐ Native American ☐ White/Caucasian

14. Woman Owned?
☐ Yes ☒ No

15. Veteran Owned
☐ Yes ☒ No

16. Type of Work Performed
☐ Construction ☐ Wholesale/Distributor
☐ Manufacturing ☒ Professional Service
☐ Retail ☐ General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☒ Yes ☐ No

18. Is any litigation pending against the Business?
☒ Yes ☐ No

19. Has the Business ever been declared "Not Responsible"
☐ Yes ☒ No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐ Yes ☒ No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐ Yes ☒ No

22. Has the government or 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?
☐ Yes ☒ No

23. Is the Business in arrears upon a contract or debt?
☐ Yes ☒ No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐ Yes ☒ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐ Yes ☒ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

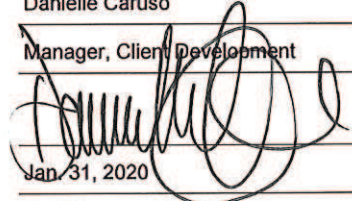
7 – In the ordinary course of business we may stop providing service due to breach by clients or mutual agreement. This is not typical but not material when it does occur.

#18 – We do not comment on litigation matters.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Canyon Valor Companies, Inc.

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA 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 DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name Danielle Caruso
Title Manager, Client Development
Signature of Owner 
Date Jan. 31, 2020
Email Address danielle.caruso@cision.com

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, Danielle Caruso (Name of certifying official), the Man., Client Dev. (title or position of certifying official) of Cision US Inc. (name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.



Signature of Certifying Official

Title: Danielle Caruso, Manager, Client Development

Date: January 31, 2020

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****OFFICE USE ONLY**

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

None

2 ☐ **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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Not Applicable

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

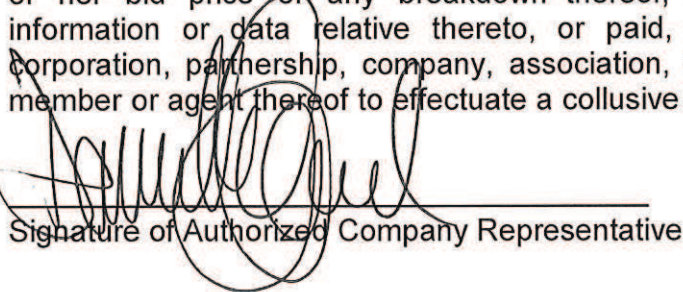
Signature of person doing business with the governmental entity

Date

NON-COLLUSION AFFIDAVIT

This affidavit must be completed and submitted with the bid/proposal

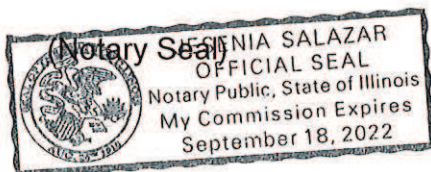
The authorized representative for bidder/proposer, Danielle Caruso, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


Signature of Authorized Company Representative

Danielle Caruso, Manager, Client Development
Name and Title of Authorized Company Representative

January 31, 2020
Date

Subscribed and sworn to before me on Feb. 3, 2020 (Date)




Signature Notary Public



DENTON COUNTY
TRANSPORTATION
AUTHORITY

January 27, 2020

ADDENDUM NO. 1

RFP 20-04

PUBLIC RELATIONS SOFTWARE

Changes:

1. No changes were made to the RFP.

Questions & Answers:

1. Numerous Q & A's

Addendum 1 Attachments:

Attachment #: Questions and Answers

Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Christa Christian, CPPB
Senior Procurement Specialist

Acknowledged by: _____

Firm/Representative

Date: _____

2/3/2020

RFP 20-04 Public Relations Software			Regular Item 6, Exhibit 3	
No	Date	Question	Response	Date
1	1/23/2020	What vendor are you leveraging now for all services?	Cision	1/24/2020
2	1/23/2020	Are you looking for an outsourced solution with human curated daily briefs or are you looking just for the platform to create and manage the daily briefs yourselves	For long-term media reports, we are looking for the platform to create and manage the briefs ourselves. For daily news digests, we would like for the platform to provide those automatically, provided DCTA assists with the initial set up. For real-time media updates, we would like for the platform to provide those automatically, provided DCTA assists with the initial set up.	1/24/2020
3	1/23/2020	Are online versions of print publications sufficient? Or do you need full print and if so, what is the distribution? i.e. how many people will be receiving the full text?	Physical print copies are not needed.	1/24/2020
4	1/23/2020	How many independent users will be logging into the system?	We will need at least three users under one license but would like the option to add more users or licenses in the event our team expands at no extra cost.	1/24/2020
5	1/22/2020	if a certain offering/service is featured on a platform with a different login, is this still within the qualifications of your needs?	We would prefer to have everything in one platform but would consider multiple platforms that meet our needs. We highly desire one platform for ease of use.	1/24/2020
6	1/22/2020	Does this proposal need to be sent in the mail? Does this also include the reporting requested? Additionally, if it cannot be sent via email, is it acceptable to have it postmarked by Feb 5th, or does it need to be in your hands by then?	This proposal cannot be submitted via email or fax. This proposal may be submitted via mail, in person or delivered by courier (FedEx, UPS, etc.). If you choose to use US mail or courier, be careful to allow for enough time. The package must arrive no later than Feb. 5, 2020, 3pm to DCTA. All submittals are time stamped when they arrive. Early arrivals are fine.	1/22/2020
7	1/22/2020	what is the total contract value	It will be vital that the agency select a vendor with the best value that meets the outlined criteria for the stated budget to not exceed \$125,000 for the entire contract.	1/24/2020
8	1/22/2020	is there anything the team is hoping to potentially improve upon in a new contract?	We are looking to improve upon customization with reporting and stats available to include in reports and more customizations with campaign reporting. We would also like a user friendly upload system when it comes to distribution of press releases and more real-time media updates as well as more accurate coverage with fewer missed stories.	1/24/2020
9	1/22/2020	Is there a budget DCTA would like to make vendors aware of for this project?	It will be vital that the agency select a vendor with the best value that meets the outlined criteria for the stated budget to not exceed \$125,000 for the entire contract.	1/24/2020
10	1/22/2020	Due to the specific nature of the services being requested, we have a few key exceptions to the terms and conditions being presented. Is the DCTA open to utilizing vendors standard agreements that are much more applicable for the type of SaaS service being requested?	Any exceptions to the terms and conditions need to be coordinated and agreed upon by DCTA's procurement and legal consulting firm.	1/24/2020
11	1/22/2020	Can we forego a print copy of our submission for an electronically transmitted digital copy?	This proposal cannot be submitted via email or fax. This proposal may be submitted via mail, in person or delivered by courier (FedEx, UPS, etc.). If you choose to use US mail or courier, be careful to allow for enough time. The package must arrive no later than Feb. 5, 2020, 3pm to DCTA. All submittals are time stamped when they arrive. Early arrivals are fine.	1/24/2020
12	1/22/2020	Regarding the ability to "Provide template media materials distribution" is DCTA requesting the ability to save email templates inside of the platform?	We would like the ability within the software to utilize media distribution materials functionality. We would like to be able to write directly in the from and be able to upload a Word document that would automatically place the content in the desired template for the materials to be distributed.	1/24/2020
13	1/22/2020	Regarding the request for "full-text coverage," due to the nature of the media landscape it is impossible for any vendor to provide full text coverage of every single publication as this would be entirely cost prohibitive. Will a link to the full text satisfy this requirement?	A link will satisfy the requirement, although a preview of the content would be preferred that includes the keyword the coverage is pulled from. For print publications, full-text coverage would be needed.	1/24/2020
14	1/22/2020	For downloadable broadcast clips, how long does DCTA require the ability to store clips?	We would prefer to be able to download the clip during a 90 day period, but the coverage should stay in the software indefinitely.	1/24/2020
15	1/22/2020	In addition to the requested "five search agents/key words, does DCTA require the ability to run ad-hoc searches in real time as situations develop?	Yes.	1/24/2020
16	1/22/2020	Does DCTA require a mobile app?	No.	1/24/2020
17	1/22/2020	Does DCTA require access to a social media scheduling and publishing tool?	No.	1/24/2020
18	1/22/2020	Does DCTA require access to coverage prior to the start of this potential agreement? If so, how far back is required?	It would be preferable to be able to access coverage one year prior to the start of the agreement. However, DCTA is open to other options if one year is not feasible.	

19	1/22/2020	How many newswires does DCTA require on an annual basis?	DCTA would like the ability to utilize the newswire within the platform should the need arise to use it.	Regular Item 6, Exhibit 3
20	1/22/2020	•Regarding the requested sample coverage of DCTA, will DCTA be providing keywords for vendors to utilize to ensure an accurate comparison?	Here is a list of keywords you are available to use: (((DCTA w/15 (denton OR train OR transit OR trains OR bus OR rail OR "old town" OR "medpark" OR "ddtc" OR "hebron")) OR "Denton County Transportation Authority" OR "denton transit authority" OR "denton transportation authority" OR "Denton transit center" OR "Denton County transportation" OR "denton county's transit" OR "Downtown Denton Transit Center" OR (Denton w/15 ("train" OR "trains" OR "connect bus")) OR ((Denton OR DCTA) w/15 ("UNT shuttle" OR "NCTC shuttle")) OR "Collin County Transit" OR "Highland Village Connect Shuttle" OR "North Texas Xpress") AND NOT (Freight)) OR ((Denton w/15 Freight) AND ((DCTA w/15 (denton OR train OR trains OR bus OR rail OR "old town" OR "medpark" OR "ddtc" OR "hebron")) OR "Denton County Transportation Authority" OR "denton transit authority" OR "denton transportation authority" OR "Denton transit center" OR "Denton County transportation" OR "denton county's transit" OR "Downtown Denton Transit Center" OR (Denton w/15 ("train" OR "trains" OR "connect bus")) OR ((Denton OR DCTA) w/15 ("UNT shuttle" OR "NCTC shuttle")) OR "Collin County Transit" OR "Highland Village Connect Shuttle" OR "North Texas Xpress")))) AND NOT ("Union Pacific")	1/24/2020
21	1/22/2020	How many users require access to the platform? Do all users require concurrent access to the tool	We will need at least three users under one license but would like the option to add more users or licenses in the event our team expands at no extra cost. We would prefer the ability to use the platform concurrently, but are open to other options.	1/24/2020
22	1/22/2020	Is there a need to share clips with a wider audience outside of the designated users?	Yes, on occasion DCTA staff and board members will request broadcast coverage for internal use.	1/24/2020
23	1/22/2020	For Broadcast services (Radio and TV), clips will be in the available in the platform for 28 days, if clip is archived it will be available to view in the platform as long as you subscribe to our services. This is due to copy write. We also work with partner to offer download package through their platform for an additional cost. Is archiving the clip in the platform to view substantial, or Should i include the cost of that clip package in the proposal? This would be a separate platform and contract through our provider.	We would like for you to include both options as an add on to evaluate which option we would prefer.	1/24/2020
24	1/22/2020	For the ask of coverage reporting for November and December, is this just an excel format you are needing? Or will analytic charting also need to be provided? Can this be sent via email rather than in the mailed document? Some of the functions of the analytic charting will not work with printed copy.	No part of the proposal may be submitted via email. You should submit a digital copy of your proposal via USB with your paper copy. Paper copy can reference digital copy for all examples.	1/22/2020



Terms and Conditions

We look forward to working together towards a mutually agreeable set of terms and conditions. As such, we propose to utilize the existing terms and conditions already in place between Denton County Transportation Authority (DCTA) and Cision US Inc. (Cision), effective April 24, 2019, for this new engagement. Any additional terms and conditions (except for pricing) under which the services will be provided, including, without limitation, any terms and conditions required by DCTA (including the General Terms and Conditions enclosed in Solicitation 20-04), shall be subject to negotiation of final agreements in form and substance satisfactory to both DCTA and Cision. While we are not agreeing to the terms set forth in the RFP, we are open to working with DCTA to ensure both parties are satisfied.



November & December 2019

Campaign & Service Mentions

IN THIS NEWSLETTER

[Veterans Free Ride Promotion](#)

[view](#)

[UNT LYFT](#)

[view](#)

[Denton Holiday Lighting Festival](#)

[view](#)

Veterans Free Ride Promotion

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15 articles

Newsweek



[Veterans Day 2019 Travel Discounts: Deals for Museums, Parks, Zoos, Hotels, Resorts, Transport - Newsweek](#)

Published **Nov 11, 2019** by **Soo Kim**

On 11/11/19 at 5:36 AM EST Share U.S. Veterans day Veterans Military Us military veteransOn Veterans Day, venues around the country offer special discounts to honor all those who served the country as...

AVE
\$17,230

Readership
9,165,003

Sentiment
positive

Sessions
-

Social Amplification
177

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MSN



Veterans Day deals across North Texas in 2019

Published **Nov 10, 2019** by **WFAA Staff**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day, b...

AVE	Readership	Sentiment
\$140,616	74,796,008	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)

MommyTravels



Veteran's Day discounts for Military

Published **Nov 8, 2019** by **Meagan**

Veteran's Day is a great time to get a free meal because lots of restaurants offer freebies to active duty and retirees. Keep reading to find a Veteran's Day military discount near you! Veteran's Day ...

AVE	Readership	Sentiment
\$2	845	positive

Sessions	Social Amplification
-	24

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WFAA



Here's 50+ Veterans Day deals across North Texas

Published **Nov 10, 2019**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day,...

AVE	Readership	Sentiment
\$1,331	707,929	positive

Sessions	Social Amplification
-	0

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wwltv.com



Here's 50+ Veterans Day deals across North Texas

Published **Nov 10, 2019** by **WFAA Staff**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day, b...

AVE	Readership	Sentiment
\$854	454,181	positive

Sessions	Social Amplification
-	0

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10News WTSP



Here's 50+ Veterans Day deals across North Texas

Published **Nov 10, 2019** by **WFAA Staff**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day, b...

AVE	Readership	Sentiment
\$331	175,850	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)

starlocalmedia.com



Guest column: Make your voices heard on Nov. 5

Published **Nov 2, 2019** by **County Judge Andy Eads, Star Local Media Contributor**

A statewide election on Nov. 5 includes several amendments to the Texas Constitution. It is important to participate in this election to insure your voice is heard. The list of proposed amendments cov...

AVE	Readership	Sentiment
\$50	26,817	neutral
Sessions	Social Amplification	
-	3	

[View full article analysis](#)

13NEWSNOW.com



Here's 50+ Veterans Day deals across North Texas

Published **Nov 10, 2019** by **WFAA Staff**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day, b...

AVE	Readership	Sentiment
\$176	93,646	positive
Sessions	Social Amplification	
-	0	

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dentonrc.com



Andy Eads: Serving veterans important in Denton County | Columnists | dentonrc.com

Published **Nov 9, 2019** by **Andy Eads**

Thank you for reading! You have reached your limit of three free articles in a 30-day period. If you'd like to read on, please check out our day pass, weekly or annual pricing options. If you already ...

AVE	Readership	Sentiment
\$84	44,439	neutral

Sessions	Social Amplification
-	0

[View full article analysis](#)

KCENTV.com



Here's 50+ Veterans Day deals across North Texas

Published **Nov 10, 2019** by **WFAA Staff**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day, b...

AVE	Readership	Sentiment
\$49	26,291	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)

The Cross Timbers Gazette



Mitchell: Shop local, play local this holiday

Published **Dec 6, 2019**

Bobbie Mitchell, Denton County Commissioner, Pct. 3 As you begin to fill the wish lists of friends and family this season, please consider shopping at locally-owned businesses in Denton County. These ...

AVE	Readership	Sentiment
\$23	12,120	positive

Sessions	Social Amplification
----------	----------------------

- 0

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The Cross Timbers Gazette



Eads: Make your voices heard on Nov. 5

Published **Nov 1, 2019**

Denton County Judge and Flower Mound resident Andy Eads. (Photo by Helen's Photography) A statewide election on Nov. 5 includes several amendments to the Texas Constitution. It is important to partici...

AVE	Readership	Sentiment
\$17	9,184	neutral

Sessions	Social Amplification
-	0

[View full article analysis](#)

BibLeo News Network



50 Veterans Day deals across North Texas in 2019

Published **Nov 10, 2019**

Each year on Nov. 11, we specially honor the men and women who have served our country in the U.S. Armed Forces. The holiday began to honor the end of World War I when it was known as Armistice Day, b...

AVE	Readership	Sentiment
\$0	163	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)

Denton Record-Chronicle (Texas)



Serving veterans is important in Denton County

Published **Nov 10, 2019** by **Andy Eads**

With more than 45,000 veterans living in Denton County, providing the services they need is an important way we can repay all they have done on our behalf. Denton County has worked closely with the Un...

AVE	Readership	Sentiment
-	-	neutral

Sessions	Social Amplification
-	0

[View full article analysis](#)

KLIF-AM

[Radio clip from KLIF-AM - Nov 11, 2019](#)

Published **Nov 11, 2019** by **KLIF**

understand the sacrifices made by the military families free Dallas and Fort worth both honoring veterans with rain it's in dallas clayton never okay ly F youth the Denton County Transportation author...

AVE	Viewership	Sentiment
-	-	neutral

Sessions	Social Amplification
-	0

[View full article analysis](#)

UNT LYFT

[back to top](#)
8 articles

Thrillist



[9 Weekend Getaways to Escape Dallas for a Few Days](#)

Published **Nov 26, 2019** by **Hayden Bernstein**

With so many great things to do in Dallas on any given weekend, you might wonder why you'd ever want to leave. The simple answer is this: Road trips are undeniably fun, and a quality road trip playlis...

AVE	Readership	Sentiment
\$8,850	4,707,202	positive
Sessions	Social Amplification	
-	0	
View full article analysis		

The Cross Timbers Gazette



Suarez: DCTA honors longtime board chairman

Published **Nov 1, 2019**

Raymond Suarez, CEO, DCTA Last month, we honored longtime Board Chairman Charles Emery for his years of dedication and service to DCTA by renaming our Old Town station in the city of Lewisville "The C...

AVE	Readership	Sentiment
\$17	9,184	positive
Sessions	Social Amplification	
-	8	
View full article analysis		

Community Impact Newspaper



7 resources for seniors in Frisco

Published **Dec 6, 2019** by **Elizabeth Ucles**

The Osher Lifelong Learning Institute at UNT is a program for those age 50 and older, featuring courses, events and trips. (Courtesy Michael Clements/University of North Texas) 1. Frisco ISD Gold Card...

AVE	Readership	Sentiment
\$343	182,376	positive
Sessions	Social Amplification	
-	0	
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dentonrc.com



[Five years later: Denton's epic battle to ban fracking and keep local control | News | dentonrc.com](#)

Published **Nov 3, 2019** by **Drc/Jeff Woo**

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AVE	Readership	Sentiment
\$84	44,439	neutral

Sessions	Social Amplification
-	0

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dentonrc.com



[DCTA to end zone bus service next year | News | dentonrc.com](#)

Published **Dec 5, 2019** by **Peggy Heinkel-Wolfe**

LEWISVILLE — DCTA is pulling the plug on a ride-hailing pilot program after the board of directors agreed that ridership on the Denton Enterprise Airport Zone bus failed to meetThank you for reading! ...

AVE	Readership	Sentiment
\$72	38,226	neutral

Sessions	Social Amplification
-	0

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Denton Record-Chronicle (Texas)



[2019 Holiday Christmas Events](#)

Published **Dec 5, 2019**

11a.m. - Santa Story Time at South Branch Library, 3228 Teasley Lane. 7p.m. - Krampusnacht Denton in downtown Denton; rallying point is the Bearded Monk, 122 E. McKinney St. Denton Krampus Collective ...

AVE	Readership	Sentiment
-	-	positive

Sessions	Social Amplification
-	0

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Denton Record-Chronicle (Texas)



DCTA to end zone bus service in 2020

Published **Dec 6, 2019** by **Peggy HeinkelWolfe Staff Writer**
pheinkelwolfe@dentonrc.com

By Peggy Heinkel-Wolfe Staff Writer pheinkel-wolfe@dentonrc.com LEWISVILLE - DCTA is pulling the plug on a ride-hailing pilot program after the board of directors agreed that ridership on the Denton E...

AVE	Readership	Sentiment
-	-	neutral

Sessions	Social Amplification
-	0

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Atavist



Where the lost things go

Published **Nov 27, 2019**

Where the lost things go How UNT processes through hundreds of unclaimed items left behind by students At the UNT Lost and Found, a mint green bike slumps against the desk, awaiting its owner. A strin...

AVE	Readership	Sentiment
\$1	500	neutral

Sessions
-
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Social Amplification
0

Denton Holiday Lighting Festival

[back to top](#)
13 articles

CultureMap Dallas



[Denton Main Street Association presents Wassail Weekend](#)

Published **Dec 6, 2019** by **Teresa Gubbins**

Photo by Mikon Haaksman Friday night of Wassail Weekend will be the Denton Holiday Lighting Festival, with Wassail tastings at the participating Denton Main Street Association merchant locations around...

AVE
\$142

Readership
75,470

Sentiment
positive

Sessions
-
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Social Amplification
0

dentonrc.com



[Holiday & Christmas events | Entertainment | dentonrc.com](#)

Published **Dec 4, 2019** by **Lucinda Breeding**

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AVE
\$72

Readership
38,226

Sentiment
positive

Sessions
-
[View full article analysis](#)

Social Amplification
0

[View full article analysis](#)

dentonrc.com



A little merrier: Holiday lighting gets a bump in winter wonderland spirit | Denton Time | dentonrc.com

Published **Nov 28, 2019** by **Lucinda Breeding** **Features**
Editorcbreeding@dentonrc.com

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AVE	Readership	Sentiment
\$72	38,226	positive
Sessions	Social Amplification	
-	0	

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dentonrc.com



2019 Holiday & Christmas events | Entertainment | dentonrc.com

Published **Nov 14, 2019** by **Lucinda Breeding**

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AVE	Readership	Sentiment
\$72	38,226	positive
Sessions	Social Amplification	
-	0	

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dentonrc.com



[Holiday dressing: Lighting festival brings Christmas spirit to downtown Denton | Christmas in Denton County | dentonrc.com](#)

Published **Dec 3, 2019** by **Lucinda Breeding** Features
Editorcbreeding@dentonrc.com

Thank you for reading! You have reached your limit of three free articles in a 30-day period. If you'd like to read on, please check out our day pass, weekly or annual pricing options. If you already ...

AVE	Readership	Sentiment
\$72	38,226	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)

dentonrc.com



[Holiday events](#)

Published **Nov 27, 2019** by **Lucinda Breeding**

8:30 a.m. — Downtown Denton Turkey Trot 5K and 1K Kids' Gobble Wobble starting at 322 E. McKinney St. Presented by the Denton Area Running Club. Registration starts at 7 a.m. on race day. 1K starts at...

AVE	Readership	Sentiment
\$72	38,226	neutral

Sessions	Social Amplification
-	0

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Denton Record-Chronicle (Texas)



[Holiday & Christmas events](#)

Published **Dec 4, 2019**

Wednesday, Dec. 4 5:30 to 8p.m. - Fifth annual VASTFest at the Patterson-Appleton Arts Center, 400 E. Hickory St. Shop for holiday gifts made by local artists at the Visual Arts Society of Texas' annu...

AVE	Readership	Sentiment
-	-	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)



Denton Record-Chronicle (Texas)



2019 Holiday Christmas Events

Published **Dec 5, 2019**

11a.m. - Santa Story Time at South Branch Library, 3228 Teasley Lane. 7p.m. - Krampusnacht Denton in downtown Denton; rallying point is the Bearded Monk, 122 E. McKinney St. Denton Krampus Collective ...

AVE	Readership	Sentiment
-	-	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)



Denton Record-Chronicle (Texas)



2019 Holiday Christmas events

Published **Nov 14, 2019**

Sunday, Nov. 17 2p.m. - SCRAP Denton hosts a holiday card-making workshop at the storefront, 420 S. Bell Ave. Make handmade cards with repurposed materials from the shop. \$15. Register at <http://bit.ly/...>

AVE	Readership	Sentiment
-	-	positive

Sessions	Social Amplification
----------	----------------------

- 0

[View full article analysis](#)



Denton Record-Chronicle (Texas)



Holiday dressing

Published **Dec 4, 2019** by **Lucinda Breeding Features Editor**
cbreeding@dentonrc.com

By Lucinda Breeding Features Editor cbreeding@dentonrc.com Ready for Christmas carols, hot, spiced drinks and lights for miles? Be on the downtown Denton Square at 5:30p.m. this Friday, Dec. 6, and ge...

AVE	Readership	Sentiment
-	-	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)



Denton Record-Chronicle (Texas)



Holiday Events

Published **Nov 21, 2019**

Today - Deadline for Parks & Recreation's letters from Santa. For \$3, send a personalized letter sent from Santa and postmarked from the North Pole. Register online at <http://bit.ly/2D2ODkT>, or visit ...

AVE	Readership	Sentiment
-	-	positive

Sessions	Social Amplification
-	0

[View full article analysis](#)



Denton Record-Chronicle (Texas)



Holiday events

Published **Nov 28, 2019**

8:30a.m. - Downtown Denton Turkey Trot 5K and 1K Kids' Gobble Wobble starting at 322 E. McKinney St. Presented by the Denton Area Running Club. Registration starts at 7a.m. on race day. 1K starts at 8...

AVE	Readership	Sentiment
-	-	neutral

Sessions	Social Amplification
-	0

[View full article analysis](#)



Denton Record-Chronicle (Texas)



Denton Holiday Lighting Festival

Published **Nov 28, 2019**

What: Family-friendly start to the winter holidays, with entertainment, vendor booths and the lighting of the downtown Christmas tree. When: 5:30 to 9:30p.m. Friday, Dec. 6 Where: On and around the do...

AVE	Readership	Sentiment
-	-	neutral

Sessions	Social Amplification
-	0

[View full article analysis](#)



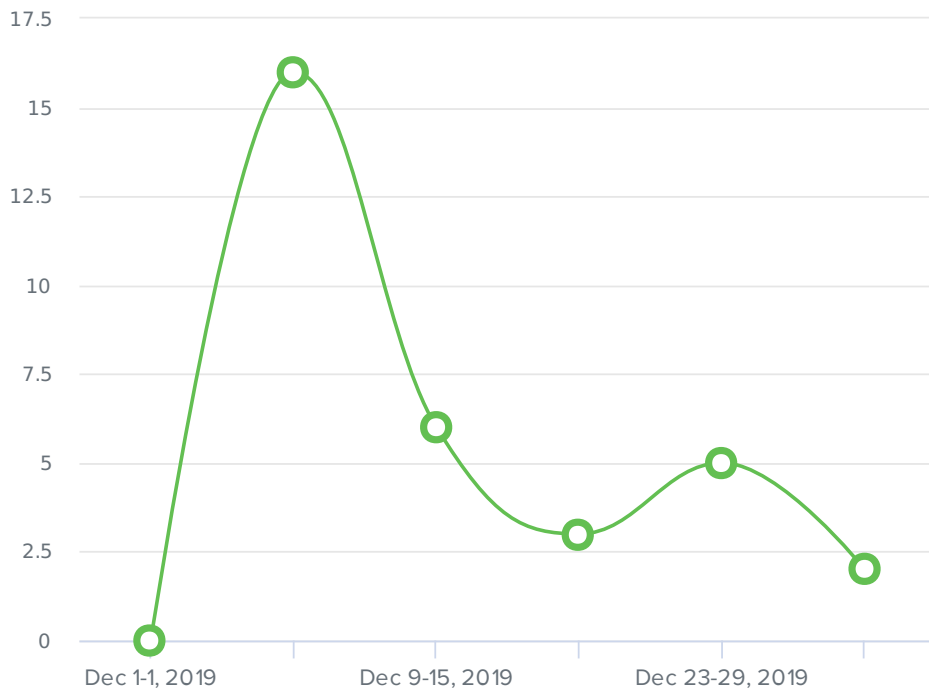
December 2019

Total Mentions

DAY

WEEK

MONTH

32 Total Mentions for Dec 1 - Dec 31 2019**DCTA over Dec 1, 2019 - Dec 31, 2019**

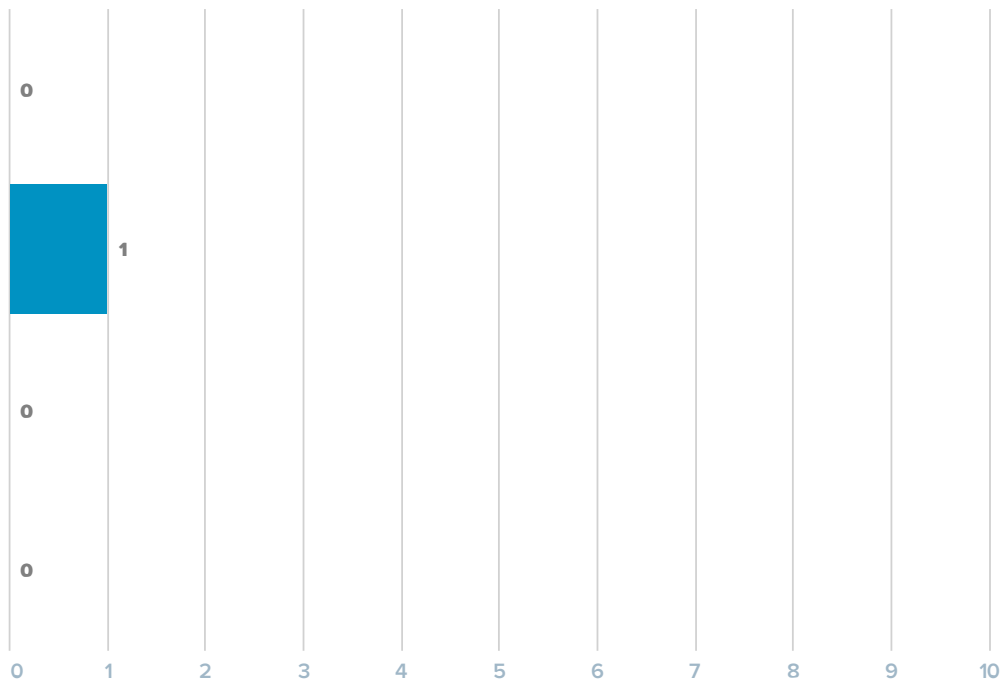
SEO Impact

Average SEO Impact for 32 mentions

62

DCTA over Dec 1, 2019 - Dec 31, 2019

Social Amplification

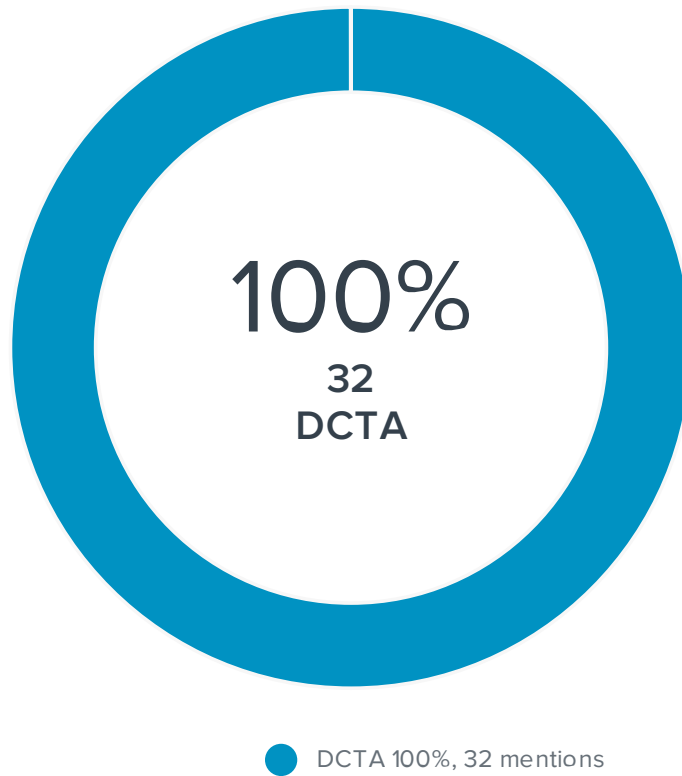


Total Shares	1
Facebook	0
Twitter	1
Pinterest	0
Reddit	0

ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

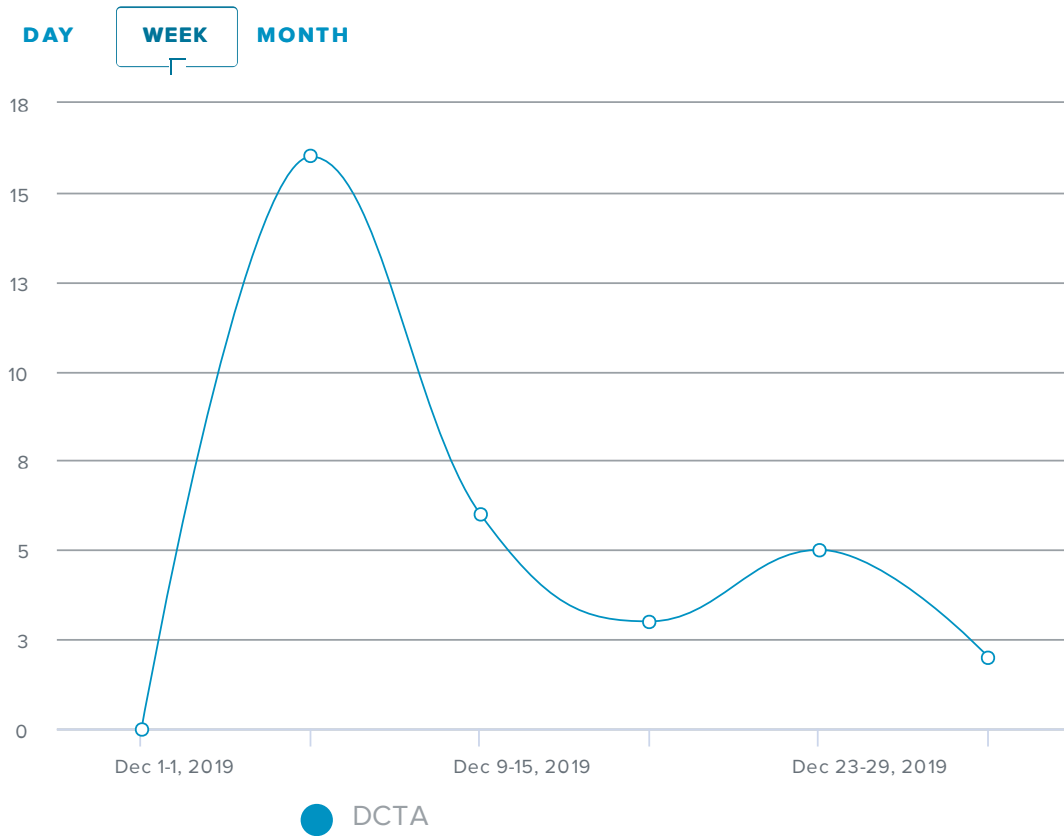
The chart above shows which social media platforms are driving the most engagement. Click any of the bars on the chart to analyze the media outlets, journalists/bloggers, and articles/blog posts that are driving the most engagement on each social media platform.

Share of Voice Comparison



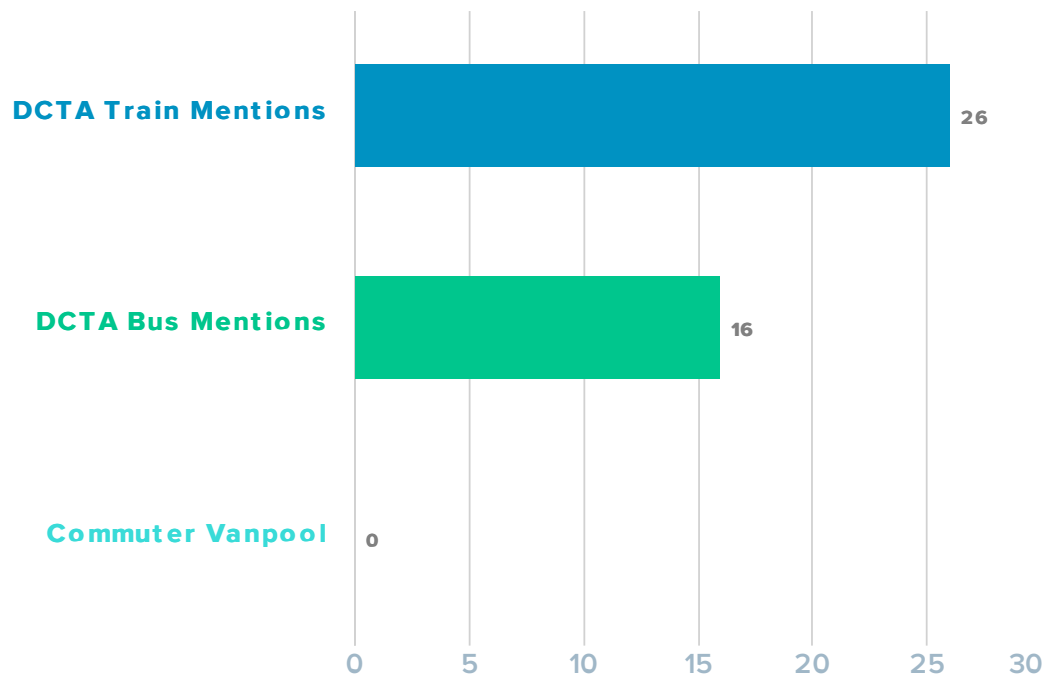
DCTA over Dec 1, 2019 - Dec 31, 2019

Share of Voice Over Time



DCTA over Dec 1, 2019 - Dec 31, 2019

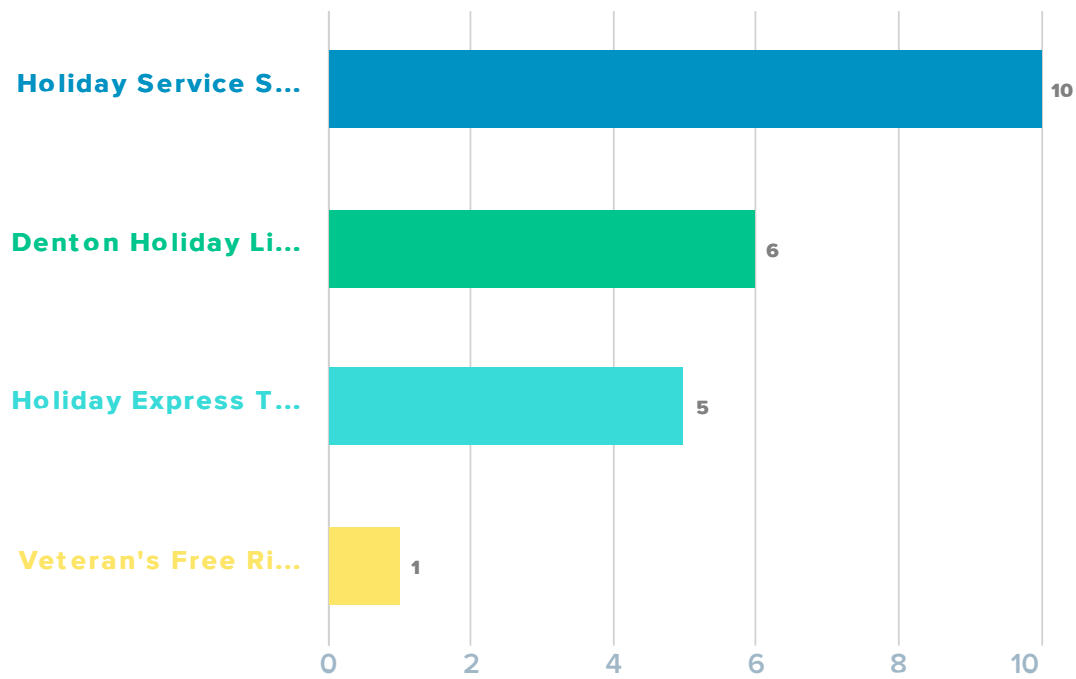
Key Messages



ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

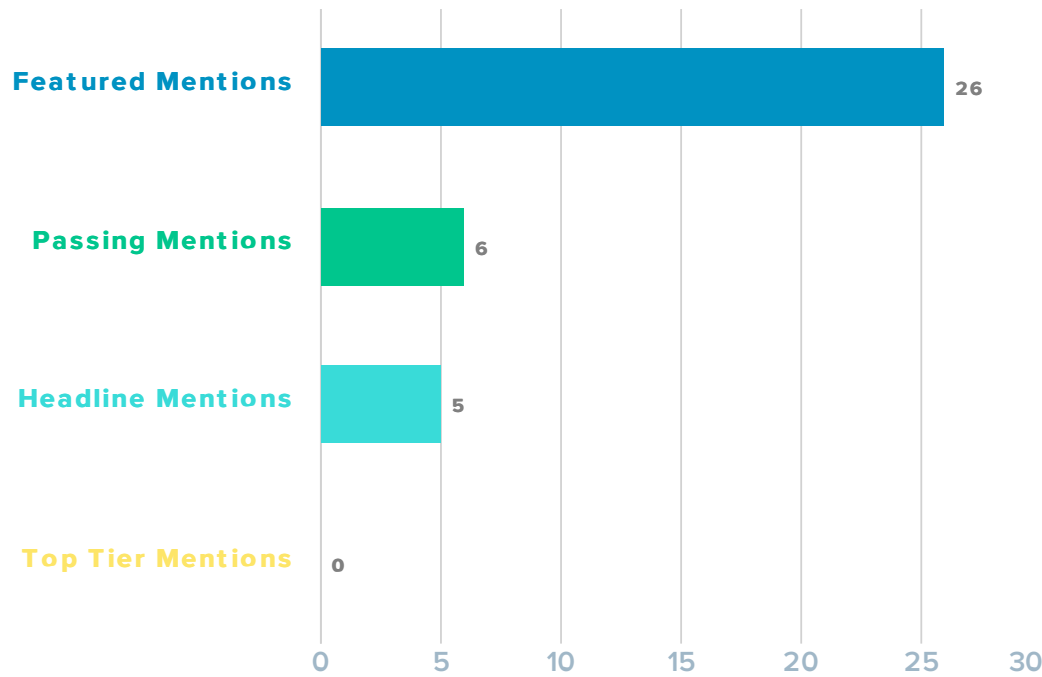
Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with your root search.

Campaigns/Events

**ANALYSIS** | DCTA over Dec 1, 2019 - Dec 31, 2019

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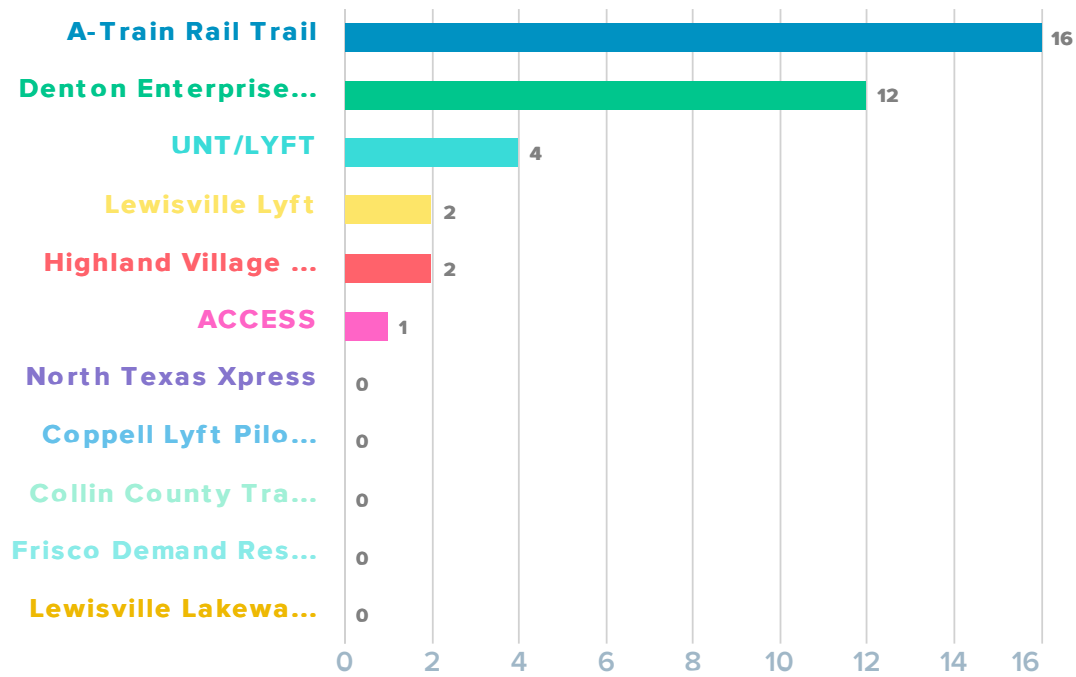
Types of Mentions



ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with your root search.

Services



ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

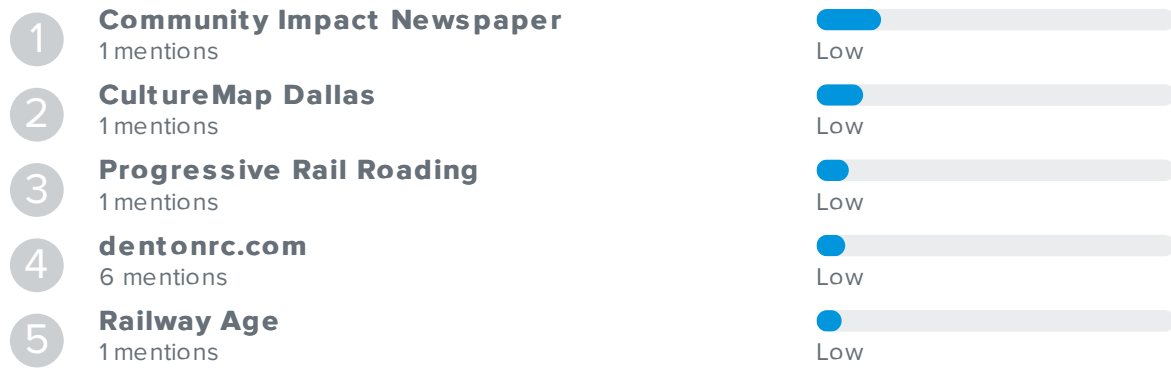
Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with your root search.

Top Content

ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

The content above have been identified as top content. To access the full version of the content, click the content link above and then click the publication link you're interested in viewing.

Top Publishers by Impact



DCTA over Dec 1, 2019 - Dec 31, 2019


Highest Readership

1

Community Impact Newspaper

7 resources for seniors in Frisco

by Elizabeth Ucles Dec 6, 2019




Sentiment	Viewership	Shares	Ad Equivalency
positive	182,376	0	\$343

2

CultureMap Dallas

Denton Main Street Association presents Wassail Weekend

by Teresa Gubbins Dec 6, 2019



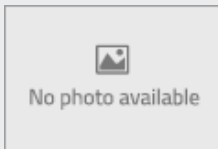
Sentiment	Viewership	Shares	Ad Equivalency
positive	75,470	0	\$142

3

Railway Gazette

East Coast Trains open access recruitment underway

by unknown Dec 4, 2019



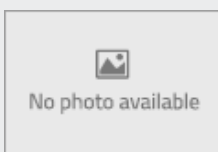
Sentiment	Viewership	Shares	Ad Equivalency
neutral	43,563	0	\$82

4

Railway Age

Leggett to Serve as LTK's Director of Zero-Emissions Planning

Dec 12, 2019




Sentiment	Viewership	Shares	Ad Equivalency
positive	41,936	0	\$79

5
dentonrc.com

DCTA to end zone bus service next year | News | dentonrc.com

by Peggy Heinkel-Wolfe
Dec 5, 2019



Sentiment	Viewership	Shares	Ad Equivalency
neutral	38,226	0	\$72

ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

Highest readership articles are based on the readership of each publication (how many people potentially read an article based on unique visitors to the publication's website) and how many times your keyword(s) appear in each article. Access the article by clicking the headline above and then click on the publication you're interested in.

Aggregate Readership

Aggregate Readership: **838,927**

Online News
642,150

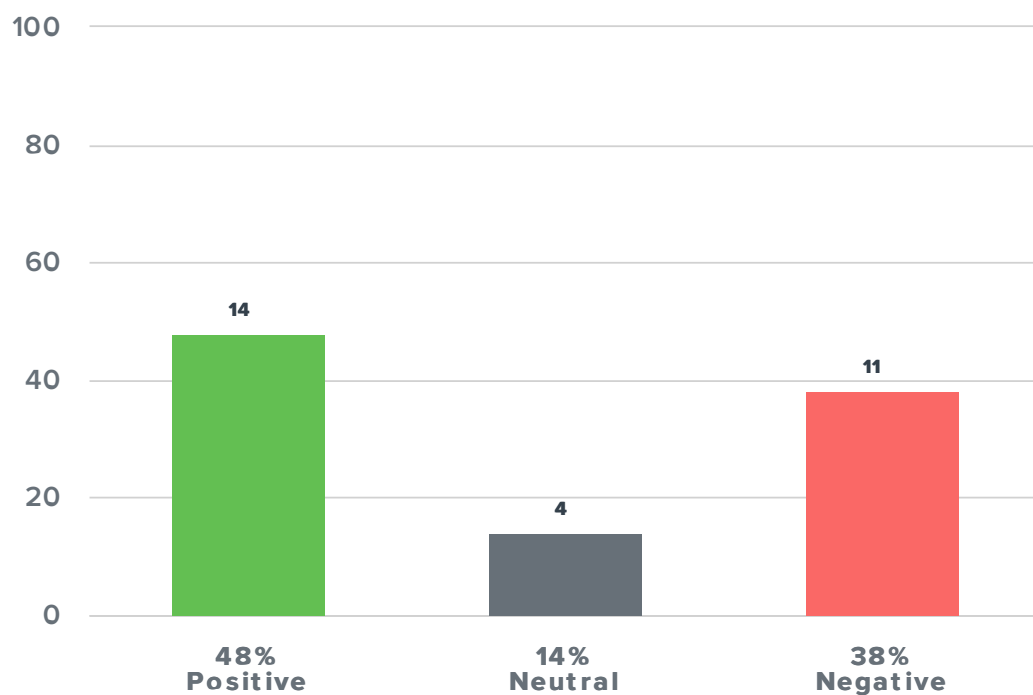
Blogs
N/A

Print
N/A

Television
196,777

DCTA over Dec 1, 2019 - Dec 31, 2019

Sentiment



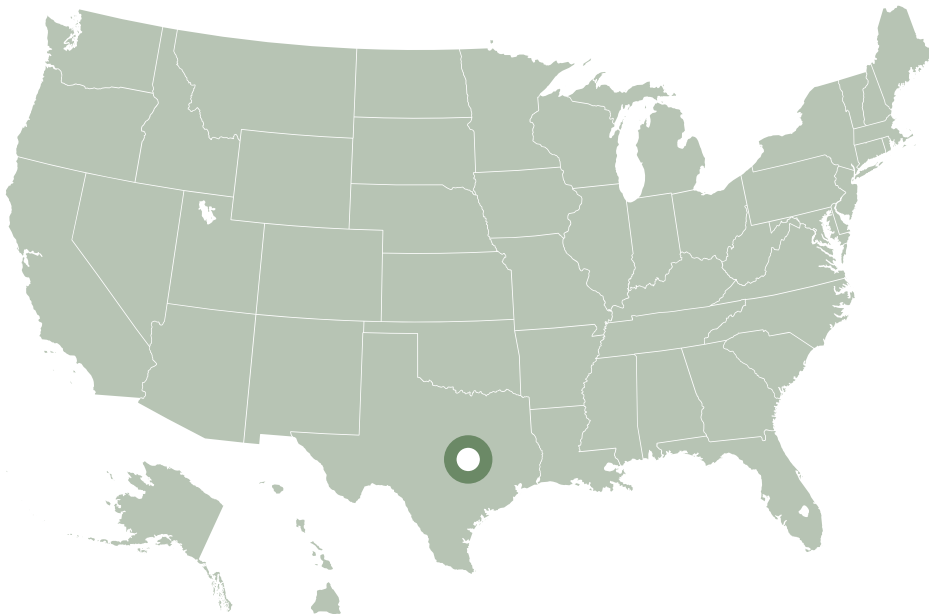
ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

Sentiment analysis is performed by measuring the tonality of the keywords seen in the headlines and bodies of each article.

Mentions by Location



United States: 97% (31 mentions)
United Kingdom: 3% (1 mentions)



Texas: 21 mentions

DCTA over Dec 1, 2019 - Dec 31, 2019

Ad Equivalency

Total Ad Equivalency: **\$4,208**

Online News
\$1,207

Blogs
N/A

Print
N/A

Television
\$3,001

ANALYSIS | DCTA over Dec 1, 2019 - Dec 31, 2019

Ad Equivalency shows how much it would potentially cost to buy the total press coverage. It is calculated by multiplying the readership, potential viewership, and average ad cost.



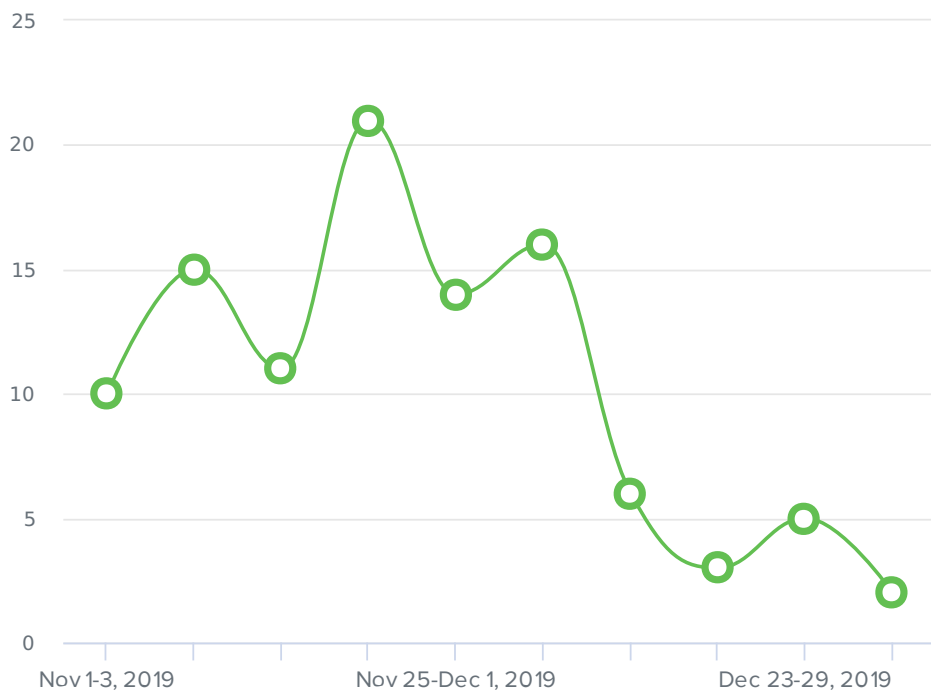
November 1st 2019- December 31st 2019

Total Mentions

DAY

WEEK

MONTH

103 Total Mentions for Nov 1 - Dec 31 2019**DCTA over Nov 1, 2019 - Dec 31, 2019**

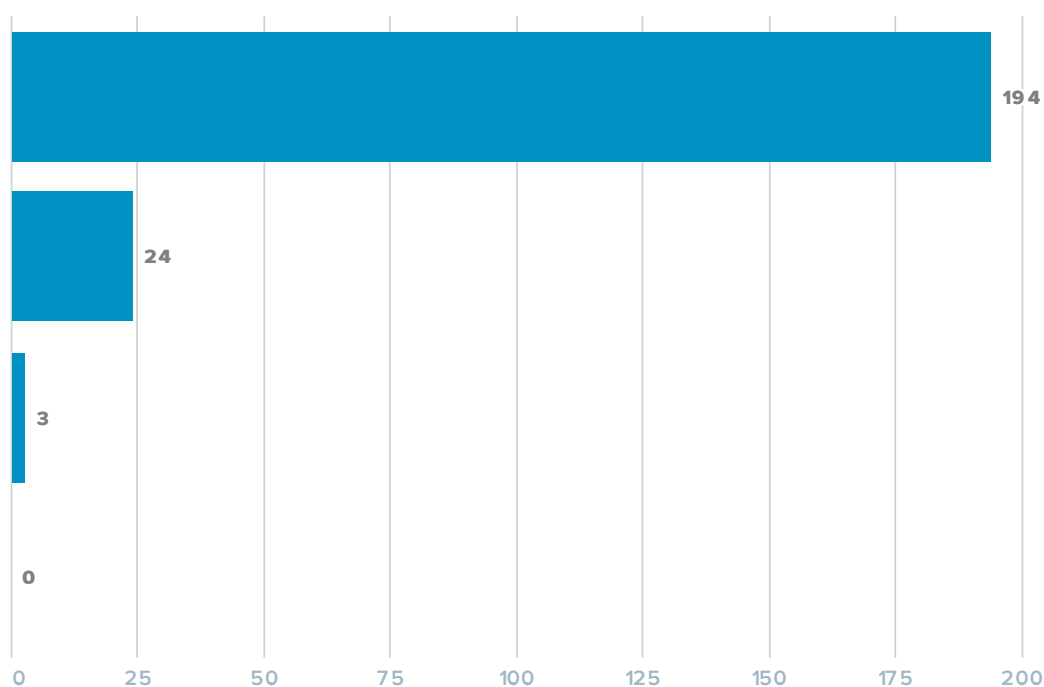
SEO Impact

Average SEO Impact for 103 mentions

62

DCTA over Nov 1, 2019 - Dec 31, 2019

Social Amplification

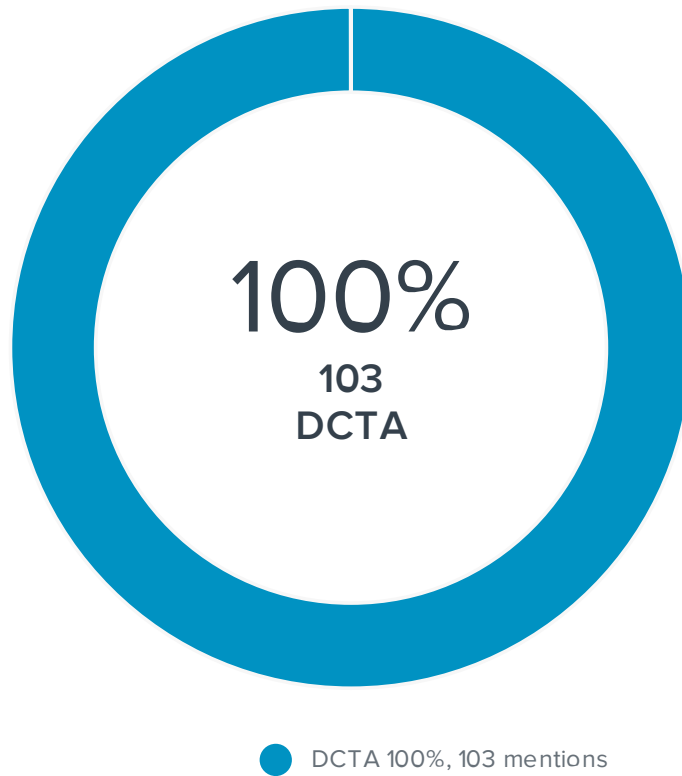


Total Shares	221
Facebook	194
Twitter	24
Pinterest	3
Reddit	0

ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

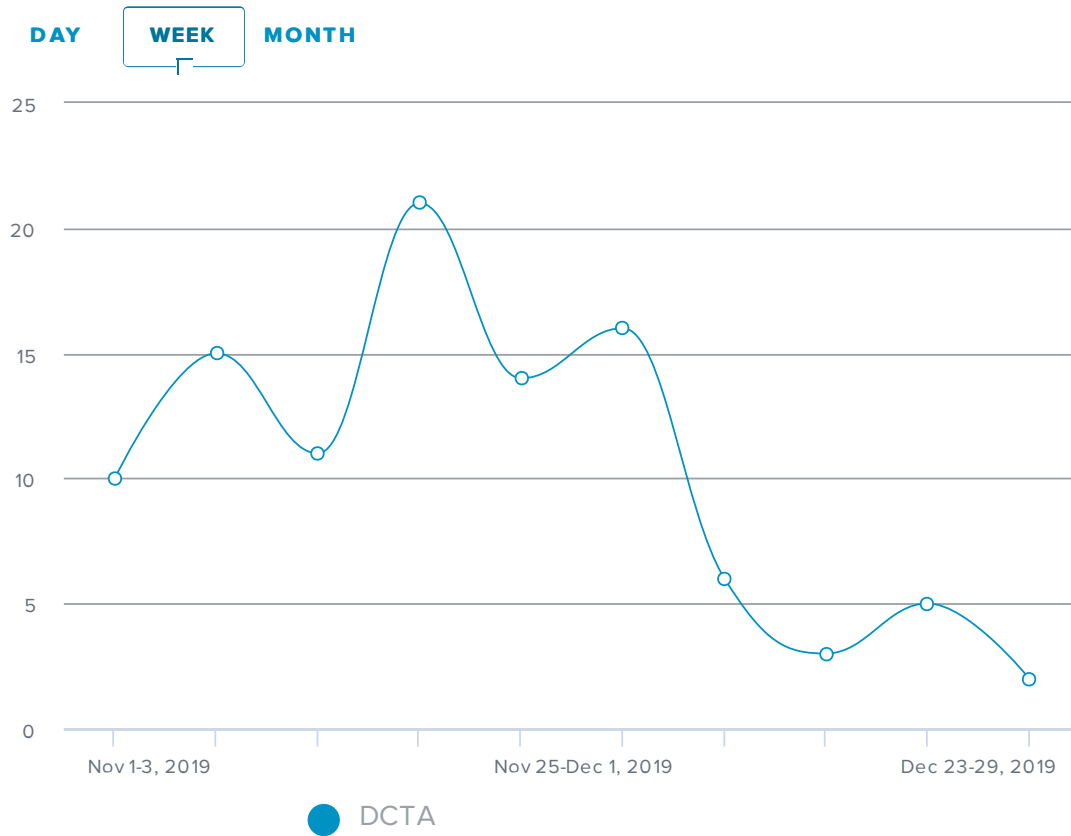
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Share of Voice Comparison



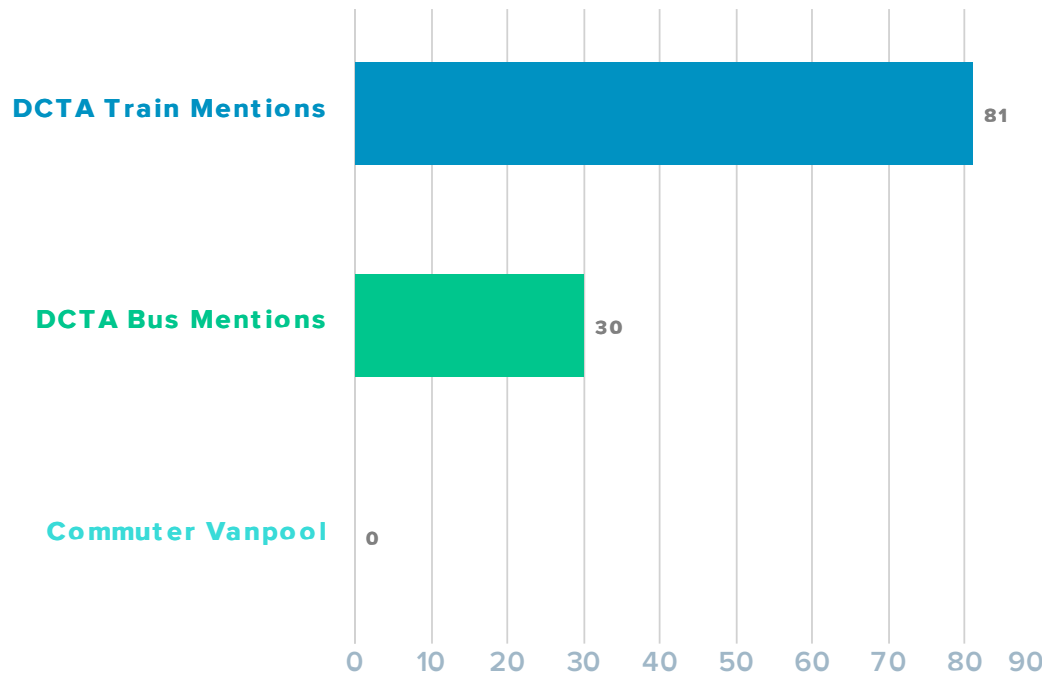
DCTA over Nov 1, 2019 - Dec 31, 2019

Share of Voice Over Time



DCTA over Nov 1, 2019 - Dec 31, 2019

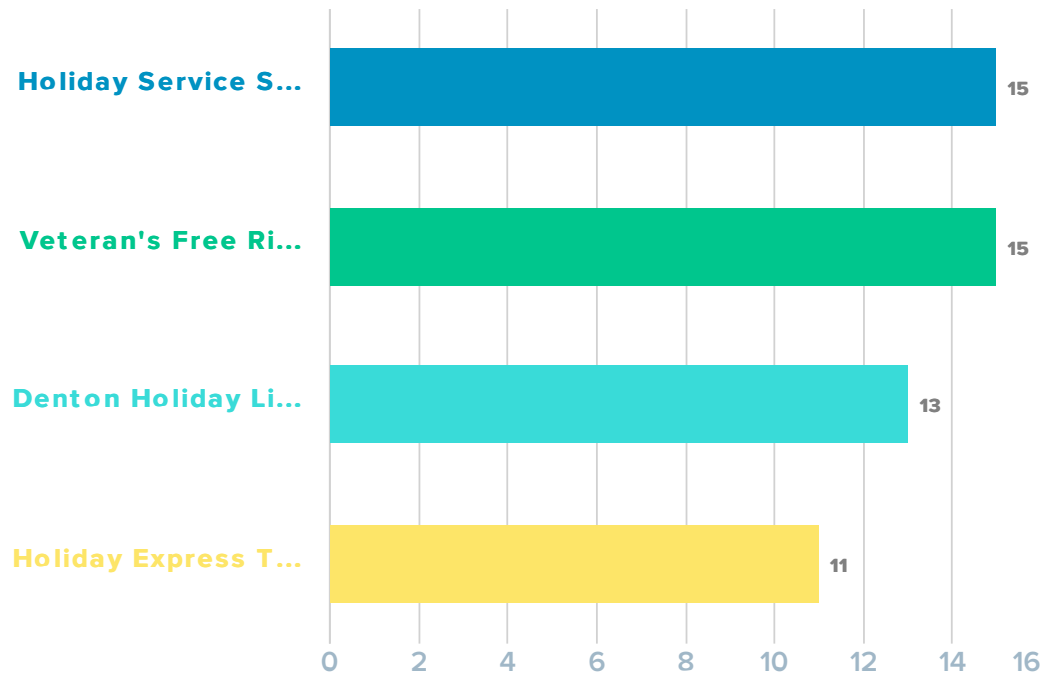
Key Messages



ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with your root search.

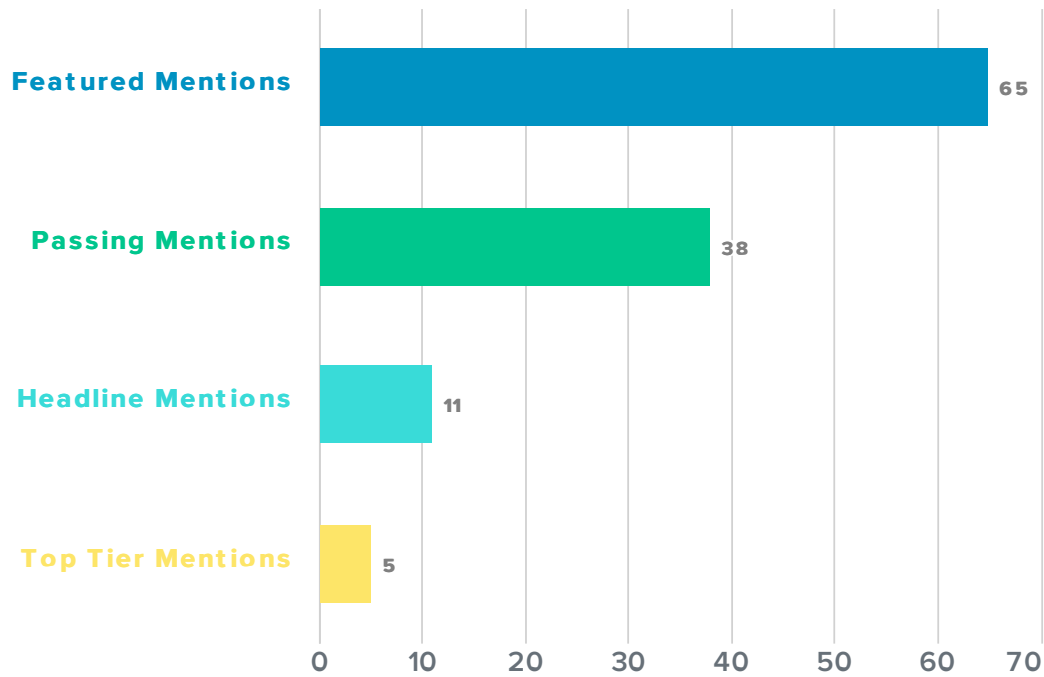
Campaigns/Events



ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

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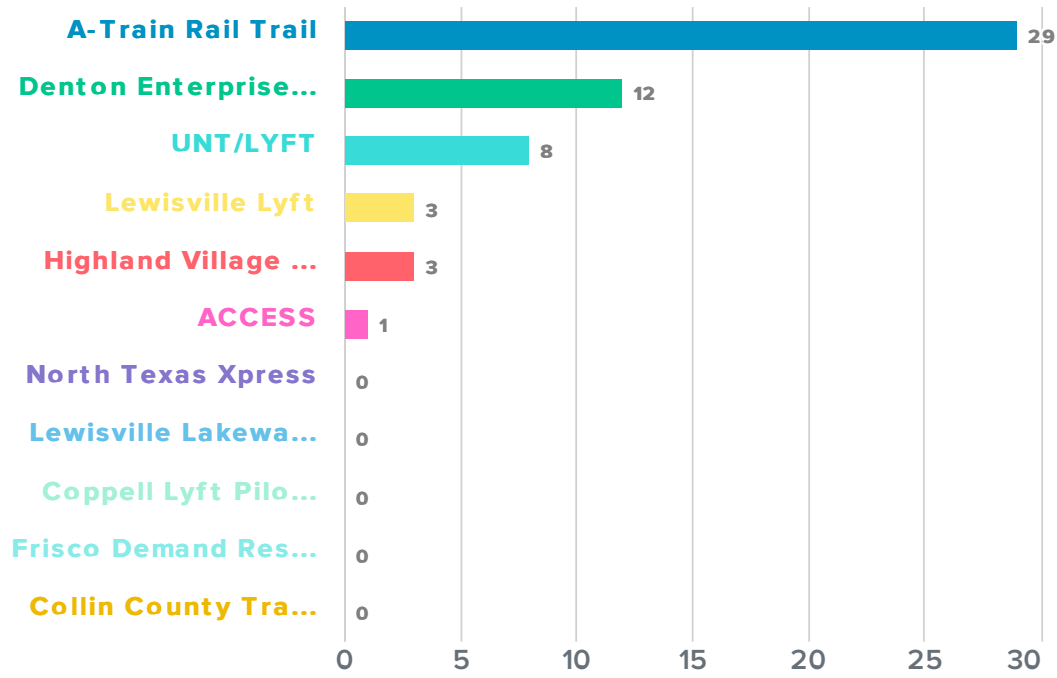
Types of Mentions



ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with your root search.

Services



ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

Key message pull through shows how many times a keyword or phrase was mentioned in conjunction with your root search.

Top Content

Finanzen

Working to improve the nation's growing infrastructure and mobility needs, HNTB continues to expand its transit and...

The logo for finanzen.net, featuring the word "finanzen" in white lowercase letters and ".net" in red lowercase letters, all on a blue rectangular background.

Nov 22, 2019

Sentiment

positive

Viewership

1,554,481

Shares

0

Ad Equivalency

\$2,922

Newsweek

Veterans Day 2019 Travel Discounts: Deals for Museums, Parks, Zoos, Hotels, Resorts, Transport - Newsweek

A photograph of a Veterans Day parade. A man in a military uniform with a white helmet and a "U.S. ARMY" patch is in the foreground. In the background, a marching band in blue and white uniforms is performing on a city street.

by Soo Kim Nov 11, 2019

Sentiment

positive

Viewership

9,165,003

Shares

177

Ad Equivalency

\$17,230

ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019






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Top Publishers by Impact



DCTA over Nov 1, 2019 - Dec 31, 2019

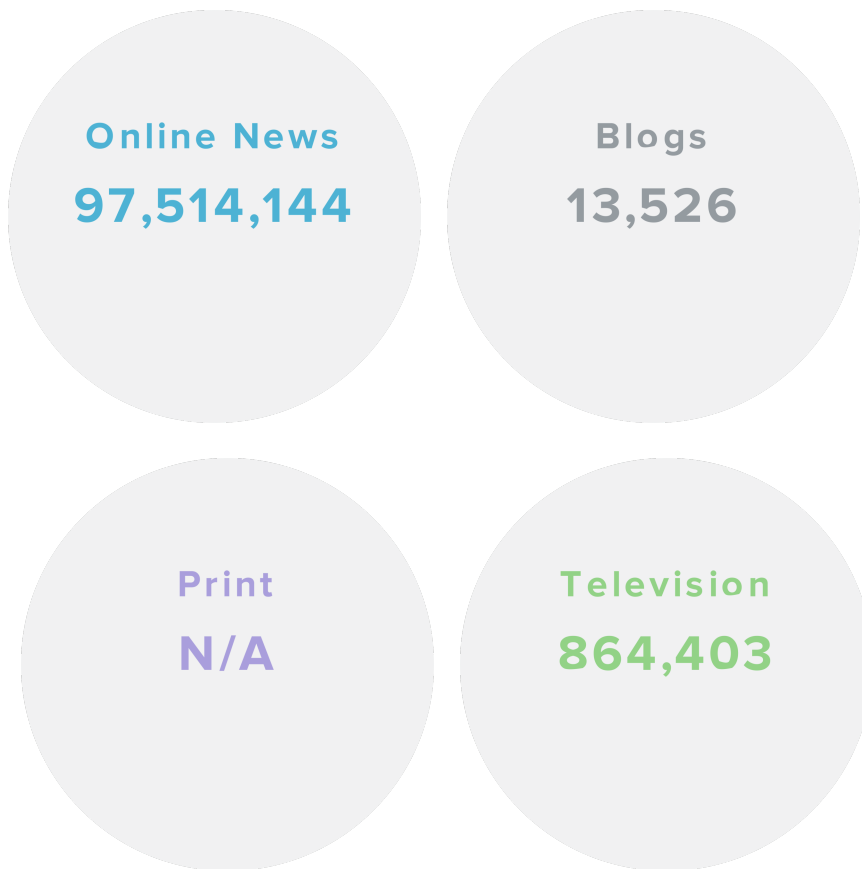
Highest Readership

<div> 1 MSN </div> <div> Veterans Day deals across North Texas in 2019 by WFAA Staff Nov 10, 2019  </div> <div> <div>Sentiment positive</div> <div>Viewership 74,796,008</div> <div>Shares 0</div> <div>Ad Equivalency \$140,616</div> </div>	
<div> 2 Newsweek </div> <div> Veterans Day 2019 Travel Discounts: Deals for Museums, Parks, Zoos, Hotels, Resorts, Transport - Newsweek by Soo Kim Nov 11, 2019  </div> <div> <div>Sentiment positive</div> <div>Viewership 9,165,003</div> <div>Shares 177</div> <div>Ad Equivalency \$17,230</div> </div>	
<div> 3 Thrillist </div> <div> 9 Weekend Getaways to Escape Dallas for a Few Days by Hayden Bernstein Nov 26, 2019  </div> <div> <div>Sentiment positive</div> <div>Viewership 4,707,202</div> <div>Shares 0</div> <div>Ad Equivalency \$8,850</div> </div>	
<div> 4 PR Newswire </div> <div>  Working to improve the nation's growing infrastructure and mobility needs, HNTB continues to expand its transit and... Nov 22, 2019 <div>  No photo available </div> </div> <div> <div>Sentiment positive</div> <div>Viewership 2,520,100</div> <div>Shares 0</div> <div>Ad Equivalency \$4,738</div> </div>	

Highest readership articles are based on the readership of each publication (how many people potentially read an article based on unique visitors to the publication's website) and how many times your keyword(s) appear in each article. Access the article by clicking the headline above and then click on the publication you're interested in.

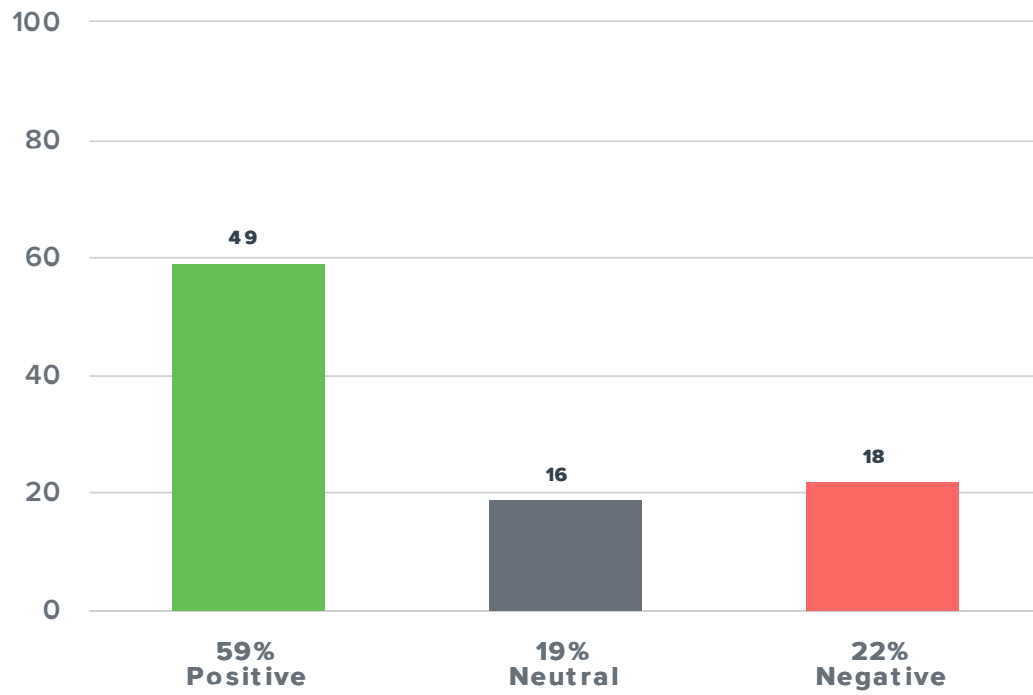
Aggregate Readership

Aggregate Readership: **98,392,073**



DCTA over Nov 1, 2019 - Dec 31, 2019

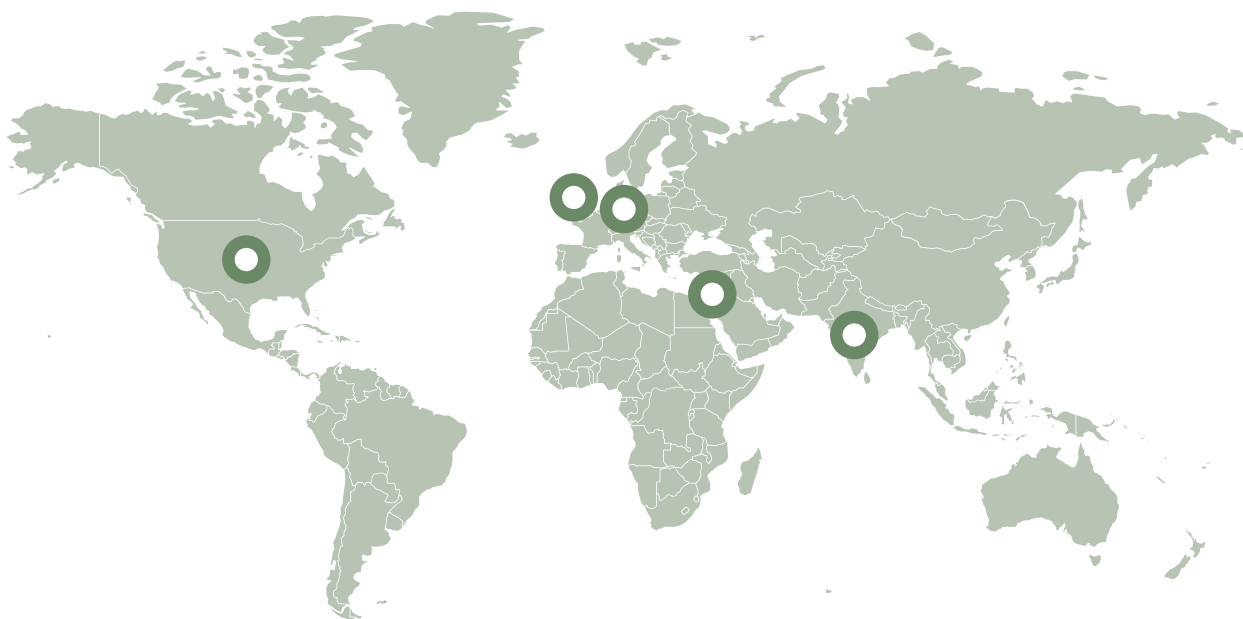
Sentiment



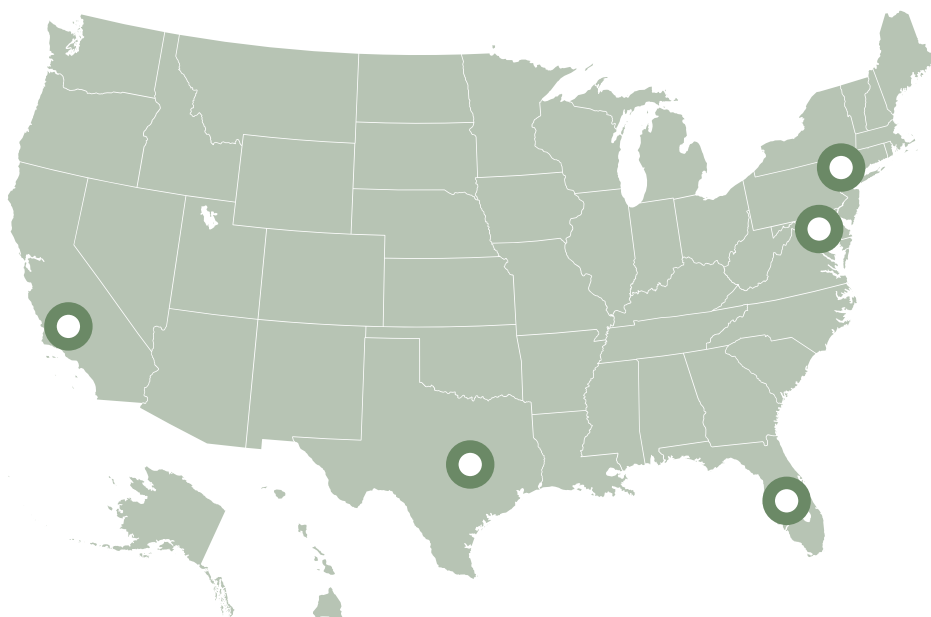
ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

Sentiment analysis is performed by measuring the tonality of the keywords seen in the headlines and bodies of each article.

Mentions by Location



United States: 95% (97 mentions)
 Germany: 2% (2 mentions)
 India: 1% (1 mentions)
 Jordan: 1% (1 mentions)
 United Kingdom: 1% (1 mentions)



Texas: 54 mentions
 New York: 4 mentions
 Maryland: 3 mentions
 California: 1 mentions
 Florida: 1 mentions

ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

State coverage spike in: Texas, includes: [Holiday closures](#) in Denton Record-Chronicle (Texas)

Ad Equivalency

Total Ad Equivalency: **\$196,075**

Online News
\$183,326

Blogs
\$25

Print
N/A

Television
\$12,724

ANALYSIS | DCTA over Nov 1, 2019 - Dec 31, 2019

Ad Equivalency shows how much it would potentially cost to buy the total press coverage. It is calculated by multiplying the readership, potential viewership, and average ad cost.



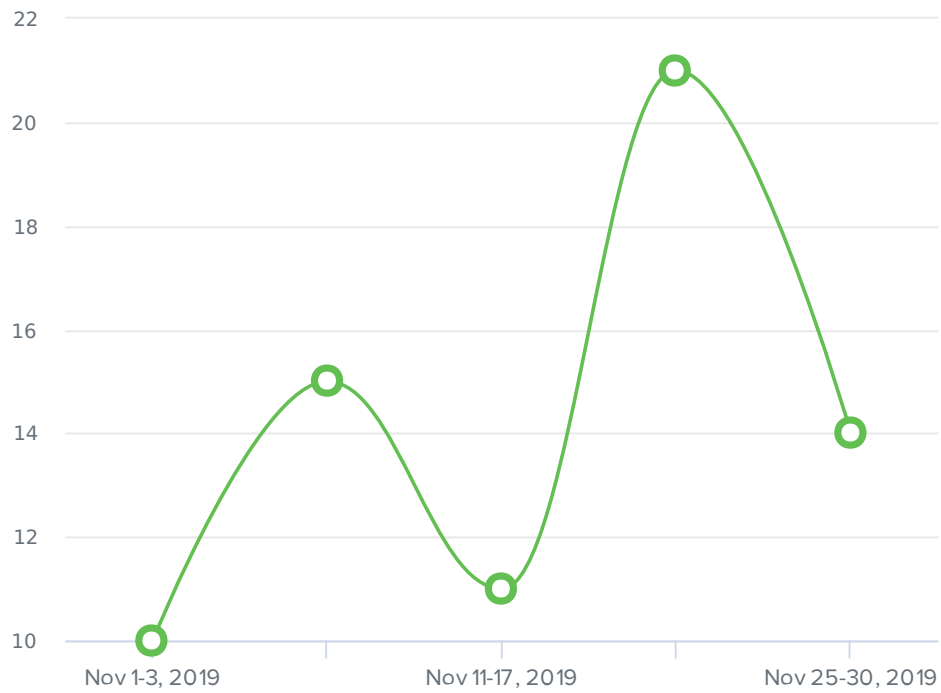
November 2019 Mentions

Total Mentions

DAY

WEEK

MONTH

71 Total Mentions for Nov 1 - Nov 30 2019**DCTA over Nov 1, 2019 - Nov 30, 2019**

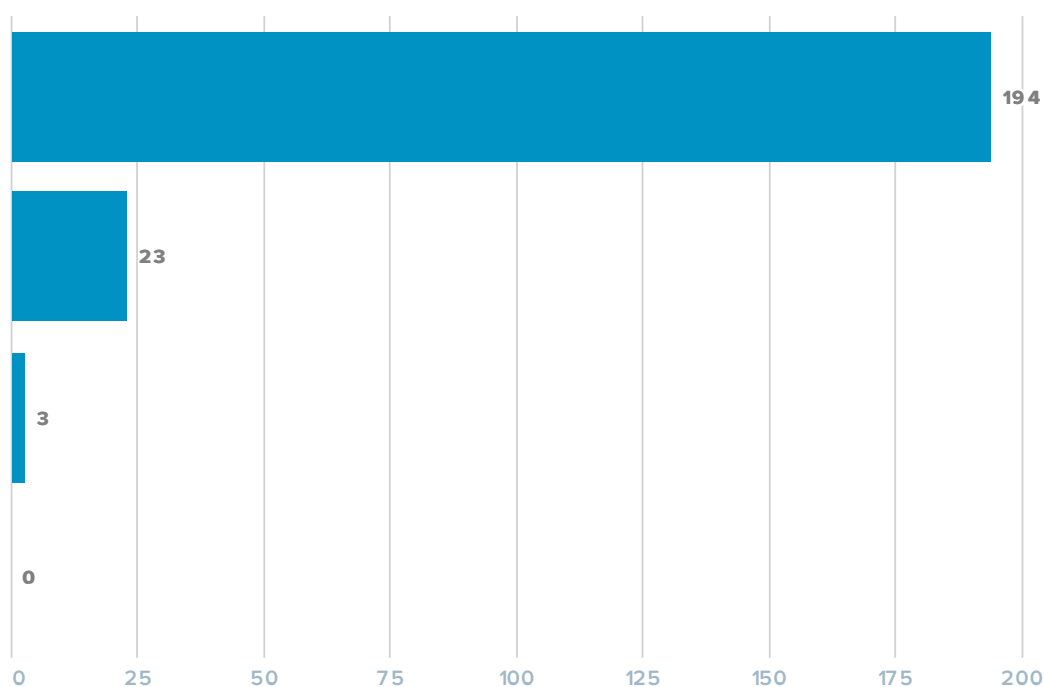
SEO Impact

Average SEO Impact for 71 mentions

63

DCTA over Nov 1, 2019 - Nov 30, 2019

Social Amplification

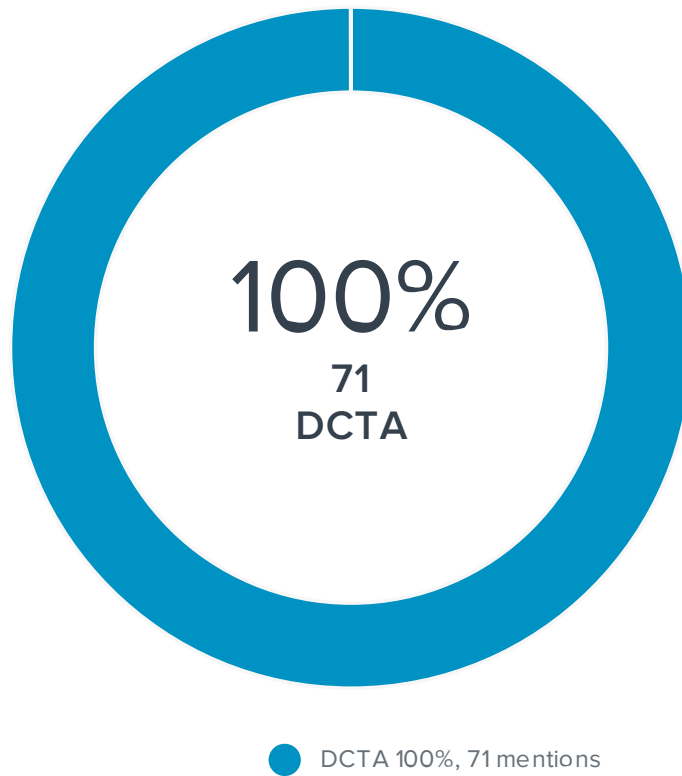


Total Shares	220
Facebook	194
Twitter	23
Pinterest	3
Reddit	0

ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

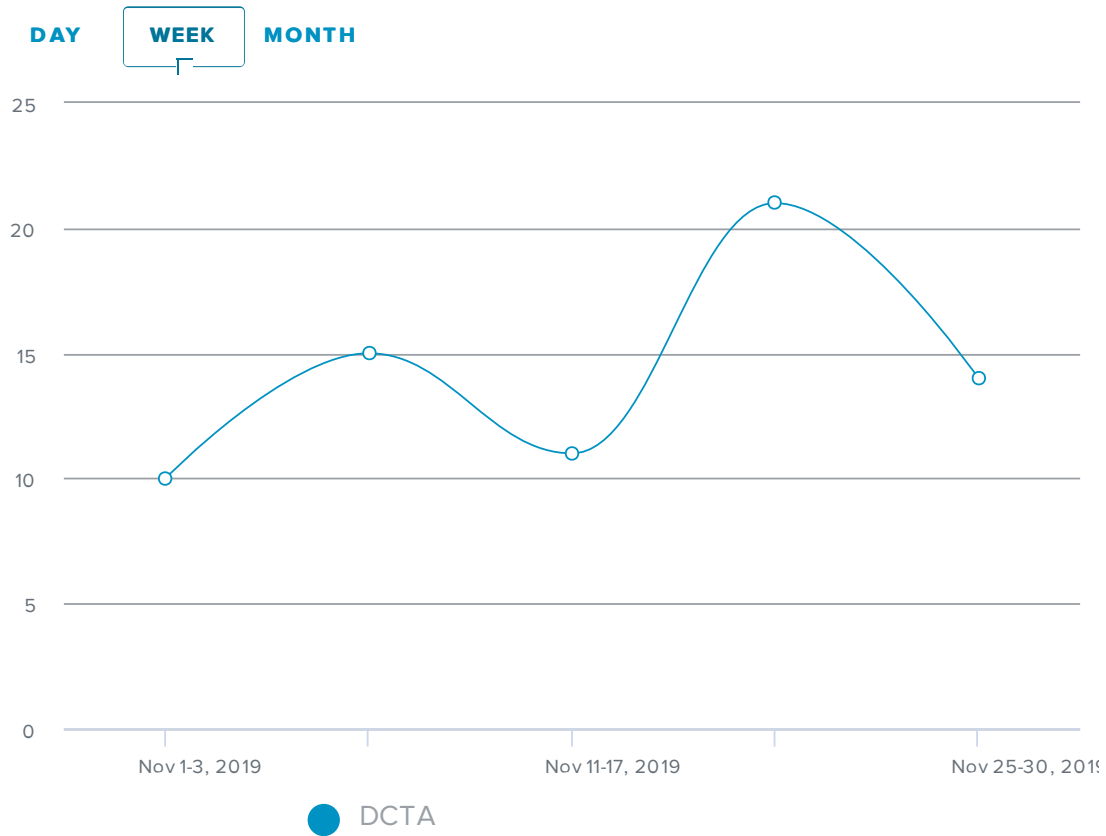
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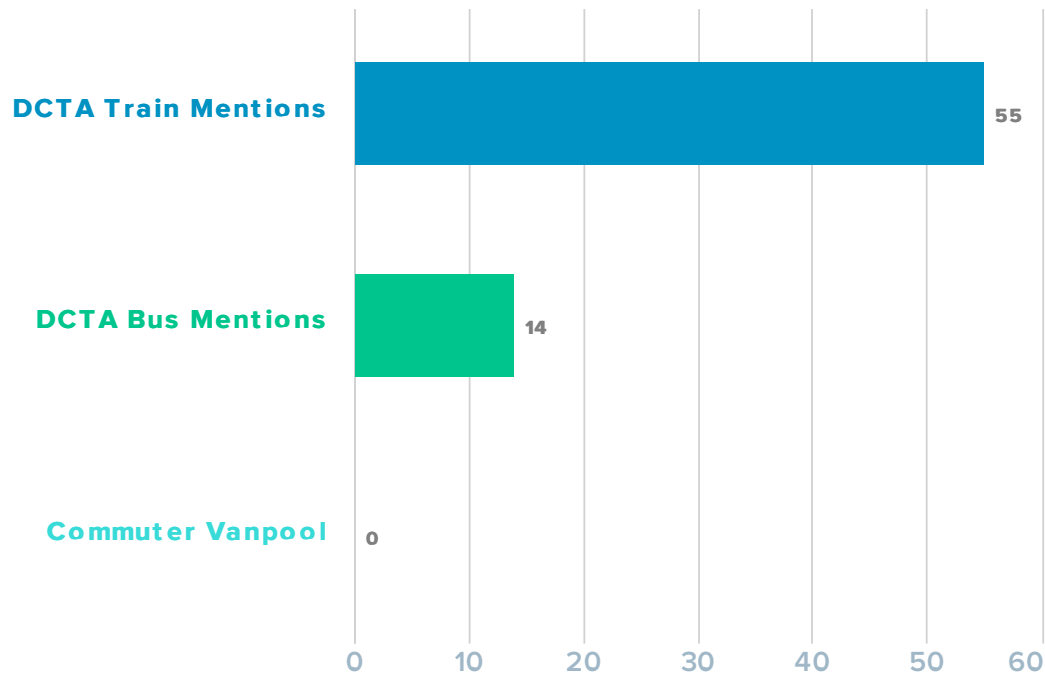
DCTA over Nov 1, 2019 - Nov 30, 2019

Share of Voice Over Time



DCTA over Nov 1, 2019 - Nov 30, 2019

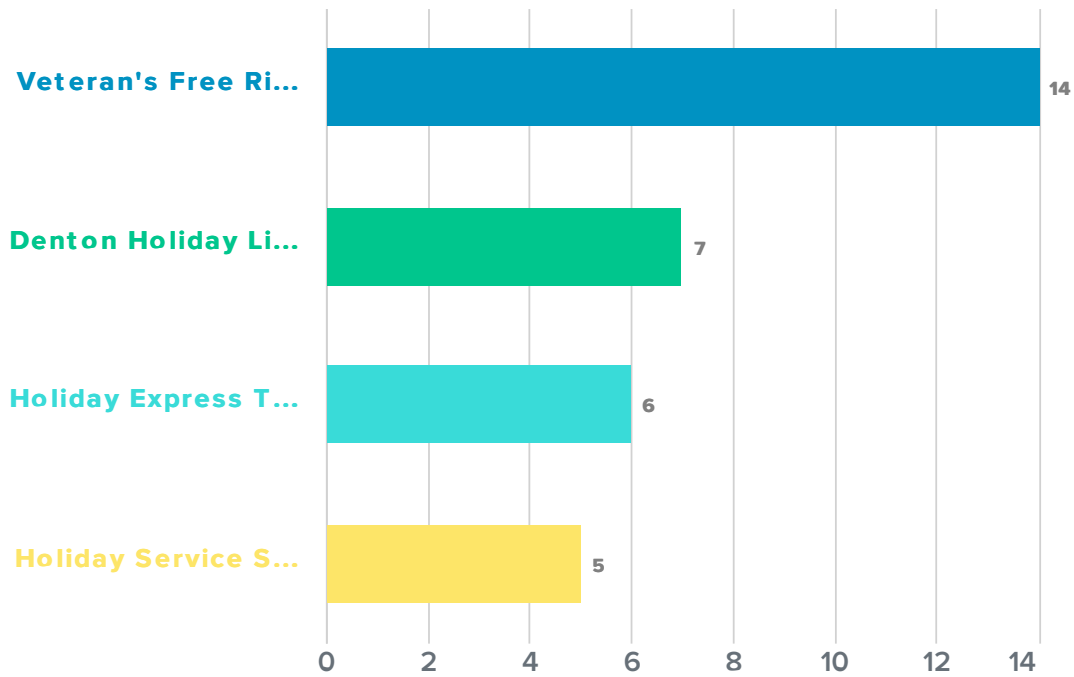
Key Messages



ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

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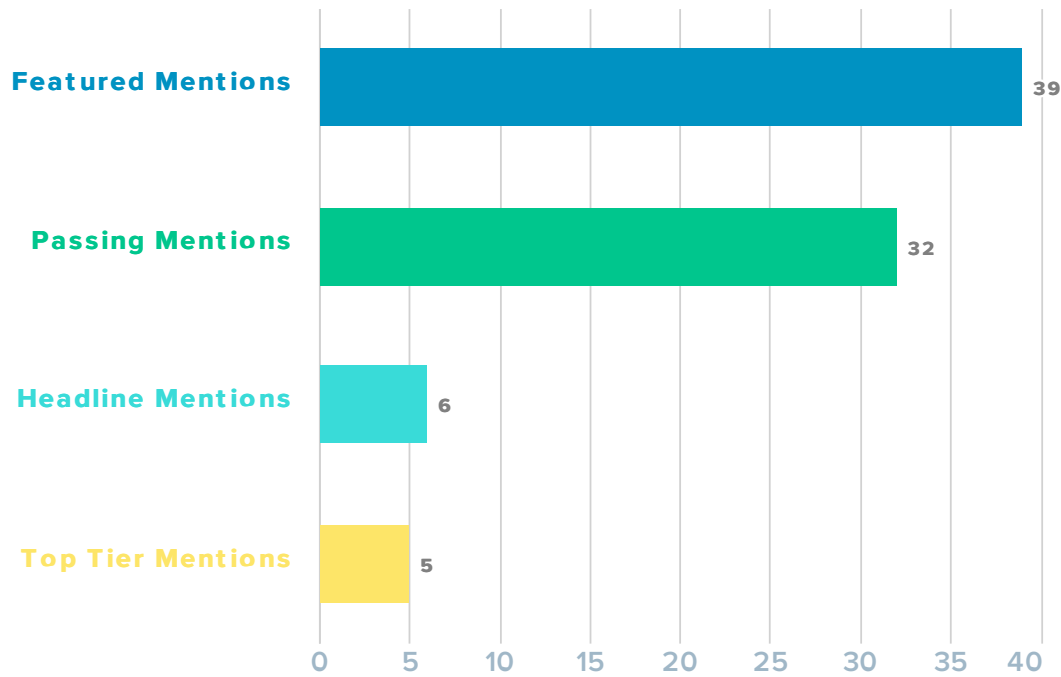
Campaigns/Events



ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

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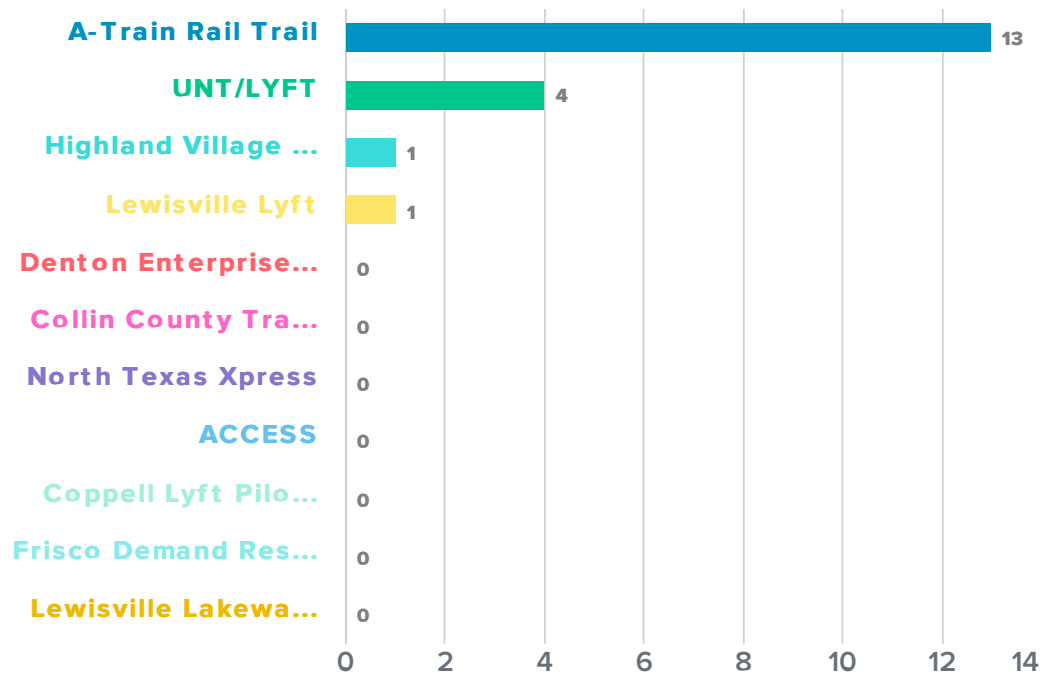
Types of Mentions



ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

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ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

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Nov 22, 2019

Sentiment

positive

Viewership

1,554,481

Shares

0

Ad Equivalency

\$2,922

Newsweek

Veterans Day 2019 Travel Discounts: Deals for Museums, Parks, Zoos, Hotels, Resorts, Transport - Newsweek

A photograph of a Veterans Day parade. A man in a military uniform with a white helmet and a red, white, and blue sash is in the foreground. In the background, a band of musicians in blue and white uniforms is marching down a city street.

by Soo Kim Nov 11, 2019

Sentiment

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Viewership

9,165,003

Shares

177

Ad Equivalency

\$17,230

ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

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Top Publishers by Impact



DCTA over Nov 1, 2019 - Nov 30, 2019


Highest Readership

1

MSN

Veterans Day deals across North Texas in 2019

by WFAA Staff Nov 10, 2019



Sentiment

positive

Viewership

74,796,008

Shares

0

Ad Equivalency


\$140,616

2

Newsweek

Veterans Day 2019 Travel Discounts: Deals for Museums, Parks, Zoos, Hotels, Resorts, Transport - Newsweek

by Soo Kim Nov 11, 2019



Sentiment

positive

Viewership

9,165,003

Shares

177

Ad Equivalency


\$17,230

3

Thrillist

9 Weekend Getaways to Escape Dallas for a Few Days

by Hayden Bernstein Nov 26, 2019



Sentiment

positive

Viewership

4,707,202

Shares


0

Ad Equivalency

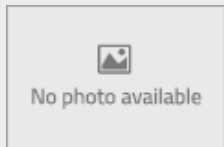
\$8,850

4

PR Newswire

 Working to improve the nation's growing infrastructure and mobility needs, HNTB continues to expand its transit and...

Nov 22, 2019



Sentiment

positive

Viewership

2,520,100

Shares

0

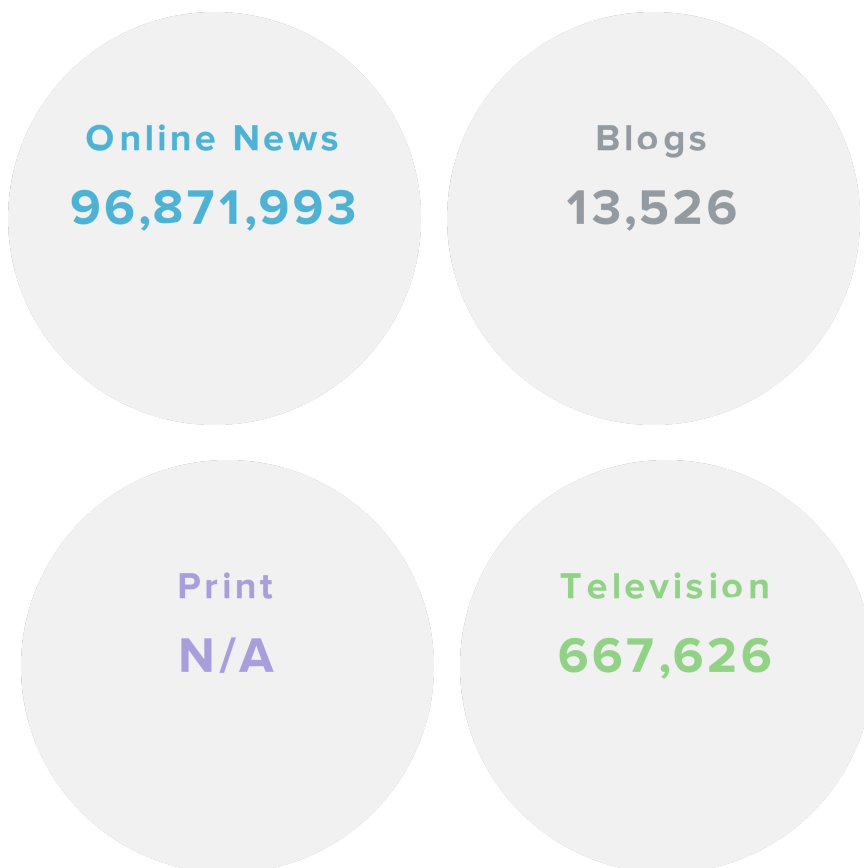
Ad Equivalency

\$4,738

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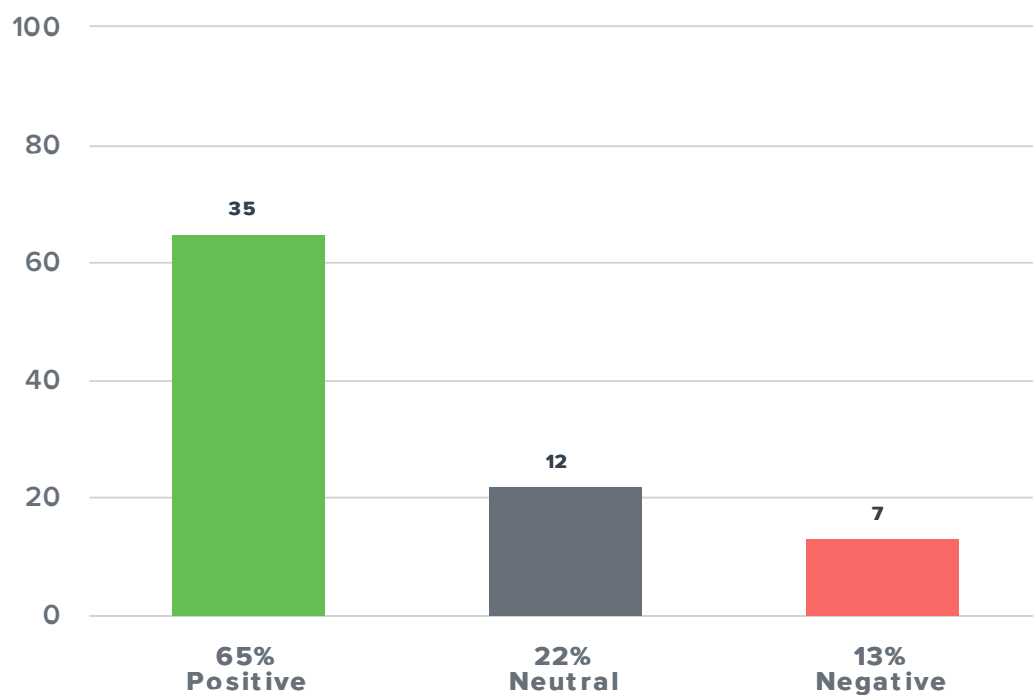
Aggregate Readership

Aggregate Readership: **97,553,145**



DCTA over Nov 1, 2019 - Nov 30, 2019

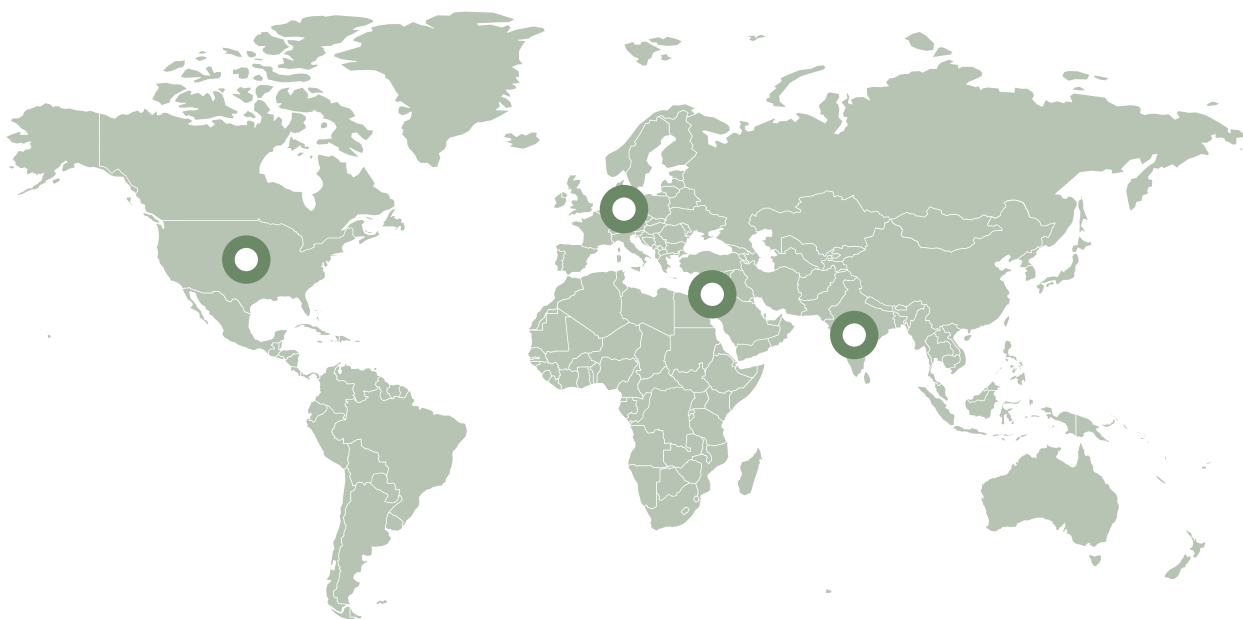
Sentiment



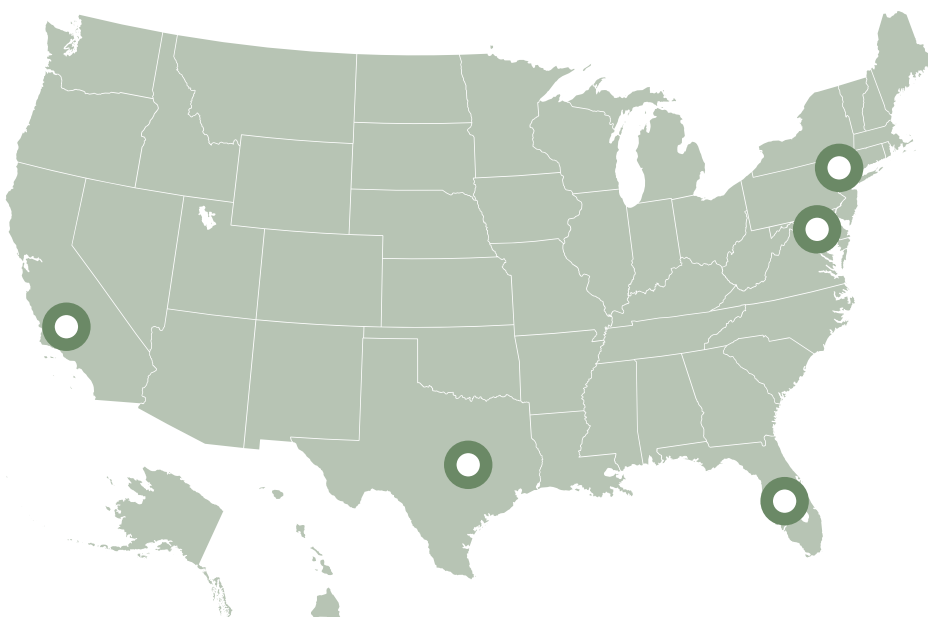
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 India: 1% (1 mentions)
 Jordan: 1% (1 mentions)



Texas: 33 mentions
 New York: 4 mentions
 Maryland: 3 mentions
 California: 1 mentions
 Florida: 1 mentions

ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

State coverage spike in: Texas, includes: [News 8 Daybreak Saturday](#) in WFAA-DAL (ABC)

Ad Equivalency

Total Ad Equivalency: **\$191,866**

Online News
\$182,119

Blogs
\$25

Print
N/A

Television
\$9,722

ANALYSIS | DCTA over Nov 1, 2019 - Nov 30, 2019

Ad Equivalency shows how much it would potentially cost to buy the total press coverage. It is calculated by multiplying the readership, potential viewership, and average ad cost.

TWITTER TRACKER: DCTA

All Time

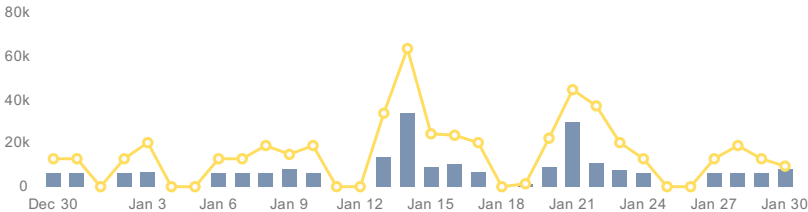
By Day

50.2k

POTENTIAL REACH

- POTENTIAL IMPRESSIONS
- FREQUENCY

492.5k
9.80

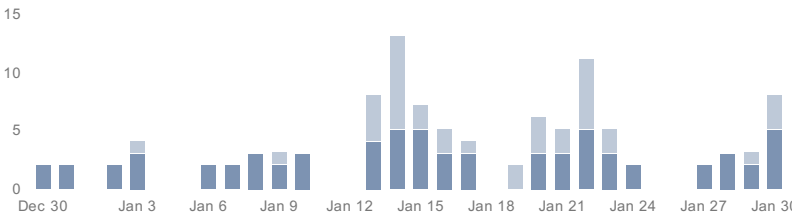


107

TOTAL TWEETS

- TWEETS
- RETWEETS

69
38

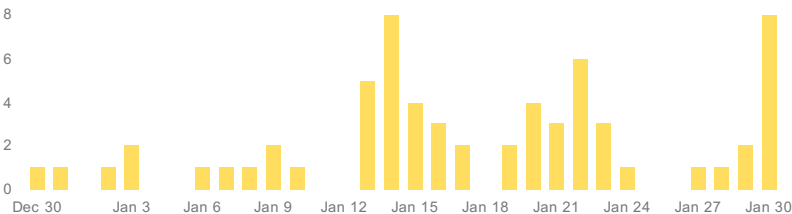


30

CONTRIBUTORS

- TWEETS/CONTRIBUTOR
- AVG FOLLOWERS

3.6
1,951



AVG TWEETS/DAY

3.3

POTENTIAL IMPRESSIONS/TWEET

4,603

POTENTIAL IMPRESSIONS/DAY

15.4k

RETWEET RATE

0.6

TWEET BREAKDOWN

107
TWEETS

Regular69

Retweets38

Replies0

SENTIMENT

SENTIMENT	SHARE	CHANGE
-	There is not enough data in this date range to sample. Try viewing another date range.	

TOP TWEETS

POTENTIAL IMPRESSIONS

34.8k

DCTA @RideDCTA

Jan 14, 2020

Skip the traffic and parking and #RideDCTA FREE to the @DentonBFF with the code word "DBFF20!" More info: bit.ly/2QPQBg5

Free Rides

Denton Black Film Festival January 22 through 25

Visit RideDCTA.net for more info


6

0

6,378

TOP CONTRIBUTORS

	TWEETS	RETWEETS	POTENTIAL IMPRESSIONS
@RideDCTA	63	27	401.8k
@UNTsocial	2	0	46.8k
@nctclions	5	0	9,605
@AYE_Pod_	2	0	4,046


 DCTA @RideDCTA Jan 21, 2020

Students, need a reason to #RideDCTA? We've got three! Check out our top three reasons why university students should #RideDCTA (Hint: one of them is to save money!)

@UNTSocial @nctclions @txwomans bit.ly/37aCmrp

1 0 | 6,378


29.8k

 University of North Texas @UNTSocial Jan 14, 2020

RT @RideDCTA: Skip the traffic and parking and #RideDCTA FREE to the @DentonBFF with the code word "DBFF20!" More info: https://t.co/pDsTo6...

of @RideDCTA


23.4k

 University of North Texas @UNTSocial Jan 21, 2020


RT @RideDCTA: Students, need a reason to #RideDCTA? We've got three! Check out our top three reasons why university students should #RideDC...

of @RideDCTA

23.4k


 Denton Black Film Festival @DentonBFF Jan 14, 2020

Experiencing Culture just got a little easier. Skip the traffic and parking hassles because @RideDCTA is providing free rides to #DBFF! Learn more at: ow.ly/TGhI50xVjSb #RideDCTA




9 0 | 945

19.2k







 DCTA @RideDCTA Jan 13, 2020

Hey students! Have you tried our A-train free fare zones yet? What are you waiting for! #RideDCTA and enjoy a fare-free ride! @UNTtransit @nctclions @txwomans bit.ly/2M97GvL



5 0 | 6,378

15.1k

	@TasharaParker	1	0	3,930
	@DentonBFF	4	9	3,780
	@NBCDFWCommunity	2	0	3,732
	@untBSU	1	0	3,294
	@dentonaut	1	0	2,177
	@DallasVideoFest	1	0	2,045

View contributors report »

TOP HASHTAGS

	TWEETS	CONTRIBUTORS	POTENTIAL IMPRESSIONS
#RideDCTA	101	24	489.8k
#WhyIRideDCTA	4	2	19.2k
#GetToKnowYourCust...	3	1	19.1k
#DBFF	11	11	17.9k
#TransitTipTuesday	2	1	12.8k

View hashtags report »

TOP URLS


	TWEETS	CONTRIBUTORS	POTENTIAL IMPRESSIONS
bit.ly/2QPQBg5	7	7	34.8k
bit.ly/37lbAXE	5	1	31.9k
bit.ly/37aCmrp	2	2	29.8k
bit.ly/2M97GvL	9	7	28.5k
bit.ly/2eajDi0	5	2	26.5k

View URLs report »


TOP LANGUAGES





	TWEETS	CONTRIBUTORS	POTENTIAL IMPRESSIONS
English	105	28	492.1k
Portuguese	2	2	440


View languages report »


DCTA @RideDCTA
Jan 22, 2020

The @DentonBFF starts today! Don't miss out on the festival because you were searching for parking — #RideDCTA FREE! bit.ly/2QPQBg5






11.2k


 3
 0
 6,378



DCTA @RideDCTA
Jan 9, 2020

We ♥ our riders! Watch some of our rider's testimonials on why they #RideDCTA bit.ly/37acNXN





8,299


 1
 0
 6,378



DCTA @RideDCTA
Jan 20, 2020

Hey students! Looking for inexpensive ways to get around? We've got you! Check out our blog about how to #RideDCTA for #free. @UNTsocial @nctclions @txwomans bit.ly/2SPqA1R





8,299

 1
 0
 6,378



DCTA @RideDCTA
Jan 14, 2020

Need help navigating how to #RideDCTA in college? We've got you! Check out our new student guide for taking transit! @UNTtransit @nctclions @txwomans bit.ly/2QTM3W4

8,299

 1
 0
 6,378


[View Tweets report »](#)

GEOGRAPHY



No location info available



THE CISION COMMUNICATIONS CLOUD Service Overview

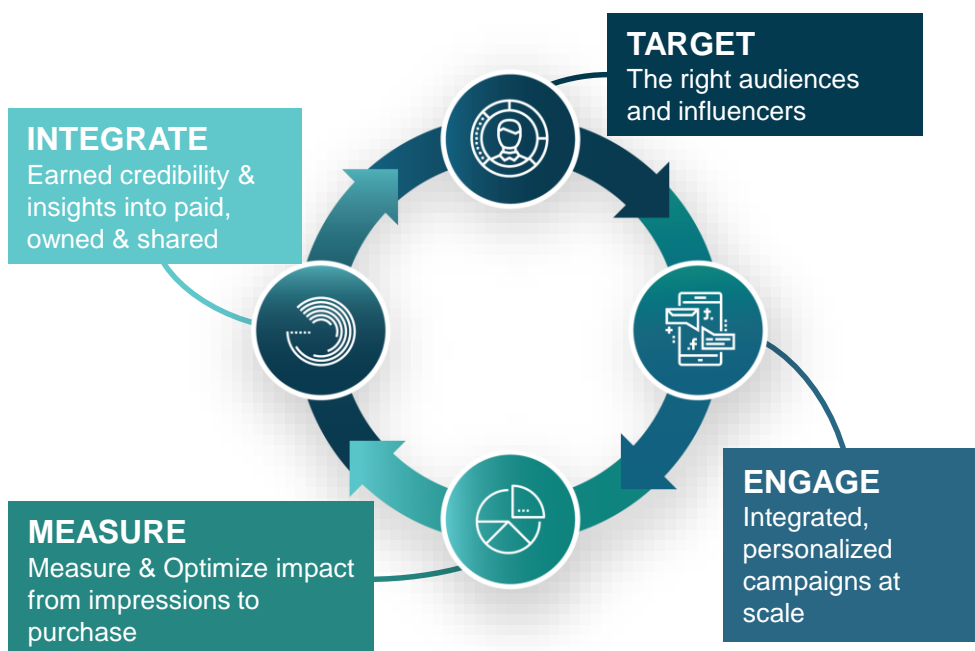
Executive Summary

The next generation Cision Communications Cloud™ will empower DCTA to react at the speed of news, personalize PR campaigns at scale, and integrate earned media across your organization. The Cision Communications Cloud delivers the world's most complete monitoring across all media types, personalized media and influencer engagement at scale, agile and insightful analytics, and full funnel measurement - from view to purchase. With your objectives including an increase in strategic communication, media analysis and quantifying impact of media efforts, the Cision Communications Cloud is a perfect fit.

The following includes detailed information on Cision's services, solutions, and overview of pricing. This document is provided for informational purposes only and is not a formal contract or agreement for services.

About Cision

Cision is the leading global provider of earned media software and services to public relations and marketing communications professionals. The Cision Communications Cloud allows users to identify key influencers, craft and distribute strategic content, and measure meaningful impact. Headquartered in Chicago, Cision serves more than 100,000 customers in 170 countries and 40 languages worldwide, and maintains offices in North America, Europe, the Middle East, Asia, Latin America and Australia.



**“Cision is
fast, simple,
powerful.”**

- G2 Reviewer

Our Expertise In PR & Communications Teams

With 1000's of Successful Implementations

Cision's Earned Media Management combines technology, data, processes, and analysis to modernize the comms function from an expense into a business driver. Cision has helped thousands of brands turn disjointed, unmeasurable PR and communications processes into organized, strategic functions at their organization.



CRISIS COMMUNICATIONS

Having an action plan in place when crisis arises.



COMPETITIVE INTELLIGENCE AND BENCHMARKING

Understanding your competitors and market.



MEDIA OUTREACH

Reaching the media who can tell your story.



CAMPAIGN TRACKING

Gathering content, contacts, and reports for an initiative in one place.



REPORTING

Understanding the outcomes and results of a campaign or activity.



Our Expertise In Technology

With 1000's of Successful Implementations

Cision's Earned Media Management combines technology, data, processes, and analysis to modernize the comms function from an expense into a business driver. Cision has helped thousands of tech firms turn disjointed, unmeasurable PR and communications processes into organized, strategic functions at their organization.



COMPETITIVE INTELLIGENCE

Keep up with what your key competitors are doing, the campaigns they are running, promotions that are happening and the reaction to their efforts.



PRODUCT LAUNCH

Technology is always evolving making new product introductions and updates part of everyday life.



THOUGHT LEADERSHIP

Thought leadership helps to differentiate you from close competitors through a unique vision of the market and the world.



Our Expertise In Non-Profits

With 1000's of Successful Implementations

Cision's Earned Media Management combines technology, data, processes, and analysis to modernize the comms function from an expense into a business driver. Cision has helped thousands of non-profits turn disjointed, unmeasurable PR and communications processes into organized, strategic functions at their organization.



CAUSE AWARENESS

Promoting awareness, donations, research, or activity surrounding a particular cause.



PARTNERSHIP MANAGEMENT

Effectively interfacing with partners and promoting the unique benefits of that partnership through earned media.



LEGISLATIVE AND REGULATORY MANAGEMENT

Staying up to date with developments in the state/federal government, and tracking the activities of opposing organizations.



Our Expertise in Retail & CPG

With 1000's of Successful Implementations

Cision's Earned Media Management combines technology, data, processes, and analysis to modernize the comms function from an expense into a business driver. Cision has helped thousands of retail and CPG companies turn disjointed, unmeasurable PR and communications processes into organized, strategic functions at their organization.



COMPETITIVE INTELLIGENCE

A deep understanding of the quality and quantity of your brand's competitors, their products, initiatives, and messages in the marketplace.



SEASONAL CAMPAIGNS

Promotions aligned to holiday calendars, ie: Back to School, Mother's Day, Memorial Day.



TRACK CELEBRITIES, INFLUENCERS, OR EVENTS

In Apparel, Fashion, or Lifestyle business models, providing products to influencers or dressing people for events.



Our Expertise in Education

With 1000's of Successful Implementations

Cision's Earned Media Management combines technology, data, processes, and analysis to modernize the comms function from an expense into a business driver. Cision has helped countless education institutions turn disjointed, unmeasurable PR and communications processes into organized, strategic functions at their organization.



THOUGHT LEADERSHIP

Position your institution as an authority a field or fields. Promote research, attract funding, students and faculty to your institution.



FACULTY AND STAKEHOLDER TRACKING

Uncover naturally occurring stories about faculty, staff, students, alumni, and other stakeholders to add depth to your earned media.



INTERVIEW REQUEST MANAGEMENT

Managing and offering experts to speak to topics in the news and enable those experts to effectively represent the institution.



Target

Lay the foundation for a great campaign. Take a data-driven approach to easily identify the influencers who drive the most value to your end-audience. Gain instant access to complete, dynamic and vetted influencer profiles. Leverage simple, yet powerful, tools to build better, long-lasting relationships.

The screenshot displays the Cision Influencers platform interface. At the top, there's a navigation bar with 'Cision', 'INFLUENCERS', 'CAMPAIGNS', and 'IMPACT'. Below this, a 'Contact Search' section shows a search filter for 'finance' with 0 out of 1,560 results. The interface features several profile cards:

- Chiara Ferragni**: A social media influencer with 402K followers on Twitter, 79 following, and 45.0K tweets. Her profile includes social activity and interests like Italy, Fashion, Music, Instagram, and Blogging.
- Jason Zweig**: An investing columnist at The Wall Street Journal. His profile lists contact information (Email: jason.zweig@wsj.com, Phone: 1(212) 416-2000) and subjects like Investor Relations, Mutual Funds, and Banking.
- Elise Strachan**: A multi-platform influencer with 3.27M reach, 5 relevance, 1 resonance, and 2 rank. Her profile lists topics like Desserts, Food, YouTube, Cupcakes, and Cooking.

On the right side, there's a sidebar titled 'Influencers Of' with a list of tags including Travel, Travel Writing, Tourism, Beach Vacations, Frequent Flying, Eurostar, and Air France.

Cision's Targeting Tools Deliver:

- **The largest, most robust database** with more than 1.4 M professional media profiles, outlets and opportunities
- **Comprehensive influencer targeting** with over 1 billion social influencers
- **Detailed audience insights** for data-driven influencer identification
- **AI powered workflows** to overhaul manual efforts and help make smarter decisions
- **Campaign management tools** to track and manage every influencer interaction

Engage

Cut through the noise and deliver the right message to the right person at the right time. Build better relationships with journalists and influencers through personalized, one-to-one outreach. Execute robust, multichannel campaigns with the industry's most trusted distribution network. Find the right mix of reach and relevance using modern engagement tools.

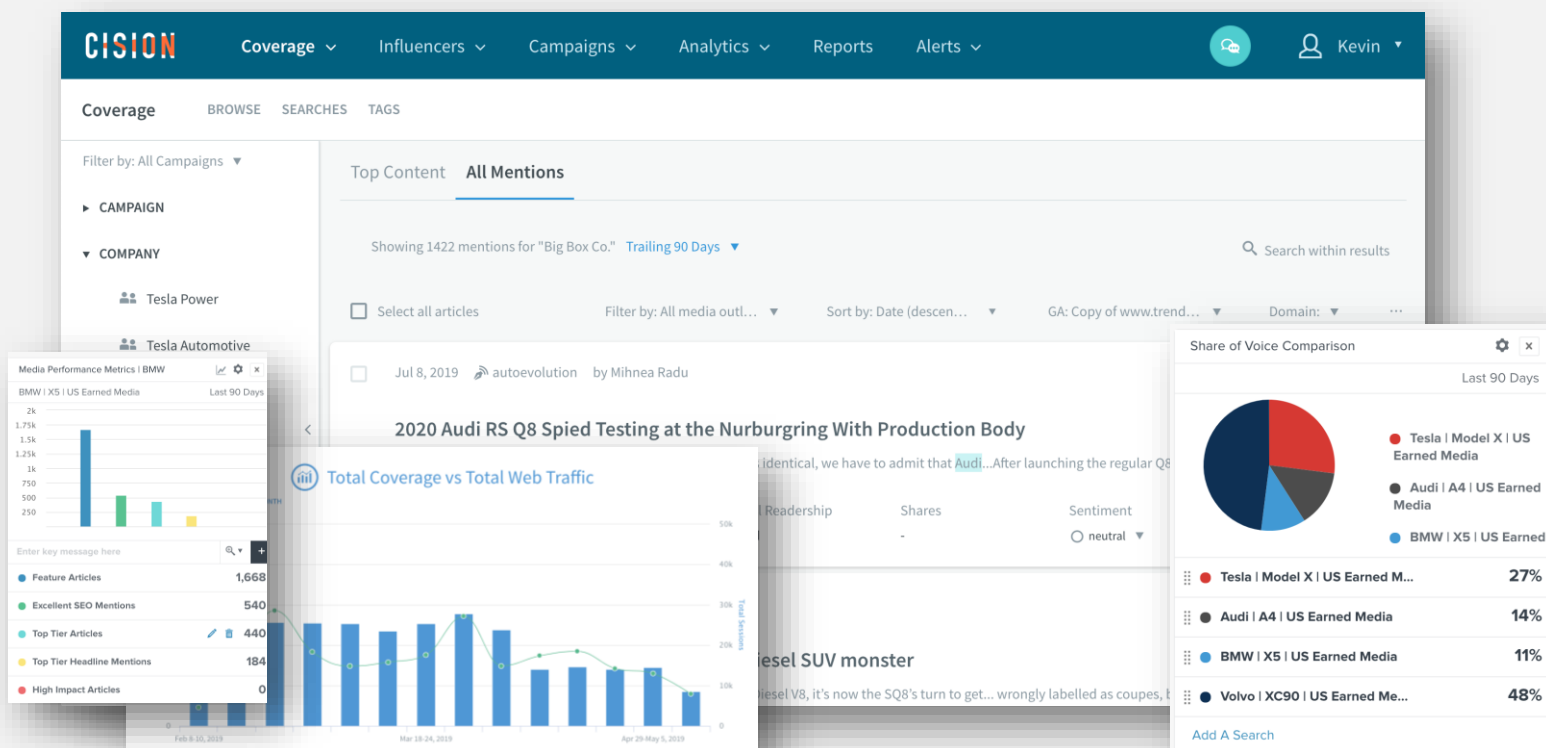
The screenshot displays the Cision News Release Order interface. The top navigation bar includes links for INFLUENCERS, CAMPAIGNS, NEWS, INSIGHTS, DISTRIBUTE, and IMPACT. The main heading is "News Release Order" with a subtext: "Upload your text and multimedia content and set options for distribution, targeting and timing." Below this, it states "You are working as C3TOOMCPRODTEST (831487)." The primary action is "1. Upload your release files" with a "Help with this step" link. An "Order Summary" tab is also visible. A "RELEASE FILES" section shows a grid of templates for selection. A circular badge in the bottom right corner reads "AICPA SOC aicpa.org/soc4so SOC for Service Organizations".

Cision's Engagement Tools Deliver:

- **PR Newswire's distribution network** reach audiences across traditional, online and social media
- **Industry-leading search visibility**, which generates 2x more traffic than our closest competitor
- **Integration with G Suite and Office 365** account for seamless, personalized email communications
- **Dynamic storytelling tools** to provide a journalist everything they need to write a compelling story
- **Best-in-class security** to protect your data and give your CTO peace of mind

Measure

Build end-to-end measurement programs that track campaign progress, attribute value, and demonstrate earned media ROI. Collect and organize key data points across the largest stream of print, online, broadcast, and social content to build the foundation of your earned media measurement program. From there, easy-to-use dashboard and reporting tools deliver agile, boardroom-ready visualizations and analytics that demonstrate campaign, program, and organizational performance.

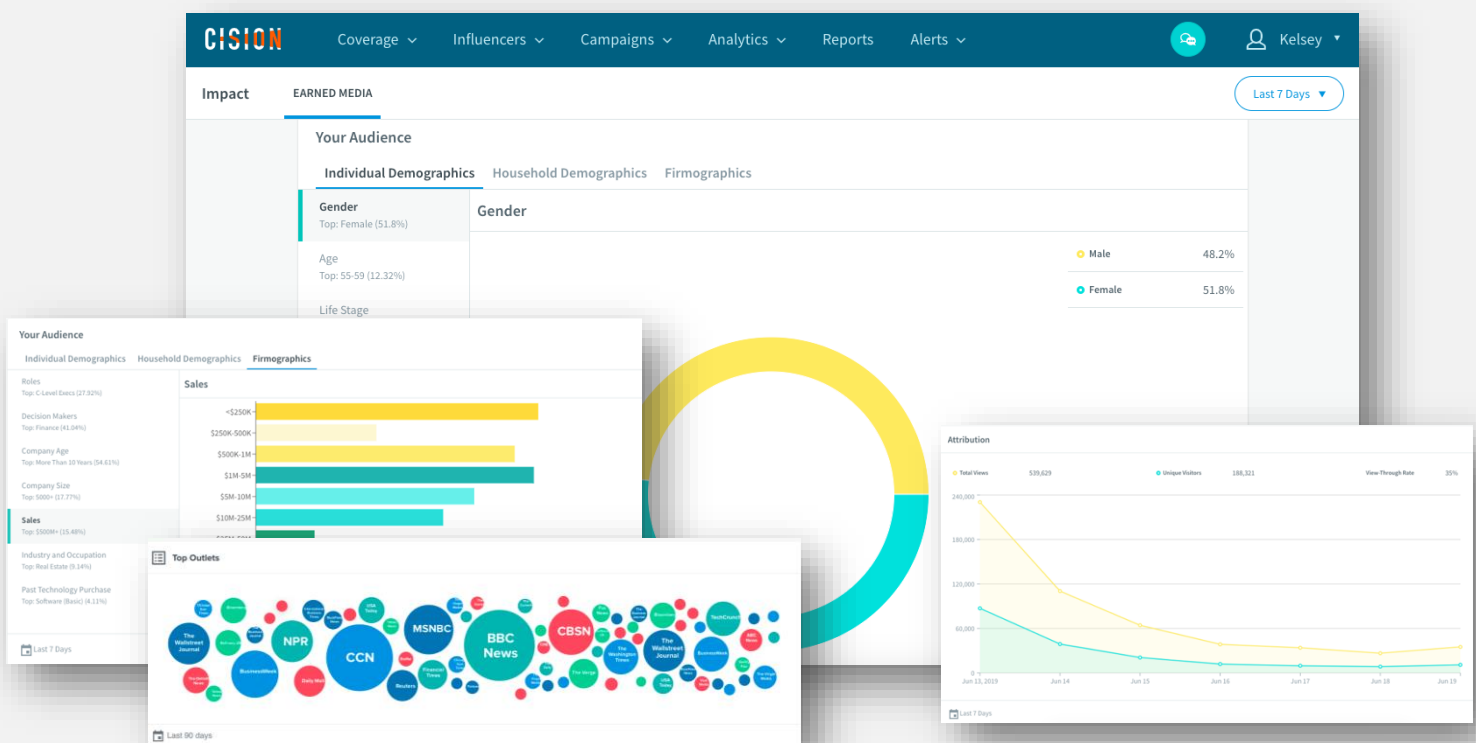


Cision's Measurement Tools Deliver:

- **Comprehensive coverage** across 190+ countries, 96 languages, and sentiment in 21 languages
- **Unlimited clips & mentions** from 7+ million global online media sources
- **Unlimited real-time alerts** and daily digests with unlimited recipients
- **Google Analytics or Adobe Analytics integration** with article specific and aggregate traffic data
- **Full API to integrate** earned media results with internal reporting
- **Social amplification and engagement reporting** to measure the full reach of a conversation
- **Image monitoring and tracking** for comprehensive monitoring across all online media

Integrate

Break down the silos and seamlessly integrate paid, owned and earned media. Get to know the individuals who consume your earned media across the web. Analyze downstream impact to understand how earned coverage influences customer behavior and attribute unprecedented value to PR. Leverage earned audiences and activate paid campaigns to drive PR attribution, customer engagement and higher conversion rates across multiple channels.

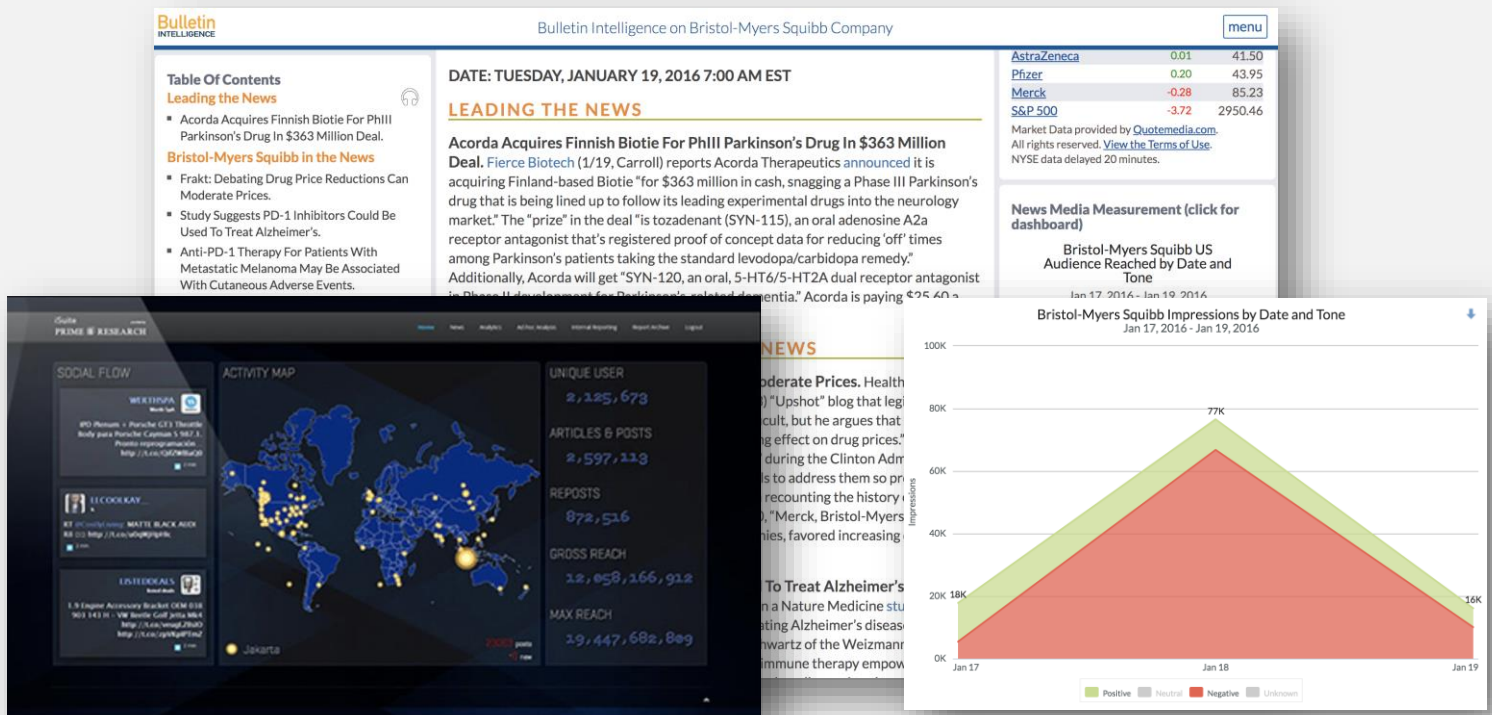


Cision's Integration Tools Deliver:

- **Precise, validated views** for virtually any earned media coverage across the internet
- **Human audience insights** with detailed demographics and firmographics to fully understand audiences
- **Detailed conversion data** to attribute business value of earned media coverage
- **Audience activation** to target and engage customized audiences through paid media campaigns

Insights

Layer human intelligence into your earned media management. Gain instant access to the news and market intelligence you need without any of the noise. Rely on a team of industry experts to power complicated quantitative measurement programs, data visualization, and qualitative media analysis at the speed of business. Receive strategic, actionable insights to efficiently manage media relations, reputation, and issues. Strike the right balance between industry-leading technology and human intelligence.



Cision's Professional Services Tools Deliver:

- **Customized daily briefings** curated for executive teams, aligned to business priorities
- **24/7 online dashboards** filter through 1B+ documents to provide real-time monitoring
- **Integrated, cross-channel view** of broadcast, traditional, online, social and Chinese media
- **Data scientists with sector expertise** to facilitate customization and configuration

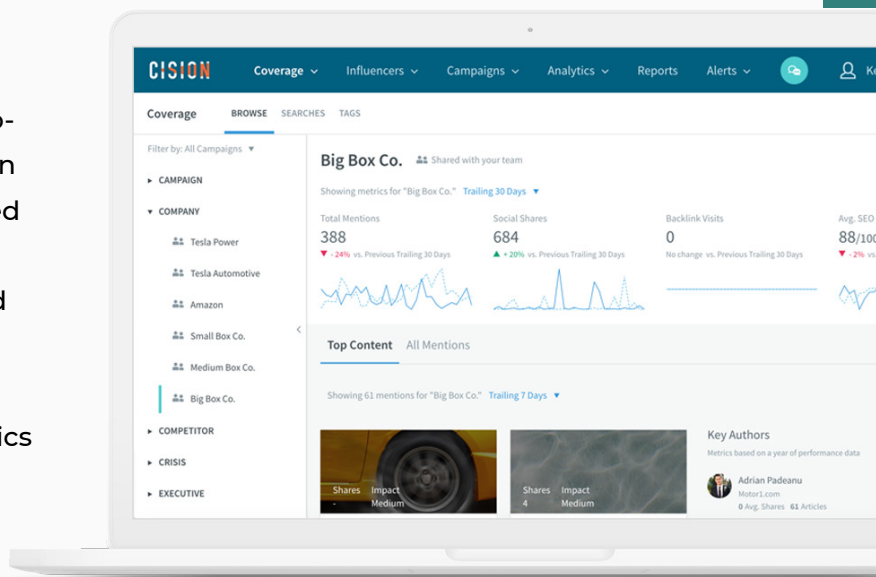


TRUE MEASUREMENT FOR EARNED MEDIA SUCCESS

Communications teams know data integration into campaign efforts is only rising. Today, even marketers are spending approximately the same amount for earned media (24%) as they do for paid media (25%). *The tide is changing and budget is starting to be set aside for earned media campaigns, but only for those with robust measurement and an ability to tie earned media efforts back to business results.*

PUTS COMMS IN CONTEXT WITH TRUE MEASUREMENT

Cision empowers communicators to build end-to-end measurement programs that track campaign progress, attribute value, and demonstrate earned media ROI. Collect and organize key data across the largest stream of print, online, broadcast, and social content to build the foundation of your earned media measurement program. Deliver agile, boardroom-ready visualizations and analytics with easy-to-use dashboard and reporting tools. Deliver business metrics that close the gap between paid, owned, and earned media.



ALIGN WITH BUSINESS RESULTS

COMPLETE MEDIA COVERAGE

Know the complete story behind your brand – monitor, track, and analyze the most complete collection of content sources in the industry: online, social, broadcast, and print in one unified platform.



UNIFIED MEASUREMENT

Free yourself from AVEs and 'potential reach' and start measuring real audience data that delivers individuals and audiences by age, gender, income and, most importantly, the content that drove them to take action on owned websites.



DEFINITIVE METRICS

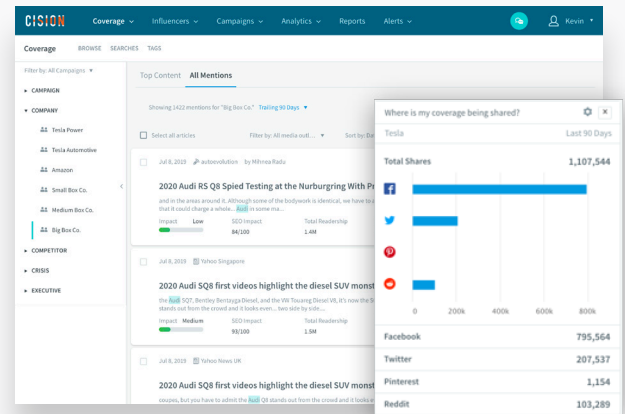
Establish conclusive metrics that prove earned media's contribution to business results just like Paid and Owned channels to give communication programs the credit they truly deserve.



* Cision White Paper - Earned Media Influential in Performance Marketing

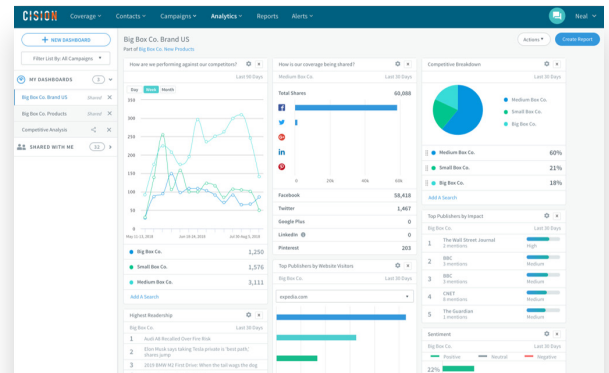
COMPREHENSIVE MONITORING

Complete coverage of online, social and traditional media allows communications professionals to listen with range, scope and depth. Cision provides 3 million+ stories daily across 169 countries and 69 languages — including 400,000+ online news sites, 4.3 million blogs, forums and review sites, 50,000 hours of daily global broadcast content, and more than 17,000 print publications.



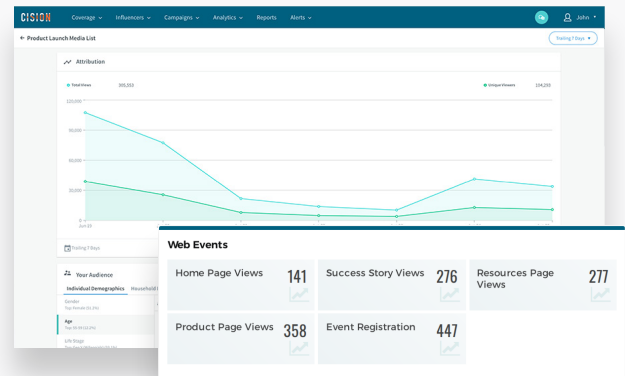
AUTOMATED ANALYTICS

Cision delivers fast, detailed earned media analysis, including sentiment, social engagement metrics, audience insights and more. Spike Alerts keep your finger on the pulse of conversations gaining momentum. Provide meaning behind social conversations from engagement to amplification of online earned media. Connect web analytics for added insight into coverage sending visitors back to your sites.



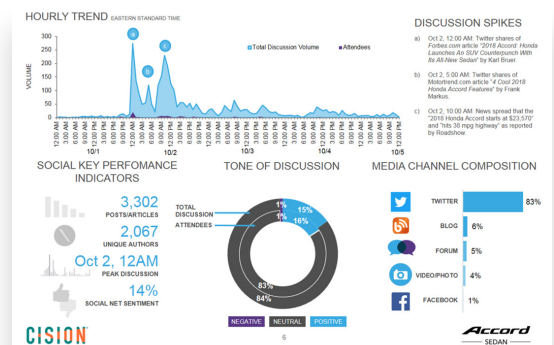
CISION IMPACT FOR EARNED MEDIA

Report on the real audience of third-party earned media content across the web for true metrics around reach and demographics and firmographics. Cision Impact gives you the data to confidently engage in the revenue attribution conversation, and highlight the bottom line impact of your hard work.



CISION INSIGHTS

Daily Intelligence Briefings are customized to every client and optimized for consumption across multiple media platforms. Cision's in-house team of expert analysts carefully craft briefings with unique informative headlines and story analyses that allow for easy scanning of key messages. Thousands of stories are boiled down to a quick, informative read for even the busiest executives.



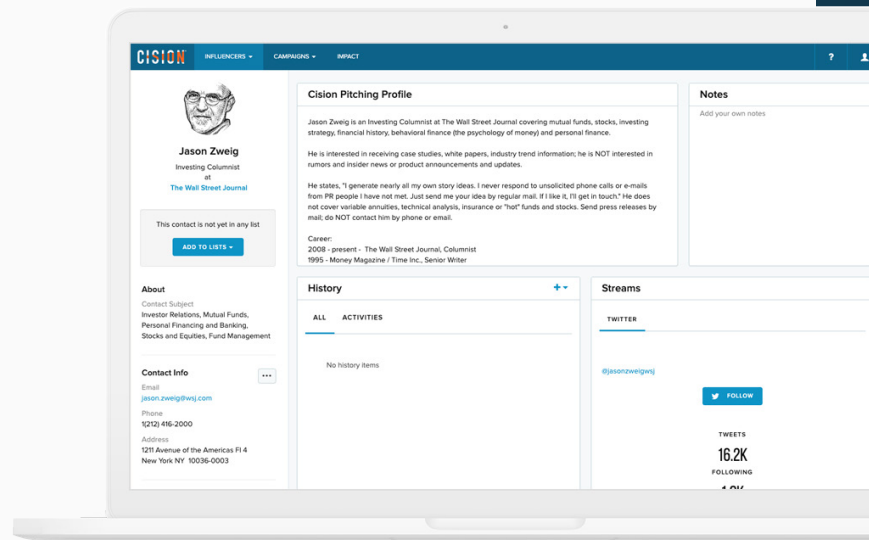


TARGET TRADITIONAL AND SOCIAL INFLUENCERS THAT AFFECT YOUR END CONSUMERS

As communicators craft content and secure earned media coverage, they face a complicated influencer landscape. Disruptions to the traditional media industry dwindled the size of editorial teams making it harder for communicators to get their stories to media professionals. As new media personalities with social media presence rise, communicators must determine how they have the potential to impact their end-customers.

ACCESS TOOLS TO CREATE A SUCCESSFUL CAMPAIGN

Cision Communications Cloud® delivers the most comprehensive media and influencer database for communicators. Laying the foundation for an effective campaign has never been simpler. Instantly gain access to complete, dynamic and vetted influencer profiles. Simple, yet powerful, tools to build lists and view influencer profile data allow marketers and PR professionals to uncover which influencers reach their target audience.



TAKE A DATA-DRIVEN APPROACH TO OUTREACH

START WITH AUDIENCE DATA TO DRIVE ENGAGEMENT

Influencer recommendations and audience insights, combined with the largest database in the industry, enable brands to identify relevant influencers that will engage target audiences and impact consumer behavior.



EXPAND OUTREACH BEYOND TRADITIONAL MEDIA

Keep up with the evolving media landscape and take influencer identification beyond traditional media. Gain immediate access to emerging social personalities and engage with them through their preferred channel.



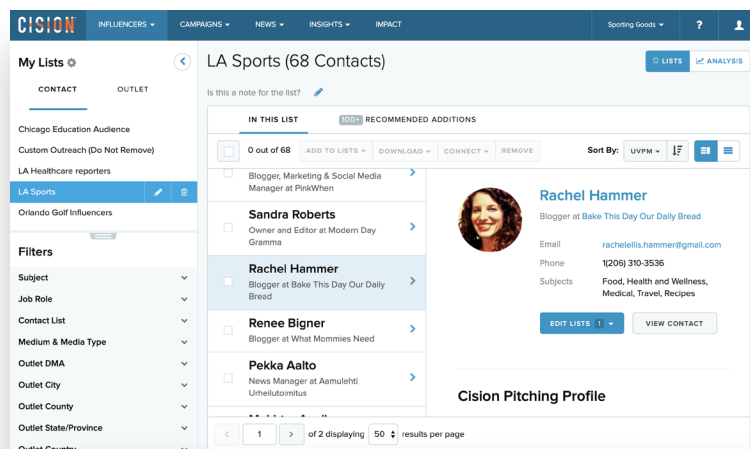
BUILD LONG-LASTING RELATIONSHIPS

By conducting outreach in a more targeted and data driven manner, communicators can make a better first impression, leading to improved media pickup and the development of stronger relationships.



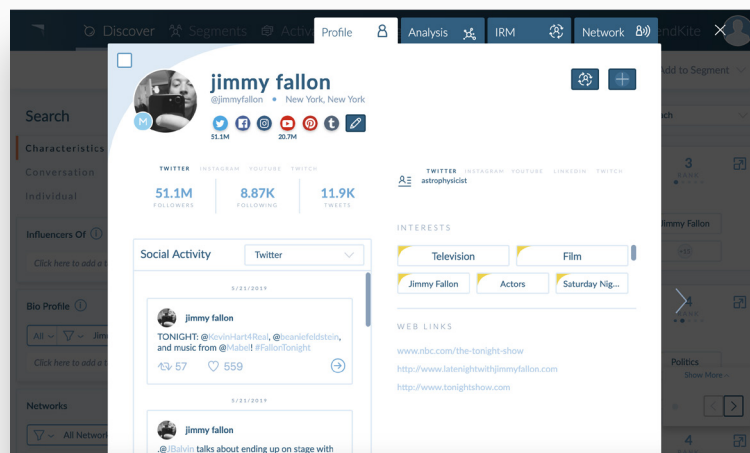
INDUSTRY-LEADING MEDIA AND INFLUENCER DATABASE

Tap into Cision's media database of over 1.4 M global media contacts, outlets and opportunities, in addition to its 925 M social influencers across more than 100 global networks. Cision's Media Research team makes over 20k updates per day so you can be confident that your pitch will be delivered to the right place.



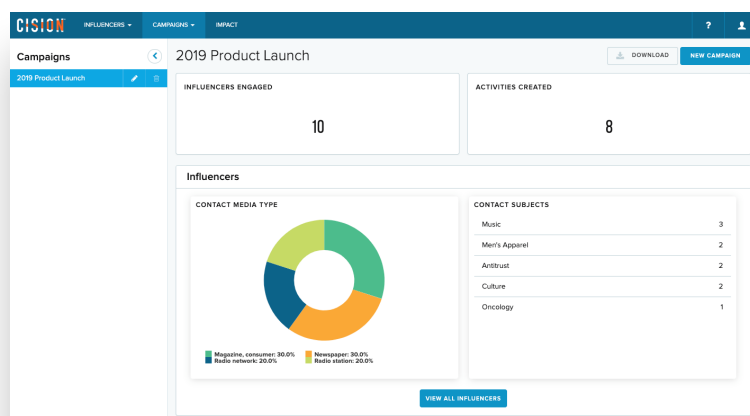
SEARCH AND FILTER CRITERIA TO FIND YOUR PERFECT FIT

Combine audience data with powerful search engine and filter criteria to pinpoint the most relevant influencers. Search by any number of options including most recent topics of coverage. Filter by geography, type of coverage, outlet, and more.



EASE AND PERSONALIZATION AT EVERY TURN

Cision delivers helpful tips to let you know your contact's preferences. Cision's activity tracking unlocks access to every influencer interaction to ensure personalized outreach. With integrated email and social engagement capabilities, clients can engage with key influencers across preferred channels.



Board of Directors Memo

March 26, 2020

SUBJECT: Consider Approval of Chevrolet Auto Parts Contract

Background

On January 14, 2020, DCTA issued RFB 20-06 for the purchase of Chevrolet Titan Bus Parts. A total of 3,172 email notices were sent to potential bidders. One (1) bid was received.

Identified Need

Parts will be ordered on an as needed basis to perform repairs and preventative maintenance on existing fleet.

Financial Impact

The contract shall be for one (1) year. The anticipated expenses for FY 2020 are not to exceed \$100,000. Funding for this agreement is available within the FY 20 operating budget. Expenses for future fiscal years will be included in the annual maintenance parts budget.

Recommendation

Staff recommends award to Creative Bus and requests authorization for the CEO to execute a contract for one year.

Exhibits

Exhibit 1 – Items to be awarded

Exhibit 2 – Request for Bid Package

Exhibit 3 – Creative Bus Bid

Submitted By



Christa Christian, CPPB, Senior Procurement Specialist

Final Review:



Michelle Bloomer, VP of Operations

Approval:



Raymond Suarez, CEO

Chevrolet Titan Bus Parts - 20-06

							Bidder Name									
Line Item	Item #	Product Code	Lot Name	Title	Unit	Qty	Price	Extended Price	Core Charges, if Applicable	Total Cost	Delivery Date after receipt of Order	Alt Price	Extended Price	Core Charges, if Applicable	Total Cost	Delivery Date after receipt of Order
54	20-06--15-01	171-0969	AC Delco	PARK BRAKE SHOES CHEVY TITIAN II	each	12	\$0.00	\$0.00	\$0.00	\$0.00	Not Awarded		\$0.00		\$0.00	
40	20-06--05-01	BH621677	Brakebest	RIGHTSIDE BRAKE LINE HOSE CHEVY T2	each	24	\$45.35	\$1,088.40	\$0.00	\$1,088.40			\$0.00		\$0.00	
41	20-06--05-02	BH621679	Brakebest	DRIVER SIDE FRONT BRAKE HOSE CHEVY T2	each	24	\$41.98	\$1,007.52		\$1,007.52			\$0.00		\$0.00	
1	20-06--01-01	BF3462Y-2PA	BRAUN	New BraunAbility RA300 Series Transit Ramp Wheelchair Lift	each	2	\$4,983.00	\$9,966.00		\$9,966.00			\$0.00		\$0.00	
2	20-06--01-02	BF34400A	BRAUN	PUMP W/C RAMP BRAUN CHEVY TITIAN II	each	2	\$740.63	\$1,481.26		\$1,481.26			\$0.00		\$0.00	
46	20-06--10-01	17792	BSI	BELT BRACKET KIT CHEVY TITAN	each	12	\$1,414.13	\$16,969.56		\$16,969.56			\$0.00		\$0.00	
35	20-06--03-01	18-4817	Cardone	FRONT LEFT BRAKE CALIPER CHEVY T 2	each	24	\$55.89	\$1,341.36	\$80.00	\$1,421.36	Core required, \$80.00 if not		\$0.00		\$0.00	
36	20-06--03-02	18B5290	Cardone	LEFT REAR BRAKE CALIPER CHEVY TITIAN	each	24	\$72.79	\$1,746.96	\$80.00	\$1,826.96	Core required, \$80.00 if not		\$0.00		\$0.00	
37	20-06--03-03	18B5291	Cardone	RIGHT REAR CALIPER CHEVY TITIAN II	each	24	\$70.79	\$1,698.96	\$80.00	\$1,778.96	Core required, \$80.00 if not		\$0.00		\$0.00	
38	20-06--03-04	18-4816	Cardone	FRONT RIGHT BRAKE CALIPER CHEVY T 2	each	24	\$58.79	\$1,410.96	\$80.00	\$1,490.96	Core required, \$80.00 if not		\$0.00		\$0.00	
39	20-06--04-01	16201	Carlson	REAR CALIPER BRAKE PIN RUBBER KIT	each	24	\$4.99	\$119.76		\$119.76			\$0.00		\$0.00	
43	20-06--07-01	747129	Ciao	SWITCH REMOTE MIRROR CHEVY TITIAN II	each	12	\$42.63	\$511.56		\$511.56			\$0.00		\$0.00	
47	20-06--11-01	89378	DAYCO	MAIN BELT TENSIONER CHEVY	each	36	\$61.63	\$2,218.68		\$2,218.68			\$0.00		\$0.00	
52	20-06--13-01	419010	Dorman	BELT TENSIONER ALT CHEVY TITIAN	each	24	\$49.79	\$1,194.96		\$1,194.96			\$0.00		\$0.00	
45	20-06--09-01	92292	Edelmann	POWER STEERING HOSE CHEVY TITIAN II	each	24	\$12.63	\$303.12		\$303.12			\$0.00		\$0.00	
42	20-06--06-01	BC22-2C150-B	Ford	CALIPER PIN KITS REAR FORD V10 & CHEVYT2	each	24	\$16.31	\$391.44		\$391.44			\$0.00		\$0.00	
48	20-06--12-01	K060938	GATES	MAIN BELT FOR CHEVY	each	36	\$19.63	\$706.68		\$706.68			\$0.00		\$0.00	
49	20-06--12-02	K060980	GATES	BELT ALT CHEVY TITIAN II	each	36	\$23.79	\$856.44		\$856.44			\$0.00		\$0.00	
50	20-06--12-03	K061010	GATES	BELT ALT CHEVY TITIAN II	each	36	\$23.79	\$856.44		\$856.44			\$0.00		\$0.00	
51	20-06--12-04	K061025	GATES	BELT AIR COMP. CHEVY TITAN II	each	36	\$24.50	\$882.00		\$882.00			\$0.00		\$0.00	
53	20-06--14-01	84020673	General Motors	FRONT SHOCK FOR CHEVY TITIAN II	each	24	\$45.46	\$1,091.04		\$1,091.04			\$0.00		\$0.00	
3	20-06--02-01	15936936	GM	MASTER CYLINDER FOR CHEVY TITIAN II	each	5	\$98.56	\$492.80		\$492.80			\$0.00		\$0.00	
4	20-06--02-02	19210708	GM	FRONT BRAKE PADS CHEVY TITIAN II	each	36	\$96.73	\$3,482.28		\$3,482.28			\$0.00		\$0.00	
5	20-06--02-03	88983902	GM	REAR BRAKE PADS CHEVY TITIAN II	each	36	\$98.79	\$3,556.44		\$3,556.44			\$0.00		\$0.00	
6	20-06--02-04	84031702	GM	BRAKE BOOSTER CHEVY TITIAN II	each	24	\$148.99	\$3,575.76	\$35.00	\$3,610.76	Cardone Brand \$35.00 Core		\$0.00		\$0.00	
7	20-06--02-05	20945027	GM	WINDOW CONTROLLER SWITCH CHEVY T 2	each	12	\$32.79	\$393.48		\$393.48			\$0.00		\$0.00	
8	20-06--02-06	19178433	GM	IDLER ARM CHEVY TITIAN II	each	36	\$129.79	\$4,672.44		\$4,672.44			\$0.00		\$0.00	
9	20-06--02-07	19258423	GM	UPPER RADIATOR HOSE CHEVY T 2	each	12	\$51.79	\$621.48		\$621.48		\$32.63	\$391.56		\$391.56	Gates Brand
10	20-06--02-08	19352773	GM	FUEL PUMP KIT CHEVY TITIAN II	each	12	\$189.14	\$2,269.68		\$2,269.68			\$0.00		\$0.00	
11	20-06--02-09	22921365	GM	GAS CAP CHEVY TITIAN II	each	24	\$18.46	\$443.04		\$443.04		\$5.23	\$125.52		\$125.52	Gates Brand
12	20-06--02-10	84106610	GM	HVAC CONTROL MODULE CHEVY TITIAN II	each	5	\$116.20	\$581.00		\$581.00			\$0.00		\$0.00	
13	20-06--02-11	15879432	GM	HEADLIGHT ASSEMBLY RIGHT CHEVY TITIAN II	each	5	\$49.63	\$248.15		\$248.15	TYC Brand		\$0.00		\$0.00	
14	20-06--02-12	19330625	GM	STEERING GEARBOX CHEVY TITIAN II	each	5	\$234.79	\$1,173.95	\$150.00	\$1,323.95	Cardone Brand \$150.00 Core		\$0.00		\$0.00	
15	20-06--02-13	25925452	GM	POWER STEERING PRESSURE HOSE CHEVY TITAN	each	5	\$60.79	\$303.95		\$303.95		\$30.59	\$152.95		\$152.95	Gates Brand
16	20-06--02-14	26095244	GM	PWR STEERING RESERVIOR CAP CHEVY T2	each	2	\$20.35	\$40.70		\$40.70			\$0.00		\$0.00	
17	20-06--02-15	84020664	GM	REAR SHOCK CHEVY TITIAN II	each	24	\$39.63	\$951.12		\$951.12	Monroe Shocks		\$0.00		\$0.00	
18	20-06--02-16	25747956	GM	STABILIZER BR LINK KIT CHEVY T 2	each	2	\$31.99	\$63.98		\$63.98		\$10.63	\$21.26		\$21.26	Moog Brand
19	20-06--02-17	25793550	GM	UPPER CONTROL ARM ASSY LEFT CHEVY	each	24	\$186.63	\$4,479.12		\$4,479.12		\$71.63	\$1,719.12		\$1,719.12	Moog Brand
20	20-06--02-18	25793553	GM	UPPER CONTROL ARM ASSY RIGHT CHEVY	each	24	\$186.63	\$4,479.12		\$4,479.12		\$71.63	\$1,719.12		\$1,719.12	Moog Brand
21	20-06--02-19	12479169	GM	DRAG LINK CHEVY TITIAN II	each	2	\$183.62	\$367.24		\$367.24			\$0.00		\$0.00	
22	20-06--02-20	15153952	GM	BUSHING LOWER CONTROL ARM CHEVY TITIAN I	each	24	\$21.63	\$519.12		\$519.12	Moog Brand		\$0.00		\$0.00	
23	20-06--02-21	19168473	GM	PITMAN ARM CHEVY TITIAN II	each	12	\$108.79	\$1,305.48		\$1,305.48		\$86.63	\$1,039.56		\$1,039.56	Moog Brand
24	20-06--02-22	19257595	GM	INNER TIE ROD CHEVY TITIAN II	each	24	\$74.79	\$1,794.96		\$1,794.96		\$43.79	\$1,050.96		\$1,050.96	Moog Brand
25	20-06--02-23	19303461	GM	OUTER TIE ROD CHEVY TITIAN II	each	24	\$19.63	\$471.12		\$471.12			\$0.00		\$0.00	
26	20-06--02-24	19136508	GM	IDLER ARM BRACKET ASSEMBLY CHEVY	each	12	\$68.79	\$825.48		\$825.48			\$0.00		\$0.00	
27	20-06--02-25	15715055	GM	REAR HUB FOR CHEVY TITAN II	each	12	\$155.75	\$1,869.00		\$1,869.00			\$0.00		\$0.00	
28	20-06--02-26	23147291	GM	HUB & FRT WHEEL BEARING CHEVY TITIAN II	each	24	\$173.49	\$4,163.76		\$4,163.76			\$0.00		\$0.00	
29	20-06--02-27	15127537	GM	REAR BRAKE ROTOR CHEVY TITAN	each	24	\$8.99	\$215.76		\$215.76			\$0.00		\$0.00	
30	20-06--02-28	15712803	GM	FRONT ROTOR CHEVY TITIAN II	each	24	\$96.99	\$2,327.76		\$2,327.76			\$0.00		\$0.00	
31	20-06--02-29	11588810	GM	WHEEL STUD CHEVY TITIAN II	each	100	\$8.13	\$813.00		\$813.00			\$0.00		\$0.00	
32	20-06--02-30	88891781	GM	SWAY BAR BRKT KIT REAR CHEVY TITIAN II	each	24	\$22.63	\$543.12		\$543.12			\$0.00		\$0.00	
33	20-06--02-31	15808251	GM	TRANS INLET COOLER LINE CHEVY T 2	each	6	\$20.88	\$125.28		\$125.28			\$0.00		\$0.00	
34	20-06--02-32	20985357	GM	TRANS COOLER LINES CHEVY T 2	each	6	\$90.79	\$544.74		\$544.74			\$0.00		\$0.00	
44	20-06--08-01	11-000-098	Pro Air	HEATER DEFROST FAN MOTOR CHEVY TITIAN II	each	12	\$42.63	\$511.56		\$511.56			\$0.00	\$2.00	\$2.00	
								\$94,068.97		\$94,573.97			\$6,220.05		\$6,222.05	

Solicitation 20-06

Chevrolet Titan Bus Parts

Bid Designation: Public



Denton County Transportation Authority

Bid 20-06
Chevrolet Titan Bus Parts

Bid Number 20-06
Bid Title Chevrolet Titan Bus Parts

Bid Start Date Jan 14, 2020 2:29:41 PM CST
Bid End Date Feb 13, 2020 3:00:00 PM CST
Question & Answer End Date Jan 28, 2020 5:00:00 PM CST

Bid Contact Christa Christian
Senior Procurement Specialist
cchristian@dcta.net

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 30 days

Bid Comments **Denton County Transportation Authority is requesting bids for Chevrolet Titan Bus Parts from qualified suppliers.**

Item Response Form

Item 20-06-02-01 - BRAUN: New BraunAbility RA300 Series Transit Ramp Wheelchair Lift
BF3462Y-2PA
Lot Description BRAUN
Quantity 2 each
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 2

Description

Provide Core charge if applicable

Item 20-06-02-02 - BRAUN: PUMP W/C RAMP BRAUN CHEVY TITIAN II
Lot Description BRAUN
Quantity 2 each
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205

Qty 2

Description

Provide Core charge if applicable

Item 20-06-03-01 - GM: MASTER CYLINDER FOR CHEVY TITIAN II

Lot Description GM

Quantity 5 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 5

Description

Provide Core charge if applicable

Item 20-06-03-02 - GM: FRONT BRAKE PADS CHEVY TITIAN II

Lot Description GM

Quantity 36 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 36

Description

Provide Core charge if applicable

Item 20-06-03-03 - GM: REAR BRAKE PADS CHEVY TITIAN II

Lot Description GM

Quantity 36 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 36

Description

Provide Core charge if applicable

Item 20-06-03-04 - GM: BRAKE BOOSTER CHEVY TITIAN II

Lot Description GM

Quantity 24 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-05 - GM: WINDOW CONTROLLER SWITCH CHEVY T 2

Lot Description GM

Quantity 12 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 12

Description

Provide Core charge if applicable

Item 20-06-03-06 - GM: IDLER ARM CHEVY TITIAN II

Lot Description GM

Quantity 36 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 36

Description

Provide Core charge if applicable

Item 20-06-03-07 - GM: UPPER RADIATOR HOSE CHEVY T 2

Lot Description GM

Quantity 12 each

Unit Price

Delivery Location Denton County Transportation Authority

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 12

Description

Provide Core charge if applicable

Item 20-06-03-08 - GM: FUEL PUMP KIT CHEVY TITIAN II

Lot Description GM

Quantity 12 each

Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 12

Description

Provide Core charge if applicable

Item 20-06-03-09 - GM: GAS CAP CHEVY TITIAN II

Lot Description GM

Quantity 24 each

Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-10 - GM: HVAC CONTROL MODULE CHEVY TITIAN II

Lot Description GM

Quantity 5 each

Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 5

Description

Provide Core charge if applicable

Item 20-06-03-11 - GM: HEADLIGHT ASSEMBLY RIGHT CHEVY TITIAN II

Lot Description GM

Quantity 5 each

Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 5

Description

Provide Core charge if applicable

Item 20-06-03-12 - GM: STEERING GEARBOX CHEVY TITIAN II

Lot Description GM
Quantity 5 each
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 5

Description

Provide Core charge if applicable

Item 20-06-03-13 - GM: POWER STEERING PRESSURE HOSE CHEVY TITAN
Lot Description GM
Quantity 5 each
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 5

Description

Provide Core charge if applicable

Item 20-06-03-14 - GM: PWR STEERING RESERVIOR CAP CHEY T2
Lot Description GM
Quantity 2 each
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 2

Description

Provide Core charge if applicable

Item 20-06-03-15 - GM: REAR SHOCK CHEVY TITIAN II
Lot Description GM
Quantity 24 each
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-16 - GM: STABILIZER BR LINK KIT CHEVY T 2
Lot Description GM
Quantity 2 each
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 2

Description

Provide Core charge if applicable

Item 20-06-03-17 - GM: UPPER CONTROL ARM ASSY LEFT CHEVY
Lot Description GM
Quantity 24 each
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-18 - GM: UPPER CONTROL ARM ASSY RIGHT CHEVY
Lot Description GM
Quantity 24 each
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-19 - GM: DRAG LINK CHEVY TITIAN II
Lot Description GM
Quantity 2 each
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 2

Description

Provide Core charge if applicable

Item **20-06-03-20 - GM: BUSHING LOWER CONTROL ARM CHEVY TITIAN I**
Lot Description **GM**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-03-21 - GM: PITMAN ARM CHEVY TITIAN II**
Lot Description **GM**
Quantity **12 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 12

Description

Provide Core charge if applicable

Item **20-06-03-22 - GM: INNER TIE ROD CHEVY TITIAN II**
Lot Description **GM**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-03-23 - GM: OUTER TIE ROD CHEVY TITIAN II**
Lot Description **GM**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-24 - GM: IDLER ARM BRACKET ASSEMBLY CHEVY**Lot Description** GM**Quantity** 12 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 12

Description

Provide Core charge if applicable

Item 20-06-03-25 - GM: REAR HUB FOR CHEVY TITAN II**Lot Description** GM**Quantity** 12 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 12

Description

Provide Core charge if applicable

Item 20-06-03-26 - GM: HUB & FRT WHEEL BEARING CHEVY TITAN II**Lot Description** GM**Quantity** 24 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 24

Description

Provide Core charge if applicable

Item 20-06-03-27 - GM: REAR BRAKE ROTOR CHEVY TITAN**Lot Description** GM**Quantity** 24 each**Unit Price**

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-03-28 - GM: FRONT ROTOR CHEVY TITIAN II**
Lot Description GM
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-03-29 - GM: WHEEL STUD CHEVY TITIAN II**
Lot Description GM
Quantity **100 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 100

Description

Provide Core charge if applicable

Item **20-06-03-30 - GM: SWAY BAR BRKT KIT REAR CHEVY TITIAN II**
Lot Description GM
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-03-31 - GM: TRANS INLET COOLER LINE CHEVY T 2**
Lot Description GM

Quantity **6 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 6

Description

Provide Core charge if applicable

Item **20-06-03-32 - GM: TRANS COOLER LINES CHEVY T 2**
Lot Description **GM**
Quantity **6 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 6

Description

Provide Core charge if applicable

Item **20-06-04-01 - Cardone: FRONT LEFT BRAKE CALIPER CHEVY T 2**
Lot Description **Cardone**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-04-02 - Cardone: LEFT REAR BRAKE CALIPER CHEVY TITIAN**
Lot Description **Cardone**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-04-03 - Cardone: RIGHT REAR CALIPER CHEVY TITIAN II**
Lot Description Cardone
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-04-04 - Cardone: FRONT RIGHT BRAKE CALIPER CHEVY T 2**
Lot Description Cardone
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-05-01 - Carlson: REAR CALIPER BRAKE PIN RUBBER KIT**
Lot Description Carlson
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-06-01 - Brakebest: RIGHTSIDE BRAKE LINE HOSE CHEVY T2**
Lot Description Brakebest
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-06-02 - Brakebest: DRIVER SIDE FRONT BRAKE HOSE CHEVY T2
Lot Description Brakebest
Quantity 24 each
Unit Price
Delivery Location Denton County Transportation Authority
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-07-01 - Ford: CALIPER PIN KITS REAR FORD V10 & CHEVYT2
Lot Description Ford
Quantity 24 each
Unit Price
Delivery Location Denton County Transportation Authority
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item 20-06-08-01 - Ciao: SWITCH REMOTE MIRROR CHEVY TITIAN II
Lot Description Ciao
Quantity 12 each
Unit Price
Delivery Location Denton County Transportation Authority
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 12

Description

Provide Core charge if applicable

Item 20-06-09-01 - Pro Air: HEATER DEFROST FAN MOTOR CHEVY TITIAN II
Lot Description Pro Air
Quantity 12 each
Unit Price
Delivery Location Denton County Transportation Authority
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane

Denton TX 76205

Qty 12

Description

Provide Core charge if applicable

Item 20-06-10-01 - Edelmann: POWER STEERING HOSE CHEVY TITIAN II**Lot Description** Edelmann**Quantity** 24 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 24

Description

Provide Core charge if applicable

Item 20-06-11-01 - BSI: BELT BRACKET KIT CHEVY TITAN**Lot Description** BSI**Quantity** 12 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 12

Description

Provide Core charge if applicable

Item 20-06-12-01 - DAYCO: MAIN BELT TENSIONER CHEVY**Lot Description** DAYCO**Quantity** 36 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA Bus Operations and Maintenance Facility

1101 Teasley Lane

Denton TX 76205

Qty 36

Description

Provide Core charge if applicable

Item 20-06-13-01 - GATES: MAIN BELT FOR CHEVY**Lot Description** GATES**Quantity** 36 each**Unit Price**

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 36

Description

Provide Core charge if applicable

Item **20-06-13-02 - GATES: BELT ALT CHEVY TITIAN II**
Lot Description **GATES**
Quantity **36 each**
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 36

Description

Provide Core charge if applicable

Item **20-06-13-03 - GATES: BELT ALT CHEVY TITIAN II**
Lot Description **GATES**
Quantity **36 each**
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 36

Description

Provide Core charge if applicable

Item **20-06-13-04 - GATES: BELT AIR COMP. CHEVY TITAN II**
Lot Description **GATES**
Quantity **36 each**
Unit Price

Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 36

Description

Provide Core charge if applicable

Item **20-06-14-01 - Dorman: BELT TENSIONER ALT CHEVY TITIAN**
Lot Description **Dorman**

Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-15-01 - General Motors: FRONT SHOCK FOR CHEVY TITIAN II**
Lot Description **General Motors**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Provide Core charge if applicable

Item **20-06-16-01 - AC Delco: PARK BRAKE SHOES CHEVY TITIAN II**
Lot Description **AC Delco**
Quantity **12 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA Bus Operations and Maintenance Facility
1101 Teasley Lane
Denton TX 76205
Qty 12

Description

Provide Core charge if applicable



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	20-06 Request for Bid		
TITLE	Chevrolet Titan Bus Parts		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	
QUESTIONS DUE	January 28, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	January 31, 2020 by 5:00 pm CST
DUE DATE/TIME	February 13, 2020 at 3:00 pm CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Christa Christian, CPPB procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-04 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

Submission of a bid constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful offeror (if any), this procurement solicitation document (entitled "Request for Bid") together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the Contract documents.

2. CONTRACT TERM

The initial term of the contract shall be for one (1) year with the option to renew for two (2) additional one (1) year terms.

3. PRICE ADJUSTMENTS

Any price change requests for the renewal periods must be submitted in writing sixty (60) days prior to the expiration of the current term. Requests for price adjustments are the responsibility of the bidder. In the event DCTA does not receive the price adjustment requests sixty (60) days prior to the expiration date all pricing shall remain during the next term.

4. PRODUCTS AND SCOPE OF SERVICES:

Brake, engine and suspension parts for 2012 Chevrolet Titan furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. Bids must be brand name or equal items. Description links listed on the bid spreadsheets reflect the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified herein. The use of brand names is intended to be descriptive rather than restrictive.

- **PRICING**

Provided in the Bid by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. DCTA will not pay charges that are not stipulated in our contracts.

- **PRODUCT SUBSTITUTION**

Item substitutes must be authorized and must be billed at contracted price. Substitute items must be equal to or greater.

- **CAPACITY**

Vendor must prove beyond any doubt to DCTA that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

- **CORE EXCHANGE/CHARGES**

All parts supplied which require core exchange shall be monitored by the Contractor(s) to ensure proper cores are returned to the Contractor(s). Core credit is to be issued within 30 days of receipt. Any core that is not usable or not returned shall be billed at the core price specified in this bid for that particular part.

- **ESTIMATED QUANTITIES**

The estimated quantity to be purchased may be more or less. DCTA is not obligated to purchase any minimum amount, and may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. DCTA will order on an as needed basis.

- **MINIMUM ORDER**

There is no minimum order on this contract.

- **RETAIL SALES ESTABLISHMENTS**

Retail Sales Establishments are defined as any facilities that the Contractor(s) uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor(s) conducts regular business transactions at either the retail or wholesale level.

Contractor(s) facility should provide:

- Walk-In and will-call order system during regular work hours.
- Customer service associate to support walk-in and will-call order system.
- Itemized sales receipts for all walk-in and will-call transactions.
- Availability of delivery.

- **ORDERING METHODS**

Contractor(s) shall accept, the following ordering methods:

- Telephone
- Electronic (email)
- Over-the-counter/walk-in
- Online (internet)
- US Mail
- *Phone Orders* – Contractor(s) will accept orders via telephone as part of this contract. Telephone orders must be accepted between the hours of 7:00 AM and 7:00 PM Central Standard Time (CST), Monday through Friday.
- *Electronic (email) Orders* – Contractor(s) will accept orders via email as part of this contract. An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.
- *Walk-in Orders* - see Retail Sales Establishments above
- *Internet/Web Orders* – Contractor(s) will accept orders via internet/web as part of this contract. Web address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Internet/web access must be 24 hours but orders must be accepted by the Contractor(s) between the hours of 7:00 AM and 7:00 PM Central Standard Time (CST), Monday through Friday.

- **ORDERING CONTACT**

Contractor(s) shall provide the following ordering information to be used by DCTA:

- Email address

- Toll free phone number
- Toll free fax number
- Mailing address

- **ORDER ACKNOWLEDGEMENT**

The Contractor(s) will provide an order receipt acknowledgment via email or facsimile within one business day after receipt of an order. The acknowledgement will include:

- Purchase Order Number
- Description of goods and/or related products purchased
- Total Cost
- Delivery Date
- Identification of any Out of Stock Items

- **OUT-OF-STOCK REMEDY**

In the event of an out-of-stock item, DCTA shall have the option to either request backorder or cancel the item from order, upon receipt of order acknowledgement identifying that said items are unavailable. Under no circumstances is the Contractor(s) permitted to make unauthorized substitutions or cancellations.

- **RE-MANUFACTURED PARTS**

The Contractor(s) may provide remanufactured parts when new parts are not available and with authorization of DCTA. Used, previously installed or shop-worn parts shall not be accepted.

- **DELIVERY SCHEDULES**

The Contractor(s) will deliver product within the one (1) allotted business days per the contract requirement, unless otherwise agreed to by DCTA. Delivery hours for DCTA are between the hours of 7:00 AM and 7:00 PM Central Standard Time (CST), Monday through Friday. Contractor(s) must notify DCTA within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified in the contract.

- **DELIVERY FROM COMMERCIAL OUTLETS**

Delivery of standard in-stock items from Contractor's local commercial store shall be accomplished within two hours. Delivery for non-standard, special order items will be accomplished by a scheduled delivery.

- **OVER THE COUNTER DELIVERY**

Contractor(s) shall provide over the counter order and delivery at all of its commercial locations.

- **FREE ON BOARD (F.O.B.) DESTINATION (SHIPPING TERMS)**

All prices offered shall be F.O.B. destination. Responsibility and liability for loss or damage for all orders shall remain with the Contractor(s) until final inspection and acceptance, when all responsibility shall pass to DCTA, except the responsibility for latent defects, fraud, and the warranty obligations. All emergency or rush deliveries that require special shipping and handling should be at DCTA's expense, with prior approval. Emergency or rush shipping charges shall be added to an invoice as a separate line item. In the event an emergency or

rush delivery is required as the result of a Contractor(s)'s error; all shipping cost shall be paid by the Contractor(s).

- **DELIVERY RESPONSIBILITY**

DCTA will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative of DCTA.

- **SHIPPING REQUIREMENTS**

The Vendor shall take necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- a) Vendor's name and address;
- b) DCTA's purchase order number;
- c) Container number and total number of containers, e.g. box 1 of 4 boxes; and
- d) The number of the container bearing the packing slip (must accompany all goods delivered).

The packing slip (or shipping ticket) must state clearly purchase order number, packing slip number, number of items, stock number, destination of delivery and delivery date. Vendor shall bear cost of packaging unless otherwise provided.

- **MANUFACTURER WARRANTY**

The Contractor(s) agrees to honor all manufacturers' warranties and guarantees on all products offered as part of the Agreement. The Contractor(s) understands that if warranty extends beyond the term of the Contract, the Contractor(s) must agree to provide warranty services throughout the life of the warranty. These parts must be warranted to be free of defective parts and workmanship, provided they are properly installed on the vehicle for which they were intended, for the time and mileage shown in the product literature or catalog. Statement of warranty is to be provided by Contractor(s) with items delivered under this Agreement. For all items ordered, warranty begins on the date of delivery.

- **RETURN POLICY**

Items purchased under this contract may be returned at no cost for a full refund if item is unused, in its original packaging and within thirty (30) calendar days of its delivery. Contractor(s) shall be responsible for picking up all returns within seven (7) working days of advance, written notification to include email and fax.

- **CREDIT POLICY**

Contractor(s) will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties.

Contractor(s) shall provide credit for the following items:

- Items shipped in error
- Items that are returned within 30 calendar days of delivery
- Defective or freight-damaged items

The Contractor(s) cannot require DCTA to deal directly with the manufacturer. In all cases, DCTA shall have the option of taking an exchange or receiving a credit.

- **RESTOCKING FEES**

Contractor(s) will not impose a restocking fee on the Purchasing Entity under this Agreement for the following:

- Item(s) returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned unopened in an original packaging
- Items that are returned, but exchanged for other item

- **PRODUCT RECALL PROCEDURES**

The Contractor(s) shall provide recall notification, regardless of level, in writing to DCTA. Contractor(s) agrees to use commercially reasonable efforts in identifying the applicable manufacturer in order that DCTA may work with such manufacturer to handle any applicable recall issues.

- **OPEN MARKET**

If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, DCTA reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

- **INVOICING**

The Contractor(s)'s invoice must identify, at a minimum, the information listed below:

1. Contract Number
2. DCTA's Purchase Order Number
3. Delivery Address of the order
4. Product(s) description
5. Manufacturer's product number
6. Quantities issued
7. Price per unit(s) and extended price(s)
8. Date ordered
9. Date delivered
10. Listing of returns or backorders

Failure to submit invoices to accounts payable can result in a delay in payment.

- **CONTRACT USAGE REPORT**

CONTRACTOR(S) will track sales for DCTA through a Point of Sale system in order to supply quarterly reporting that will include the Agency's name, Spend, Invoice Number, Purchase Order Date, Contract Line Item Number, Manufacturer, Manufacturer Part Number, SKU#, Item Description, Unit of Measure, Quantity in Unit of Measure, Quantity, Contract Unit Price, Extended Contract Price, and Index Date in an Excel format by the designated due date for the appropriate quarter.

- **AD HOC REPORTING**

The Contractor(s) shall have the ability to provide ad hoc reports at no cost.

- **INDEFINITE QUANTITY CONTRACT**

This is an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.

- **CERTIFICATION OF SPECIFICATIONS COMPLIANCE**

Contractor(s) certifies all products proposed in the bid meet or exceed all requirements of this specification as set forth in the request.

5. FREIGHT / DELIVERY CHARGES

Shall be included in the bid price. No additional fees for delivery or freight shall be paid by DCTA.

6. SAMPLES / DEMOS

When requested, samples/demos shall be furnished to the Authority at no expense.

7. DESCRIPTIVE LITERATURE

If bidding and equal, bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Request for Bid may result in rejection of the bid or that part of the bid.

8. TECHNICAL INFORMATION

All bidders shall furnish technical information, bulletins and/or product identification specifications for each item bid. Material Safety Data Sheets and any required warnings regarding the safe use of the product(s) shall be included with bid.

9. DCTA SERVICE/DELIVERY LOCATIONS:

The locations include, but are not limited to, the following:

Bus Operations and Maintenance
1101 Teasley Lane
Denton, TX 76205

DCTA reserves the right to add, delete or change delivery locations during the term of the contract.

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

The DCTA reserves the right to cancel this RFB or cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in DCTA's best interest. In no event shall the DCTA have any liability for the cancellation of award. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

2. EVALUATION AND AWARD OF CONTRACT

The Owner reserves the right to reject any and all bids, cancel and reissue the solicitation, waive any and all informalities except for the time of submission of the Bid and to negotiate contract terms with the Successful Bidder. The Owner also reserves the right to reject all nonconforming, non-responsive, unbalanced or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, the owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, unit prices, completion time, and other data, as may be requested in the Bid form or prior to the Notice of Award.

Because bids and offers can at times be ambiguous, DCTA reserves the right to request additional information before making an award. DCTA also reserves the right to seek clarification from any bidder or offeror about any statement in its bid that DCTA finds ambiguous.

The Owner may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as requested by the Owner.

The Owner may consider its past experience with the Bidder and any Subcontractors, Suppliers or other persons or organizations proposed to perform any portions of the Work, and the Owner reserves the right to reject any and all bids from persons or organizations with whom the Owner has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial stability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. DCTA may award the contract to responsible bidders/proposers possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as bidders/proposers integrity, compliance with public policy, record of past performance, and financial and technical resources.

If contract is to be awarded, it will be awarded to the lowest responsive responsible Bidder whose bid will be in the best interests of the DCTA. DCTA will award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple bidders, to add and delete items and/or to order from multiple bidders.

The Procurement Manager shall recommend the bidder determined to be the lowest responsive and responsible bidder to the Denton County Transportation Authority Board of Directors. Based on the evaluation committees recommendation the DCTA Board of Directors will authorize the DCTA President to enter into a contract with the selected bidder.

3. ADDENDUM

The contents of all addendums sent to bidder are to be incorporated in the RFB documents and will become part of the contract documents.

4. PROOF OF INSURABILITY

Bidder must submit proof of insurability with their bid. Proof of insurability can be in the form of a letter from the Bidder's insurance provider stating the provider's commitment to insure the Bidder for the types of coverages and levels of coverages specified in this RFB.

5. CONFIDENTIALITY

It is in the public interest for the DCTA to receive as many bids as possible. The DCTA acknowledges the possible confidential nature of any aspect of the bid including the cost or price information requested by the Request for Bids, and the DCTA obliges itself in good faith not to disclose any page of the bid containing information which the Bidder clearly marks as confidential during the evaluation process. After contract award, disclosure of information shall be made only in accordance with Texas law and applicable Federal requirements.

6. TAXES

DCTA is tax exempt and shall furnish the successful bidder with the necessary tax exemption certificate.

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, BIDDER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND BIDDER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, BIDDER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON BIDDER'S BEHALF, CAUSED BY BIDDER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

BIDDER ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT ITS COST AND

EXPENSE. THE BIDDER FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE BIDDER.

BIDDER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, BIDDERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON BIDDER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF BIDDER'S OR ANY OTHER PERSON WORKING ON BIDDER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR BIDDER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE BIDDER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A BIDDER'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BIDDER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A BIDDER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE BIDDER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE BIDDER, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, BIDDER SHALL INDEMNIFY DCTA FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY BIDDER ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.

By the execution and submission of this bid, bidder acknowledges bidder has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

DCTA shall pay the BIDDER, upon the submission of proper invoices. Unless otherwise specified in this contract, payment shall be made within thirty (30) days of receipt of a complete and correct invoice.

Bidder's invoices for the services rendered shall be submitted to the following address.

DCTA Accounts Payable
PO Box 96
Lewisville, TX 75067
accountspayable@dcta.net

9. ASSIGNMENT

The successful bidder shall not assign, sell, transfer or convey the agreement completely or in part, without the prior written consent of DCTA.

10. VENUE

The agreement will be governed and construed according to the laws of the State of Texas; and venue for any action concerning this contract shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties, that successful bidder, in satisfying conditions in this contract, is acting independently, and that DCTA assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by successful bidder pursuant to this contract shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. Successful bidder shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or not performed in a good workmanship like manner. In this event, DCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the work. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the work within the specified time or not performed in a good workmanship like manner, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article, if:

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of

God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.
- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

14. ADMINISTRATIVE REMEDIES

Denton County Transportation Authority reserves the right to accept or reject any and/or all bids, to waive any formalities and/or irregularities and to award the Contract in the best interest of the DCTA.

By submission of a bid in response to this solicitation, the Bidder agrees to exhaust its administrative remedies under DCTA's Procurement Regulations or Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any related contract. Protests relative to this procurement will be reviewed and adjudicated by DCTA in accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

15. OPEN RECORDS

All responses submitted to DCTA become the property of DCTA and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall DCTA, or any of its agents,

Representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the RFB.

If a firm/individual has special concerns about information that it desires to make available to DCTA, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate each page of that information, which the Bidder believes, should not be disclosed outside DCTA. Disclosure of requested information will be subject to the Texas Public Information Act.

16. CONTRACT

The successful Bidder may be required to execute a contract prepared and approved by DCTA General Counsel.

17. PROHIBITION OF BOYCOTT ISREAL

Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

DCTA is prohibited from entering into a contract with a company that does business with Iran, Sudan, or a foreign terrorist organization.

19. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

20. ASSIGNMENT OF PERSONNEL

Contractor agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

21. EMPLOYMENT OF PERSONNEL

Contractor agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Contractor shall not be employees of, nor have any contractual relationship with DCTA. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required.

22. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would 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.

23. USE OF SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

No work or services under this Contract shall be subcontracted without the prior written approval of DCTA. DCTA reserves the right to reject any subcontractors proposed to be utilized on this project.

24. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must make available to DCTA copies of all DBE subcontracts upon request. The subcontractor shall ensure that all subcontracts or agreements with the Prime to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.55.

25. INSPECTION OF WORK

DCTA shall have the right to review and inspect the progress of the work described herein at all times.

26. COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. All reports, maps, and other documents produced under this contract shall become the property of DCTA. The Contractor shall, at its expense, defend all suits or proceedings instituted against DCTA and pay any award of damages assessed against DCTA in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right.

27. PROPRIETARY RIGHTS

Contractor agrees not to release data or information about the results of the project to any person outside of DCTA without first obtaining written authorization to release such information from DCTA.

28. OWNERSHIP OF DOCUMENTS

The parties agree and understand that any and all documents produced under this Contract are the sole and exclusive property of DCTA and DCTA retains ownership of all such documentation including, but not limited to, studies, plans, specifications, intellectual property and all related documents. To the extent necessary, CONTRACTOR HEREBY ASSIGNS AND TRANSFERS ANY AND ALL COPYRIGHTS TO DCTA.

29. MAINTENANCE OF RECORDS

Bidder must maintain records to show actual time involved in performance of the Work.

30. CHANGES BY CONTRACTOR

If, during the performance of Work under the Contract, the Contractor finds it impracticable to comply strictly with the specifications, the Contractor will notify the DCTA Project Manager and Procurement Manager immediately in writing.

31. WRITTEN ACCEPTANCE BY DCTA

Any bids by Contractor that vary or add to this Contract shall be construed as additional terms or modifications and shall not become part of the Contract unless accepted in writing, by DCTA.

32. CHANGE ORDERS / CONTRACT MODIFICATIONS

All requests for changes in the work must be submitted in writing to the DCTA Project Manager. Changes shall be made only with the prior approval DCTA and only by appropriate written Change Order or Contract Modification as appropriate. The Procurement Manager may, at any time, by a written Change Order or Contract Modification, and without notice to the Surety (if any), make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Procurement Manager shall also make an equitable adjustment in the Contractor's compensation.

33. WHOLE AGREEMENTS

The Contract constitutes the whole of the agreement between the parties hereto and neither thereof has been induced to make or enter into the Contract by reason of any promise, agreement, representation, statement, or warranty other than contained herein.

34. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

35. TITLES AND HEADINGS FOR CONVENIENCE ONLY

As used throughout this Contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.

36. COMPENSATION

The bidder shall be compensated for work in performance of the contract and per the agreed upon fees. The bidder shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

37. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Denton County Transportation Authority. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts and must be included in contracts between the Denton County Transportation Authority, the prime contractor, sub contracts and sub-recipients.

38. RETAINAGE

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Denton County Transportation Authority. This clause applies to both DBE and non-DBE subcontracts.

39. MINORITY OWNED FINANCIAL INSTITUTIONS

In accordance with the requirements of 49 CFR Part 26, and grant agreements between DCTA and the Department of Transportation (DOT), to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. Information regarding financial institutions may be obtained on-line from the Federal Reserve at <http://www.federalreserve.gov/Releases/mob/current/default.htm>

40. NON-DISCRIMINATION

The contractor, sub-recipient 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 CFR 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:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

41. GRATUITIES

It shall be unethical for any person to offer, give, or agree to give any DCTA officer or former DCTA officer, or for any DCTA officer or former DCTA officer to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation therefore.

42. FUNDING

Funds for payment have been provided through the DCTA budget approved by the Board of Directors for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current DCTA fiscal year shall be subject to budget approval.

43. FEDERAL FUNDS

DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and as a recipient of federal funds specific clauses and certifications must be included in any contract that involves the disbursement of federal funds. If federal dollars will be utilized under this contract Bidders must adhere to the clauses and certifications if applicable. All required clauses and certifications will be included if applicable.

44. PROCUREMENT OF RECOVERED MATERIALS

If federal dollars are utilized for this project all contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

45. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INSURANCE REQUIREMENTS

Bidders performing work on DCTA's behalf shall provide the DCTA a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Bidders shall provide DCTA evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the bidder's policy. Work shall not commence until insurance has been approved by DCTA.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A- or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. DCTA reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

COMMERCIAL GENERAL LIABILITY:

- Bodily Injury/Property Damage per occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000
- Fire Damage \$100,000
- Medical Expense \$5,000

BUSINESS AUTO LIABILITY

to include coverage for:

- Owned/Leased vehicles
- Non-owned vehicles
- Hired vehicles
- Combined Single Limit \$1,000,000

WORKERS' COMPENSATION EMPLOYERS' LIABILITY

to include:

each accident

Disease Policy Limits

Disease each employee

Statutory Limits per occurrence

- Each accident \$1,000,000
- Disease Policy Limits \$1,000,000
- Disease each employee \$1,000,000

PROFESSIONAL LIABILITY (MAY NOT BE APPLICABLE)

- \$1,000,000 per claim
- \$1,000,000 per aggregate

ADDITIONAL INSURED:

The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name DCTA, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability shall be endorsed to provide a waiver of subrogation in favor of DCTA, its officers, directors and employees.

COVERAGE PRIMARY:

Such insurance as is provided therein shall be primary and non-contributing with any other valid and collectible insurance available to DCTA. The limits of liability required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required below.

NO COMMENCEMENT WITHOUT COVERAGE:

The Bidder shall not commence work at the site under this Contract until he/she has obtained all required insurance and until such insurance has been approved by DCTA. Bidder shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Bidder hereunder.

CERTIFICATES:

Certificate of Insurance evidencing insurance coverage as required shall be furnished to the Purchasing Manager prior to commencement of work and within ten (10) calendar days after the date of Notice of Award. CERTIFICATES SHALL BE PROVIDED BY BIDDER AND ANYONE INVOLVED IN THE PERFORMANCE OF WORK UNDER THIS CONTRACT (not otherwise included under Bidder's coverage), INCLUDING ALL SUBCONTRACTORS. All certificates from Bidder and any subcontractors must be issued reflecting DCTA as the certificate holder. All Certificates of Insurance shall reflect the Denton County Transportation Authority project number. Failure to furnish the required certificates of insurance within the time allowed shall not be considered cause for modification of any contractual time limits. All policies of insurance presented, as proof of compliance with the above requirements shall be on forms and with insurance companies approved by DCTA. All such insurance policies shall be provided by insurance companies having a Best's rating of A-VI rating or greater as shown in the most current issue of A.M. Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or have a Best's rating lower than A-VI will not be accepted as complying with the insurance requirements of the Contract unless such insurance companies are approved in writing prior to the award of the Contract. Certificate of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location, and the cancellation clause as required below.

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause to the effect that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

Failure to maintain insurance coverage as required herein shall constitute a material breach and default.

Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents,

papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Government Obligation to Third Parties – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

- (1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not

be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any

such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contractor any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default.

Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall

be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the 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, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," [https:// www.sam.gov](https://www.sam.gov), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) 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: (a)

FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. **Equal Employment Opportunity.** (1) **Federal Requirements and Guidance.** The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.10 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) **General.** The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) **Equal Employment Opportunity Requirements for Construction Activities.** In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. **Disadvantaged Business Enterprise.** To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) **Requirements.** The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) **Assurance.** As required by 49 C.F.R. § 26.13(a), (b) **DBE Program Requirements.** Recipients receiving planning, capital and/or operating section a, (2) **Assurance.** As required by 49 C.F.R. § 26.13(a), (b) **DBE Program Requirements.** Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) **Special**

Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) **Exception for the Tribal Transit Program.** FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part

26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) 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, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) 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, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) 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, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

- h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
- i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
- j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
- k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor 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 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to

engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases \$10,000 or less, (except for construction contracts over \$2,000). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for

contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and

USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR

18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,"

February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of

Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part

200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

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

(1) 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 (2) 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.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted

Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26,

2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third-Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

1. Name of Contractor ("Business", herein)	
2. Doing Business As (other business name if applicable)	
3. Federal Tax ID Number	
4. Business Mailing Address (include City/State/Zip Code)	
5. Business Email Address	
6. Business Telephone	Business Fax Number
7. Business Type	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	
8. Number of Years in Business	
9. Annual Gross Revenue for the past three years (M = Millions)	
<input type="checkbox"/> \$1M or Less <input type="checkbox"/> \$1M-\$5M <input type="checkbox"/> \$5M-\$10M <input type="checkbox"/> \$10M-\$16M <input type="checkbox"/> \$16M+	
10. Number of Employees	
<input type="checkbox"/> 100 or Less <input type="checkbox"/> 101-500 <input type="checkbox"/> 501-750 <input type="checkbox"/> 751-1,000 <input type="checkbox"/> 1,001+	
11. Is Business a DBE Firm?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Is Business Owned by Minority Ethnicity?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. Ethnic Group	
<input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other	
<input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American	
<input type="checkbox"/> Native American <input type="checkbox"/> White/Caucasian	
14. Woman Owned?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Veteran Owned	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
16. Type of Work Performed	
<input type="checkbox"/> Construction <input type="checkbox"/> Wholesale/Distributor	
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Professional Service	
<input type="checkbox"/> Retail <input type="checkbox"/> General/Technical Service	
17. Has the Business, or any officer or partner thereof, failed to complete a contract?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
18. Is any litigation pending against the Business?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
19. Has the Business ever been declared "Not Responsible"	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
21. Has the Business ever been a defaulter, as principal, surety or otherwise?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Has the government or 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?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
23. Is the Business in arrears upon a contract or debt?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?

☐ Yes ☐ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?

☐ Yes ☐ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

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27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA 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 DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name _____

Title _____

Signature of Owner _____

Date _____

Email Address _____

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

NON-COLLUSION AFFIDAVIT

This affidavit must be completed and submitted with the bid/proposal

The authorized representative for bidder/proposer, _____, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Authorized Company Representative

Name and Title of Authorized Company Representative

Date

Subscribed and sworn to before me on _____ (Date)

(Notary Seal)

Signature Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, _____ (Name of certifying official), the _____ (title or position of certifying official) of _____ (name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

Signature of Certifying Official

Title:

Date:

SECTION XXXX:

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 7.5 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

It is the policy of the Denton County Transportation Authority (DCTA) to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled

by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin
7. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

DCTA DBE Liaison Officer
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

DCTA's DBE Program can be found at <https://www.dcta.net/about-dcta/procurement-opportunities/dcta-disadvantaged-business-enterprise-program>

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals

would make.

Actions or efforts, which are merely “pro forma” or “going through the motions,” do not constitute “Good Faith Efforts” to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute “Good Faith Efforts.” In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of “Good Faith Efforts,” the Department of Transportation has prepared a list illustrating the kinds of actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate ““Good Faith Efforts”” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor’s DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer’s compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT’s DBE regulations at 49 CFR Part 26 and DCTA’s program as follows:

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE’s own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the

performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire

trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

V. Termination/Substitution of a DBE

Denton County Transportation Authority (DCTA) requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without DCTA'S PRIOR written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

The contractor shall utilize the specific DBE's listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from DCTA. Without written consent by DCTA, the contractor shall not be entitled to any payment for work or material unless it is supplied by the listed DBE.

Before transmitting to Denton County Transportation Authority (DCTA) its request to terminate, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to DCTA, of its intent to request to terminate and/or substitute, and the reason for the request. A copy of this notice must be provided to Denton County Transportation Authority (DCTA) prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise Denton

County Transportation Authority (DCTA) of why it objects to the proposed termination.

In those instances where “good cause” exists to terminate a DBE’s contract, Denton County Transportation Authority (DCTA) will require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation. Contractor is required to submit Form 4906B Change of Subcontractor Form to DCTA for review and approval.

In this situation, DCTA will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, DCTA’s contracting officer may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

VI. Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Denton County Transportation Authority (DCTA) or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

The contractor is required to submit Form 4907 Monthly Subcontractor Progress Report to DCTA no later than the 10th calendar day of the month for the previous month activity.

At the completion of the project the contractor will be required to submit Form 4908 Subcontractor final Report to DCTA for review and approval.

VII. Transit Vehicle Manufacturers

Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout 49 CFR part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.

FTA recipient's failure to comply with the requirements set forth in paragraph (a) of this section may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).

DCTA is required to submit within 30 days of making an award, the name of the successful bidder, and the total dollar value of the contract in the manner prescribed in the grant agreement.

If you are a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall percentage goal.

The requirements of this part with respect to submission and approval of overall goals apply to you as they do to recipients.

Transit vehicle manufacturers awarded must comply with the reporting requirements of §26.11 of this part including the requirement to submit the Uniform Report of Awards or Commitments and Payments, in order to remain eligible to bid on FTA assisted transit vehicle procurements.

Transit vehicle manufacturers must implement all other applicable requirements of this part, except those relating to UCPs and DBE certification procedures.



GOOD FAITH EFFORT FORM

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you **must** complete this form.

Prime Company Name (please print):	DCTA Contract Number:
	DCTA Contract Goal: _____ %
Check applicable response to describe prime:	DBE:
	(yes ___) Certifying Entity: _____ (no ___)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. (DO NOT LIST NAMES OF FIRMS).

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**

(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:

--

2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☐)

DBE listing request date to the DCTA DBELO : / /20

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☐)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☐)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

NOTE: A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

NOTE: If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or less**, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or more**, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☐)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. **(Please use additional sheets, if necessary and attach)**
-
-

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:
Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project.

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.
Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature:	Printed Signature:
Title:	Contact Name and Title (if different):
Company Name:	Phone Number:
Street Address:	Email Address:
City/County/State and Zip Code	Date: _____, _____20____
DCTA DBELO Authorized Signature:	Date: _____, _____20____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Name and Title of Contractor's Authorized Official _____

Signature _____ Date _____

Question and Answers for Bid #20-06 - Chevrolet Titan Bus Parts

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jan 28, 2020 5:00:00 PM CST



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
Creative Bus Sales

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number
33-0388707

4. Business Mailing Address (include City/State/Zip Code)
4955 W Northgate Dr, Irving, TX 75062

5. Business Email Address
steve@creativebussales.com

6. Business Telephone Business Fax Number
469-333-8909 469-333-8918

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
40

9. Annual Gross Revenue for the past three years (M = Millions)
☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+

10. Number of Employees
☐ 100 or Less ☒ 101-500 ☐ 501-750 ☐ 751-1,000 ☐ 1,001+

11. Is Business a DBE Firm?
☐ Yes ☒ No

12. Is Business Owned by Minority Ethnicity?
☐ Yes ☒ No

13. Ethnic Group
☐ Black American ☐ Asian Pacific American ☐ Other
☐ Hispanic American ☐ Subcontinent Asian American
☐ Native American ☒ White/Caucasian

14. Woman Owned?
☐ Yes ☒ No

15. Veteran Owned
☐ Yes ☒ No

16. Type of Work Performed
☐ Construction ☒ Wholesale/Distributor
☐ Manufacturing ☐ Professional Service
☐ Retail ☐ General/Technical Service

17. Has the Business, or any officer or partner thereof, failed to complete a contract?
☐ Yes ☒ No

18. Is any litigation pending against the Business?
☐ Yes ☒ No

19. Has the Business ever been declared "Not Responsible"
☐ Yes ☒ No

20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?
☐ Yes ☒ No

21. Has the Business ever been a defaulter, as principal, surety or otherwise?
☐ Yes ☒ No

22. Has the government or 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?
☐ Yes ☒ No

23. Is the Business in arrears upon a contract or debt?
☐ Yes ☒ No

24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?
☐ Yes ☒ No

25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐ Yes ☒ No

26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.

27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Tony Matijevich

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA 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 DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name Steve Allen
Title Parts Manager
Signature of Owner
Date 02/13/2020
Email Address stevea@creativebussales.com

(Owner, CEO, President, Majority Stockholder or Designated Representative)
Questions about this document should be directed to the Procurement Manager

NON-COLLUSION AFFIDAVIT

This affidavit must be completed and submitted with the bid/proposal

The authorized representative for bidder/proposer, Creative Bus Sales, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature of Authorized Company Representative

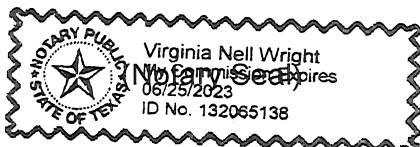
Steve Allen Parts Manager

Name and Title of Authorized Company Representative

02/13/2020

Date

Subscribed and sworn to before me on 2/13/2020 (Date)





Signature Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Creative Bus Sales

2 ☐ **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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity

02/13/2020

Date

Prohibition of Contracts with Companies Boycotting Israel

This form must be completed and submitted with the bid/proposal

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2017, a state agency and a political subdivision (which includes a transportation authority) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"I, Steve Allen (Name of certifying official), the Parts Manager (title or position of certifying official) of Creative Bus Sales (name of company), verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.



Signature of Certifying Official

Title: Parts Manager

Date: 02/13/2020



GOOD FAITH EFFORT FORM

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you **must** complete this form.

Prime Company Name (please print): Creative Bus Sales	DCTA Contract Number: <u>20-06</u>
	DCTA Contract Goal: _____ %
Check applicable response to describe prime:	DBE:
	(yes <input type="checkbox"/>) Certifying Entity: _____ (no <input checked="" type="checkbox"/>)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. **(DO NOT LIST NAMES OF FIRMS).**

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**

(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:
None Available	None Available

2. Did you obtain a current (not more than 60 days old from the initial response to the DCTA's solicitation due date) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☒)

DBE listing request date to the DCTA DBELO : ____/____/20____

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☒)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. If you did not fulfill, please write the following statement: "I did not comply"

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☒)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. If you did not fulfill, please write the following statement: "I did not comply"

NOTE: A facsimile may be used to comply with either 3 or 4 but may not be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

NOTE: If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or less, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or more, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☒)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. (Please use additional sheets, if necessary and attach)

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection
None				

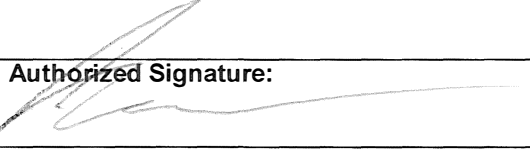
ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project.

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature: 	Printed Signature: Allen Steve
Title: Parts Manager	Contact Name and Title (if different): Bid #20-06 - Chevrolet Titan Bus Parts
Company Name: Creative Bus Sales	Phone Number: 817-805-7676
Street Address: 4955 W Northgate Dr	Email Address: stevea@creativebussales.com
City/County/State and Zip Code Irving, TX 75062	Date: ____ 02 ____ , ____ 13 ____ 20 20
DCTA DBELO Authorized Signature:	Date: ____ , ____ 20 ____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) 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,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is 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 listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

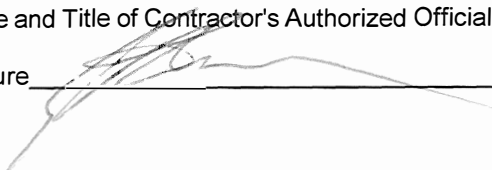
- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Creative Bus Sales

Name and Title of Contractor's Authorized Official Steve Allen Parts Manager

Signature  Date 02/13/2020

Question and Answers for Bid #20-06 - Chevrolet Titan Bus Parts

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jan 28, 2020 5:30:00 PM CST

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)[View by Line Item](#) | [View by Supplier](#)[Email Tabulation](#) | [Generate PDF](#) | [View Printable](#)**Bid #20-06 - Chevrolet Titan Bus Parts**Creation Date **Jan 14, 2020**End Date **Feb 13, 2020 3:00:00 PM CST**Start Date **Jan 14, 2020 2:29:41 PM CST**Awarded Date **Not Yet Awarded**

20-06-01-01 AC Delco: PARK BRAKE SHOES CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$58.79	12 / each	\$705.48		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

20-06-02-01 Brakebest: RIGHTSIDE BRAKE LINE HOSE CHEVY T2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$45.35	24 / each	\$1,088.40		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

20-06-02-02 Brakebest: DRIVER SIDE FRONT BRAKE HOSE CHEVY T2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$41.98	24 / each	\$1,007.52		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

20-06-03-01 BRAUN: New BraunAbility RA300 Series Transit Ramp Wheelchair Lift BF3462Y-2PA					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$4,983.00	2 / each	\$9,966.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

20-06-03-02 BRAUN: PUMP W/C RAMP BRAUN CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$740.63	2 / each	\$1,481.26		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

20-06-04-01 BSI: BELT BRACKET KIT CHEVY TITAN					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$1,414.13	12 / each	\$16,969.56		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

20-06-05-01 Cardone: FRONT LEFT BRAKE CALIPER CHEVY T 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$55.89	24 / each	\$1,341.36		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: Core Required \$80 if not available		

20-06-05-02 Cardone: LEFT REAR BRAKE CALIPER CHEVY TITIAN

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$72.79	24 / each	\$1,746.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Core Required \$80 if not available			

20-06-05-03 Cardone: RIGHT REAR CALIPER CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$70.79	24 / each	\$1,698.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Core Required \$80 if not available			

20-06-05-04 Cardone: FRONT RIGHT BRAKE CALIPER CHEVY T 2

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$58.79	24 / each	\$1,410.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Core Required \$80 if not available			

20-06-06-01 Carlson: REAR CALIPER BRAKE PIN RUBBER KIT

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$4.99	24 / each	\$119.76		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-07-01 Ciao: SWITCH REMOTE MIRROR CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$42.63	12 / each	\$511.56		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-08-01 DAYCO: MAIN BELT TENSIONER CHEVY

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$61.63	36 / each	\$2,218.68		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-09-01 Dorman: BELT TENSIONER ALT CHEVY TITIAN

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$49.79	24 / each	\$1,194.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-10-01 Edelmann: POWER STEERING HOSE CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$12.63	24 / each	\$303.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-11-01 Ford: CALIPER PIN KITS REAR FORD V10 & CHEVYT2

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$16.31	24 / each	\$391.44		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-12-01 GATES: MAIN BELT FOR CHEVY

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$19.63	36 / each	\$706.68		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-12-02 GATES: BELT ALT CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$23.79	36 / each	\$856.44		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-12-03 GATES: BELT ALT CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$23.79	36 / each	\$856.44		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-12-04 GATES: BELT AIR COMP. CHEVY TITAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$24.50	36 / each	\$882.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-13-01 General Motors: FRONT SHOCK FOR CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$45.46	24 / each	\$1,091.04		
Product Code:		Supplier Product Code:			

Agency Notes:

Supplier Notes:

20-06-14-01 GM: MASTER CYLINDER FOR CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$98.56	5 / each	\$492.80		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-02 GM: FRONT BRAKE PADS CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$96.73	36 / each	\$3,482.28		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-03 GM: REAR BRAKE PADS CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$98.79	36 / each	\$3,556.44		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-04 GM: BRAKE BOOSTER CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$148.99	24 / each	\$3,575.76		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Cardone Brand \$35.00 Core			

20-06-14-05 GM: WINDOW CONTROLLER SWITCH CHEVY T 2

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$32.79	12 / each	\$393.48		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-06 GM: IDLER ARM CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$129.79	36 / each	\$4,672.44		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-07 GM: UPPER RADIATOR HOSE CHEVY T 2

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$32.63	12 / each	\$391.56		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Gates Brand			
Creative Bus Sales	First Offer - \$51.79	12 / each	\$621.48		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-08 GM: FUEL PUMP KIT CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$189.14	12 / each	\$2,269.68		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-09 GM: GAS CAP CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$5.23	24 / each	\$125.52		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Gates Brand			
Creative Bus Sales	First Offer - \$18.46	24 / each	\$443.04		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-10 GM: HVAC CONTROL MODULE CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$116.20	5 / each	\$581.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-11 GM: HEADLIGHT ASSEMBLY RIGHT CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$49.63	5 / each	\$248.15		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: TYC Brand			

20-06-14-12 GM: STEERING GEARBOX CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$234.79	5 / each	\$1,173.95		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Cardone Brand \$150 core			

20-06-14-13 GM: POWER STEERING PRESSURE HOSE CHEVY TITAN

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$30.59	5 / each	\$152.95		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Gates Brand			

Creative Bus Sales	First Offer - \$60.79	5 / each	\$303.95		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-14 GM: PWR STEERING RESERVIOR CAP CHEY T2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$20.35	2 / each	\$40.70		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-15 GM: REAR SHOCK CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$39.63	24 / each	\$951.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Monroe Shocks			

20-06-14-16 GM: STABILIZER BR LINK KIT CHEVY T 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$10.63	2 / each	\$21.26		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Moog Brand			
Creative Bus Sales	First Offer - \$31.99	2 / each	\$63.98		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-17 GM: UPPER CONTROL ARM ASSY LEFT CHEVY					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$71.63	24 / each	\$1,719.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Moog Brand			
Creative Bus Sales	First Offer - \$186.63	24 / each	\$4,479.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-18 GM: UPPER CONTROL ARM ASSY RIGHT CHEVY					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$71.63	24 / each	\$1,719.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Moog Brand			
Creative Bus Sales	First Offer - \$186.63	24 / each	\$4,479.12		

Product Code:
Agency Notes:

Supplier Product Code:
Supplier Notes:

20-06-14-19 GM: DRAG LINK CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$183.62	2 / each	\$367.24		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-20 GM: BUSHING LOWER CONTROL ARM CHEVY TITIAN I

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$21.63	24 / each	\$519.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Moog Brand			

20-06-14-21 GM: PITMAN ARM CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$86.63	12 / each	\$1,039.56		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Moog Brand			
Creative Bus Sales	First Offer - \$108.79	12 / each	\$1,305.48		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-22 GM: INNER TIE ROD CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	Alt 1 - \$43.79	24 / each	\$1,050.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Moog Brand			
Creative Bus Sales	First Offer - \$74.79	24 / each	\$1,794.96		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-23 GM: OUTER TIE ROD CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$19.63	24 / each	\$471.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-24 GM: IDLER ARM BRACKET ASSEMBLY CHEVY

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$68.79	12 / each	\$825.48		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-25 GM: REAR HUB FOR CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$155.75	12 / each	\$1,869.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-26 GM: HUB & FRT WHEEL BEARING CHEVY TITIAN II

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$173.49	24 / each	\$4,163.76		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-27 GM: REAR BRAKE ROTOR CHEVY TITAN

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$85.99	24 / each	\$2,063.76		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-28 GM: FRONT ROTOR CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$96.99	24 / each	\$2,327.76		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-29 GM: wHEEL STUD CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$8.13	100 / each	\$813.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


20-06-14-30 GM: SWAY BAR BRKT KIT REAR CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$22.63	24 / each	\$543.12		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-31 GM: TRANS INLET COOLER LINE CHEVY T 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$20.88	6 / each	\$125.28		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-14-32 GM: TRANS COOLER LINES CHEVY T 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$90.79	6 / each	\$544.74		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

20-06-15-01 Pro Air: HEATER DEFROST FAN MOTOR CHEVY TITIAN II					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Creative Bus Sales	First Offer - \$42.63	12 / each	\$511.56		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Creative Bus Sales		\$89,351.37 (54/54 items)			
Bid Contact Steve Allen		Address 3880 Valley View Lane			
stevea@creativebussales.com		Irving, TX 75062			
Ph 469-333-8909					
Fax 469-333-8918					
Agency Notes:		Supplier Notes:		Head Attch:	
					

Close

***All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

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The below legislative summary was prepared by Texas Municipal League (highlighting added):

COMPTROLLER PROPOSES INTERNET SALES TAX SOURCING RULE CHANGES

In response to the United States Supreme Court decision in *South Dakota v. Wayfair* (2018) and recent *Wayfair*-related legislation passed during the 2019 legislative session, the Texas comptroller published [proposed rule changes](#) in the Texas Register today. Of particular importance to Texas cities, the proposal would change the sales tax sourcing of certain internet marketplace purchases to the destination city.

How will these changes affect your community? Each city will need to analyze how the proposed rule changes will impact their sales tax revenues because every city will be affected differently. Some cities stand to lose potentially significant amounts of sales tax revenue because of the change to how internet orders are sourced, while others would potentially see net gains of sales tax revenue.

The *Wayfair* opinion concluded that state and local sales taxes may be collected from remote sellers that have no physical presence in a state. In order to fully implement *Wayfair*, the Texas legislature passed two bills during the 2019 legislative session:

- H.B. 1525 requires an online marketplace (e.g., Ebay, Amazon, or Walmart) to collect sales taxes on marketplace sales instead of potentially requiring each individual seller on that marketplace to do so. Additionally, it requires the sales taxes associated with marketplace sales to be sourced to the *destination* to which the marketplace goods are shipped.
- H.B. 2153 gives remote sellers the option to either: (1) collect and remit the actual sales taxes owed based upon the shipping destination; or (2) collect a simplified “single local use tax rate” of roughly 1.75 percent on all sales. Remote sellers who collect the single local use tax rate send the money to the comptroller, who remits the revenue to local taxing entities based upon their existing proportion of the local sales tax base.

The comptroller’s proposal makes changes to 34 Texas Administrative Code Section 3.334, which deals generally with local sales and use taxes. Many of the changes will not significantly alter the collection of city sales and use taxes. Other changes are quite beneficial to Texas cities. For instance, the proposal generally requires sellers to collect local use taxes, a burden that currently falls on the purchaser of goods under certain circumstances.

However, the proposed change affecting orders made on the internet could significantly alter the sales tax base in some Texas cities. The comptroller proposes to add Section 3.334(c)(6), which states that “internet orders are not received at a place of business of the seller in Texas.” This statement represents a shift from the current rule, which generally provides that, when an internet order is received by a seller at a place of business in Texas, the sale is consummated at the place of business at which the order is received. The new rule is intended to address the current difficulty of identifying exactly where internet orders are received.

Under the current rule, sales taxes on internet orders made by Texas residents can potentially be sourced to the community in Texas where a given place of business is located. Under the *proposed* rule, sales taxes on internet orders made by Texas residents wouldn’t automatically be sourced to the community where the place of business is located. Instead, sales tax sourcing would vary depending on the following considerations:

- Is the internet order placed using the seller's device? Under the proposal, if a purchaser places an order for a taxable item with a seller using the internet on a computer or device of the seller at the seller's place of business in Texas, the sale is consummated at that place of business, regardless of where the order is fulfilled. (This provision would not apply to an order placed on the internet using the *purchaser's* device.)
- Is the internet order fulfilled from a place of business of the seller in Texas? Under the proposal, except for the scenario above when an internet order is placed using the seller's device, if a seller fulfills an internet order at a location that is a place of business of the seller in Texas, the sale is consummated at the place of business where the internet order is fulfilled.
- If the internet order is fulfilled from a location in Texas that is not a place of business of the seller in Texas, the sale is consummated at the location in Texas to which the order is shipped or delivered, or at which the purchaser of the item takes possession. In other words, the sales taxes are sourced to the destination to which the order is delivered.
- If the internet order is fulfilled from a location outside of Texas, the sale is not consummated at a location in Texas. However, in accordance with the *Wayfair* opinion, local use taxes are due and sourced to the destination to which the order is delivered.

Some cities have relied for years upon sales taxes being sourced to their city from internet orders within the state under the current rule structure. Further, some cities may have entered into sales tax rebate incentive agreements with businesses under Chapter 380 of the Local Government Code with the understanding that sales taxes from internet orders would be sourced to those cities. Acknowledging this issue, the comptroller's rules provide that the new internet order rules would not apply to sales of taxable items for internet orders made by a seller who entered into a Chapter 380 economic development agreement before September 1, 2019. The grandfathering provision would remain effective until December 31, 2022, at which point the new internet order rules would apply, assuming they are finally adopted.

Comments on the proposal may be submitted to Teresa G. Bostick, Director, Tax Policy Division, P.O. Box 13528, Austin, Texas 78711-3528. After receiving several requests from interested parties, the comptroller has extended by 60 days the comment period on recently-proposed sales tax rule changes that would alter sourcing for internet orders under certain circumstances. Interested cities now have until April 3, 2020 to submit their written comments to the comptroller.

Please contact Bill Longley, TML Legislative Counsel, with questions at bill@tml.org or (512) 231-7400.

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Glenn Hegar
Texas Comptroller of Public Accounts



How some Texas cities and retailers are using a tax loophole to snatch sales tax revenue from other communities

Cities that aren't party to these deals — which is the large majority of Texas cities — are losing revenue.

Special to the Dallas Morning News

by Glenn Hegar

February 4, 2020

Nobody likes paying taxes, but at least in the case of local sales taxes, you expect that the money is going to address the needs of your community. Those taxes should help ease traffic congestion, remove graffiti or fix the potholes that threaten your car's suspension.

Wherever you thought that money was going, I'll bet you never imagined that your taxes were being shipped off to another community to fix their potholes, lower their property taxes or even provide a rebate of the local tax dollars you've paid back to a single business in a community far away. But in some cases, that's exactly what's happening in Texas.

In fact, some cities and businesses have cut deals to source local sales tax on sales made over the internet solely to particular cities. In exchange, a business may be rebated those tax dollars — in some cases 75% — money that taxpayers across Texas expect to stay in their own communities. Instead, the money is going to a handful of cities and businesses who have these arrangements to fund their budgets and bottom lines.

In my ongoing work to clarify sales tax policy in the online era, some of these arrangements came to light. My staff continues to analyze which and how many cities are using this loophole to capture tax revenue that ought to go elsewhere.

I don't fault businesses for trying to boost their bottom line, and I don't fault cities that enter into these economic development agreements, but my duty is ultimately to the taxpayers. Taxpayers do not pay local sales tax on internet purchases with the expectation that the revenue is then being distributed to businesses and cities nowhere near their communities.

Here is how these agreements may work: a business may establish a single facility, like a “customer service center,” and claim that facility receives internet orders, even though the internet orders are handled and shipped from a separate fulfillment center that may not even be in Texas. Under this arrangement, all the local online sales tax revenue from across the state ends up in the community with the “customer service center,” regardless of where the item is delivered or picked up in Texas.

On top of that, the city with the “customer service center,” as part of the economic development agreement, may give most of the money back to the business. That means you and all the other taxpayers who thought they were supporting local needs are actually subsidizing a business that may only have a minor footprint somewhere far from your schools and roads and parks.

As a result, cities that aren’t party to these deals — which is the large majority of Texas cities — are losing revenue they need to provide services to the taxpayers who actually made the purchases. More importantly, the taxpayers who expect these local sales tax dollars to stay in their communities are sending them elsewhere.

That’s why my office has proposed a change to Rule 3.334 to clarify that local sales tax is tied to the place of business from which internet orders are fulfilled or the location to which items are shipped or delivered.

The tax code’s current definition makes it clear that a “place of business” is an actual location operated by the retailer for the purpose of receiving orders. It’s a place a customer can visit or call to place an order. This definition, or a version of it, has been in state law since before 1980. We don’t need to change the law, we just need some clarity in its interpretation.

Internet orders are placed through a website or software application, neither of which meet the definition of a place of business in the way a traditional business does: You can’t call the internet. You can’t walk into the internet.

This clarification would ensure that Texas’ 1,600-plus cities and other local government entities receive the local tax revenue from online purchases to which they’re entitled. It’s not a small issue; in January, \$763.8 million in monthly sales tax revenue was distributed to Texas local governments, of which 1,200-plus cities received \$488.7 million.

Even with our rule change, there will be numerous instances in which the local sales tax is sourced to the place where the order is fulfilled rather than the customer’s location. This rule just makes it much more difficult for businesses and cities to manipulate local sales taxes to their own benefit at the expense of other cities.

My office isn’t going to pull the rug out without giving cities with these agreements fair warning. There will be a grace period to help ease the transition.

Recent trends show that internet sales are not only growing but accelerating at an eye-popping rate. We must act now before this gets out of control. If we do not, local sales tax revenue will continue to be shifted away from its intended beneficiaries.

This loophole doesn't represent truth in taxation. Instead, it's the worst possible combination for taxpayers: You're still paying the tax, but you're getting no benefit. And your roads will still have potholes that need to be fixed.

FY 20-21 BUDGET CALENDAR

April '20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	NTMC B	B	24	25
26	27	28	29	30		

April 10: FY21 Goals/Objectives Due (Staff)

April 23: FY20 Q2 Budget Reviews (Staff)

May '20						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	26	NTMC B	B	29	30
31						

May 8: FY21 Budget Projections Due (Staff)

Revenues, Operating & Capital

May 18-22: FY21 Budget Reviews (Staff)

June '20						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	NTMC B	B	26	27
28	29	30				

June 8: FY21 Budget Detail to Board (Email)

June 18: Budget Workshop with DCTA Board

June 24: Budget Workshop with NTMC Board

July '20						
Su	M	Tu	W	Th	F	Sa
			1	2	H	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	NTMC B	B	24	25
26	27	28	29	30	31	

July 22: NTMC Budget Workshop Part II

*If needed

July 23: DCTA Budget Workshop Part II (9-10am)

*If needed; prior to Board Mtg

August '20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	NTMC B	B	28	29
30	31					

August 26: NTMC BOD FY21 Budget Presentation

August 27: DCTA BOD FY21 Budget Presentation
& Public Hearing

September '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	NTMC B	B	25	26
27	28	29	30			

Sept 23: NTMC BOD FY21 Budget Adoption

Sept 24: DCTA BOD FY21 Budget Adoption

October '20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	NTMC B	B	23	24
25	26	27	28	29	30	31

October 16: FY20 Performance Measure Results Due (Staff)

November '20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	NTMC B	B	13	14
15	16	17	18	19	20	21
22	23	24	25	H	H	28
29	30					

December '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	NTMC B	B	11	12
13	14	15	16	17	18	19
20	21	22	23	24	H	26
27	28	29	30	31		

H	DCTA Holidays
B	Board of Director Meetings
	Budget Reviews (Staff)

	Budget Materials Due (Staff)
	Budget Workshop with Board

Board of Directors Memo

March 26, 2020

SUBJECT: Hydrogen Ecosystem Initiative Update

Background

The DCTA Board of Directors received a report from Raymond Suarez, CEO, on February 27 regarding NCTCOG's hydrogen initiatives and the opportunity for DCTA to engage in a hydrogen project in Denton County. In addition, staff received the Federal Transit Administration's Notice of Funding Opportunities for two grant programs, Low or No Emissions and Bus & Bus Facilities. This report will provide a brief overview of the grant opportunities, as well as the innovative hydrogen ecosystem initiative staff is developing.

The purpose of the Low-No Emissions grant program is to support the transition of the nation's transit fleet to the lowest polluting and most energy efficient transit vehicles. There are \$130 million of total funds available. The average grant award is more than \$2 million, with a high being \$3 million. A local match is required at 15% for leasing or acquiring a transit bus and 10% of the cost of transit bus related equipment or facilities. Eligible projects include purchasing or leasing low or no emission buses; acquiring low or no emission buses with a leased power source; constructing new public transportation facilities to accommodate low or no emission buses; or rehabilitating or improving existing public transportation facilities to accommodate low or no emissions buses.

The purpose of the Buses and Bus Facilities Program is to assist in the financing for buses and bus facilities capital projects, including replacing, rehabilitating, purchasing or leasing buses or related equipment, and rehabilitating, purchasing, constructing or leasing bus-related facilities. A total of \$456.6 million is available, with an average award of \$4.5 million and a high of \$17.3 million. A local match is required of 15% of the net project cost of acquiring vehicles (including clean-fuel or alternative fuel vehicles) that are compliant with the Clean Air Act and/or the Americans with Disabilities Act; or 10% of the net project cost of acquiring, installing, or constructing vehicle-related equipment or facilities (including clean-fuel or alternative fuel vehicle-related equipment or facilities) that are required by the ADA of 1990, or that are necessary to comply with or maintaining compliance with the Clean Air Act.

In order to leverage federal dollars with that of private sector investment, staff has submitted an application for the Low-No Emissions grant, due on March 17. The Bus and Bus Facilities Grant application is currently being developed and is due on March 30. DCTA proposes leasing 3 hydrogen vehicles (2 replacements and 1 addition to the fleet) and the construction of a hydrogen fueling facility at the Rail O&M facility. If successful and supported by the data and private sector investments, staff would work with local partners in North Texas on Phase II, which would leverage existing biomass resources to convert methane into hydrogen as well as a phased conversion of DCTA fleet. The intent is to create an environment in Denton County conducive to hydrogen R&D activities, bring hydrogen manufacturing and jobs, attract international investments, support NCTCOG/regional efforts to create zero-emissions corridors, and improve air quality for our residents and passengers.

Financial Impact

The proposed project's total cost for the Low-No Emissions grant is \$4,289,580. The local match would be drawn from two sources. The match for the hydrogen fueling station is the in-kind value of land of \$650,000 where the fueling station would be installed. This exceeds the minimum 10% match required. The second source will draw down 377,800 in Transportation Development Credits (TDC) as a match for the buses and grant administration. This amount meets the 15% minimum match requirement for bus leasing. The project cost related to the Bus and Bus Facilities grant is currently being developed, but is likely to reflect the Low-No request.

Exhibits

Exhibit 1: Project Executive Summary, FTA Low-No Emissions Grant

Exhibit 2: FTA Notice of Funding Opportunity, Low or No Emissions Grant Program

Exhibit 3: FTA Notice of Funding Opportunity, Grants for Buses and Bus Facilities Program

Submitted By:



Lindsey Baker, Director of Strategic Partnerships

Final Review:



Raymond Suarez, CEO

DCTA - FY2020 Low or No Emission Bus Program (5339(c))**Project Information****About the Project**

Project Title: Metroplex H2 Ecosystem – Denton County Phase I Transit Transition

Project Executive Summary:

The Metroplex H2 Ecosystem is an exciting initiative to begin to convert DCTA's bus fleet to hydrogen fuel cell technology. Phase I begins an integrated regional transition plan to hydrogen (H2) fuel cell technology by developing an ecosystem incorporating all elements of the H2 fuel cell process. Phase I includes leasing three Fuel Cell Electric (FCE) buses and purchasing and installing a H2 fueling station, including storage, a compressor, a small modular reactor or biomethane, and a dispenser. Future phases will include providing the initial feedstock, supporting the manufacturing process and therefore generating H2 to support DCTA's 82 vehicle transit fleet and potentially other fleets.

DCTA is prepared to be a leader in the H2 transit arena. While many agencies are converting to electric buses to mitigate the harmful environmental impacts of diesel buses, DCTA strives to model a H2 transit system to eliminate the dependence on electric output. An entirely electric bus fleet puts tremendous demand on the electric generation grid. It could take up to 150-megawatt hours of electricity to keep a 300-bus fleet charged up throughout one day. One day of electricity to power a large bus fleet could power a typical American household for over 14 years. H2 provides an opportunity to fuel zero-emission buses without impacting the electrical grid.

As a principal transportation authority in North Texas, our role affords DCTA a leadership platform with respect to large-scale fleets and the technology that fuels them. Through an FTA partnership in launching H2 technology, the proposed project will not only advance and encourage the viability of H2 fuel cell technology in public transportation systems, but it will provide substantial quality of life benefits, including air quality improvements by transitioning from diesel and gasoline-powered vehicles. The long-term vision of this project seeks to create an ecosystem that utilizes area feedstock for local renewable H2 fuel production and distribution. The funding received will provide the seed money to acquire three H2 buses and a fueling station to initiate a demonstration project.

DCTA will utilize proven technology for hydrogen buses and the requisite hydrogen fueling stations. DCTA will work with its peer transit agencies who are also implementing hydrogen powered fleet systems in the U.S. to gain knowledge regarding successful hydrogen fleet conversion.

Project Statement of Work:

The proposed project will replace two DCTA diesel vehicles to hydrogen and install a hydrogen fueling station with storage, a compressor, a small modular reactor or biomethane, and a dispenser. This is Phase I of a large-scale Metroplex H2 Ecosystem that, in the future, will manufacture hydrogen for DCTA's transit

fleet. The project will be obligated within the grant timeframe, constructed and operational by July 2023, and will operate for a minimum of five years through July 2028.

FTA Departmental Objectives

Supporting Economic Vitality – Reducing dependency on oil and gas by domestically producing H2 from diverse resources would allow this outflow of dollars to stay in the U.S. economy and generate jobs throughout the nation. H2 can be produced from a variety of U.S. resources – wind, solar, biomass, geothermal, natural gas, coal, and nuclear energy. H2 from renewable resources alone could be produced in all 50 states, creating local jobs in every region in the country. According to the Hydrogen Council, the international hydrogen market could be worth \$2.5 trillion by 2050, meeting 18 percent of global energy demand, providing 30 million jobs around the world and reducing carbon dioxide emissions by six gigatons per year.

Texas is ideally situated to be the leader in H2 production. It is now the largest producer of H2 in the nation and has unmatched knowledge of the production, storage, transport, and safe handling of H2. Thirteen major international companies created the Hydrogen Council to pool their resources to promote H2 in the energy transition. Of these 13 companies, three have significant operations in Texas. Texas has a great opportunity to join with these companies not only to be the leader for today's fuel but to provide job and training opportunities while the energy sector reduces its environmental footprint by making this transformation. Texas has excelled in partnering with industry to create an environment to attract businesses and create jobs.

State of Good Repair – The proposed project will replace two 2011 35' Gillig diesel buses currently past their useful life with H2-fueled buses with the most advanced technology.

Performance & Outcomes Accountability – Project control and risk management procedures will guide the management of the project. DCTA will conduct additional compliance reviews to ensure project compliance and provide reviews to FTA.

Opportunity Zone: Yes.

Describe how the proposed project will impact the Opportunity Zone:

The Metroplex H2 Ecosystem Project will positively impact three Census tracts designated as Opportunity Zones: 206.02, 216.18, and 217.39. Census tract 206.02 is located in Denton and tracts 216.18 and 217.39 are located in Lewisville. This creates a significant opportunity to spur hydrogen investments in these undercapitalized communities. Texas has excelled in partnering with the hydrogen industry to attract businesses and create jobs. The proposed project will be a springboard for hydrogen generation and storage operations. Opportunity Zones will provide tax incentives for private hydrogen companies to encourage long-term investments. When companies take advantage of the tax incentives, they will be bringing jobs to these economically distressed communities and bolster the economy.

Conceivably, the most immediate benefits of this project will be the environmental, economic, and quality of life benefits that will be felt by Metroplex residents. The shift to clean energy will immediately reduce pollution in the region. It will also improve quality of life by reducing the negative externalities typically

associated with bus depots and bus management facilities. Workers and residents nearby the bus terminals and bus maintenance facilities will immediately notice the reduction of pollution in those areas. This project will support new jobs, clean technologies, and environmentally-conscious public transit throughout our region. As an important transportation provider in a non-attainment air quality area, the conversion to clean and low emission technology is a vital step in improving air quality by removing fossil fuel buses that emit nitrogen oxides, hydrocarbons, and particulate matter while H2 vehicles emit only water and warm air. In addition, the H2 ecosystem will become a hub for hydrogen R&D and domestic and international investments, resulting in job creation and an increase in the tax base to boost the local economy.

Local Financial Commitment:

The proposed project's total cost is \$4,289,580. DCTA is offering a local match from two sources. The match for the hydrogen fueling station is \$650,000 and will be provided as the value of the land where the fueling station will be installed. This exceeds the minimum 10% match required. DCTA will utilize \$377,800 in Transportation Development Credits (TDC) as a match for the buses (lease and bus wrap) and grant administration. This amount meets the 15% minimum match requirement for bus leasing. Please see Attachment D for documentation of the availability of TDCs for this project.

DCTA will utilize the value of the land as a match towards the cost of the hydrogen fueling station. The fueling station will be located on Railroad Street in Lewisville - a facility currently owned and operated by DCTA. The estimated value of the 10-acre parcel is \$650,000. This amount is 29.6% of the bus facility costs, exceeding the 10% minimum amount required.

Project Implementation Strategy:

The proposed *Metroplex H2 Ecosystem Project – Phase I* consists of five tasks: Project and Grant Administration; Planning and Environmental; Design, Manufacturing, Purchasing, and Construction; Testing, Inspections, Training, and Launch of Revenue Service; and Analysis.

The project will be obligated within the grant timeline requirements. The project schedule assumes FTA will announce awards in September 2020, the grant award will be accepted via TrAMS by December 2020, and the H2 fueling station and the H2 buses will be constructed and operational by July 2023. The requested FTA funds allow a five-year operation, ending July 2028. Grant close out will occur at the end of the five-year vehicle lease.

TASK 1: Project and Grant Administration

Subtask 1.1 – FTA announces awards: Estimated September 2020

Subtask 1.2 – Grant obligation in TrAMS: December 2020. This will happen after FTIP inclusion and other pre-award requirements.

Subtask 1.3 - DCTA Board considers approval of Horizon Fuel Cells USA Contract: January 2021

Subtask 1.4 – Provide required reports and milestone progress reports to FTA: January 2021 – July 2028. DCTA will submit progress reports as required by the grant agreement.

Subtask 1.5 – Maintain records according to grant records retention requirements: January 2021 – July 2028

TASK 2: Planning and Environmental

Subtask 2.1 – Amend the TIP: September 2020 – December 2020. DCTA will work with NCTCOG to amend the TIP to include the proposed project.

Subtask 2.2 – NEPA Categorical Exclusion for bus lease: September 2020 – December 2020.

Subtask 2.3 – NEPA process for H2 fueling facility: September 2020 - December 2020

TASK 3: Design, Manufacturing, Purchasing, and Construction

Subtask 3.1 - Select engineering firm to complete the design plans and scope of work for procurement of the H2 fueling facility and equipment: October 2020 – January 2021

Subtask 3.2 - Civil engineering design/development of procurement documents: February – July 2021.

These documents will be used to determine the contractor for construction.

Subtask 3.3 - Formal procurement of station and equipment: August 2021 – January 2022. This will be a competitive process utilizing the design plans and scope of work developed by the engineering firm.

Subtask 3.4 - Construction and delivery of equipment: February – October 2022

Subtask 3.5 – Order/demonstrate and receive equipment for H2 fueling station (concurrent with construction project): June – October 2022. This will include storage, a compressor, small modular reactor or biomethane, and a dispenser.

Subtask 3.6 – Procurement for the lease of buses and equipment, including first year turn-key maintenance: July – October 2022. This will be a competitive process for a five-year lease for H2 buses.

TASK 4: Testing, Inspections, Training, and Launch of Revenue Service

Subtask 4.1 - Buses delivered & accepted, licensed and insured: December 2022 – May 2023. The five-year lease will begin in May 2023.

Subtask 4.2 – DCTA Operations and Maintenance staff training: June 2023

Subtask 4.3 - DCTA H2 vehicles begin revenue service; fueling station operational: July 2023

The proposed project, Phase I, will be the leasing of H2 buses that utilize H2 fuel cells provided by Horizon Fuel Cells USA, as well as construction of a fueling station (including storage, a compressor, small modular reactor or biomethane, and dispenser) to be located on DCTA-provided land. The vehicles will be utilized on active routes to track emissions reductions and use. Following data analysis and a successful deployment of Phase I, DCTA will embark on Phase II. Phase II may include the utilization of methane from local wastewater treatment plants, as well as area landfills for natural gas reforming as feedstock for the local production of hydrogen fuel on DCTA land. This will create an ecosystem that allows for the reuse of waste methane, which will be converted into hydrogen fuel that may then be used by local and regional fleets.

CFR 1152.50(d)(1) (notice to governmental agencies) have been met.²

As a condition to this exemption, any employee adversely affected by the discontinuance of service shall be protected under *Oregon Short Line Railroad—Abandonment Portion Goshen Branch Between Firth & Ammon, in Bingham & Bonneville Counties, Idaho*, 360 I.C.C. 91 (1979). To address whether this condition adequately protects affected employees, a petition for partial revocation under 49 U.S.C. 10502(d) must be filed.

Provided no formal expression of intent to file an offer of financial assistance (OFA)³ to subsidize continued rail service has been received, this exemption will be effective on February 23, 2020, unless stayed pending reconsideration. Petitions to stay that do not involve environmental issues and formal expressions of intent to file an OFA to subsidize continued rail service under 49 CFR 1152.27(c)(2)⁴ must be filed by February 3, 2020.⁵ Petitions for reconsideration must be filed by February 13, 2020, with the Surface Transportation Board, 395 E Street SW, Washington, DC 20423-0001.

A copy of any petition filed with Board should be sent to PNWR's representative, Justin J. Marks, Clark Hill PLC, 1001 Pennsylvania Ave. NW, Suite 1300 South, Washington, DC 20004.

If the verified notice contains false or misleading information, the exemption is void ab initio.

Board decisions and notices are available at www.stb.gov.

Decided: January 16, 2020.

By the Board, Allison C. Davis, Director, Office of Proceedings.

Kenyatta Clay,

Clearance Clerk.

[FR Doc. 2020-01199 Filed 1-23-20; 8:45 am]

BILLING CODE 4915-01-P

² PNWR filed a corrected notice of newspaper publication and corrected letters providing notice to governmental entities on January 6, 2020.

³ Persons interested in submitting an OFA to subsidize continued rail service must first file a formal expression of intent to file an offer, indicating the intent to file an OFA for subsidy and demonstrating that they are preliminarily financially responsible. See 49 CFR 1152.27(c)(2)(i).

⁴ The filing fee for OFAs can be found at 49 CFR 1002.2(f)(25).

⁵ Because this is a discontinuance proceeding and not an abandonment, trail use/rail banking and public use conditions are not appropriate. Because there will be an environmental review during abandonment, this discontinuance does not require environmental review.

DEPARTMENT OF TRANSPORTATION

Federal Railroad Administration

[Docket Number FRA-2020-0004]

Notice of Application for Approval of Discontinuance or Modification of a Railroad Signal System

Under part 235 of title 49 of the Code of Federal Regulations (CFR) and 49 U.S.C. 20502(a), this provides the public notice that on January 7, 2020, WATCO Companies, LLC (WATCO) petitioned the Federal Railroad Administration (FRA) seeking approval to discontinue or modify a signal system. FRA assigned the petition Docket Number FRA-2020-0004.

Applicant: WATCO Companies, LLC, Mr. Scott Adams, Vice President of Engineering, 420 Hansen Street S, Twin Falls, ID 83301.

Specifically, WATCO requests permission to discontinue the automatic interlocking signal system at Chrisman, IL, where the Decatur Subdivision, milepost (MP) BD 209.3, crosses the Danville Subdivision, MP QSD 104.6.

Upon discontinuance of the automatic interlocking signal system the railroad crossing-at-grade will be protected by lighted STOP signs placed in each quadrant and General Code of Operating Rules 6.16, *Approaching Railroad Crossings, Drawbridges, and End of Multiple Main Track*, will be in effect.

A copy of the petition, as well as any written communications concerning the petition, is available for review online at www.regulations.gov and in person at the U.S. Department of Transportation's (DOT) Docket Operations Facility, 1200 New Jersey Ave. SE, W12-140, Washington, DC 20590. The Docket Operations Facility is open from 9 a.m. to 5 p.m., Monday through Friday, except Federal Holidays.

Interested parties are invited to participate in these proceedings by submitting written views, data, or comments. FRA does not anticipate scheduling a public hearing in connection with these proceedings since the facts do not appear to warrant a hearing. If any interested parties desire an opportunity for oral comment and a public hearing, they should notify FRA, in writing, before the end of the comment period and specify the basis for their request.

All communications concerning these proceedings should identify the appropriate docket number and may be submitted by any of the following methods:

- **Website:** <http://www.regulations.gov>. Follow the online instructions for submitting comments.

- **Fax:** 202-493-2251.

- **Mail:** Docket Operations Facility, U.S. Department of Transportation, 1200 New Jersey Ave. SE, W12-140, Washington, DC 20590.

- **Hand Delivery:** 1200 New Jersey Ave. SE, Room W12-140, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal Holidays.

Communications received by March 9, 2020 will be considered by FRA before final action is taken. Comments received after that date will be considered if practicable.

Anyone can search the electronic form of any written communications and comments received into any of our dockets by the name of the individual submitting the comment (or signing the document, if submitted on behalf of an association, business, labor union, etc.). Under 5 U.S.C. 553(c), DOT solicits comments from the public to better inform its processes. DOT posts these comments, without edit, including any personal information the commenter provides, to www.regulations.gov, as described in the system of records notice (DOT/ALL-14 FDMS), which can be reviewed at www.dot.gov/privacy. See also <http://www.regulations.gov/#/privacyNotice> for the privacy notice of regulations.gov.

Issued in Washington, DC.

John Karl Alexy,

Associate Administrator for Railroad Safety, Chief Safety Officer.

[FR Doc. 2020-01115 Filed 1-23-20; 8:45 am]

BILLING CODE 4910-06-P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2020 Competitive Funding Opportunity: Low or No Emission Grant Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for \$130 million in competitive grants under the fiscal year (FY) 2020 Low or No Emission Grant Program (Low-No Program) (Catalog of Federal Domestic Assistance number: 20.526). As required by Federal public transportation law, funds will be awarded competitively for the purchase or lease of low or no emission vehicles that use advanced technologies for transit revenue operations, including related equipment or facilities. Projects

may include costs incidental to the acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses. FTA may award additional funding that is made available to the program prior to the announcement of project selections.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* "APPLY" function by 11:59 p.m. Eastern time on March 17, 2020. Prospective applicants should initiate the process by registering on the *GRANTS.GOV* website promptly to ensure completion of the application process before the submission deadline. Instructions for applying can be found on FTA's website at <http://transit.dot.gov/howtoapply> and in the "FIND" module of *GRANTS.GOV*. The funding opportunity ID is FTA-2020-005-LowNo. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Victor Waldron, FTA Office of Program Management, 202-366-5183, or victor.waldron@dot.gov.

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A. Program Description

Federal public transportation law (49 U.S.C. 5339(c)) authorizes FTA to award grants for low or no emission buses through a competitive process, as described in this notice. The Low-No Program provides funding to State and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities such as recharging, refueling, and maintenance facilities. FTA recognizes that a significant transformation is occurring in the transit bus industry, with the increasing availability of low and zero emission bus vehicles for transit revenue operations.

In FY 2020, FTA is encouraging applicants to propose projects that introduce innovative technologies or practices in support of FTA's Accelerating Innovative Mobility (AIM) initiative. FTA is focused on the introduction of new technology not

commonly found within U.S. transit systems such as integrated fare payment systems permitting complete trips or advancements to propulsion systems. Innovation can also include practices such as new public transportation operational models, financial or procurement arrangements, or value capture.

B. Federal Award Information

Federal public transportation law (49 U.S.C. 5338(a)(2)(M)) authorizes \$55,000,000 in FY 2020 for the Low-No Program. The Further Consolidated Appropriations Act, 2020 appropriated an additional \$75,000,000 for the Low-No Program for a total \$130,000,000 available in FY 2020.

In FY 2019, the program received applications for 157 projects requesting a total of \$500 million. Thirty-eight projects were funded at a total of \$84.95 million. FTA may cap the amount a single recipient or State may receive as part of the selection process. In FY 2019, for example, the largest amount awarded to a single applicant was \$3 million and no State received more than 3.5 percent of the total funding available.

FTA will grant pre-award authority to incur costs for selected projects beginning on the date FY 2020 project selections are announced on FTA's website. Funds are available for obligation three fiscal years after the fiscal year in which the competitive awards are announced. Funds are only available for projects that have not incurred costs prior to the announcement of project selections.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include designated recipients, States, local governmental authorities, and Indian Tribes. Proposals for funding projects in rural (non-urbanized) areas may be submitted as part of a consolidated State proposal. To be considered eligible, applicants must be able to demonstrate the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program. States and other eligible applicants may submit consolidated proposals for projects in urbanized areas. Proposals may contain projects to be implemented by the recipient or its eligible subrecipients. Eligible subrecipients are entities that are otherwise eligible recipients under this program.

As permitted by the Further Consolidated Appropriations Act, 2020, applicants to the Low-No Program may submit applications that include

partnerships with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. If an application that involves such a partnership is selected for funding, the competitive selection process will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities. Applicants are advised that any changes to the proposed partnership will require FTA written approval, must be consistent with the scope of the approved project, and may necessitate a competitive procurement.

2. Cost Sharing or Matching

The maximum Federal share for projects that involve leasing or acquiring transit buses (including clean fuel or alternative fuel vehicles) for purposes of complying with or maintaining compliance with the Clean Air Act is 85 percent of the net project cost.

The maximum Federal share for the cost of acquiring, installing, or constructing vehicle-related equipment or facilities (including clean fuel or alternative fuel vehicle-related equipment or facilities) for purposes of complying with or maintaining compliance with the Clean Air Act is 90 percent of the net project cost of such equipment or facilities that are attributable to compliance with the Clean Air Act. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment associated with compliance with the Clean Air Act to be eligible for the maximum 90 percent Federal share for these costs.

Eligible sources of local match include the following: Cash from non-Government sources other than revenues from providing public transportation services; revenues derived from the sale of advertising and concessions; amounts received under a service agreement with a State or local social service agency or private social service organization; revenues generated from value capture financing mechanisms; funds from an undistributed cash surplus; replacement or depreciation cash fund or reserve; new capital; or in-kind contributions. Transportation development credits or in-kind match may be used for local match if identified and documented in the application.

3. Eligible Projects

Under the Low-No Program (49 U.S.C. 5339(c)(1)(B)), eligible projects include

projects or programs of projects in an eligible area for: (1) Purchasing or leasing low or no emission buses; (2) acquiring low or no emission buses with a leased power source; (3) constructing or leasing facilities and related equipment for low or no emission buses; (4) constructing new public transportation facilities to accommodate low or no emission buses; (5) or rehabilitating or improving existing public transportation facilities to accommodate low or no emission buses. As required by Federal public transportation law (49 U.S.C. 5339(c)(5)), FTA will only consider eligible projects relating to the acquisition or leasing of low or no emission buses or bus facilities that make greater reductions in energy consumption and harmful emissions than comparable standard buses or other low or no emission buses and are part of the recipient's long-term integrated fleet management plan.

A low or no-emission bus is defined as a passenger vehicle used to provide public transportation that significantly reduces energy consumption or harmful emissions, including direct carbon emissions, when compared to a standard vehicle. The statutory definition includes zero-emission transit buses, which are defined as buses that produce no direct carbon emissions and no particulate matter emissions under any and all possible operational modes and conditions. Examples of zero emission bus technologies include, but are not limited to, hydrogen fuel-cell buses and battery-electric buses. All new transit bus models must successfully complete FTA bus testing for production transit buses pursuant to FTA's Bus Testing regulation (49 CFR part 665) in order to be procured with funds awarded under the Low-No Program. All transit vehicles must be procured from certified transit vehicle manufacturers in accordance with the Disadvantaged Business Enterprise (DBE) regulations (49 CFR part 26). The development or deployment of prototype vehicles is not eligible for funding under the Low-No Program.

Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under Federal public transportation law (49 U.S.C. 5314(b)) and an additional 0.5 percent for costs associated with training at the National Transit Institute. Applicants must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget.

If a single project proposal involves multiple public transportation

providers, such as when an agency acquires vehicles that will be operated by another agency, the proposal must include a detailed statement regarding the role of each public transportation provider in the implementation of the project.

D. Application and Submission Information

1. Address To Request Application

Applications must be submitted electronically through *GRANTS.GOV*. General information for submitting applications through *GRANTS.GOV* can be found at www.fta.dot.gov/howtoapply along with specific instructions for the forms and attachments required for submission. Mail and fax submissions will not be accepted. A complete proposal submission consists of two forms: The SF-424 Application for Federal Assistance (available at *GRANTS.GOV*) and the supplemental form for the FY 2020 Low-No Program (downloaded from *GRANTS.GOV* or the FTA website at <https://www.transit.dot.gov/funding/grants/lowno>). Failure to submit the information as requested can delay review or disqualify the application.

2. Content and Form of Application Submission

A strong transportation network is critical to the functioning and growth of the American economy. The nation's industry depends on the transportation network to move the goods that it produces, and facilitate the movements of the workers who are responsible for that production. When the nation's highways, railways, and ports function well, that infrastructure connects people to jobs, increases the efficiency of delivering goods and thereby cuts the costs of doing business, reduces the burden of commuting, and improves overall well-being.

Rural transportation networks play a vital role in supporting our national economic vitality. Addressing the deteriorating conditions and disproportionately high fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the R.O.U.T.E.S. Initiative, the Department encourages applicants to consider how the project will address the challenges faced by rural areas.

a. Proposal Submission

A complete proposal submission consists of two forms: (1) The SF-424

Application for Federal Assistance; and (2) the supplemental form for the FY 2020 Low-No Program. The supplemental form and any supporting documents must be attached to the "Attachments" section of the SF-424. The application must include responses to all sections of the SF-424 Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in part E of this notice.

FTA will accept only one supplemental form per SF-424 submission. FTA encourages States and other applicants to consider submitting a single supplemental form that includes multiple activities to be evaluated as a consolidated proposal. If a State or other applicant chooses to submit separate proposals for individual consideration by FTA, each proposal must be submitted using a separate SF-424 and supplemental form.

Applicants may attach additional supporting information to the SF-424 submission, including but not limited to letters of support, project budgets, fleet status reports, or excerpts from relevant planning documents. Any supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

Information such as applicant name, Federal amount requested, local match amount, description of areas served, etc. may be requested in varying degrees of detail on both the SF-424 and supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built into the form. Applicants should use both the "Check Package for Errors" and the "Validate Form" validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent.

b. Application Content

The SF-424 Application for Federal Assistance and the supplemental form will prompt applicants for the required information, including:

i. Applicant name

- ii. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number
- iii. Key contact information (including contact name, address, email address, and phone)
- iv. Congressional district(s) where project will take place
- v. Project information (including title, an executive summary, and type)
- vi. A detailed description of the need for the project
- vii. A detailed description on how the project will support the Low-No Program objectives
- viii. Evidence that the project is consistent with local and regional planning documents
- ix. Evidence that the applicant can provide the local cost share
- x. A description of the technical, legal, and financial capacity of the applicant
- xi. A detailed project budget
- xii. An explanation of the scalability of the project
- xiii. Details on the local matching funds
- xiv. A detailed project timeline
- xv. Whether the project impacts an Opportunity Zone

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant has an exemption approved by FTA under Federal grants and agreements law (2 CFR 25.110(d)). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. All applicants must provide a unique entity identifier provided by SAM. Registration in SAM may take as little as 3–5 business days, but since there could be unexpected steps or delays (for example, if there is a need to obtain an Employer Identification Number), FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit www.sam.gov.

4. Submission Dates and Times

Project proposals must be submitted electronically through *GRANTS.GOV* by 11:59 p.m. Eastern time on March 17, 2020. *GRANTS.GOV* attaches a time stamp to each application at the time of submission. Proposals submitted after the deadline will only be considered under extraordinary circumstances not under the applicant's control. Mail and fax submissions will not be accepted.

Within 48 hours after submitting an electronic application, the applicant should receive an email message from *GRANTS.GOV* with confirmation of successful transmission to *GRANTS.GOV*. If a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the email notice, and *resubmit before the submission deadline*. If making a resubmission for any reason, include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

FTA urges applicants to submit applications at least 72 hours prior to the due date to allow time to receive the validation messages and to correct any problems that may have caused a rejection notification. *GRANTS.GOV* scheduled maintenance and outage times are announced on the *GRANTS.GOV* website. Deadlines will not be extended due to scheduled website maintenance.

Applicants are encouraged to begin the process of registration on the *GRANTS.GOV* site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in SAM is renewed annually, and (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in *GRANTS.GOV* by the AOR to make submissions.

5. Restrictions

Funds under this NOFO cannot be used to reimburse applicants for otherwise eligible expenses incurred prior to FTA award of a grant agreement until FTA has issued pre-award authority for selected projects.

6. Other Submission Requirements

Applicants are encouraged to identify scaled funding options in case

insufficient funding is available to fund a project at the full requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FTA may award a lesser amount regardless of whether a scalable option is provided.

E. Application Review Information

1. Criteria

Projects will be evaluated primarily on the responses provided in the supplemental form. Additional information may be provided to support the responses; however, any additional documentation must be directly referenced on the supplemental form, including the file name where the additional information can be found. FTA will evaluate proposals for the Low-No Program based on the criteria described in this notice.

Consistent with the Department's R.O.U.T.E.S. Initiative (<https://www.transportation.gov/rural>), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in this section, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities.

a. Demonstration of Need

Since the purpose of this program is to fund vehicles and facilities, applications will be evaluated based on the quality and extent to which they demonstrate how the proposed project will address an unmet need for capital investment in vehicles and/or supporting facilities. For example, an applicant may demonstrate that it requires additional or improved charging or maintenance facilities for low or no emission vehicles, that it intends to replace existing vehicles that have exceeded their minimum useful life, or that it requires additional vehicles to meet current ridership demands.

FTA will consider an applicant's responses to the following criteria when assessing the need for capital investment underlying the proposed project:

i. Consistency with Long-Term Fleet Management Plan: As required by

Federal public transportation law (49 U.S.C. 5339(c)(5)(b)), all project proposals must demonstrate that they are part of the intended recipient's long-term integrated fleet management plan, as demonstrated through an existing transit asset management program, fleet procurement plan, or similarly documented program or policy. These plans must be attached to the application. FTA will evaluate the consistency of the proposed project with the applicant's long-term fleet management plan, as well as the applicant's previous experience with the relevant low or no emissions vehicle technologies.

ii. For low or no emission bus projects (replacement and/or expansion): Applicants must provide information on the age, condition, and performance of the vehicles to be replaced by the proposed project. Vehicles to be replaced must have met their minimum useful life at the time of project completion. For service expansion requests, applicants must provide information on the proposed service expansion and the benefits for transit riders and the community from the new service. For all vehicle projects, the proposal must address whether the project conforms to FTA's spare ratio guidelines. Low or no emission vehicles funded under this program are not exempted from FTA's standard spare ratio requirements, which apply to and are calculated on the agency's entire fleet.

iii. For bus facility and equipment projects (replacement, rehabilitation, and/or expansion): Applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its minimum useful life.

b. Demonstration of Benefits

Applicants must demonstrate how the proposed project will support the statutory requirements of the Low-No Program (49 U.S.C. 5339(c)(5)(A)). In particular, FTA will consider the quality and extent to which applications demonstrate how the proposed project will: (1) Reduce Energy Consumption; (2) Reduce Harmful Emissions; and (3) Reduce Direct Carbon Emissions. FTA will also evaluate the potential of the proposed project to accelerate innovation.

i. Reduce Energy Consumption: Applicants must describe how the proposed project will reduce energy consumption. FTA will evaluate applications based on the degree to which the proposed technology reduces energy consumption as compared to

more common vehicle propulsion technologies.

ii. Reduce Harmful Emissions: Applicants must demonstrate how the proposed vehicles or facility will reduce the emission of particulates that create local air pollution, which leads to local environmental health concerns, smog, and unhealthy ozone concentrations. FTA will evaluate the rate of particulate emissions by the proposed vehicles or vehicles to be supported by the proposed facility, compared to the emissions from the vehicles that will be replaced or moved to the spare fleet as a result of the proposed project, as well as comparable standard buses.

iii. Reduce Direct Carbon Emissions: Applicants should demonstrate how the proposed vehicles or facility will reduce emissions of greenhouse gases from transit vehicle operations. FTA will evaluate the rate of direct carbon emissions by the proposed vehicles or vehicles to be supported by the proposed facility, compared to the emissions from the vehicles that will be replaced or moved to the spare fleet as a result of the proposed project, as well as comparable standard buses.

iv. Accelerating Innovation: Applicants may also demonstrate how the project will accelerate the introduction of innovative technologies or practices such as integrated fare payment systems permitting complete trips or advancements to propulsion systems. Innovation can also include practices such as new public transportation operational models, financial or procurement arrangements, or value capture.

c. Planning and Local/Regional Prioritization

Applicants must demonstrate how the proposed project is consistent with local and regional long-range planning documents and local government priorities. FTA will evaluate applications based on the quality and extent to which they assess whether the project is consistent with the transit priorities identified in the long-range plan; and/or contingency/illustrative projects included in that plan; or the locally developed human services public transportation coordinated plan. Applicants may submit copies of the relevant pages of such plans to support their application. FTA will consider how the project will support regional goals and applicants may submit support letters from local and regional planning organizations attesting to the consistency of the proposed project with these plans.

Evidence of additional local or regional prioritization may include

letters of support for the project from local government officials, public agencies, and non-profit or private sector partners.

d. Local Financial Commitment

Applicants must identify the source of the local cost share and describe whether such funds are currently available for the project or will need to be secured if the project is selected for funding. FTA will consider the availability of the local cost share as evidence of local financial commitment to the project. Applicants should submit evidence of the availability of funds for the project; for example, by including a board resolution, letter of support from the State, or other documentation of the source of local funds such as a budget document highlighting the line item or section committing funds to the proposed project. In addition, an applicant may propose a local cost share that is greater than the minimum requirement or provide documentation of previous local investments in the project, which cannot be used to satisfy local matching requirements, as evidence of local financial commitment. Additional consideration will be given to those projects that propose a larger local cost share. FTA will also note if an applicant proposes to use grant funds only for the incremental cost of new technologies over the cost of replacing vehicles with standard propulsion technologies.

e. Project Implementation Strategy

FTA will rate projects higher if grant funds can be obligated within 12 months of selection and the project can be implemented within a reasonable time frame. In assessing when funds can be obligated, FTA will consider whether the project qualifies for a Categorical Exclusion (CE), or whether the required environmental work has been initiated or completed for projects that require an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act of 1969 (NEPA), as amended. As such, applicants should submit information describing the project's anticipated path and timeline through the environmental review process. The proposal must state when grant funds can be obligated and indicate the timeframe under which the Metropolitan Transportation Improvement Program (TIP) and/or Statewide Transportation Improvement Program (STIP) can be amended to include the proposed project.

In assessing whether the proposed implementation plans are reasonable and complete, FTA will review the

proposed project implementation plan, including all necessary project milestones and the overall project timeline. For projects that will require formal coordination, approvals, or permits from other agencies or project partners, the applicant must demonstrate coordination with these organizations and their support for the project, such as through letters of support.

For project proposals that involve a partnership with a manufacturer, vendor, consultant, or other third party, applicants must identify by name any project partners, including, but not limited to, other transit agencies, bus manufacturers, owners or operators of related facilities, or any expert consultants. FTA will evaluate the experience and capacity of the named project partners to successfully implement the proposed project based on the partners' experience and qualifications. Applicants are advised to submit information on the partners' qualifications and experience as a part of the application. Entities involved in the project that are not named in the application will be required to be selected through a competitive procurement.

f. Technical, Legal, and Financial Capacity

Applicants must demonstrate that they have the technical, legal, and financial capacity to undertake the project. FTA will review relevant oversight assessments and records to determine whether there are any outstanding legal, technical, or financial issues with the applicant that would affect the outcome of the proposed project.

2. Review and Selection Process

In addition to other FTA staff that may review the proposals, a technical evaluation committee will evaluate proposals based on the published evaluation criteria. Members of the technical evaluation committee and other FTA staff may request additional information from applicants, if necessary. Based on the findings of the technical evaluation committee, the FTA Administrator will determine the final selection of projects for program funding. In determining the allocation of program funds, FTA may consider geographic diversity, diversity in the size of the transit systems receiving funding, projects located in or that support public transportation service in a qualified opportunity zone designated pursuant to 26 U.S.C. 1400Z-1, the applicant's receipt of other competitive awards, the percentage of the local share

provided, and whether the project includes an innovative technology or practice. FTA may consider capping the amount a single applicant may receive and prioritizing investments in rural areas. Projects that have a higher local financial commitment may also be prioritized.

After applying the above criteria, the FTA Administrator will consider the following key Departmental objectives:

- a. Supporting economic vitality at the national and regional level;
- b. Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;
- c. Accounting for the life-cycle costs of the project to promote the state of good repair;
- d. Using innovative approaches to improve safety and expedite project delivery; and,
- e. Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Award Performance and Integrity Information System accessible through SAM. An applicant may review and comment on any information about itself that a Federal awarding agency previously entered. FTA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in the Office of Management and Budget's Uniform Requirements for Federal Awards (2 CFR 200.205).

F. Federal Award Administration Information

The FTA Administrator will announce the final project selections on the FTA website. Recipients should contact their FTA Regional Offices for additional information regarding allocations for projects under the Low-No Program. At the time the project selections are announced, FTA will extend pre-award authority for the selected projects. There is no blanket pre-award authority for these projects before announcement.

1. Federal Award Notices

Funds under the Low-No Program are available to States, designated recipients, local governmental authorities, and Indian Tribes. There is no minimum or maximum grant award

amount; however, FTA intends to fund as many meritorious projects as possible. Only proposals from eligible recipients for eligible activities will be considered for funding. Due to funding limitations, applicants that are selected for funding may receive less than the amount originally requested. In those cases, applicants must be able to demonstrate that the proposed projects are still viable and can be completed with the amount awarded.

2. Administrative and National Policy Requirements

a. Pre-Award Authority

FTA will issue specific guidance to recipients regarding pre-award authority at the time of selection. FTA does not provide pre-award authority for competitive funds until projects are selected, and even then, there are Federal requirements that must be met before costs are incurred. For more information about FTA's policy on pre-award authority, please see the FY 2019 Apportionment Notice published on July 3, 2019. <https://www.govinfo.gov/content/pkg/FR-2019-07-03/pdf/2019-14248.pdf>.

b. Grant Requirements

If selected, awardees will apply for a grant through FTA's Transit Award Management System (TrAMS). All Low-No Program recipients are subject to the grant requirements of the Urbanized Area Formula Grant program (49 U.S.C. 5307), including those of FTA Circular "Urbanized Area Formula Program: Program Guidance and Application Instructions" (FTA.C.9030.1E). All recipients must also follow the Award Management Requirements (FTA.C.5010.1) and the labor protections required by Federal public transportation law (49 U.S.C. 5333(b)). Technical assistance regarding these requirements is available from each FTA regional office.

c. Buy America

FTA requires that all capital procurements meet FTA's Buy America requirements (49 U.S.C. 5323(j)), which require that all iron, steel, or manufactured products be produced in the United States. Federal public transportation law provides for a phased increase in the domestic content for rolling stock between FY 2016 and FY 2020. For FY 2020 and beyond, the cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components. There is no change to the requirement that final assembly of rolling stock must occur in the United

States. FTA issued guidance on the implementation of the phased increase in domestic content on September 1, 2016 (81 FR 60278). Applicants should read the policy guidance carefully to determine the applicable domestic content requirement for their project. Any proposal that will require a waiver must identify in the application the items for which a waiver will be sought. Applicants should not proceed with the expectation that waivers will be granted. Consistent with Executive Order 13858 *Strengthening Buy-American Preferences for Infrastructure Projects*, signed by President Trump on January 31, 2019, applicants should maximize the use of goods, products, and materials produced in the United States, in Federal procurements and through the terms and conditions of Federal financial assistance awards.

d. Disadvantaged Business Enterprise

FTA requires that its recipients receiving planning, capital, and/or operating assistance that will award prime contracts exceeding \$250,000 in FTA funds in a Federal fiscal year comply with Department of Transportation Disadvantaged Business Enterprise (DBE) program regulations (49 CFR part 26). Applicants should expect to include any funds awarded, excluding those to be used for vehicle procurements, in setting their overall DBE goal. Note, however, that projects including vehicle procurements remain subject to the DBE program regulations. The rule requires that, prior to bidding on any FTA-assisted vehicle procurement, entities that manufacture vehicles, or perform post-production alterations or retrofitting, must submit a DBE program plan and goal methodology to FTA. Further, to the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (*e.g.*, replacing major components such as an engine to provide a "like new" vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer and must also comply with the DBE regulations.

FTA will then issue a transit vehicle manufacturer (TVM) concurrence/certification letter. Grant recipients must verify each entity's compliance with these requirements before accepting its bid. A list of compliant, certified TVMs is posted on FTA's web page at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>. Please note that this list is nonexclusive, and recipients must

contact FTA before accepting bids from entities not listed on this web-posting. Recipients may also establish project-specific DBE goals for vehicle procurements. FTA will provide additional guidance as grants are awarded. For more information on DBE requirements, please contact Scheryl Portee, Office of the Chief Counsel, 202-366-0840, email: scheryl.portee@dot.gov.

e. Planning

FTA encourages applicants to notify the appropriate State Departments of Transportation and metropolitan planning organizations in areas likely to be served by the project funds made available under these initiatives and programs. Selected projects must be incorporated into the long-range plans and transportation improvement programs of States and metropolitan areas before they are eligible for FTA funding. As described under the evaluation criteria, FTA may consider whether a project is consistent with or already included in these plans when evaluating a project.

f. Standard Assurances

The applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, directives, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.

3. Reporting

Post-award reporting requirements include the electronic submission of Federal Financial Reports and Milestone Progress Reports in FTA's electronic grants management system. Recipients of funds made available through this NOFO are also required to regularly submit data to the National Transit Database.

G. Technical Assistance and Other Program Information

This program is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs." FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C. Complete applications must be submitted through [GRANTS.GOV](https://www.grants.gov) by 11:59 p.m. Eastern time on March 17, 2020. For issues with [GRANTS.GOV](https://www.grants.gov), please contact [GRANTS.GOV](https://www.grants.gov) by phone at 1-800-518-4726 or by email at support@grants.gov. Contact information for FTA's regional offices can be found on FTA's website at www.fta.dot.gov.

H. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Low-No Program manager, Victor Waldron, by phone at 202-366-5183, or by email at victor.waldron@dot.gov. A TDD is available for individuals who are deaf or hard of hearing at 800-877-8339. In addition, FTA will post answers to questions and requests for clarifications on FTA's website at <https://www.transit.dot.gov/funding/grants/lowno>. To ensure applicants receive accurate information about eligibility or the program, applicants are encouraged to contact FTA directly, rather than through intermediaries or third parties, with questions. FTA staff may also conduct briefings on the FY 2020 competitive grants selection and award process upon request.

K. Jane Williams,
Acting Administrator.

[FR Doc. 2020-01140 Filed 1-23-20; 8:45 am]

BILLING CODE P

DEPARTMENT OF TRANSPORTATION

Maritime Administration

Voluntary Intermodal Sealift Agreement/Joint Planning Advisory Group Meeting

AGENCY: Maritime Administration, Department of Transportation.

ACTION: Notice.

SUMMARY: The Voluntary Intermodal Sealift Agreement (VISA) program requires that a notice of the time, place, and nature of each VISA Joint Planning Advisory Group (JPAG) meeting be published in the *Federal Register*. On January 14, 2020, the Maritime Administration (MARAD) and the U.S. Transportation Command (USTRANSCOM) co-hosted a classified VISA JPAG meeting at Scott Air Force

should notify FRA, in writing, before the end of the comment period and specify the basis for their request.

All communications concerning these proceedings should identify the appropriate docket number and may be submitted by any of the following methods:

- Website: <http://www.elsevier.com/locate/bsc>

www.regulations.gov. Follow the online instructions for submitting comments.

- *Fax:* 202-493-2251.

- **Mail:** Docket Operations Facility,
U.S. Department of Transportation, 1200
New Jersey Ave. SE, W12-140,
Washington, DC 20590.

- **Hand Delivery:** 1200 New Jersey Ave. SE, Room W12-140, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal Holidays.

Communications received by March 16, 2020 will be considered by FRA before final action is taken. Comments received after that date will be considered if practicable.

Anyone can search the electronic form of any written communications and comments received into any of our dockets by the name of the individual submitting the comment (or signing the document, if submitted on behalf of an association, business, labor union, etc.). Under 5 U.S.C. 553(c), DOT solicits comments from the public to better inform its processes. DOT posts these comments, without edit, including any personal information the commenter provides, to www.regulations.gov, as described in the system of records notice (DOT/ALL-14 FDMS), which can be reviewed at www.dot.gov/privacy. See also <https://www.regulations.gov/privacyNotice> for the privacy notice of www.regulations.gov.

Issued in Washington, DC.

John Karl Alexy,
*Associate Administrator for Railroad Safety
Chief Safety Officer.*

[FR Doc. 2020-01672 Filed 1-29-20; 8:45 am]

BILLING CODE 4910-06-P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Fiscal Year 2020 Competitive Funding Opportunity; Grants for Buses and Bus Facilities Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for approximately

\$454.6 million in fiscal year (FY) 2020 funds under the Grants for Buses and Bus Facilities Program (CFDA#20.526). As required by federal public transportation law and subject to funding availability, funds will be awarded competitively to assist in the financing of capital projects to replace, rehabilitate, purchase or lease buses and related equipment, and to rehabilitate, purchase, construct or lease bus-related facilities. Projects may include costs incidental to the acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses. FTA may award additional funds if they are made available to the program prior to the announcement of project selections.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* “APPLY” function by 11:59 p.m. Eastern Time on March 30, 2020. Prospective applicants should initiate the process by promptly registering on the *GRANTS.GOV* website to ensure completion of the application process before the submission deadline. Instructions for applying can be found on FTA’s website at <http://transit.dot.gov/howtoapply> and in the “FIND” module of *GRANTS.GOV*.

The *GRANTS.GOV* funding opportunity ID is FTA-2020-006-BUS. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT:

For further information contact:
Mark Bathrick, FTA Office of Program
Management, 202-366-9955, or
mark.bathrick@dot.gov.

SUPPLEMENTARY INFORMATION:

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A. Program Description

Federal public transportation law (49 U.S.C 5339(b)) authorizes FTA to award funds for the Grants for Buses and Bus Facilities Program through a competitive process, as described in this notice, for capital projects to replace, rehabilitate, purchase or lease buses and related equipment and to rehabilitate, purchase, construct or lease bus-related facilities.

The purpose of the Grants for Buses and Bus Facilities Program is to assist in the financing of capital projects for buses and bus facilities, including replacing, rehabilitating, purchasing, or leasing buses or related equipment, and rehabilitating, purchasing, constructing, or leasing bus-related facilities.

The Grants for Buses and Bus Facilities Program provides funds to eligible applicants including designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. FTA also may award grants to eligible recipients for projects to be undertaken by subrecipients. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation. In accordance with Federal public transportation law (49 U.S.C. 5339(b)(2)), FTA will “consider the age and condition of buses, bus fleets, related equipment, and bus-related facilities” in selecting projects for funding. FTA may prioritize projects that demonstrate how they will address significant repair and maintenance needs, improve the safety of transit systems and deploy connective projects that include advanced technologies to connect bus systems with other networks.

In FY 2020, FTA is encouraging applicants to propose projects that introduce innovative technologies or practices in support of FTA's Accelerating Innovative Mobility (AIM) initiative. FTA is focused on the introduction of new technology not commonly found within U.S. transit systems such as integrated fare payment systems permitting complete trips or advancements to propulsion systems. Innovation can also include practices such as new public transportation operational models, financial or procurement arrangements, or value capture.

B. Federal Award Information

Federal public transportation law (49 U.S.C. 5338(a)(2)(M)) authorizes \$289,044,179 in FY 2020 funds for the Grants for Buses and Bus Facilities Program. The Further Consolidated Appropriations Act, 2020 appropriated an additional \$170,000,000 for the Grants for Buses and Bus Facilities Program. After the mandatory oversight takedown of \$4,417,831 FTA is announcing the availability of \$454,626,348 for the Grants for Buses and Bus Facilities Program through this notice.

As required by Federal public transportation law (49 U.S.C. 5339(b)(5))

and 49 U.S.C. 5339(b)(8)), a minimum of 10 percent of the amount awarded under the Grants for Buses and Bus Facilities Program will be awarded to projects located in rural areas and no single grantee will be awarded more than 10 percent of the amounts made available. FTA may further cap the amount a single recipient or State may receive as part of the selection process.

FTA will grant pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. Funds are only available for projects that have not incurred costs prior to the selection of projects, and will remain available for obligation for three Federal fiscal years, not including the year in which the funds are allocated to projects.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation.

States may submit a statewide application on behalf of public agencies or private nonprofit organizations engaged in public transportation in rural areas or for other areas for which a State allocates funds. Except for projects proposed by Indian tribes, all proposals for projects in rural (non-urbanized) areas must be submitted by a State, either individually or as a part of a statewide application. States and other eligible applicants may also submit consolidated proposals for projects in urbanized areas. The submission of a statewide or consolidated urbanized area application shall not preclude the submission and consideration of any application from other eligible recipients in an urbanized area in a State. Proposals may contain projects to be implemented by the recipient or its subrecipients.

To be considered eligible, applicants must be able to demonstrate the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program.

2. Cost Sharing or Matching

The maximum federal share for projects selected under the Grants for Buses and Bus Facilities Program is 80 percent of the net project cost (*i.e.*, the local amount should be at least 20 percent of the net project cost, not 20 percent of the requested grant amount),

unless noted below by one of the exceptions.

a. The maximum Federal share is 85 percent of the net project cost of acquiring vehicles (including clean-fuel or alternative fuel vehicles) for purposes of complying with or maintaining compliance with the Clean Air Act (CAA) and/or the Americans with Disabilities Act (ADA) of 1990.

b. The maximum Federal share is 90 percent of the net project cost of acquiring, installing or constructing vehicle-related equipment or facilities (including clean fuel or alternative-fuel vehicle-related equipment or facilities) for purposes of complying with or maintaining compliance with the ADA or CAA. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment associated with compliance with ADA or CAA to be eligible for the maximum 90 percent Federal share for these costs.

Eligible sources of local match include the following: Cash from non-Government sources other than revenues from providing public transportation services; revenues derived from the sale of advertising and concessions; amounts received under a service agreement with a State or local social service agency or private social service organization; revenues generated from value capture financing mechanisms; or funds from an undistributed cash surplus; replacement or depreciation cash fund or reserve; or new capital. In addition, transportation development credits or documentation of in-kind match may substitute for local match if identified in the application.

If an applicant proposes a Federal share greater than 80 percent, the application must clearly explain why the project is eligible for the proposed Federal share.

3. Eligible Projects

Under the Grants for Buses and Bus Facilities Program (49 U.S.C. 5339(b)(1)), eligible projects are capital projects to replace, rehabilitate purchase, or lease buses, vans, and related equipment, and capital projects to rehabilitate, purchase, construct, or lease bus-related facilities.

Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under Federal public transportation law (49 U.S.C. 5314(b)) and an additional 0.5 percent for costs associated with training at the National Transit Institute, to pay not more than 80 percent of the cost of eligible activities (see 49 U.S.C. 5314(b)(4) and 49 U.S.C. 5314(c)(4)(A)). Applicants

must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget.

D. Application and Submission Information

1. Address

Applications must be submitted electronically through *GRANTS.GOV*. General information for submitting applications through *GRANTS.GOV* can be found at <https://www.transit.dot.gov/funding/grants/applying/applying-fta-funding> along with specific instructions for the forms and attachments required for submission. Mail and fax submissions will not be accepted. A complete proposal submission consists of two forms: The SF-424 Application for Federal Assistance (downloaded from *GRANTS.GOV*) and the supplemental form for the FY 2020 Grants for Buses and Bus Facilities Program (downloaded from *GRANTS.GOV* or the FTA website at www.transit.dot.gov/busprogram). Applicants may also attach additional supporting information. Failure to submit the information as required can delay or prevent review of the application.

2. Content and Form of Application Submission

A strong transportation network is critical to the functioning and growth of the American economy. The nation's industry depends on the transportation network to move the goods that it produces, and facilitate the movements of the workers who are responsible for that production. When the nation's highways, railways, and ports function well, that infrastructure connects people to jobs, increases the efficiency of delivering goods and thereby cuts the costs of doing business, reduces the burden of commuting, and improves overall well-being.

Rural transportation networks play a vital role in supporting our national economic vitality. Addressing the deteriorating conditions and disproportionately high fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the R.O.U.T.E.S. Initiative, the Department encourages applicants to consider how the project will address the challenges faced by rural areas.

A complete proposal submission consists of two forms: The SF-424 Application for Federal Assistance and

the FY 2020 Grants for Buses and Bus Facilities Program supplemental form. The supplemental form and any supporting documents must be attached to the "Attachments" section of the SF-424. A complete application must include responses to all sections of the SF-424 Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in part E of this notice.

FTA will accept only one supplemental form per SF-424 submission. FTA encourages States and other applicants to consider submitting a single supplemental form that includes multiple activities to be evaluated as a consolidated proposal. If a State or other applicant chooses to submit separate proposals for individual consideration by FTA, each proposal must be submitted using a separate SF-424 and supplemental form.

Applicants may attach additional supporting information to the SF-424 submission, including but not limited to letters of support, project budgets, fleet status reports or excerpts from relevant planning documents. Supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

Information such as applicant name, Federal amount requested, local match amount, description of areas served, etc. may be requested in varying degrees of detail on both the SF-424 and Supplemental Form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should not place N/A or "refer to attachment" in lieu of typing in responses in the field sections. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built into the form. Applicants should use both the "Check Package for Errors" and the "Validate Form" validation buttons on both forms to check all required fields on the forms, and ensure that the federal and local amounts specified are consistent.

The SF-424 Mandatory Form and the Supplemental Form will prompt applicants for the required information, including:

a. Applicant name

- b. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number
- c. Key contact information (including contact name, address, email address, and phone)
- d. Congressional district(s) where project will take place
- e. Project information (including title, an executive summary, and type)
- f. A detailed description of the need for the project
- g. A detailed description on how the project will support the Buses and Bus Facilities Program's objectives
- h. Evidence that the project is consistent with local and regional planning objectives
- i. Evidence that the applicant can provide the local cost share
- j. A description of the technical, legal and financial capacity of the applicant
- k. A detailed project budget
- l. An explanation of the scalability of the project
- m. Details on the local matching funds
- n. A detailed project timeline
- o. Whether the project impacts an Opportunity Zone

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant has an exemption approved by FTA under Federal grants and agreements law (2 CFR 25.110(d)). FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. All applicants must provide a unique entity identifier provided by SAM. SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit www.sam.gov.

4. Submission Dates and Times

Project proposals must be submitted electronically through GRANTS.GOV by

11:59 p.m. Eastern on March 30, 2020. Mail and fax submissions will not be accepted.

FTA urges applicants to submit applications at least 72 hours prior to the due date to allow time to correct any problems that may have caused either GRANTS.gov or FTA systems to reject the submission. Proposals submitted after the deadline will only be considered under extraordinary circumstances not under the applicant's control. Deadlines will not be extended due to scheduled website maintenance. GRANTS.GOV scheduled maintenance and outage times are announced on the GRANTS.GOV website.

Within 48 hours after submitting an electronic application, the applicant should receive an email message from GRANTS.GOV with confirmation of successful transmission to GRANTS.GOV. If a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the email notice, and resubmit before the submission deadline. If making a resubmission for any reason, applicants must include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

Applicants are encouraged to begin the process of registration on the GRANTS.GOV site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the System for Award Management (SAM) is renewed annually; and, (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in GRANTS.GOV by the AOR to make submissions.

5. Funding Restrictions

Funds under this NOFO cannot be used to reimburse applicants for otherwise eligible expenses incurred prior to FTA award of a grant agreement until FTA has issued pre-award authority for selected projects.

6. Other Submission Requirements

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding

amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FTA may award a lesser amount whether or not a scalable option is provided.

E. Application Review Information

FTA will evaluate project proposals for the Grants for Buses and Bus Facilities Program based on the criteria described in this notice. Projects will be evaluated primarily on the responses provided in the supplemental form. Additional information may be provided to support the responses; however, any additional documentation must be directly referenced on the supplemental form, including the file name where the additional information can be found.

Consistent with the Department's R.O.U.T.E.S. Initiative (<https://www.transportation.gov/rural>), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in this section, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities.

1. Demonstration of Need

Applications will be evaluated based on the quality and extent to which they demonstrate how the proposed project will address an unmet need for capital investment in bus vehicles and/or supporting facilities. For example, an applicant may demonstrate an excessive reliance on vehicles that are beyond their intended service life, insufficient maintenance facilities due to size or condition, a vehicle fleet that is insufficient to meet current ridership demands or passenger facilities that are insufficient for their current use. Applicants should address whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA formula program allocations and State or local resources. As a part of the response for demonstration of need, applicants should provide the following information:

a. For bus projects (replacement, rehabilitation or expansion): Applicants must provide information on the age, condition and performance of the asset(s) to be replaced or rehabilitated by the proposed project. For service expansion requests, applicants must provide information on the proposed

service expansion and the benefits for transit riders and the community from the new service. For all vehicle projects, the proposal must address how the project conforms to FTA's spare ratio guidelines.

b. For bus facility and equipment projects (replacement, rehabilitation and/or expansion): Applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its minimum useful life.

2. Demonstration of Benefits

Applications will be evaluated based on how well they describe how the proposed project will improve the condition of the transit system, improve the reliability of transit service for its riders, enhance access and mobility within the service area, or accelerate innovation.

System Condition: FTA will evaluate the potential for the project to improve the condition of the transit system by repairing and/or replacing assets that are in poor condition or have surpassed their minimum or intended useful life benchmarks, lowering the average age of vehicles in the fleet and/or reducing the cost of maintaining outdated vehicles, facilities and equipment.

Service Reliability: FTA will evaluate the potential for the project to reduce the frequency of breakdowns or other service interruptions caused by the age and condition of the agency's bus fleet. Applicants should document their current service reliability metrics and benchmark goals, including their strategy for improving reliability with or without the award of Bus and Bus Facilities Program funds.

Enhanced Access and Mobility: FTA will evaluate the potential for the project to improve access and mobility for the transit riding public, such as through increased reliability, improved headways, creation of new transportation choices or eliminating gaps in the current route network. Proposed benefits should be based on documented ridership demand and be well-described or documented through a study or route planning proposal.

Accelerating Innovation: FTA will evaluate the potential for the project to accelerate the introduction of innovative technologies or practices such as integrated fare payment systems permitting complete trips or advancements to propulsion systems. Innovation can also include practices such as new public transportation operational models, financial or procurement arrangements, or value capture.

3. Planning and Local/Regional Prioritization

Applicants must demonstrate how the proposed project will be consistent with local and regional long-range planning documents and local government priorities. This will involve assessing whether the project is consistent with the transit priorities identified in the long range plan; and/or contingency/illustrative projects included in that plan; or the locally developed human services public transportation coordinated plan. Applicants are not required to submit copies of such plans, but should describe how the project will support regional goals. Additional consideration will be given to applications including support letters from local and regional planning organizations, local government officials, public agencies and/or non-profit or private sector partners attesting to the consistency of the proposed project with these plans. Applicants may also address how the proposed project will impact overall system performance, asset management performance or specific performance measures tracked and monitored by the applying entity to demonstrate how the proposed project will address local and regional planning priorities.

Evidence of additional local or regional prioritization (*i.e.*, Statewide Transportation Improvement Plan and Long Range Transportation Plan) should include letters of support for the project from local government officials, public agencies (*i.e.*, Metropolitan Planning Organizations) and non-profit or private sector partners.

4. Local Financial Commitment

Applicants must identify the source of the local cost share and describe whether such funds are currently available for the project or will need to be secured if the project is selected for funding. FTA will consider the availability of the local cost share as evidence of local financial commitment to the project. Additional consideration will be given to those projects for which local funds have already been made available or reserved. Applicants should submit evidence of the availability of funds for the project, for example by including a board resolution, letter of support from the State or other documentation of the source of local funds such as a budget document highlighting the line item or section committing funds to the proposed project. In addition, as evidence of local financial commitment, an applicant may propose a local cost share that is greater than the minimum requirement.

Additional consideration will be given to those projects that propose a larger percentage of local cost share.

5. Project Implementation Strategy

Projects will be evaluated based on the extent to which the project is ready to implement within a reasonable period of time and whether the applicant's proposed implementation plans are reasonable and complete.

In assessing whether the project is ready to implement within a reasonable period of time, FTA will consider whether the project qualifies for a Categorical Exclusion, or whether the required environmental work has been initiated or completed for projects that require an Environmental Assessment or Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA), as amended. As such, applicants should submit information describing the project's anticipated path and timeline through the environmental review process. The proposal must also state whether grant funds can be obligated within 12 months from time of award, if selected, and indicate the timeframe under which the Metropolitan Transportation Improvement Program and/or Statewide Transportation Improvement Program can be amended to include the proposed project. Additional consideration will be given to projects for which grant funds can be obligated within 12 months from time of award.

In assessing whether the proposed implementation plans are reasonable and complete, FTA will review the proposed project implementation plan, including all necessary project milestones and the overall project timeline. For projects that will require formal coordination, approvals or permits from other agencies or project partners, the applicant must demonstrate coordination with these organizations and their support for the project, such as through letters of support.

6. Technical, Legal and Financial Capacity

Applicants must demonstrate that they have the technical, legal and financial capacity to undertake the project. FTA will review relevant oversight assessments and records to determine whether there are any outstanding legal, technical or financial issues with the applicant that would affect the outcome of the proposed project. Applicants with outstanding legal, technical or financial compliance issues from an FTA compliance review or Federal Transit grant-related Single Audit finding must explain how

corrective actions taken will mitigate negative impacts on the proposed project.

F. Review and Selection Process Information

In addition to other FTA staff that may review the proposals, a technical evaluation committee will evaluate proposals based on the published evaluation criteria. After applying the above criteria, the FTA Administrator will consider the following key Departmental objectives:

(A) Supporting economic vitality at the national and regional level;

(B) Utilizing alternative funding sources and innovative financing models to attract non-Federal sources of infrastructure investment;

(C) Accounting for the life-cycle costs of the project to promote the state of good repair;

(D) Using innovative approaches to improve safety and expedite project delivery; and

(E) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems (FAPIS) accessible through SAM. An applicant, may review and comment on information about itself that a Federal awarding agency previously entered.

The FTA Administrator will determine the final selection of projects for program funding. In determining the allocation of program funds, FTA may consider geographic diversity, diversity in the size of the transit systems receiving funding, the applicant's receipt of other competitive awards, projects located in or that support public transportation service in a qualified opportunity zone designated pursuant to 26 U.S.C. 1400Z-1, the percentage of local share provided, and whether the project includes an innovative technology or practice. Not less than 10 percent of the Buses and Bus Facilities Program funds will be distributed to projects in rural areas. In addition, FTA will not award more than 10 percent of the funds to a single grantee.

G. Federal Award Administration Information

1. Federal Award Notice

Final project selections will be posted on the FTA website. FTA will also publish a list of the selected projects, a summary of final ratings for selected

projects, Federal award amounts and recipients in the **Federal Register**. Selected recipients should contact their FTA regional offices for additional information regarding allocations for projects under the Grants for Buses and Bus Facilities Program.

At the time the project selections are announced, FTA will extend pre-award authority for the selected projects. There is no blanket pre-award authority for these projects before announcement.

2. Award Administration

Funds under the Grants for Buses and Bus Facilities Program are available to designated recipients that allocate funds to fixed route bus operators, state or local governmental entities that operate fixed route bus service, and Indian tribes. There is no minimum or maximum grant award amount apart from the restriction that FTA will not award more than ten percent of the funds to a single grantee; however, FTA intends to fund as many meritorious projects as possible. Only proposals from eligible recipients for eligible activities will be considered for funding. Due to funding limitations, proposals that are selected for funding may receive less than the amount originally requested. In those cases, applicants must be able to demonstrate that the proposed projects are still viable stand-alone projects that can be completed with the amount awarded.

3. Administrative and National Policy Requirements

a. Pre-Award Authority

The FTA will issue specific guidance to recipients regarding pre-award authority at the time of selection. The FTA does not provide pre-award authority for competitive funds until projects are selected and even then there are Federal requirements that must be met before costs are incurred. For more information about FTA's policy on pre-award authority, please see the FY 2019 Apportionment Notice published on July 3, 2019 which can be accessed at <https://www.govinfo.gov/content/pkg/FR-2019-07-03/pdf/2019-14248.pdf>.

b. Grant Requirements

If selected, awardees will apply for a grant through FTA's Transit Award Management System (TrAMS). Recipients of Grants for Buses and Bus Facilities Program funding in urban areas are subject to the grant requirements of the Urbanized Area Formula Grant program (49 U.S.C. 5307), including those of FTA Circular "Urbanized Area Formula Program: Program Guidance and Application

Instructions" (FTA.C.9030.1E).

Recipients of funding in rural areas are subject to the grant requirements of the Formula Grants for Rural Areas Program (49 U.S.C. 5311), including those of FTA Circular "Formula Grants for Rural Areas: Program Guidance and Application Instructions" (FTA.C.9040.1G). All recipients must follow the Award Management Requirements (FTA.C.5010.1E), and the labor protections required by Federal public transportation law (49 U.S.C. 5333(b)). Technical assistance regarding these requirements is available from each FTA regional office.

c. Buy America and Strengthening Buy-American Preferences for Infrastructure Projects

The FTA requires that all capital procurements meet FTA's Buy America requirements (49 U.S.C. 5323(j)), which require that all iron, steel, or manufactured products be produced in the United States, to help create and protect manufacturing jobs in the United States. The Grants for Buses and Bus Facilities Program will have a significant economic impact toward meeting the objectives of the Buy America law. Federal public transportation law provides for a phased increase in the domestic content for rolling stock. For FY 2020 and beyond, the cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components. There is no change to the requirement that final assembly of rolling stock must occur in the United States. FTA issued guidance on the implementation of the phased increase in domestic content on September 1, 2016 (81 FR 60278). Any proposal that will require a waiver must identify in the application the items for which a waiver will be sought. Applicants should not proceed with the expectation that waivers will be granted, nor should applicants assume that selection of a project under the Grants for Buses and Bus Facilities Program that includes a partnership with a manufacturer, vendor, consultant, or other third party constitutes a waiver of the Buy America requirements applicable at the time the project is undertaken.

Consistent with Executive Order 13858 *Strengthening Buy-American Preferences for Infrastructure Projects*, signed by President Trump on January 31, 2019, applicants should maximize the use of goods, products, and materials produced in the United States, in Federal procurements and through the terms and conditions of Federal financial assistance awards.

d. Disadvantaged Business Enterprise

FTA requires that its recipients receiving planning, capital and/or operating assistance that will award prime contracts exceeding \$250,000 in FTA funds comply with the Disadvantaged Business Enterprise (DBE) program regulations (49 CFR part 26). The rule requires that, prior to bidding on any FTA-assisted vehicle procurement, entities that manufacture vehicles or perform post-production alterations or retrofitting must submit a DBE Program plan and annual goal methodology to FTA. Further, to the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retro-fitting (e.g., replacing major components such as engine to provide a "like new" vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer and must also comply with the DBE regulations.

FTA will then issue a transit vehicle manufacturer (TVM) concurrence/certification letter. Grant recipients must verify each entity's compliance with these requirements before accepting its bid. A list of compliant, certified TVMs is posted on FTA's website at www.transit.dot.gov/TVM. Please note that this list is nonexclusive and recipients must contact FTA before accepting bids from entities not listed on this Web posting. Recipients may also establish project-specific DBE goals for vehicle procurements. FTA will provide additional guidance as grants are awarded. For more information on DBE requirements, please contact Scheryl Portee, the Office of the Chief Counsel, at 202-366-0840, email: scheryl.portee@dot.gov.

e. Planning

FTA encourages applicants to notify the appropriate State Departments of Transportation and MPOs in areas likely to be served by the project funds made available under this program. Selected projects must be incorporated into the long-range plans and transportation improvement programs of States and metropolitan areas before they are eligible for FTA funding.

f. Standard Assurances

By submitting a grant application, the applicant assures that it will comply with all applicable federal statutes, regulations, executive orders, directives, FTA circulars and other federal administrative requirements in carrying out any project supported by the FTA grant. Further, the applicant

acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant, if it does not have current certifications on file.

g. Reporting

Post-award reporting requirements include the electronic submission of Federal Financial Reports and Milestone Progress Reports in FTA's electronic grants management system. Recipients of funds made available through this NOFO are also required to regularly submit data to the National Transit Database.

H. Technical Assistance and Other Program Information

This program is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs." FTA will consider applications for funding only from eligible recipients for eligible projects listed in Section C. Complete applications must be submitted through GRANTS.GOV by 11:59 p.m. Eastern time on March 30, 2020. For assistance with GRANTS.GOV please contact support@grants.gov. Contact information for FTA's regional offices can be found on FTA's website at <https://www.transit.dot.gov/about/regional-offices/regional-offices>.

I. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Grants for Buses and Bus Facilities Program manager, Mark Bathrick, via email at mark.bathrick@dot.gov or by phone at 202-366-9955. A TDD is available for individuals who are deaf or hard of hearing at 800-877-8339. In addition, FTA will post answers to questions and requests for clarifications on FTA's website at <http://transit.dot.gov/busprogram>. FTA staff will also conduct a webinar for potential applicants to learn more about the program and submittal process.

To ensure the receipt of accurate information about eligibility or the program, applicants with questions are encouraged to contact FTA directly,

rather than through intermediaries or third parties.

K. Jane Williams,
Acting Administrator.

[FR Doc. 2020-01614 Filed 1-29-20; 8:45 am]

BILLING CODE P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2020 Competitive Funding Opportunity: Passenger Ferry Grant Program

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for \$30 million in competitive grants under the Fiscal Year (FY) 2020 Passenger Ferry Grant Program (Ferry Program) (Catalog of Federal Domestic Assistance #20.507). As required by Federal public transportation law, funds will be awarded competitively to designated recipients or eligible direct recipients of Urbanized Area Formula funds to assist in the financing of capital projects to support existing passenger ferry service, establish new ferry service, and to repair and modernize ferry boats, terminals, and related facilities and equipment. FTA may award additional funding made available to the program prior to the announcement of project selections.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* "APPLY" function by 11:59 p.m. Eastern time March 30, 2020. Prospective applicants should initiate the process by promptly registering on the *GRANTS.GOV* website to ensure completion of the application process before the submission deadline.

Instructions for applying can be found on FTA's website at <https://www.transit.dot.gov/funding/grants/applying/applying-fta-funding> and in the "FIND" module of *GRANTS.GOV*. The funding opportunity ID is FTA-2020-008-Ferry. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Vanessa Williams, FTA Office of Program Management, (202) 366-4818, or vanessa.williams@dot.gov.

SUPPLEMENTARY INFORMATION:

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- H. Federal Awarding Agency Contact(s)
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A. Program Description

Federal public transportation law (49 U.S.C. 5307(h)) authorizes FTA to award grants for passenger ferries through a competitive process, as described in this notice. The Ferry Program provides funding to designated recipients and direct recipients under FTA's Urbanized Area Formula Program, as well as public entities engaged in providing public transportation passenger ferry service in urban areas that are eligible to be direct recipients. Projects under the program are for capital to improve the condition and quality of existing passenger ferry services, support the establishment of new passenger ferry services, and to repair and modernize ferry boats, terminals, and related facilities and equipment. FTA recognizes that passenger ferries provide critical and cost-effective transportation links in urban areas throughout the United States, but face a critical backlog of state of good repair and safety investments.

In FY 2020, FTA is encouraging applicants to propose projects that introduce innovative technologies or practices in support of FTA's Accelerating Innovative Mobility (AIM) initiative. FTA is focused on the introduction of new technology not commonly found within U.S. transit systems such as integrated fare payment systems permitting complete trips or advancements to propulsion systems. Innovation can also include practices such as new public transportation operational models, financial or procurement arrangements, or value capture.

B. Federal Award Information

Federal public transportation law (49 U.S.C. 5338(h)(1)) authorizes \$30 million in FY 2020 funds for grants under the Ferry Program. The Further Consolidated Appropriations Act, 2020 appropriated \$30 million for the FY 2020 Ferry Program. FTA may award additional funding made available to the program prior to the announcement of project selections. In FY 2019, the program received applications for 20 projects requesting approximately \$99.3 million from 9 states. Nine projects were funded at a total of \$32.8 million, using a combination of funding from FY 2019 and funding remaining from prior year appropriations.

FTA will grant pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. Funds are only available for projects that have not already incurred costs and will be available for obligation five years after the fiscal year in which funding is allocated under this competition.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include designated recipients and direct recipients as defined in FTA Circular "Urbanized Area Formula Program: Program Guidance and Application Instructions" (FTA.C.9030.1E), as well as public entities engaged in providing public transportation passenger ferry service in urban areas that are eligible to be direct recipients.

If an applicant does not currently have an active Urbanized Area Formula Program grant with FTA, the applicant is encouraged to contact the Ferry Program manager for assistance with determining if it is eligible to receive funds under the Ferry Program. Eligible applicants that do not currently have an active grant with FTA will, upon selection, be required to work with the FTA regional office to establish its organization as an active grantee. This process may require additional documentation to support the organization's technical, financial, and legal capacity to receive and administer Federal funds under this program.

2. Cost Sharing or Matching

a. The maximum Federal share for projects selected under the Ferry Program is 80 percent of the net project cost, with the following exceptions.

b. The maximum Federal share is 85 percent of the net project cost of acquiring vehicles (including clean-fuel or alternative fuel vehicles) for purposes of complying with or maintaining compliance with the Clean Air Act (CAA) and/or the Americans with Disabilities Act (ADA) of 1990.

c. The maximum Federal share is 90 percent of the net project cost of acquiring, installing or constructing vehicle-related equipment or facilities (including clean fuel or alternative-fuel vehicle-related equipment or facilities) for purposes of complying with or maintaining compliance with the ADA and/or CAA. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment associated with compliance with ADA or CAA to be eligible for the maximum 90 percent Federal share for these costs.

Eligible sources of local match include:

DCTA Board Agenda Outlook

As of 3/20/2020

APRIL 23, 2020	MAY 28, 2020	JUNE 25, 2020
<p><u>CONSENT</u></p> <ul style="list-style-type: none"> ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report, Ridership by Service) ▪ Quarterly Investment Report ▪ Quarterly Grants Report <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) <p><u>REGULAR AGENDA</u> <u>Discussion Topics</u></p> <ul style="list-style-type: none"> ▪ Transformation Initiative Update ▪ Monsignor King/Our Daily Bread Service Update ▪ Discount Fare Programs Overview <p><u>Action</u></p> <ul style="list-style-type: none"> ▪ Canopy Remediation Contract (new contract) ▪ Purchase of 21 Vehicles (new contract) ▪ City of Lewisville Trail Maintenance Agreement ILA ▪ Amendment to ILA with Frisco ▪ Contracted Service Agreements Overview and Related Administrative Fee Policy ▪ Amendment to Irving Holdings Task Order for MUTD <p><u>Information</u></p> <ul style="list-style-type: none"> ▪ Local & Regional Transportation Updates and Legislative Issues 	<p><u>CONSENT</u></p> <ul style="list-style-type: none"> ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report, Ridership by Service) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) <p><u>REGULAR AGENDA</u> <u>Discussion Topics</u></p> <p><u>Action</u></p> <ul style="list-style-type: none"> ▪ Printer Contract Award (expires July 2020) ▪ Web Services Award (expires Sept 2020 – need overlap of contractors) ▪ Transformation Initiative Consultant and Task Order #1 ▪ Insurance Broker of Records Services Contract (expires August 2020) (MP) ▪ Task Order with Lyft for Alliance Airport <p><u>Information</u></p> <ul style="list-style-type: none"> ▪ Local & Regional Transportation Updates and Legislative Issues ▪ Monsignor King/Our Daily Bread Ridership & Fare Discussion 	<p><u>CONSENT</u></p> <ul style="list-style-type: none"> ▪ Approval of Minutes ▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report, Ridership by Service) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> ▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) <p><u>REGULAR AGENDA</u> <u>Discussion Topics</u></p> <p><u>Action</u></p> <ul style="list-style-type: none"> ▪ Insurance Broker Services Contract Award (expires August 2020) <p><u>Information</u></p> <ul style="list-style-type: none"> ▪ Local & Regional Transportation Updates and Legislative Issues