



## Board of Directors Regular Meeting

May 27, 2020 | 10:00 a.m.

To be held by Video Conference or by Telephone Conference  
and at Highland Village Council Chambers,  
Municipal Complex, 1000 Highland Village Rd.,  
Highland Village, TX 75077

*NOTICE IS HEREBY GIVEN that the members of the DCTA Board of Directors will be meeting at Highland Village Council Chambers, Municipal Complex, 1000 Highland Village Rd., Highland Village, TX 75077 and via video conference using Adobe Connect. The meeting will be made available to the public at the following web address: <https://meet662935157.adobeconnect.com/dctaboard/> or by joining via telephone conference at the following number: 1-254-266-7685, ID: 260376225#*

### CALL TO ORDER

### BRIEF ORIENTATION TO NAVIGATING THE VIDEO CONFERENCE LINK

### 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 April 23, 2020 Minutes

##### *Action Item*

Presenter: Dianne Costa, Highland Village, Board Chair  
Item Summary: Approval of the April 23, 2020 meeting minutes will be requested.  
Backup Information: Consent Item 1: April 23, 2020 Minutes

#### 2. Consider Approval of Monthly Financial Statements for April 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 April 2020
- o Capital Projects Budget Report for April 2020

Backup Information: Memo: Monthly Financial Statements for April 2020  
Exhibit 1: Monthly Financials – April 2020  
Exhibit 2: Capital Projects Budget Report – April 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. Transformation Initiative Update

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

Backup Information: Memo: Transformation Initiative Update

### 3. Information Requested by Board Members at the April Board Meeting

Item Summary: The information below is being provided per the request of Board Members at the April Board Meeting. DCTA will answer any questions the Board may have regarding the following.

Backup Information: Exhibit 1: Contracted Service Agreements Monthly Progress Report  
Exhibit 2: Turnover Information over the Past Five Years  
Exhibit 3: Cost Savings Associated with Suspension of Service for Route 5 and Route 8

### 4. Community Advisory Committee Meeting Recap Report (April 2020)

Item Summary: DCTA staff will answer questions of the Board regarding the April Community Advisory Committee recap report.

Backup Information: Exhibit 1: Community Advisory Committee Meeting Recap Report (April 2020)

## REGULAR AGENDA

### 1. Coronavirus (COVID-19) Response Update

#### *Discussion Item*

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: DCTA Staff will provide an 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: N/A

**2. Board Strategic Visioning Session**

*Discussion Item*

Presenter: Dianne Costa, Highland Village, Board Chair  
Mike Mowery, SGR, Facilitator

Item Summary: Mike Mowery with SGR will facilitate a strategic visioning and goal setting discussion with the DCTA Board of Directors to gain consensus on near-term priorities with a focus on projects and initiatives which achieve the four primary objectives of DCTA's mission: Mobility, Air Quality, Livability and Economic Growth. This will provide DCTA staff the needed guidance so that recommendations and financial priorities for the remainder of FY2020 and FY2021 can be brought to the Board for consideration.

Backup Information: Exhibit 1: Mike Mowery Bio  
Exhibit 2: DCTA Short Term Strategic Priorities for Board Discussion

**3. Member City Investment Policy Discussion (ELAP Equivalent)**

*Discussion Item*

Presenter: Raymond Suarez, CEO

Item Summary: DCTA Staff will discuss options regarding a path forward for developing and implementing an Enhanced Local Assistance Program (ELAP), to facilitate investments in programs and projects within member cities that are in keeping with DCTA's Mission.

Backup Information: N/A

**4. Consider Approval of Resolution R20-04 Approving FY20 Budget Amendment**

*Action Item*

Presenter: Marisa Perry, CFO/VP of Finance

Item Summary: Board approval will be requested of Resolution R20-04 approving FY2020 Budget Revision 2020-04.

Backup Information: Memo: Approval of Resolution R20-04 Approving FY20 Budget Revision 2020-04  
Exhibit 1: Resolution R20-04  
Exhibit 2: Budget Revision 2020-04  
Exhibit 3: Change in Net Position (DCTA)  
Exhibit 4: Change in Net Position (Combined)  
Exhibit 5: Organization Chart with notes or memo outlining changes  
Exhibit 6: Year to Date FY2020 Budget Revisions

**5. North Texas Mobility Corporation (NTMC) Discussion**

*Discussion Item*

Presenter: Raymond Suarez, CEO

Item Summary: Staff will facilitate a discussion regarding the current and future state of the NTMC and potential service delivery options moving forward.

Backup Information: Exhibit 1: NTMC Current Structure

6. **Consider Approval of Resolution R20-07 Approving the North Texas Mobility Corporation's ("NTMC") Amended Certificate of Formation which was Approved by the NTMC Board of Directors at its Regular Meeting on April 22, 2020**

*Action Item*

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: DCTA Staff will provide an overview and recommends approval of the amended Certificate of Formation modifications made and approved by the NTMC Board of Directors on April 22, 2020.

Backup Information: Memo: Consider Approval of Resolution R20-07 Approving the North Texas Mobility Corporation's ("NTMC") Amended Certificate of Formation which was Approved by the NTMC Board of Directors at its Regular Meeting on April 22, 2020

Exhibit 1: Resolution R20-07 Approving the North Texas Mobility Corporation's ("NTMC") Amended Certificate of Formation which was Approved by the NTMC Board of Directors at its Regular Meeting on April 22, 2020

7. **Consider Approval of Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP)**

*Action Item*

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: DCTA staff will provide an overview and recommends approval of the Public Transportation Agency Safety Plan Final Rule that requires operators of public transit systems that receive federal funds under the Federal Transportation Administration's (FTA) Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems.

Backup Information: Memo: Consider Approval of Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP)

Exhibit 1: Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP) with Exhibit A, DCTA Public Transportation Agency Safety Plan (PTASP)

8. **Consider Approval of City of Lewisville Trail Maintenance Agreement**

*Action Item*

Presenter: Kristina Holcomb, Deputy CEO

Item Summary: Staff recommends approval ILA for maintenance of the A-train Rail Trail in the City of Lewisville.

Backup Information: Memo: Approval of City of Lewisville Trail Maintenance Agreement

Exhibit 1: ILA for DCTA Trail Maintenance between DCTA and City of Lewisville

**9. Consider Approval of Train the Trainer Task Order**

*Action Item*

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: Staff recommends approval of Task Order #1, in the amount of \$189,049, with Kittleson and Associates to develop and implement a Train the Trainer program. Funding for the project is included in the FY '20 operating budget and assumed in the FY '21 budget. Expenditures will be reimbursed at 100% by grant funds provided by NCTCOG.

Backup Information: Memo: Approval of Train the Trainer Task Order  
Exhibit 1: Train the Trainer Task Order  
Exhibit 2: Parent Contract (On-Call Planning Firm)

**10. Consider Award of Agency-wide Print Contract**

*Action Item*

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: RFP 20-07 continues DCTA's existing print services to ensure cost-effective and seamless turnkey solutions for agency-wide printing needs. Staff recommends approval of RFP 20-07 Print Services and requests authorization for the CEO to execute the contract for \$560,000 over a five-year term.

Backup Information: Memo: Consider Award of Agency-wide Print Contract  
Exhibit 1: Evaluation Consensus  
Exhibit 2: Request for Proposal Package  
Exhibit 3: Signarama Proposal  
Exhibit 4: Riot Creative Imaging Proposal

**11. Consider Award of RFP 20-12 for Insurance Broker of Record Services**

*Action Item*

Presenter: Marisa Perry, CFO/VP of Finance

Item Summary: Staff recommends approval of RFP 20-12 Insurance Broker of Record Services to McGriff 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 20-12 for Insurance Broker of Record Services  
Exhibit 1: Evaluation Consensus  
Exhibit 2: Request for Proposal Package  
Exhibit 3: McGriff Proposal

**12. 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 05.22.2020

#### 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.

#### CONVENE EXECUTIVE SESSION – A PRIVATE SKYPE CONFERENCE NUMBER WILL BE PROVIDED TO VOTING BOARD MEMBERS VIA EMAIL PRIOR TO THE MEETING FOR CLOSED SESSION

The Board may convene the Regular Board Meeting into Closed Executive Session for the following:

- A. As Authorized by Section 551.072 of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, Highland Village, or the A-train corridor.
- B. As Authorized by Section 551.074 of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel: Annual CEO's Performance Review.

#### RECONVENE OPEN SESSION

Reconvene and Take Necessary Action on Items Discussed during Executive Session.

#### ADJOURN

##### Board Members:

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

##### Non-Voting Board Members:

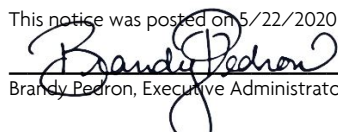
Mark Miller, Ron Trees, Connie White, Carter Wilson, Tom Winterburn, Joe Perez

##### 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 5/22/2020 at 1:31 PM.

  
Brandy Pedron, Executive Administrator | Board Support | FOIA



## Board of Directors Meeting Minutes for:

April 23, 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 April 23, 2020 virtually.

#### Attendance

##### Voting Members

Dianne Costa, Chair, Highland Village  
TJ Gilmore, Vice Chair, Lewisville  
Sam Burke, Secretary, Denton County  
Chris Watts, Denton  
Cesar Molina, Denton County

##### Non-voting Members

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

##### Legal Counsel

Joe Gorfida, NJDHS

##### 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

##### Guest Speakers

Chris Yeary, Avenu Insights  
Brenda Anderson, Avenu Insights

##### Other DCTA Staff Attendees

Javier Trilla, Director of Information Technology  
Lindsey Baker, Director of Strategic Partnerships  
Athena Forrester, Assistant Vice President of Regulatory Compliance/DBE Liaison  
Amber Karkauskas, Controller  
Tim Palermo, Senior Regional Planner  
Troy Raley, Director of Bus Operations/Maintenance  
Amanda Riddle, Senior Manager of Budget  
Whitney Trayler, Grants Manager  
John Duffy, Financial Analyst  
Brandy Pedron, Executive Administrator

##### Public Attendees

Claire Powell, Lewisville Alternate  
Michael Leavitt, Highland Village Alternate  
Paul Christina, Denton County Alternate  
Stan Nixon, UNT Assistant Director, Transit and Special Projects  
Peggy Hinkle-Wolf, DRC  
Brandi Bird, Bird Advocacy & Consulting  
Chris Giglio, Capital Edge  
Paula Richardson  
Ehren Bingaman

ROLLCALL – *Chair Costa performed a rollcall prior to calling the meeting to order.*

CALL TO ORDER – *Chair Costa called the meeting to order and announced the presence of a quorum at 10:07 am.*

GUEST PRESENTER – *Marisa Perry introduced Chris Yeary, Vice President, Sales & Use Taxes with Avenu Insights & Analytics presented an overview of the sales tax information provided by the Comptroller and an update on recent legislation involving sales tax for remote sellers and marketplace providers and sellers.*

PUBLIC COMMENT – *There were no public comments made.*

CONSENT AGENDA

1. **Approval of March 26, 2020 Minutes**

2. **Approval of Monthly Financial Statements for March 2020**

- *A Motion to approve Consent Agenda item 1 and 2 as presented was made by Chris Watts. The motion was seconded by Sam Burke. All board members voted yes. 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.*

1. **Monthly Financial Reports for February 2020** – *No questions were asked.*

2. **Transformation Initiative Update** – *No questions were asked.*

3. **Performance Measures by Route** – *Board Member questions for clarification were answered by staff. The data presented was built on expenses and did not include funding received. Staff will provide data including funding received to the Board.*

4. **Monsignor King Outreach Center to Our Daily Bread Shuttle Update** – *No questions were asked.*

5. **Public Transit Agency Safety Plan (PTASP) Overview** – *No questions were asked.*

*[Board Chair Costa made a motion to recess the meeting for short break at 11:37 am. The time of recess expired, and the meeting resumed at 11:42 am.]*

REGULAR AGENDA

1. **Coronavirus (COVID-19) Response Update**

- *Kristina Holcomb gave a detailed briefing of DCTA's response and action to COVID-19, partnerships with regional agencies, effects on ridership, enhanced process and protocols for front-line workers, employee and ridership safety and statistics of trail utilization increasing by 220 percent last month and by 120 percent overall for the year.*

2. **Suspension of Service**

- *Michelle Bloomer discussed with the Board the suspension of Denton Connect Route 5 and Route 8. Due to COVID-19 and the associated stay-at-home orders currently in place, ridership has declined system-wide. Based on recommendations contained in the Comprehensive Operational Analysis (COA), Denton Connect Routes 5 and 6, and Denton Connect Routes 7 & 8 were designed to overlap in high traffic areas to increase frequency in these corridors. As a result, there are large portions of Route 5 that are also served by Route 6, and the same for Routes 7 and 8. After reviewing the coverage of each route, as well as ridership, staff anticipates suspending Denton Connect Route 5 and Denton Connect Route 8 effective Sunday, May 10. This suspension would remain in effect until further notice. Currently, ridership does not support the currently level of service and a suspension in service would result in cost savings.*
- *Per the request of Vice Chair Gilmore, staff will provide the data on cost savings with this reduction in service at the next board meeting.*

3. **Contracted Service Agreement Overview** – *Marisa Perry provided contracted service agreements overview and identified what each line item entailed. Raymond Suarez provided additional information regarding UNT and the level of service to expect as things change. Chair Costa recognized that unintended consequences need to be taken in to account as we make those changes and questioned what those changes look like. Raymond Suarez discussed those changes and the variables and informed the Board that staff reached out to other peer agencies to discuss subsidies especially for university services.*
- *Connie White posed a requested clarification on the backup data provided in the packet regarding facility expenses allocation. Marisa Perry clarified that Rail facility expenses are for Rail, and Frisco, CCT and Bus O&M overhead is attributed to contracts but not for taxi services, only demand response.*
  - *Cesar Molina posed a question regarding CCT. Raymond Suarez provided an overview of CCT program and Marisa Perry answered that DCTA will need to renegotiate the taxi voucher program.*
  - *Chris Watts asked for clarification on how the percentages were calculated. Marisa Perry provided the formula to the Board.*
  - *Chris Watts posed questions regarding fleet revenue and federal funding. Staff briefed the Board on the federal funding for fleet revenue and gave details regarding UNT federal funds.*
  - *Marisa Perry clarified the table calculations after a question from Carter Wilson.*
  - *Secretary Burke asked if any of the contracts comply with the Administrative Fee Policy in the packet. Marisa Perry answered that the universities would pay 75 percent of the operational and capital costs with the proposed policy, therefore UNT and NCTC would be compliant. Frisco and Collin County Transit are at 74 and 64 percent, so they would not be in line with the policy because it proposes 100 percent.*
  - *Secretary Burke stated that he was not comfortable with the Frisco administrative fee because he is not confident that it accurately reflects staff salaries. Marisa Perry provided clarification that these are allocated based on numbers for the agency as a whole. Further discussion was had amongst the Board and staff regarding administrative fees with the contracted services. Secretary Burke expressed concern about how this allocation works with the proposed policy in the packet and would like to know both the cost of the allocation and the economic effect of the agency.*
  - *Secretary Burke expressed worry about the TTI cost allocation model because it does not state the need to rework it.*
  - *Vice Chair Gilmore asked if DCTA lost the contract what is the total loss including grants? Raymond Suarez answered that there are no grants attributed to Frisco or McKinney Urban Transit District or Collin County Transit. Marisa Perry gave further explanation on this and noted that Frisco does pay a 20 percent administrative fee equaling \$60 thousand, therefore, we would lose \$60 thousand if we cut the Frisco contract.*
  - *Cesar Molina is in favor of 100 percent recovery of non-member city contracts.*
4. **Discussion and Approval of Contract Service Agreement Administrative Fee Policy** – *Marisa Perry provided an overview of the item. Each agreement for DCTA contract services has been constructed based on desired service levels, mobility solution chosen, and estimates of work effort needed to administer the respective contracts. DCTA executed a work authorization with Texas A&M Transportation Institute (TTI) in September 2018 to develop a multi-model service costing model to fully allocate costs to each of DCTA's transit modes and services. This model allows DCTA to allocate all indirect costs between member city service and DCTA's contract services. The proposed Contracted Service Agreement Administrative Fee Policy establishes an administrative fee for contracted services provided to entities other than DCTA's three member cities based on a minimum cost recovery. Upon approval, DCTA will renegotiate existing contracts for service to align with this policy.*
- *A Motion to approve the Contract Service Agreement Administrative Fee Policy was made by Cesar Molina. The motion was seconded by Vice Chair Gilmore. All Board members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.*

5. **Consider Approval to Amend the North Central Texas College (NCTC) Contracted Service Agreement** – *Nicole Recker briefed the Board on this item. In December of 2019, the 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 contracted shuttle bus service for the NCTC students, faculty and staff.*
  - *The Board discussed terms of extension.*
  - *A Motion to extend the agreement to July 31, 2020 was made by Cesar Molina. The motion was seconded by Vice Chair Gilmore. Chair Costa, Vice Chair Gilmore, Chris Watts and Cesar Molina voted in favor. Sam Burke voted not in favor. Motion carries and is passed by the Board.*
6. **Consider Approval to Amend the City of McKinney Interlocal Agreement Providing Service to the McKinney Urban Transit District (MUTD) by Authorizing a Month-to-Month Extension through September 30, 2020** – *Lindsey Baker briefed the Board on this item. Board discussed extension of two months and chose not to do a month-to-month extension. 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. 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 at \$350,000 per year. The ILA has been amended twice and extended within the current term parameters of the agreement. The City of McKinney Interlocal Agreement expires on May 31, 2020. DCTA staff recommends a month-to-month extension, not to extend beyond September 30, 2020, to allow time to establish a new service rate and administrative fee in order to comply with DCTA's cost allocation model and administrative fee policy. The new fee shall cover all expenses associated with the agreement and shall have no negative financial impact on DCTA.*
  - *A Motion to extend the agreement to July 31, 2020 was made by Chris Watts. The motion was seconded by Vice Chair Gilmore. All Board members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.*
7. **Board Strategic Guidance Session: DCTA's 5-year Look-back** – *Raymond Suarez provided an overview to the Board on DCTA's 5-year look-back and walked them through the data presented in the packet that covered the following: Historical Events Impacting DCTA Finances and Operations; Ridership and Performance Measures; Financial Information; and NTMC Historical Perspective and Progress to Date. Staff will provide information regarding the past 5 years of performance data, major events that have influenced agency and operational performance, a summary of the progress made over the past 18 months and a summary look-back at the creation and progress to date of the North Texas Mobility Corporation, Local Government Corporation. Board members and staff discussed the reasons and history of increases in costs and line item details.*
  - *Vice Chair Gilmore requested to see the actions, programs, thoughts and ideas that staff and the agency have done to address the decline in both bus and rail [ridership] over that 5-year time period and turn-over trends over the last 5 years.*
  - *Chris Watts asked for clarification on actual numbers and budget numbers. Staff offered clarification.*
8. **FY21 Budget Discussion** – *Raymond Suarez opened the item with a comment regarding changes from last years budget with what we think will happen for FY21. Marisa Perry walked the Board through the presentation slides and discussed the proposed direction of the agency in preparation for the start of the FY21 budget process and the assumptions staff presented.*

- Staff answered Board questions on the requirements for CARES Act dollars.
- Vice Chair Gilmore would like to explore something like an Administrative Overhead Policy to get an idea of the ratio between overhead to service as an overall percent.
- Vice Chair Gilmore would like to have conversations of policy regarding ELAP to help drive ridership and connectivity.

9. Discussion of Regional Transportation and Legislative Issues

- Dianne Costa read a briefing by Michael Morris regarding the decline in transportation revenues in light of COVID. It was noted that there as a 35% decrease in traffic for March.
- Kristina Holcomb gave updates on State and Congressional briefings.

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS – Chair Costa made mention of the Board Agenda Outlook included in the Board packets and noted that at this point there is no good way for DCTA to go into closed session and come out it. Vice Chair Gilmore suggests reaching out to the City of Lewisville and see how they were able to go into closed session.

- Kristina Holcomb reviewed the Board Agenda Outlook exhibit; stated performance measures by routes data would be included and reviewed item request detailed during the meeting.

REPORT ON ITEMS OF COMMUNITY INTEREST – No reports on items of community interest were given.

CONVENE EXECUTIVE SESSION – The Board convened into executive session at 4:13 pm for the following:

- A. As Authorized by Section 551.072 of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Deliberation regarding Real Property: Discuss acquisition, sale or lease of real property related to long-range service plan within the cities of Denton, Lewisville, Highland Village, or the A-train corridor.
- B. As Authorized by Section 551.074 of the Texas Government Code, the Board Meeting may be Convened into Closed Executive Session for Deliberation of Personnel: Annual CEO's Performance Review.

RECONVENE OPEN SESSION – The Board reconvened into open session at 4:45 pm. No action was taken.

ADJOURN – Motion to adjourn the meeting was made by Chris Watts and seconded by Vice Chair Gilmore. All in favor. The meeting was adjourned at 4:52 p.m.

The minutes of the April 23, 2020 Board of Directors Meeting were passed and approved by a vote on this 27<sup>th</sup> day of May 2020.

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Dianne Costa, Chair

ATTEST

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Sam Burke, Secretary

## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Approval of Monthly Financial Statements for April 2020

### Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending April 30, 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 unfavorable by \$89k mainly due to lower than budgeted ridership. YTD FY20 rail ridership of 186k is 26% less than budgeted ridership of 250k. YTD FY20 bus ridership of 1.2 million is 29% less than budgeted ridership of 1.7 million. Ridership continued to decline throughout the month of April as employers moved to telecommuting arrangements and stay at home orders went into effect across the region in response to COVID-19. The Passenger Revenues budget will be amended to reflect these ridership impacts.

	YTD FY20 Actual Ridership	YTD FY20 Budgeted Ridership	% Variance, Actual to Budget	YTD FY19 Actual Ridership	% Variance, Actual to Prior Year
Total Rail Ridership	186,002	250,262	-26%	240,909	-23%
Connect	274,334	292,976	-6%	318,458	-14%
Access & Zone Service	21,241	44,623	-52%	20,819	2%
Frisco (A)	4,732	3,443	37%	6,514	-27%
Collin County Transit (A)	7,847	1,570	400%	5,478	43%
North Texas Xpress	6,376	6,967	-8%	6,636	-4%
University of North Texas (B)	887,458	1,346,099	-34%	1,346,098	-34%
North Central Texas College (B)	5,784	8,003	-28%	8,424	-31%
Special Movements (B)	4,763	-	N/A	3,902	22%
Total Bus Ridership	1,212,535	1,703,681	-29%	1,716,329	-29%
Total Ridership	1,398,537	1,953,943	-28%	1,957,238	-29%

(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 unfavorable by \$344k primarily due to lower than budgeted revenue hours and lower than budget fuel billable costs. Actual billed hours of 31k were 9% lower than budgeted 34k hours (\$204k decreased revenue). Average YTD pass-through fuel cost is \$1.92/gallon compared to budgeted \$3.00/gallon and YTD usage of 75k gallons is 16% lower than budgeted usage of 89k gallons (\$123k decreased revenue). Additionally, Special Movements, Lyft, and Taxi services were all under budget (\$17k decreased revenue).
- **Note C:** Sales Tax Revenue – April sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in April will be received in June. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through May, representing

sales tax generated through March. Impacts from COVID-19 are expected in sales tax generated in April which will be received and reported to the Board in June.

- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$2.0 million due to delays in purchases and corresponding reimbursements as shown below. The budget will be amended to reflect these timing differences.

	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	620,000	(344,272)
Safety & Security	66,155	-	66,155
Hike & Bike Trail – Eagle Point	438,548	780,389	(341,841)
	<u>\$ 780,431</u>	<u>\$ 2,761,730</u>	<u>\$ (1,981,299)</u>

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by \$2.4 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	\$ 549,560	\$ 806,022	\$ (256,462)
Rail PM	711,538	591,024	120,514
Operating Assistance	-	1,876,666	(1,876,666)
ADA Assistance	176,672	617,461	(440,789)
Vanpool	79,500	70,000	9,500
NCTCOG NTX 35W JARC	51,823	-	51,823
	<u>\$ 1,569,093</u>	<u>\$ 3,961,173</u>	<u>\$ (2,392,080)</u>

- **Note F:** Outsourced Services and Charges (NTMC) – YTD unfavorable by \$2k mainly due to legal fees for which a budget amendment is pending approval at the NTMC Board meeting on May 28, 2020.

#### Identified Need

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

#### Recommendation

Staff recommends approval.

#### Exhibits

Exhibit 1: Monthly Financials – April 2020

Exhibit 2: Capital Projects Budget Report – April 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 APRIL 30, 2020  
(UNAUDITED)

Description	Month Ended April 30, 2020			Year to Date April 30, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Revenue and Other Income</b>							
Passenger Revenues	\$ 30,074	\$ 110,336	\$ (80,262)	\$ 649,747	\$ 738,622	\$ (88,875)	\$ 1,212,321 <b>Note A</b>
Contract Service Revenues	214,481	480,964	(266,483)	2,400,614	2,744,944	(344,330)	4,416,160 <b>Note B</b>
Sales Tax Revenues	2,008,368	2,259,567	(251,199)	16,850,236	16,846,345	3,891	29,019,184 <b>Note C</b>
Federal/State Grants - Capital	-	240,000	(240,000)	780,431	2,761,730	(1,981,299)	5,753,410 <b>Note D</b>
Federal/State Grants - Operating	11,276	251,964	(240,688)	1,569,093	3,961,173	(2,392,080)	5,130,419 <b>Note E</b>
<b>Total Revenues and Other Income</b>	<u>2,264,199</u>	<u>3,342,831</u>	<u>(1,078,632)</u>	<u>22,250,122</u>	<u>27,052,814</u>	<u>(4,802,692)</u>	<u>45,531,494</u>
<b>Operating Expenses</b>							
Salary, Wages and Benefits	432,150	416,579	(15,571)	2,694,172	2,907,752	213,580	4,996,191
Outsourced Services and Charges	159,302	373,459	214,157	1,396,019	2,312,940	916,920	3,903,117
Materials and Supplies	214,355	265,169	50,814	1,362,049	1,770,807	408,758	3,094,917
Utilities	44,010	42,998	(1,012)	218,126	306,986	88,860	527,988
Insurance	135,672	146,024	10,352	962,729	1,022,168	59,439	1,752,329
Purchased Transportation Services	674,795	880,011	205,215	5,804,985	6,201,179	396,194	10,601,706
Employee Development	5,676	28,910	23,234	109,922	245,859	135,937	387,237
Leases and Rentals	18,483	19,162	679	124,354	133,959	9,605	229,633
Depreciation	796,243	904,760	108,517	5,581,298	6,090,286	508,988	10,612,052
<b>Total Operating Expenses</b>	<u>2,480,685</u>	<u>3,077,071</u>	<u>596,386</u>	<u>18,253,655</u>	<u>20,991,935</u>	<u>2,738,280</u>	<u>36,105,170</u>
<b>Income Before Non-Operating Revenues and Expenses</b>	(216,486)	265,760	(482,246)	3,996,467	6,060,879	(2,064,412)	9,426,324
<b>Non-Operating Revenues / (Expense)</b>							
Investment Income	18,530	33,333	(14,803)	293,860	233,331	60,529	400,000
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-
Fare Evasion Fee	-	83	(83)	-	581	(581)	1,000
Other Income - Miscellaneous	4,025	-	4,025	118,264	51,000	67,264	51,000
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(530,230)	(530,530)	300	(909,480)
<b>Total Non-Operating Revenues / (Expenses)</b>	<u>(53,225)</u>	<u>(42,374)</u>	<u>(10,851)</u>	<u>(118,106)</u>	<u>(245,618)</u>	<u>127,512</u>	<u>(457,480)</u>
<b>Income (Loss) before Transfers</b>	(269,712)	223,386	(493,097)	3,878,361	5,815,261	(1,936,900)	8,968,844
Transfers Out	(612,237)	(795,086)	182,849	(4,996,722)	(5,228,494)	231,772	(8,781,700)
<b>Total Transfers</b>	<u>(612,237)</u>	<u>(795,086)</u>	<u>182,849</u>	<u>(4,996,722)</u>	<u>(5,228,494)</u>	<u>231,772</u>	<u>(8,781,700)</u>
<b>Change in Net Position</b>	<u>\$ (881,949)</u>	<u>\$ (571,700)</u>	<u>\$ (310,248)</u>	<u>\$ (1,118,361)</u>	<u>\$ 586,767</u>	<u>\$ (1,705,128)</u>	<u>\$ 187,144</u>



## DENTON COUNTY TRANSPORTATION AUTHORITY

## STATEMENT OF NET POSITION

AS OF APRIL 30, 2020

(UNAUDITED)

	April 30, 2020	March 31, 2020	Change
<b>Assets</b>			
<b>Current Assets</b>			
Operating Cash & Cash Equivalents	\$ 9,733,991	\$ 9,334,799	\$ 399,192
Reserves: Cash & Cash Equivalents	12,026,237	11,988,269	37,967
Reserves: Investments	6,103,849	6,103,849	-
Accounts & Notes Receivable	6,553,265	6,981,341	(428,076)
Prepaid Expenses	730,324	856,620	(126,297)
Inventory	25,211	34,848	(9,638)
Restricted Asset-Cash and Equivalents	2,529,184	2,528,469	715
<b>Total Current Assets</b>	<b>37,702,060</b>	<b>37,828,196</b>	<b>(126,136)</b>
<b>Non-Current Assets</b>			
Land	17,394,147	17,394,147	-
Land Improvements	11,953,783	11,953,783	-
Machinery & Equipment	5,202,014	5,202,014	-
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	18,834,728	18,822,748	11,980
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(83,177,951)	(82,381,708)	(796,243)
<b>Total Non-Current Assets</b>	<b>316,229,176</b>	<b>317,013,439</b>	<b>(784,263)</b>
<b>Total Assets</b>	<b>353,931,236</b>	<b>354,841,635</b>	<b>(910,399)</b>
<b>Deferred Outflow of Resources</b>			
Deferred Outflows Related to Pensions	369,652	369,652	-
<b>Total Deferred Outflow of Resources</b>	<b>369,652</b>	<b>369,652</b>	<b>-</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable and Accrued Expenses	573,124	567,887	5,238
Deferred Revenues	59,038	68,507	(9,469)
Interest Payable	75,781	-	75,781
Retainage Payable	623,545	623,545	-
<b>Total Current Liabilities</b>	<b>1,331,488</b>	<b>1,259,938</b>	<b>71,550</b>
<b>Non-Current Liabilities</b>			
Rail Easement Payable	900,000	1,000,000	(100,000)
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	109,285	109,285	-
<b>Total Non-Current Liabilities</b>	<b>26,239,285</b>	<b>26,339,285</b>	<b>(100,000)</b>
<b>Total Liabilities</b>	<b>27,570,773</b>	<b>27,599,223</b>	<b>(28,450)</b>
<b>Deferred Inflow of Resources</b>			
Deferred Inflows Related to Pensions	47,683	47,683	-
<b>Total Deferred Inflow of Resources</b>	<b>47,683</b>	<b>47,683</b>	<b>-</b>
<b>Net Position</b>			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	34,112,752	34,112,752	-
Change in Net Position	(1,118,361)	(236,412)	<b>(881,949)</b>
<b>Total Net Position</b>	<b>\$ 326,682,432</b>	<b>\$ 327,564,381</b>	<b>\$ (881,949)</b>



# NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION  
MONTH AND YEAR TO DATE APRIL 30, 2020  
(UNAUDITED)

Consent Item 2, Exhibit 1

Description	Month Ended April 30, 2020			Year to Date April 30, 2020			
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
<b>Operating Expenses</b>							
Salary, Wages and Benefits	\$ 589,372	\$ 769,434	\$ 180,062	\$ 4,856,343	\$ 5,038,910	\$ 182,567	\$ 8,460,824
Outsourced Services and Charges	12,084	7,920	(4,164)	57,388	55,440	(1,948)	95,040
Insurance	9,748	11,052	1,304	68,228	77,364	9,136	132,636
Employee Development	1,033	6,680	5,647	14,763	56,780	42,017	93,200
<b>Total Operating Expenses</b>	<u>612,237</u>	<u>795,086</u>	<u>182,849</u>	<u>4,996,722</u>	<u>5,228,494</u>	<u>231,772</u>	<u>8,781,700</u>
<b>Income (Loss) before Transfers</b>	(612,237)	(795,086)	182,849	(4,996,722)	(5,228,494)	231,772	(8,781,700)
Transfers In	<u>612,237</u>	<u>795,086</u>	<u>(182,849)</u>	<u>4,996,722</u>	<u>5,228,494</u>	<u>(231,772)</u>	<u>8,781,700</u>
<b>Total Transfers</b>	<u>612,237</u>	<u>795,086</u>	<u>(182,849)</u>	<u>4,996,722</u>	<u>5,228,494</u>	<u>(231,772)</u>	<u>8,781,700</u>
<b>Change in Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Note F



## NORTH TEXAS MOBILITY CORPORATION

## STATEMENT OF NET POSITION

AS OF APRIL 30, 2020

(UNAUDITED)

	April 30, 2020	March 31, 2020	Change
<b>Assets</b>			
Operating Cash & Cash Equivalents	\$ 381,753	\$ 223,457	\$ 158,297
Accounts & Notes Receivable	1,725	1,725	-
Prepaid Expenses	48,712	58,460	(9,748)
<b>Total Assets</b>	<u>432,191</u>	<u>283,642</u>	<u>148,549</u>
<b>Liabilities</b>			
Accounts Payable and Accrued Expenses	<u>432,191</u>	<u>283,642</u>	<u>148,549</u>
<b>Total Liabilities</b>	<u>432,191</u>	<u>283,642</u>	<u>148,549</u>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**DENTON COUNTY TRANSPORTATION AUTHORITY**  
**CAPITAL PROJECT FUND**  
AS OF APRIL 30, 2020

Capital Project Number/Name	Project Budget	April 2020 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of April 2020 Close)
<b>Construction Work in Progress</b>					
<b>G&amp;A Capital Projects</b>					
Total 10302 · Infrastructure Acquisition	\$ 400,000	\$ 6,180	\$ 266,176	\$ 133,824	67%
Total 10403 · Server/Network Infrastructure	350,000	-	326,636	23,364	93%
<b>Total G&amp;A Capital Projects</b>	<b>750,000</b>	<b>6,180</b>	<b>592,812</b>	<b>157,188</b>	<b>79%</b>
<b>Bus Capital Projects</b>					
Total 50306 · Major Maintenance - Bus	125,000	3,000	3,000	122,000	2%
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%
<b>Total Bus Capital Projects</b>	<b>3,268,600</b>	<b>3,000</b>	<b>3,000</b>	<b>3,265,600</b>	<b>0%</b>
<b>Rail Capital Projects</b>					
Total 61406.1 · Positive Train Control Implementation	16,720,141	-	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	-	319,705	65,295	83%
Total 61715 · Trail Safety Improvements	181,157	2,800	135,188	45,969	75%
Total 61720 · Major Maintenance - Rail	2,024,826	-	1,053,303	971,523	52%
Total 61722 · Safety & Security Improvements 2020	200,000	-	11,600	188,400	6%
<b>Total Rail Capital Projects</b>	<b>24,591,124</b>	<b>2,800</b>	<b>17,203,636</b>	<b>7,387,488</b>	<b>70%</b>
<b>Total Construction Work in Progress</b>	<b>\$ 28,609,724</b>	<b>\$ 11,980</b>	<b>\$ 17,799,448</b>	<b>\$ 10,810,276</b>	<b>62%</b>



## Board of Directors Memo

May 27, 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 adopted 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 May, receipts were unfavorable compared to budget.

- Sales tax for sales generated at retail in the month of March and received in May was \$2,503,274.
- This represents a decrease of 0.87% or \$22,069 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$27,448 or 1.11% higher.
- Member city collections for the month compared to prior year are as follows:
  - City of Lewisville up 2.80%
  - City of Denton down 5.21%
  - City of Highland Village down 6.57%

### 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	\$ 2,114,448	\$ 49,884	2.42%	\$ 2,024,082	\$ 90,366	4.46%
March	May	\$ 2,525,343	\$ 2,503,274	\$ (22,069)	-0.87%	\$ 2,475,826	\$ 27,448	1.11%
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	\$ 14,595,438	\$ 314,285	2.20%	\$ 28,760,896	\$ 594,307	4.24%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

May 19, 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	\$ 2,987,194	\$ 21,344	0.72%	February	April	\$ 258,782	\$ 262,811	\$ 4,029	1.56%
March	May	\$ 3,631,625	\$ 3,733,423	\$ 101,799	2.80%	March	May	\$ 344,912	\$ 322,245	\$ (22,667)	-6.57%
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	\$ 20,464,301	\$ 352,132	1.75%	YTD Total		\$ 4,154,270	\$ 2,158,623	\$ 194,234	9.89%

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	\$ 2,571,667	\$ 174,036	7.26%
March	May	\$ 3,229,426	\$ 3,061,108	\$ (168,318)	-5.21%
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	\$ 18,564,840	\$ 1,026,082	5.85%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
Prepared By: Denton County Transportation Authority Finance Department  
May 19, 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%	\$ 22,014,759	\$ 22,978,002	-4.19%	\$ 114,085,411	\$ 106,635,431	6.98%
Corpus Christi MTA	0.50%	\$ 2,856,393	\$ 2,969,520	-3.80%	\$ 14,165,056	\$ 14,086,206	0.55%
Dallas MTA	1.00%	\$ 51,280,694	\$ 55,551,788	-7.68%	\$ 268,765,089	\$ 261,697,021	2.70%
Denton CTA	0.50%	\$ 2,503,274	\$ 2,475,826	1.10%	\$ 12,266,019	\$ 11,694,003	4.89%
El Paso CTD	0.50%	\$ 3,962,814	\$ 4,460,714	-11.16%	\$ 20,814,448	\$ 19,758,973	5.34%
Fort Worth MTA	0.50%	\$ 6,880,522	\$ 7,502,723	-8.29%	\$ 34,581,121	\$ 34,452,568	0.37%
Houston MTA	1.00%	\$ 64,997,312	\$ 71,986,986	-9.70%	\$ 334,164,458	\$ 324,185,071	3.07%
Laredo CTD	0.25%	\$ 675,574	\$ 721,688	-6.38%	\$ 3,589,837	\$ 3,548,196	1.17%
San Antonio ATD	0.25%	\$ 6,068,409	\$ 6,747,180	-10.06%	\$ 30,202,795	\$ 29,983,084	0.73%
San Antonio MTA	0.50%	\$ 13,400,508	\$ 14,859,819	-9.82%	\$ 67,365,237	\$ 66,005,191	2.06%
TOTALS		\$ 174,640,260	\$ 190,254,247	-8.21%	\$ 899,999,471	\$ 872,045,745	3.21%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 May 19, 2020

## Board of Directors Memo

May 27, 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

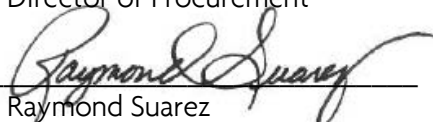
For information only. No action required.

Submitted By:



Sarah Martinez  
Director of Procurement

Final Review:



Raymond Suarez  
Chief Executive Officer



## Board of Directors Memo

May 27, 2020

SUBJECT: Budget Information

There were no budget transfers completed in the month of April to report.

### Identified Need


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

### Recommendation

For information only. No action required.

### Exhibits

N/A

Submitted By:   
Amanda Riddle  
Senior Manager of Budget

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

## Board of Directors Memo

May 27, 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, were disclosed in the bid proposals received on April 17, 2020. An FY '20 budget amendment will be brought to the board for consideration on June 25, 2020 along with the final bidder recommendation.

### 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
- March 25, 2020 – All bidder questions answered (total of 78 questions)
- March 26, 2020 – Overall timeline was adjusted and communicated to bidders via BidSync and to the DCTA Board of Directors
- April 17, 2020 – All final bids due by 2 p.m. (this reflects the extended timeline approved on 3/26)
- April 22, 2020 – Meeting at 1:30 p.m. for digital distribution of final bid packages
- May 6, 2020 – Individual evaluations complete and submitted to procurement
- May 7, 2020 – Evaluation committee meeting to discuss individual evaluations and determine top candidates to be scheduled for a presentation (presentations for the week of 5/18)

#### *Next Steps*

- Week of May 18, 2020 – Top candidate presentations
- Week of May 25, 2020 – Evaluation committee meeting to determine final bidder recommendation

*The timing of the above "Next Steps" will be slightly delayed due to receiving select evaluation committee scoring later than expected. We anticipate the ability to make up this timing without a negative impact on the overall timeline.*

- Early-June 2020 – Board packet preparation
- June 25, 2020 – Final recommendation taken to DCTA Board of Directors for approval

Submitted By:



Nicole Recker, VP of Mobility Services & Administration

## Board of Directors Memo

May 27, 2020

SUBJECT: Contracted Service Agreements Monthly Progress Report

### Background

At the April 2020 board meeting the DCTA Board of Directors approved a one-month extension of both the North Central Texas College (NCTC) and City of McKinney contracted service agreements. With the new expiration date of July 31, 2020, DCTA staff has been working diligently to coordinate new contract terms in line with the agency's Cost Allocation Model and Administrative Fee Policy.

### Financial Impact

The new contract terms and all related fees will be reflected in any new agreements and incorporated into the budget as needed.

### City of McKinney Update

#### *Completed Steps*

- 4/24 – Communicated with City of McKinney staff regarding Board direction on 2-month extension of current ILA
- 4/29 – Communicated with City of McKinney staff regarding Board direction related to pricing implications and scheduling an executive-level meeting
- 5/6 – City of McKinney ILA 2-month extension fully executed
- 5/11 – CEO communication with City of McKinney City Manager regarding upcoming executive meeting on 5/21
- 5/21 – Initial discussion with City of McKinney leadership to walk through the Cost Allocation Model and impacts to rate for service

#### *Next Steps*

- Coordinate terms of new contract
- MUTD Board of Directors meeting slated for 6/17 (for discussion and/or approval of new contract)
- Provide monthly updates to the DCTA Board of Directors

### North Central Texas College Update

#### *Completed Steps*

- 4/30 – Communicated with NCTC staff regarding Board direction on one-month extension of current contract and sent updated documentation for signature
- 5/3 – Requested meeting with NCTC leadership to walk through the Cost Allocation Model and Administrative Fee Policy to discuss future agreement terms
- 5/4 – NCTC board meeting where discussion regarding contract extension and 5% fee increase was discussed
- 5/18 – Followed up with NCTC leadership to fully execute contract and schedule meeting for further discussion
- 5/19 – NCTC contract amendment fully executed
- 5/21 – Followed up with NCTC leadership to schedule meeting for further discussion

*Next Steps*

- Schedule meeting to walk through Cost Allocation Model and Administrative Fee Policy
- Coordinate terms of new agreement
- Provide monthly updates to the DCTA Board of Directors

Submitted By:   
Nicole Recker, VP of Mobility Services & Administration

Denton County Transportation Authority  
 Turnover Rates for DCTA Employees (FY2015-FY2020)  
 Numbers based on headcount (not FTE)  
 FY2020 data through 5/15/20

	<b># of Employees at Oct 1</b>	<b># of Employees at May 15</b>	<b># of Employees at Sept 30</b>	<b>Average # of Employees</b>	<b># of EE's Separated</b>	<b>Turnover Rate</b>
<b>FY2015</b>	24		25	24.5	4	16.33%
<b>FY2016</b>	25		28	26.5	6	22.64%
<b>FY2017</b>	28		30	29	4	13.79%
<b>FY2018</b>	30		35	32.5	7	21.54%
<b>FY2019</b>	36		38	37	14	37.84%
<b>FY2020</b>	37	36		36.5	10	27.40%

**Breakdown of Separations by Type**

	<i>Voluntary</i>	<i>Involuntary</i>	<i>Reorganization/ Layoff</i>	<i>Unknown/ Deceased/ Retired</i>	<b>Total EEs Separated</b>
<b>FY2015</b>	2	1	0	1	<b>4</b>
<b>FY2016</b>	2	1	0	3	<b>6</b>
<b>FY2017</b>	3	0	1	0	<b>4</b>
<b>FY2018</b>	5	0	1	1	<b>7</b>
<b>FY2019</b>	9	2	3	0	<b>14</b>
<b>FY2020</b>	4	0	6	0	<b>10</b>

Third Party Contract Operations - Bus Services  
 Transit Management of Denton County and North Texas Mobility Corporation  
 Turnover Rates for TMDC and NTMC Employees (FY2015-FY2020)  
 FY2020 data through 3/31/20

	<b># of Employees at Oct 1</b>	<b># of Employees at Mar 31</b>	<b># of Employees at Sept 30</b>	<b>Average # of Employees</b>	<b># of EE's Separated</b>	<b>Turnover Rate</b>
<b>FY2015</b>	132		142	137	49	35.77%
<b>FY2016</b>	141		160	150.5	64	42.52%
<b>FY2017</b>	161		163	162	71	43.83%
<b>FY2018</b>	159		156	157.5	69	43.81%
<b>FY2019</b>	155		160	157.5	76	48.25% (A)
<b>FY2020</b>	160	155		157.5	39	24.76%

(A) DCTA terminated its contract with TMDC in June 2019; NTMC operations began June 2, 2019.

<b>Breakdown of Separations by Type</b>					
	<i>Voluntary</i>	<i>Involuntary</i>	<i>Reorganization/ Layoff</i>	<i>Unknown/ Deceased/ Retired</i>	<b>Total EEs Separated</b>
<b>FY2015</b>	23	19	0	7	<b>49</b>
<b>FY2016</b>	46	16	0	2	<b>64</b>
<b>FY2017</b>	58	13	0	0	<b>71</b>
<b>FY2018</b>	43	21	0	5	<b>69</b>
<b>FY2019</b>	55	16	4	1	<b>76</b>
<b>FY2020</b>	26	12	0	1	<b>39</b>



## Board of Directors Memo

May 27, 2020

SUBJECT: Cost Savings Associated with the Suspension of Service for Routes 5 and Route 8

### Background

On May 11, 2020, DCTA suspended Routes 5 and 8 as part of a service modification due to COVID-19. DCTA currently operates additional fixed-route bus service that provides service to a large majority of the locations originally served by Routes 5 and 8.

### Financial Impact

#### Savings from Suspending Routes 5 & 8

Route	Estimated Monthly Wage Savings	Estimated Monthly Fuel Savings	Estimated Monthly Total Savings
Route 5	\$7,993.11	\$2,345.33	\$10,338.44
Route 8	\$7,818.08	\$2,304.90	\$10,122.98
			<b>\$20,461.42</b>

*Note: Estimates based on an average of 21 weekdays and 5 Saturdays.*

The estimated cost savings of \$20,461.42 per month for this service reduction is in addition to the estimated cost savings of \$269,907.64 per month for frequency service modifications that were made on March 23, 2020 due to the impacts of COVID-19.

Submitted By: \_\_\_\_\_

Nicole Recker, VP of Mobility Services & Administration



# Community Advisory Committee Meeting Recap Report

## April 2020

# MEETING DETAILS

Informational Item 4, Exhibit 1



# Virtual Meeting Materials

Informational Item 4, Exhibit 1



<https://www.youtube.com/watch?v=GDELa3vonsE>



## Supplemental Handout for April CAC Meeting

### DCTA's Response to COVID-19:

For more information, please visit <https://www.dcta.net/media-center/news/2020/denton-county-transportation-authority-coronavirus-covid-19-update>.

### Emergency Service Modifications:

For the latest schedules and maps, please visit <https://www.dcta.net/media-center/news/2020/dcta-implement-service-reductions-due-coronavirus-covid-19-health-emergency>

### Community Outreach Update:

- Check out our new Community Education webpage with downloadable resources for kids of all ages.
  - [Community Education Digital Resources Page](#)
- National Bike Month (May)
- National Safety Month (June)
- Rail Ready/Operation Lifesaver |
  - Kendra Meek and Mary Worthington are certified with Operation Lifesaver. Please contact us if you would like a presentation.
- Rails to Trails Event
  - June 6, 2020 (tentative rescheduled date)
  - 8 a.m. – 11 a.m.

### Blog

- Please Suggest future blog article ideas: <https://woobox.com/zbmder>
- Read our weekly 5 Good Things Blog to see what's going on in the community that will make you smile! <https://hoponboardblog.com/>



Community Advisory Committee

**DCTA** DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

**QUARTERLY  
ONLINE MEETING**

DCTA will provide a quarterly update to  
the CAC online on Wednesday, April 15.

Visit [RideDCTA.net](https://RideDCTA.net) for more information.

f t y in

HopOnBoardBlog.com • #RideDCTA

## Delivery

- The Community Advisory Committee was sent a video via Community Outreach News (e-newsletter)
- Mary Worthington emailed January CAC meeting attendees directly with the video and a supplemental handout

## Metrics

- Email Outreach
  - **137** emails sent
  - **83** total opens
  - Open rate of **60.6%**
- Video
  - **28** views from Wednesday, April 15 to Monday, April 21
- Community Advisory Committee Webpage
  - **43** views from Wednesday, April 15 to Monday, April 21

# MEETING NOTES



## **Purpose of the Community Advisory Committee (CAC)**

- Exchanging Information
- Providing public input/feedback
- Sharing DCTA News

## **What is DCTA doing in response to COVID-19?**

- DCTA is open and operating as an essential business in Denton County
- DCTA is using medical-grade disinfecting spray on all DCTA vehicles.
- All vehicles are sprayed with a broad-spectrum disinfectant daily.
- We are maintaining social distancing in operator crew rooms.
- Extra attention is being placed on high touch point areas.
- All non-essential personnel is operating under a work-from-home policy.
- operators are provided additional personal protective equipment supplies with each shift including gloves, disinfectant wipes and masks when available.
- We are encouraging passengers to wear a face-covering as recommended by the CDC.
- We installed clear protective curtains in each driver area.
- We are offering the Family First Care Act benefits to DCTA and NTMC employees.

## Emergency Service Modifications

- A-train
  - A-train service will be provided hourly Monday through Friday from 6 a.m. to 9 p.m.
  - Saturday service will remain the same.
- Denton & Lewisville Connect
  - Fixed route services will continue to run the same routes but with a modified schedule.
  - Service will operate Monday through Saturday.
  - More information on the schedules can be found at [RideDCTA.net](http://RideDCTA.net)
- Access
  - Access service will be available during the same hours as Lewisville and Denton Connect Services
- Campus Shuttles
  - Shuttle service for UNT and NCTC have been modified based on University needs

## University Orientations

- DCTA will still be participating in university orientations, even if they are not held in person

## 5 Good Things

- DCTA informed viewers of our new weekly 5 Good Things blog post series and requested them to check it out

## Coming Soon

- Community Education Webpage
  - Online Activity Page with downloadable resources for kids of all ages
  - DCTA requested CAC members to share this information
- May is National Bike Month
  - Online materials will be available soon
  - DCTA requested CAC members to share this information once available
- June is National Safety Month
  - Online materials will be available soon
  - DCTA requested CAC members to share this information once available
- Rails to Trails – Rescheduled
  - Tentative Date: June 6, 2020
  - Time: 8:00 a.m. – 11:00 a.m.
  - Where: A-train Rail Trail
- Operation Lifesaver/Rail Ready Update
  - Mary Worthington and Kendra Meek are officially Operation Lifesaver certified
  - DCTA requested members to reach out if they are interested in a Rail Ready presentation

# COMMITTEE MEMBER FEEDBACK



- Very well presented with the information that was sent
- Good that you sent something out in the midst of what is going on
- That video was really neat
- Appears you all are doing a great job keeping the system operating as best you can
- This may be a good time to look at going "Fare Free" to encourage ridership and help with those struggling with finances. I know I am more willing to use transit when it is basically "Hop on Hop off" not needing to deal with correct change, tickets or understanding the system. I know DCTA is tied to the Regional System of DART and Trinity Metro for Regional connections and if they don't participate it doesn't work, but for local rides this may be of big help.
- When the coronavirus spread subsides, I think it's critical that DCTA focus its marketing and promotional efforts on reminding and re-educating people about not only how safe it is to ride on DCTA vehicles, but also how easy and important riding DCTA is in order to help reduce car traffic, road congestion, and air pollution, as well as to help improve air quality and overall mobility as Denton County continues to grow.
- I'm very impressed with the online educational tools and activities that DCTA is beginning to roll out, as doing this will not only help educate people about DCTA's transit services, but it will also help build and reinforce DCTA's brand as well.
- I hope the Bike Trail event can be reactivated. I often see many using the trail now. I certainly hope we are back to more normal by June. Hang in there! Look forward to when we can meet again.

# NEXT MEETINGS



# July CAC Meetings

Informational Item 4, Exhibit 1

## Lewisville

### **Date/Time:**

Tuesday, July 14<sup>th</sup>  
6 – 7 p.m.

### **Location:**

DCTA Admin Offices  
T & P Conference Room  
1955 Lakeway Drive, Ste. 260  
Lewisville, TX 75057

## Denton

### **Date/Time:**

Thursday, July 16<sup>th</sup>  
6 – 7 p.m.

### **Location:**

DDTC  
Community Room  
604 E Hickory St,  
Denton, TX. 76205

[mworthington@dcta.net](mailto:mworthington@dcta.net)

## Mike Mowery Bio



Mike Mowery  
President of Leadership Development and Training  
[mmowery@governmentresource.com](mailto:mmowery@governmentresource.com)

Mike Mowery joined SGR in 2011 is experienced in leading City Council retreats, facilitating Community Engagement Meetings, and leading Management Team Workshops. He is the creator of SGR's Next Generation Leader training program and has helped develop and redefine SGR's Strategic Visioning Process used in city council retreats. He has a passion for seeing organizations thrive through the principles of Servant Leadership. He has led over 500 Workshops for local governments in the last 10 years.

## **Agenda for DCTA Short Term Strategic Priorities for Board Discussion May 27, 2020**

### **Introductions and Warm-up—5 Minutes**

### **Review of Mission, Vision, and Values – 10 Minutes**

- The Board will be reviewing this thoroughly as a part of the long-range planning process. This is just an acknowledgement that we will be discussing items in light of these guidelines today.

### **Board Short Term Strategic Guidance Themes – 90 Minutes**

- We will look at each of these priorities one at a time to gain Board's Direction on each one of them. We will discuss the importance and the meaning of each one, along with the subpoints, but not attempt to do wordsmithing unless it is to clarify.

### **Focus on projects and initiatives that achieve the 4 primary objects of DCTA's missions: Mobility, Air Quality, Livability and Economic Growth**

- Support the Transformation initiative
- Leverage DCTA's access to federal and state grants and local matching funds for projects and mobility solutions within member cities
- Incorporate stakeholder priority initiatives into DCTA financial plan and long-range service plan

### **Focus on local and regional transit system growth**

- Maximize urban and transit-oriented planning to leverage A-train stations as hubs for livability, walkability, multi-modal mobility, accessibility, and mixed-use development
- Identify projects that will facilitate high value initiatives for the member cities and the county
- Facilitate integration of DCTA services into the Regional Transportation Plan:

### **Improve efficiencies and maximize return on investment**

- Ensure cost-effective transit coverage in primary service areas within stakeholder communities until strategies are defined and implemented resulting from the Transformation initiative
- Prioritize funds to high value projects, programs, and mobility services
- Develop capital and operating plans and funding strategies for critical infrastructure state of good repair and service enhancements

- Provide accurate and reliable revenue and expenditure forecasts and maintain budget practices that ensure sustainability and continuity of programs and services
- Ensure costs are allocated efficiently between member and non-member cities
- Ensure federal, state, and local statutes and safety requirements are achieved
- Finalize all required action to obtain PTC certification
- Optimize bus and rail operations and finalize recommendations for future state of operations (in-house or contracted services)

**Build a great employee culture and a quality brand**

- Foster a servant leadership culture across the organization
- Actively engage with local, regional and national stakeholders to improve agency services, brand awareness, funding opportunities and quality of services

**Wrap-up and Closing Thoughts – 15 Minutes**

## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Approval of Resolution R20-04 Approving FY20 Budget Amendment

### Background

The DCTA budget is prepared months in advance of the start of the October 1 fiscal year and not all revenues and expenses can be anticipated at the time of the budget preparation. Therefore, during the fiscal year, it may become necessary to reforecast the annual revenues and expenses and modify the budget by amendment. Amending the budget for material changes will provide a better forecasting and management tool for the Board and DCTA staff.

### Identified Need

In order to improve financial reporting and communicate expected financial results the revised budget is submitted to the Board for consideration and approval of the attached Budget Revision Number 2020-04. Major items included in this revision are as follows:

#### DCTA Operating Revenues:

- Passenger Revenues (Bus Farebox): Revenue has been reduced by \$253k to reflect a 72% reduction in projected bus ridership for May through September due to COVID-19.
- Passenger Revenues (Rail Farebox): Revenue has been reduced by \$167k to reflect a 78% reduction in projected rail ridership for May through September due to COVID-19.

#### DCTA Operating Expenses:

- Salary, Wages, & Benefits – In a continued effort to respond to COVID-19 and the associated economic conditions, DCTA implemented a reduction in force effective May 1 to reduce total DCTA headcount and expenses. This action resulted in the reduction of 8.5 total FTEs and reduced expenses by \$398k in the FY20 budget.
- Outsourced Services and Charges – Department review of budgeted projects resulted in savings of \$165k in the FY20 budget due to delayed or postponed projects.
- Materials and Supplies –
  - Fuel was budgeted at \$3.00/gallon for bus and \$2.75/gallon for rail; year to date actual cost has averaged roughly \$2.00/gallon for both services. Year to date fuel savings of \$125k for bus service and \$200k for rail service have been captured.
  - Bus service changes implemented in March and May resulted in 57% fewer service miles for April through September service for fuel savings of \$204k.
- Utilities – Year to date savings of \$37k have been captured based on lower than anticipated usage.
- Purchased Transportation Services – Rail service changes were implemented in March to respond to decreased ridership in light of the COVID-19 pandemic, resulting in a 39% reduction in train crew hours for April through September service, for decreased costs of \$330k in the FY20 budget.
- Employee Development – Due to event cancellations, travel bans, and health concerns related to the COVID-19 pandemic, temporary freezes have been placed on most travel and training events for the remainder of FY2020, resulting in expense reductions of \$90k.

DCTA Non-Operating Revenues/(Expenses):

- Investment Income – Revenue has been reduced by \$75k to reflect revised yield projections to only include locked-in rates; all variable rate investments are projected at 0% yield for the remainder of FY2020. The Federal Reserve Board is expected to hold the overnight rate steady at zero for the foreseeable future.
- Sales Tax Revenue – Due to the economic impacts of COVID-19, sales tax projections will be reduced to 50% of the originally budgeted amount for the months of April through September. The sales tax projection is further reduced by \$500k to anticipate potential impacts of the Comptroller's proposed rule changes regarding internet sales orders, for a total reduction of roughly \$7.5 million.
- Federal Grants and Reimbursements:
  - Due to changes in timing for fleet purchases and positive train control, \$3.9 million in revenue related to grant reimbursements will be reduced from the FY2020 budget and shifted to the FY2021 budget.
  - An additional \$7.3 million in grant revenue has been added to the FY2020 budget for preventive maintenance and operating assistance for anticipated drawdowns of formula funding and CARES Act funding through September 2020.
- State Grants and Reimbursements:
  - Grant reimbursements related to the Hike & Bike Trail – Eagle Point project were budgeted in FY2020 but were drawn down and received in FY2019, therefore the FY2020 budget will be reduced by \$342k to reflect this timing.

DCTA Transfers Out:

- This amount reflects DCTA's funding of the NTMC operating budget. NTMC budgeted expenses are anticipated to decrease by \$802,077; therefore, the DCTA Transfer Out will be decreased by this amount.

Capital Budget:

- Project delays for fleet purchases and positive train control will reduce the capital budget by \$4.1 million in FY20 and will be included in the FY21 capital budget. Grant revenues associated with these projects have also been revised.

NTMC Operating Expenses:

- Salary, Wages, & Benefits:
  - Bus service changes were implemented in March and May to respond to decreased ridership in light of the COVID-19 pandemic, resulting in a 48% reduction in service hours for April – September service for projected cost savings of \$784k in the FY20 budget.
  - Savings of \$85,800 from two vacant positions are being captured to cover the management services contract referenced below.
- Outsourced Services and Charges – The NTMC Board approved a contract for advisory and management services on March 25, 2020 in the amount of \$85,800. Savings from vacant positions will cover this additional expense.
- Employee Development – Due to event cancellations, travel bans, and health concerns related to the COVID-19 pandemic, temporary freezes have been placed on most travel and training events for the remainder of FY2020, resulting in expense reductions of \$19k.

#### NTMC Transfers In:

- This amount reflects DCTA's funding of the NTMC operating budget. NTMC budgeted expenses are anticipated to decrease by \$802,077; therefore, the Transfer In will be decreased by this amount.

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.

#### Financial Impact

The total budget impact of Budget Amendment Number 2020-04 is an increase to Net Position of \$1,459,029.

#### Recommendation

Staff recommends the Board of Directors approve Resolution R20-04 authorizing a budget amendment for the FY 2020 operating and capital budget.

#### Exhibits

Attached – Exhibit 1: Resolution R20-04 authorizing FY 2020 Budget Amendment Number 2020-04

Attached – Exhibit 2: Budget Revision 2020-04

Attached – Exhibit 3: Change in Net Position – DCTA

Attached – Exhibit 4: Change in Net Position – DCTA & NTMC Combined

Attached – Exhibit 5: Organization Chart

Attached – Exhibit 6: Year to Date FY2020 Budget Revisions

Submitted By:



Amanda Riddle, Senior Manager of Budget

Final Review:



Marisa Perry, CPA

Chief Financial Officer/VP of Finance

Approval:



Raymond Suarez, CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. R20-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2020 BUDGET AMENDMENT NUMBER 2020-04 REVISED CAPITAL AND OPERATING BUDGET AMENDMENTS, ATTACHED HERETO AS EXHIBITS “2” THROUGH “3”, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, DCTA budget is a well calculated estimate as to what will be needed for expenditures in the fiscal year; and

**WHEREAS**, budget estimates are often prepared months in advance of the actual expenditures and the possibility that the actual amount of the expenditure will be known in exact terms at the time of the budget preparation is unlikely; and

**WHEREAS**, during the fiscal year, it may become necessary to reforecast the annual expenditures and modify the budget by amendment; and

**WHEREAS**, the Board of Directors of the DCTA desires to amend the fiscal year 2020 Operating and Capital Budget as set forth in Exhibits “2” through “3”, respectively.

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

**SECTION 1.** The Budget Amendment number attached hereto as Exhibits “2” through “3”, respectively, be, and the same are hereby adopted and which shall amend the original budget adopted September 26, 2019, from and after the effective date of this Resolution.

**SECTION 2.** All provisions of the resolutions of the Board of Directors of the DCTA, 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 27<sup>TH</sup> DAY OF MAY, 2020.**

**APPROVED:**

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Dianne Costa, Chair

**ATTEST:**

---

Sam Burke, Secretary  
(05-18-2020:TM 115677)

## DENTON COUNTY TRANSPORTATION AUTHORITY

## BUDGET TRANSFER / REVISION REQUEST

Number: 2020-04

TRANSACTION TYPE: Transfer ☐  
Revision ☒

	Working Budget (A)	Budget Revision Amount	Revised Budget
<b>BUDGET REDUCTIONS</b>			
<u>OPERATING REVENUE:</u>			
Passenger Revenues (Bus Farebox) \$	624,049	\$ (253,458)	\$ 370,591
Passenger Revenues (Rail Farebox)	588,272	(166,694)	421,578
<u>OPERATING EXPENSES:</u>			
Salary, Wages & Benefits	5,057,807	(398,073)	4,659,734
Services	3,970,777	(165,300)	3,805,477
Materials & Supplies	3,094,917	(540,456)	2,554,461
Utilities	527,988	(37,000)	490,988
Purchased Transportation	10,601,706	(330,072)	10,271,634
Employee Development	387,237	(90,302)	296,935
<u>NON-OPERATING REVENUES:</u>			
Investment Income	400,000	(75,000)	325,000
Sales Tax Revenue	29,019,184	(7,554,732)	21,464,452
Federal Grants & Reimbursements	10,103,440	3,323,319	13,426,759
State Grants & Reimbursements	780,389	(341,841)	438,548
<u>CAPITAL PROJECTS:</u>			
PTC Enhancements	1,780,555	(1,630,555)	150,000
Fleet 2019	1,481,000	(1,471,000)	10,000
Fleet 2020	1,062,600	(1,062,600)	-

## TRANSFERS IN / OUT

Transfers Out	8,802,424	(802,077)	8,000,347
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Net Revision Impact	\$ 1,459,029
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(A) Working Budget includes DCTA February Revision (Pending) on Exhibit 3, Change in Net Position

EXPLANATION: Please refer to Exhibit 3, Change in Net Position schedule for budget revision details.

DATE: 5.21.2020

REQUESTED BY:



DATE:

CFO:



DATE:

CEO:



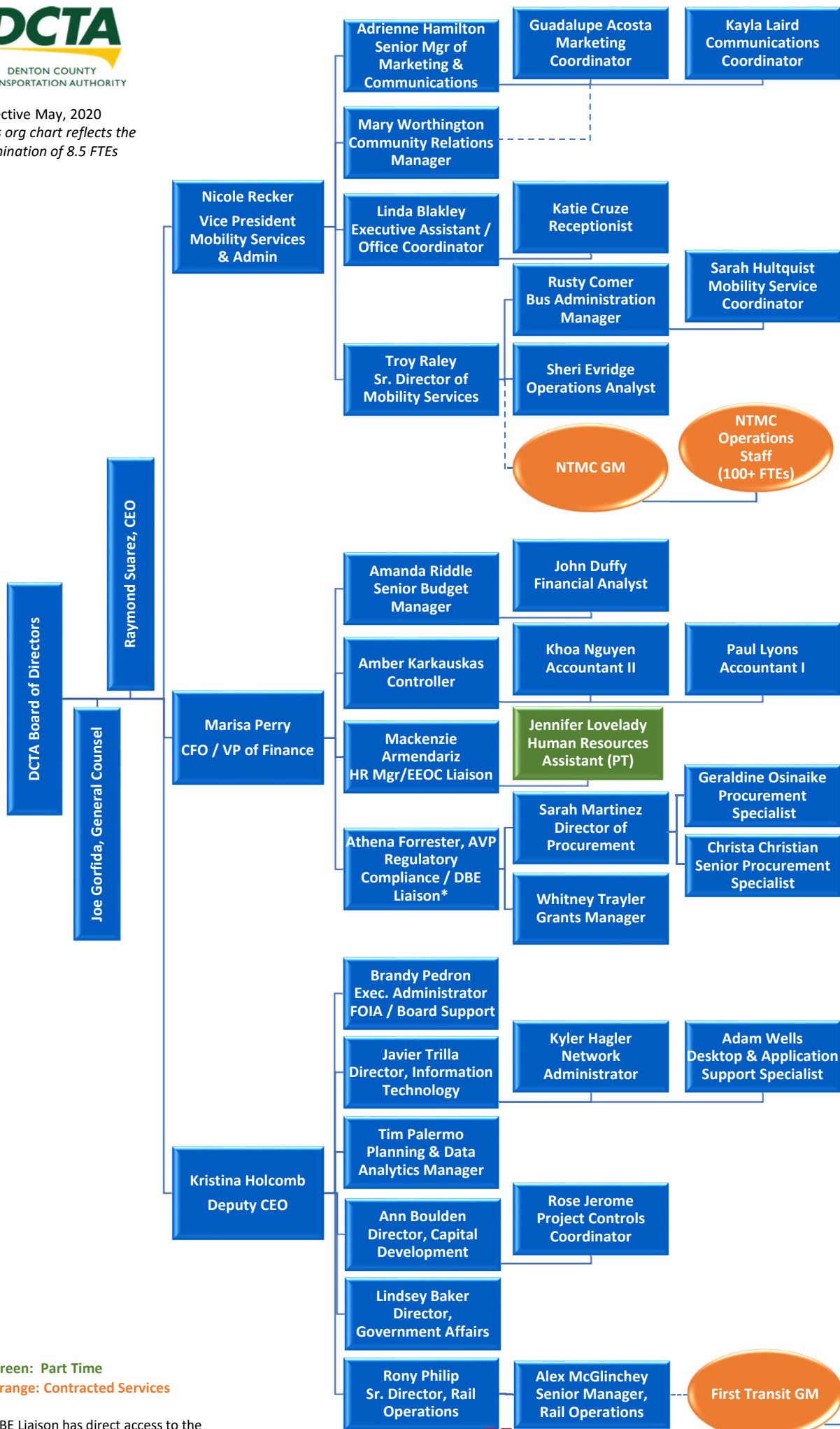
DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position (DCTA Only)  
(Not Including Depreciation)

Description	DCTA FY 2020 Working Budget	DCTA February Revision (PENDING)	DCTA May Revision (PROPOSED)	Total DCTA FY 2020 Revised Budget	REVISION DETAILS
OPERATING REVENUE					
Passenger Revenues (Bus Farebox)	\$ 624,049	\$ -	\$ (253,458)	\$ 370,591	* Revenue reduction reflects a 72% reduction in projected bus ridership for May - September
Passenger Revenues (Rail Farebox)	588,272	-	(166,694)	421,578	* Revenue reduction reflects a 78% reduction in projected rail ridership for May - September
Contract Service Revenue	4,416,160	-	-	4,416,160	
Total Operating Revenue	5,628,481	-	(420,152)	5,208,329	
OPERATING EXPENSES					
Salary, Wages & Benefits	4,996,191	61,616	(398,073)	4,659,734	* Reduction in force effective May 1 resulted in the reduction of 8.5 total FTEs
Outsourced Services & Charges	3,903,117	67,660	(165,300)	3,805,477	* Department review resulted in cost savings due to delayed or postponed projects
Materials and Supplies	3,094,917	-	(540,456)	2,554,461	* Year to date bus fuel savings of \$125k and rail fuel savings of \$200k captured due to lower than anticipated fuel cost * Bus service changes resulted in 57% fewer service miles for April – September service for projected fuel savings of \$204k
Utilities	527,988	-	(37,000)	490,988	* Year to date savings captured due to lower than anticipated usage
Insurance, Casualties and Losses	1,752,329	-	-	1,752,329	
Purchased Transportation Services	10,601,706	-	(330,072)	10,271,634	* Rail service changes resulted in a 39% reduction in train crew hours forApril – September service
Employee Development	387,237	-	(90,302)	296,935	* Temporary travel and training freezes for all discretionary events
Leases and Rentals	229,633	-	-	229,633	
Total Operating Expenses	25,493,118	129,276	(1,561,203)	24,061,191	
Operating Income / (Loss)	(19,864,637)	(129,276)	1,141,051	(18,852,862)	
NON-OPERATING REVENUE / EXPENSE					
Investment Income	400,000	-	(75,000)	325,000	* Reduced projection for yield on investments with variable rates; revised projection includes only locked-in rates
Misc. Revenues	52,000	-	-	52,000	
Sales Tax Revenue	29,019,184	-	(7,554,732)	21,464,452	* Sales tax projections will be reduced to 50% of the originally budgeted amount for the months of April – September. * Reduction of \$500k to anticipate potential impacts of the Comptroller’s proposed rule changes regarding internet sales orders
Federal Grants & Reimbursements	10,103,440	-	3,323,319	13,426,759	* \$3.9 million related to grant reimbursements for fleet purchases and positive train control will be reduced from the FY2020 budget and shifted to the FY2021 budget to align with revised project timing * Addition of \$7.3 million in grant funds for preventive maintenance and operating assistance for anticipated drawdowns of formula funding and CARES Act funding through September 2020
State Grants & Reimbursements	780,389	-	(341,841)	438,548	* Grant reimbursements related to the Hike & Bike Trail – Eagle Point project were budgeted in FY2020 but were drawn down and received in FY2019, therefore the FY2020 budget will be reduced by \$342k to reflect this timing
Long Term Debt Interest/(Expense)	(909,480)	-		(909,480)	
Total Non-Operating Revenue / Expense	39,445,533	-	(4,648,254)	34,797,279	
Income (Loss) Before Transfers	19,580,896	(129,276)	(3,507,203)	15,944,417	-
Transfers Out	(8,781,700)	(20,724)	802,077	(8,000,347)	* This amount reflects DCTA’s funding of the NTMC operating budget. NTMC budgeted expenses are anticipated to decrease by \$802,077; therefore, the DCTA Transfer Out will be decreased by this amount.
Transfers In	-	-	-	-	
Total Transfers	(8,781,700)	(20,724)	802,077	(8,000,347)	
CHANGE IN NET POSITION	\$ 10,799,196	\$ (150,000)	\$ (2,705,126)	\$ 7,944,070	
Net Position - Beginning of Year:	327,800,795	328,638,871	328,488,871	327,800,795	
Net Position - End of Year:	338,599,991	328,488,871	325,783,745	335,744,865	
Transfer to Capital Projects	(9,961,120)	-	4,164,155	(5,796,965)	* Project delays for fleet purchases and positive train control will reduce the capital budget by \$4.1 million in FY20 and will be included in the FY21 capital budget. Grant revenues associated with these projects have also been revised.
Net Position After Capital Project Transfer	328,638,871	328,488,871	329,947,900	329,947,900	

DENTON COUNTY TRANSPORTATION AUTHORITY  
Change in Net Position – DCTA & NTMC Combined  
(Not Including Depreciation)

Description	DCTA FY 2020 Working Budget	DCTA February Revision (PENDING)	DCTA May Revision (PROPOSED)	Total DCTA FY 2020 Revised Budget	NTMC FY 2020 Working Budget	NTMC February Revision (PENDING)	NTMC May Revision (PROPOSED)	Total NTMC FY 2020 Revised Budget	Total Combined FY 2020 Revised Budget
<b>OPERATING REVENUE</b>									
Passenger Revenues (Bus Farebox)	\$ 624,049	\$ -	\$ (253,458)	\$ 370,591	\$ -	\$ -	\$ -	\$ -	\$ 370,591
Passenger Revenues (Rail Farebox)	588,272	-	(166,694)	421,578	-	-	-	-	421,578
Contract Service Revenue	4,416,160	-	-	4,416,160	-	-	-	-	4,416,160
<b>Total Operating Revenue</b>	<b>5,628,481</b>	<b>-</b>	<b>(420,152)</b>	<b>5,208,329</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,208,329</b>
<b>OPERATING EXPENSES</b>									
Salary, Wages & Benefits	4,996,191	61,616	(398,073)	4,659,734	8,460,824	(60,065)	(869,377)	7,531,382	12,191,116
Outsourced Services & Charges	3,903,117	67,660	(165,300)	3,805,477	95,040	80,789	85,800	261,629	4,067,106
Materials and Supplies	3,094,917	-	(540,456)	2,554,461	-	-	-	-	2,554,461
Utilities	527,988	-	(37,000)	490,988	-	-	-	-	490,988
Insurance, Casualties and Losses	1,752,329	-	-	1,752,329	132,636	-	-	132,636	1,884,965
Purchased Transportation Services	10,601,706	-	(330,072)	10,271,634	-	-	-	-	10,271,634
Employee Development	387,237	-	(90,302)	296,935	93,200	-	(18,500)	74,700	371,635
Leases and Rentals	229,633	-	-	229,633	-	-	-	-	229,633
<b>Total Operating Expenses</b>	<b>25,493,118</b>	<b>129,276</b>	<b>(1,561,203)</b>	<b>24,061,191</b>	<b>8,781,700</b>	<b>20,724</b>	<b>(802,077)</b>	<b>8,000,347</b>	<b>32,061,538</b>
Operating Income / (Loss)	(19,864,637)	(129,276)	1,141,051	(18,852,862)	(8,781,700)	(20,724)	802,077	(8,000,347)	(26,853,209)
<b>NON-OPERATING REVENUE / EXPENSE</b>									
Investment Income	400,000	-	(75,000)	325,000	-	-	-	-	325,000
Misc. Revenues	52,000	-	-	52,000	-	-	-	-	52,000
Sales Tax Revenue	29,019,184	-	(7,554,732)	21,464,452	-	-	-	-	21,464,452
Federal Grants & Reimbursements	10,103,440	-	3,323,319	13,426,759	-	-	-	-	13,426,759
State Grants & Reimbursements	780,389	-	(341,841)	438,548	-	-	-	-	438,548
Long Term Debt Interest/(Expense)	(909,480)	-	-	(909,480)	-	-	-	-	(909,480)
<b>Total Non-Operating Revenue / Expense</b>	<b>39,445,533</b>	<b>-</b>	<b>(4,648,254)</b>	<b>34,797,279</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>34,797,279</b>
Income (Loss) Before Transfers	19,580,896	(129,276)	(3,507,203)	15,944,417	(8,781,700)	(20,724)	802,077	(8,000,347)	7,944,070
Transfers Out	(8,781,700)	(20,724)	802,077	(8,000,347)	-	-	-	-	(8,000,347)
Transfers In	-	-	-	-	8,781,700	20,724	(802,077)	8,000,347	8,000,347
<b>Total Transfers</b>	<b>(8,781,700)</b>	<b>(20,724)</b>	<b>802,077</b>	<b>(8,000,347)</b>	<b>8,781,700</b>	<b>20,724</b>	<b>(802,077)</b>	<b>8,000,347</b>	<b>-</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 10,799,196</b>	<b>\$ (150,000)</b>	<b>\$ (2,705,126)</b>	<b>\$ 7,944,070</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,944,070</b>
Net Position - Beginning of Year:	327,800,795	328,638,871	328,488,871	327,800,795	-	-	-	-	327,800,795
Net Position - End of Year:	338,599,991	328,488,871	325,783,745	335,744,865	-	-	-	-	335,744,865
Transfer to Capital Projects	(9,961,120)	-	4,164,155	(5,796,965)	-	-	-	-	(5,796,965)
Net Position After Capital Project Transfer	328,638,871	328,488,871	329,947,900	329,947,900	-	-	-	-	329,947,900

Effective May, 2020  
This org chart reflects the  
elimination of 8.5 FTEs



Green: Part Time  
Orange: Contracted Services

\* DBE Liaison has direct access to the President on DBE related matters.

## YEAR-TO-DATE FY20 BUDGET REVISIONS

DCTA 2020-01 (Presented to DCTA Board February 27, 2020)

*\*Budget Transfer - No Approval Necessary; Completed\**

		Adopted Budget	Revision	Revised Budget
Rail: 620-50318	Facilities Maintenance	\$ 102,612	\$ 91,914	\$ 194,526
620-50810	Purchased Transportation	10,068,545	(100,000)	9,968,545
620-50309	Professional Services	30,000	100,000	130,000
620-50410	Fuel	975,000	(117,776)	857,224
G&A: 100-50309	Professional Services	305,479	32,850	338,329
110-50309	Professional Services	11,000	15,120	26,120
110-50440	Computer & Software Supplies	-	5,500	5,500
130-50309	Professional Services	296,000	(89,476)	206,524
900-40400	Operating Grant Funds	(5,253,753)	123,334	(5,130,419)
Bus: 590-50455	Parts	685,600	(72,000)	613,600
533-50810	Purchased Transportation	-	1,000	1,000
533-50440	Computer & Software Supplies	-	33,000	33,000
531-50313	Computer & Software Maintenance	-	5,000	5,000
570-50309	Professional Services	-	33,000	33,000
200-50410	Fuel	342,730	(33,440)	309,290
511-50410	Fuel	468,666	(28,026)	440,640
Net Budget Impact		\$	-	

DCTA 2020-02 (Presented to DCTA Board February 27, 2020)

*\*Approved by DCTA Board; related NTMC revision was not approved by NTMC Board so transfer has not been completed\**

		Working Budget	Revision	Revised Budget
130.50309	Professional Services	206,524	(1,551)	204,973
	Finance Salary & Benefits	1,221,395	61,616	1,283,011
100.50315	Legal Fees	110,000	69,211	179,211
	Transfers Out	(8,781,700)	(20,724)	(8,802,424)
Net Budget Impact			150,000	

NTMC 2020-N001 (Presented to NTMC Board February 28, 2020)

*\*Postponed by NTMC Board so transfer has not been completed\**

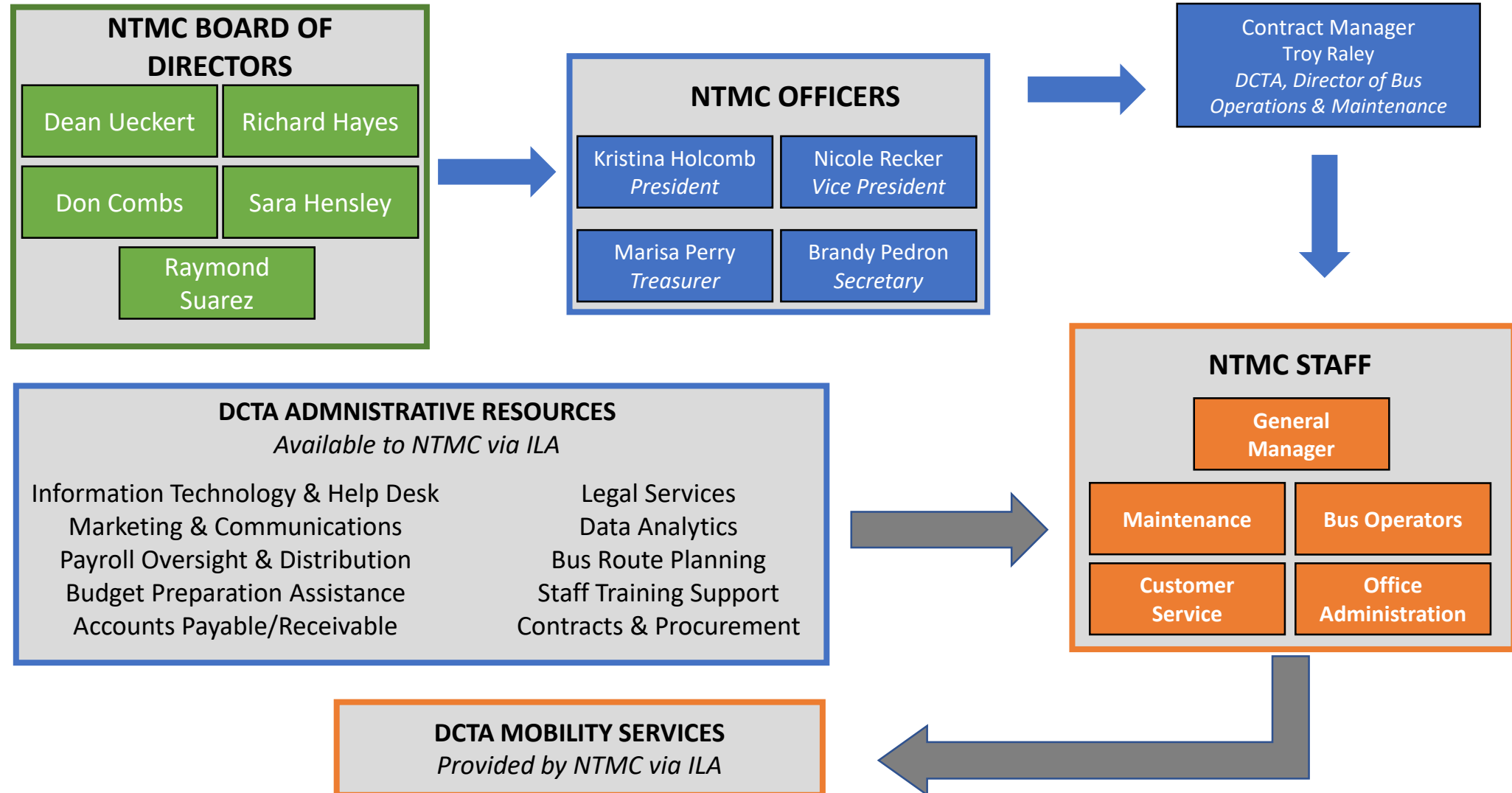
		Adopted Budget	Revision	Revised Budget
	Bus Maintenance Salary & Benefits	1,150,815	(60,065)	1,090,750
700.50315	Legal Fees	-	80,789	80,789
	Transfers In	8,781,700	20,724	8,802,424
Net Budget Impact			-	

DCTA 2020-03 (Presented to DCTA Board March 26, 2020)

*\*Budget Transfer - No Approval Necessary; Completed\**

		Working Budget	Revision	Revised 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		\$	-	

# North Texas Mobility Corporation (NTMC) – Current Structure



## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Approval of Resolution R20-07 Approving the North Texas Mobility Corporation's ("NTMC") Amended Certificate of Formation which was Approved by the NTMC Board of Directors at its Regular Meeting on April 22, 2020.

### Background

In April of 2020, the North Texas Mobility Corporation (NTMC) Board of Directors voted to modify the NTMC Certificate of Formation, previously approved by the DCTA Board of Directors in February of 2019.

Upon DCTA Board of Director approval of the NTMC Certificate of Formation, DCTA will work with legal counsel to file the Certificate of Formation with the Texas Secretary of State.

### Recommendation

NTMC Board of Directors recommends approval of the Certificate of Formation amendments for the North Texas Mobility Corporation. Amendments are outlined below and shown in Exhibit 1.

- Removal of Article IV, Section 4.3 B: *"issue debt or enter into and administer other contractual obligations to carry out the purposes of the Corporation;"*
- Removal of the following in Article IV, Section 4.5: *"including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of the Authority or as otherwise allowed by the Bylaws."*
- Removal of Article VI, Section 6.3 A: *"The Authority shall appoint one (1) Director who shall at all times during the term of office be serving as the Chief Executive Officer or similar position for the Authority."*
- Change to Article VI, Section 6.3 B: *"The Authority shall appoint ~~four (4)~~ five (5) Directors who shall at all times during the term of office be a resident of Denton County, Texas."*


### Exhibits

Exhibit 1 – Resolution R20-07 Approving the North Texas Mobility Corporation's ("NTMC") Amended Certificate of Formation which was Approved by the NTMC Board of Directors at its Regular Meeting on April 22, 2020.

Submitted by:

  
Kristina Holcomb, Deputy CEO

Approval:

  
Joseph J. Gorfida, Jr., General Counsel

**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. R20-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY APPROVING THE NORTH TEXAS MOBILITY CORPORATION'S ("NTMC") AMENDED CERTIFICATE OF FORMATION WHICH WAS APPROVED BY THE NTMC BOARD OF DIRECTORS AT ITS REGULAR MEETING ON APRIL 22, 2020; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 8.06 of the North Texas Mobility Corporation's Bylaws, the Board of Directors of NTMC approved and adopted the Amended Certificate of Formation at the NTMC Board of Directors Regular Meeting on April 22, 2020; and

**WHEREAS**, upon full review and consideration of the Amended Certificate of Formation, and all matters related thereto, the Board of Directors of the Denton County Transportation Authority is of the opinion and finds that such Amended Certificate of Formation should be approved;

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

**SECTION 1.** The Amended Certificate of Formation of the North Texas Mobility Corporation attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved.

**SECTION 2.** 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 ON THE 27<sup>TH</sup> DAY OF MAY, 2020.**

**APPROVED:**

\_\_\_\_\_  
Dianne Costa, Chair

**ATTEST:**

\_\_\_\_\_  
Sam Burke, Secretary  
(05-20-2020:TM 115732)

**EXHIBIT “A”**  
**NORTH TEXAS MOBILITY CORPORATION AMENDED**  
**CERTIFICATE OF FORMATION**

FILED  
In the Office of the  
Secretary of State of Texas  
APR 01 2019  
Corporations Section

**CERTIFICATE OF FORMATION OF  
NORTH TEXAS MOBILITY CORPORATION**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and Chapter 394, Texas Local Government Code, do hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
Corporation Name**

The name of the corporation is **NORTH TEXAS MOBILITY CORPORATION** (the "Corporation").

**ARTICLE II  
Nature of Corporation**

The Corporation is a public non-profit corporation.

**ARTICLE III  
Duration of Corporation**

The period of duration of the Corporation shall be perpetual.

**ARTICLE IV  
Corporate Purpose and Authority**

4.1 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Denton County Transportation Authority ("the Authority") in the performance of its governmental functions to promote the common good and general welfare of the Authority, including, without limitation, financing, constructing, owning, managing and operating regional mobility services (the "Mobility Services") on behalf of the Authority, and to perform such other governmental purposes of the Authority as may be determined from time to time by the Authority's Board of Directors (the "DCTA Board"). Subject to applicable state law and any contractual obligations of DCTA or the Corporation, DCTA may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established from time to time in the Bylaws of the Corporation (the "Bylaws").

4.2 The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Authority and to engage in activities in the furtherance of the purposes for its creation.

4.3 The Corporation, with the prior written consent of the DCTA Board or as may be provided by the Bylaws, shall have the following powers to carry out the purposes of the Corporation, by and through its Directors:

A. employ and/or contract with persons or entities to carry out the purposes of the Corporation;

B. purchase, acquire, own, lease, maintain and dispose of real and personal property; and

C. contract with other political subdivisions and units of governments.

4.4 The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 22 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

4.5 The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created.

4.6 The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

4.7 References herein to the consent or written consent of the Authority shall refer to an ordinance, resolution order, or motion approved by the DCTA Board.

#### **ARTICLE V No Members or Shareholders**

The Corporation shall have no members and shall have no stock.

**Deleted:** <#>issue debt or enter into and administer other contractual obligations to carry out the purposes of the Corporation;¶

**Deleted:** including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of the Authority or as otherwise allowed by the Bylaws.¶

## ARTICLE VI Board of Directors

6.1 All powers of the Corporation shall be vested in a Board of Directors consisting of five (5) members (the "Board") subject to the oversight of the Authority and as otherwise provided in the Bylaws. The Board shall independently manage and operate the Mobility Services in accordance with all applicable laws and documents, including this Certificate, the Bylaws, and such other documents agreed to by the Authority and as the same may be amended from time to time.

6.2 The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Subsequent Directors shall be appointed to the Board for a term of three (3) years as prescribed herein. Except as set forth in this Certificate or the Bylaws, any Director may be removed from office at any time, with or without cause, by the Authority.

6.3 The number of Directors shall be five (5), and shall be selected as follows:

A. The Authority shall appoint ~~five (5)~~ Directors who shall at all times during the term of office be a resident of Denton County, Texas.

6.4 The majority of Directors must at all times be people who reside within Denton County.

6.5 Except as set forth in Section 6.02 above, Directors shall serve a term of office of three (3) years, with no limit imposed by this Certificate on the number of terms that a Director may serve.

6.6 Vacancies on the Board that occur before the end of a Director's term shall be filled in the same manner as appointments made pursuant to Section 6.03.

6.7 The Directors appointed pursuant to Section 6.03.B. may be removed at any time, with or without cause, by the DCTA Board.

6.8 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

**Deleted:** <#>The Authority shall appoint one (1) Director who shall at all times during the term of office be serving as the Chief Executive Officer or similar position for the Authority.¶

**Deleted:** four

**Deleted:** 4

**Deleted:** member of the OCTA Board or

**ARTICLE VII**  
**Registered Office and Agent**

The street address of the initial registered office of the Corporation is 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057, and the name of its initial registered agent at such address is Raymond Suarez.

**ARTICLE VIII**  
**Initial Directors**

The names, addresses, and terms of office of the five (5) initial Directors are:

<b>NAME</b>	<b>ADDRESS</b>	<b>TERM EXPIRES</b>
Raymond Suarez	6823 Pistoia Drive, Frisco, Texas 75034	September 30, 2020
Dave Kovatch	5023 Westway Drive, Little Elm, Texas 75068	September 30, 2021
Connie White	119 Trophy Club Drive, Trophy Club, Texas 76262	September 30, 2020
Dianne Costa	3119 Misty Oak Drive, Highland Village, Texas 75077	September 30, 2021
Charles Emery	2200 N. Garden Ridge Blvd., Lewisville, Texas 75077	September 30, 2020

**ARTICLE IX**  
**Incorporators**

The names and street addresses of the incorporators, each of whom resides within the Authority forming the Corporation are:

<b>NAME</b>	<b>ADDRESS</b>
Sara Bagheri	1125 E. University Drive, Suite A, Denton, Texas 76209
Dianne Costa	3119 Misty Oak Drive, Highland Village, Texas 75077
Charles Emery	2200 N. Garden Ridge Blvd., Lewisville, Texas 75077

**ARTICLE X**  
**Approval of Certificate of Formation by the Authority**

Resolution No. 19-05 approving the form and substance of this Certificate of Formation was adopted by the Board of Directors of the Denton County Transportation Authority on February 28, 2019.

**ARTICLE XI**  
**Director Liability**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (ii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iii) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article

by the Directors shall be prospective only and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

## **ARTICLE XII**

### **Limits on Use of Corporate Assets; Income of Corporation**

121 In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the Corporation shall not:

- A. permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes);
- B. devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise;
- C. participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and
- D. attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives.

No part of the Corporation's income shall inure to the benefit of any private interests.

122 Notwithstanding Section 431.107 of the Act entitling the Authority to have the right to receive the income earned by the Corporation, any income earned by the Corporation after payment of reasonable expenses, reasonable reserves for future activities, debt, establishment of a capital reserve, and establishment of a reserve for other legal obligations of the Corporation, shall be retained by the Corporation and applied as a credit to the charges to the Authority and others who may, from time to time in accordance with this Certificate and the Bylaws, become a participating entity in the Corporation, for the operation and maintenance of the Mobility Services, or distributed to the Authority and such others in a manner to be determined by the Board in accordance with the provisions of the Bylaws of the Corporation.

## **ARTICLE XIII**

### **Corporation as Private Foundation**

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d)

shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

#### **ARTICLE XIV Dissolution**

14.1 If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds or notes issued by, and all obligations incurred by, the Corporation or on behalf of the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence.

14.2 Subject to any restrictions contained in applicable state law, if the Authority considers and approves a concurrent resolution directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution of the Corporation. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section 14.02 shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of this Certificate of Formation.

14.3 Upon the dissolution of the Corporation the assets of the Corporation shall be distributed to the Authority.

#### **ARTICLE XV Indemnification of Directors and Officers**

15.1 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article XV and the Bylaws of the Corporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article XV shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article XV shall be deemed contract rights, and no amendment, modification or repeal of this Article XV shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article XV could involve indemnification for negligence or under theories of strict liability.

15.2 *Advance Payment.* The right to indemnification conferred in this Article XV shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 15.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification, provided; however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article XV and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article XV or otherwise.

15.3 *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article XV, and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status of such a person to the same extent that it may indemnify and advance expenses to Directors under this Article XV.

15.4 *Appearance as a Witness.* Notwithstanding any other provision of this Article XV, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

15.5 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article XV shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 15.03, above, may have or hereafter acquire under any law (common or statutory), provision of this Certificate of Formation or the Bylaws of the Corporation, agreement, or vote of disinterested Directors or otherwise.

15.6 *Insurance.* The Corporation may purchase and maintain insurance, at its expense to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article XV.

15.7 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article XV shall be reported in writing to the members of the Board with

or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

15.8 *Savings Clause.* If this Article XV or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article XV as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article XV that shall not have been invalidated and to the fullest extent permitted by applicable law.

#### **ARTICLE XVI Amendments**

This Certificate of Formation may not be changed or amended unless approved in writing by the Authority.

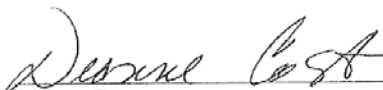
**IN WITNESS WHEREOF**, we have hereunto set our hands on the dates indicated below.

*(Incorporator Signatures on Following Pages)*

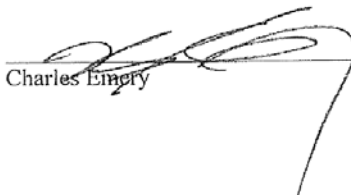
*Signatures and Verification of Incorporators*



Sara Bagheri



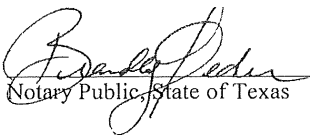
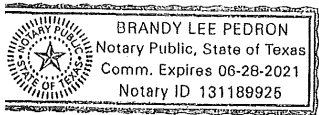
Dianne Costa



Charles Emery

STATE OF TEXAS       §  
                                     §  
COUNTY OF DENTON   §

Before me, a notary public, on this 28th day of February, 2019, appeared Sara Bagheri, Dianne Costa, and Charles Emery, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

  
Notary Public, State of Texas

## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Approval of Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP)

### Background

Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) granted the Federal Transportation Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS)<sup>1</sup>. This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA adopted the principles and methods of SMS as the basis for enhancing public transportation safety, and followed SMS principles in the development of rules, regulations, policies, guidance, best practices, and technical assistance. The Final Rule, published in the Federal Register in July 2018, requires States and operators of public transportation systems that receive federal financial assistance to develop Public Transportation Agency Safety Plans based on the SMS approach.

Safety Management System (SMS) refers to a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation, including systematic procedures, practices, and policies for managing risks and hazards. Each transit agency is required to develop a Public Transportation Agency Safety Plan (PTASP) that incorporates SMS principles and methods that are tailored to the size, complexity, and scope of the system it operates in, and consists of the following items:

- Documents the process and activities related to bus operations SMS implementation;
- Includes bus operations performance targets based on the safety performance measures established under the National Public Transportation Safety Plan;
- Addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan;
- Establishes a process and timeline for conducting an annual review and update of the PTASP;

To assist transit agencies in developing their PTASP, the Texas Department of Transportation (TxDOT) issued a formal call for participation in a State sponsored PTASP development process in January 2019. The Denton County Transportation Authority (DCTA) opted to participate in the State sponsored process in March 2019. Since then, staff has developed a final draft which will serve as the Agency's framework for bus operations process implementation to demonstrate compliance during the Agency's upcoming Federal Transit Administration's Triennial Audit process.

PTASP is exclusive for DCTA's Bus operations as DCTA's rail operations is governed by the System Safety Program Plan (SSPP). This plan dictates safety initiatives applicable to DCTA's rail operations, employees, contractors and all entities operating within DCTA's right of way to prevent, control or mitigate accidents, injuries and incidents to the lowest level possible through the most cost-effective use of available resources. It applies to all activities which involve the design, construction, testing, operations and maintenance of the A-train commuter rail system. It includes assigning the responsibilities for interacting with relevant federal, state, and local agencies, and complying with all applicable regulations and standards.

In April, staff provided an overview of the to the Board of Directors as an informational item and is seeking Board approval/adoption at the May Board meeting to ensure the July 20, 2020 deadline is met.

**Identified Need**

Federal requirement (49 C.F.R. Part 673) for any State, local governmental authority, or any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53. This applies to DCTA as the agency receives an annual apportionment of funds from the FTA Urbanized Area Formula Program (49 U.S.C 5307).

**Recommendation**

Staff recommends Board approval and adoption of the PTASP to ensure compliance by the July 20, 2020 deadline.

**Exhibits**

Exhibit 1 – Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP) with Exhibit A, DCTA Public Transportation Agency Safety Plan (PTASP)

Submitted by:



Kristina Holcomb, Deputy CEO

Approval:



Raymond Suarez, CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. R20-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING THE DCTA PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Transit Administration (FTA) adopted the principals and methods of Safety Management Systems (SMS) as the basis for enhancing public transportation safety, and followed SMS principles in the development of rules, regulations, policies, guidance, best practices, and technical assistance; and

**WHEREAS**, the Final Rule, published in the Federal Register in July 2018, requires States and operators of public transportation systems that receive federal financial assistance to develop Public Transportation Agency Safety Plans based on the SMS approach; and

**WHEREAS**, the Texas Department of Transportation (DOT), in an effort to assist transit agencies in the development their PTASP, issued a formal call for participation in a State sponsored PTASP development process in January 2019; and

**WHEREAS**, DCTA opted to participate in the State sponsored process in March 2019 and has since developed a final PTASP to serve as DCTA’s framework for process implementation to demonstrate compliance during DCTA’s upcoming FTA Triennial Audit process; and

**WHEREAS**, the Board has reviewed the PTASP and finds it to be in the public interest to approve and adopt the PTASP attached hereto and incorporated herein as Exhibit “A”, and to authorize the implemented of the PTASP by DCTA upon approval of this Resolution.

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

**SECTION 1.** The Denton County Board of Directors hereby approves the Public Transportation Agency Safety Plans attached hereto as Exhibit “A”.

**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 27<sup>TH</sup> DAY OF MAY 2020.**

**APPROVED:**

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Dianne Costa, Chair

**ATTEST:**

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Sam Burke, Secretary  
(05-15-2020:TM 115705)

**Exhibit “A”**  
**DCTA Public Transportation Agency Safety Plan (PTASP)**

# Denton County Transportation Authority Public Transportation Agency Safety Plan

Version 1

**Anticipated Adopted May 27, 2020**

In compliance with 49 CFR Part 673

Developed in conjunction with the  
Texas Department of Transportation

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## 1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. One element of the NSP is the Transit Asset Management (TAM) Plan. Public transportation agencies implemented TAM plans across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At the Denton County Transportation Authority (DCTA), all levels of management, administration and operations are responsible for the safety of their passengers and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with the DCTA.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the DCTA Board of Directors adopts this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A).<sup>1</sup> While safety has always been a primary function at DCTA, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

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<sup>1</sup> Federal Register, Vol. 81, No. 24

### ***A. Plan Adoption – 673.11(a)(1)***

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Raymond Suarez, Chief Executive Officer

---

ACCOUNTABLE EXECUTIVE SIGNATURE

DATE

Because DCTA is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, the main governing body is the DCTA Board of Directors. Approval of this plan by DCTA Board occurred on [DATE] and is documented in the [MINUTES] / by [RESOLUTION] from the Board Meeting.

### ***B. Certification of Compliance – 673.13(a)(b)***

TxDOT certifies on [DATE] that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by DCTA as evidenced by the plan adoption signature and necessary Board approvals under Section 1.A of this plan.

## 2. TRANSIT AGENCY INFORMATION – 673.23(D)

DCTA is the public transportation provider for Denton County Texas. The DCTA Administrative Offices are located at 1955 Lakeway Drive Ste. 260, Lewisville, TX 75057.

DCTA currently operates the following services:

**The A-train** – The A-train is DCTA's 21-mile commuter rail line connecting Denton and Dallas Counties. The A-train connects with the Dallas Area Rapid Transit (DART) Green Line at the Trinity Mills Station in Carrollton, Texas. Passengers can transfer to DART's Green Line, which provides access to DART's Red, Orange and Blue Lines and the Trinity Railway Express (TRE). The A-train operates Monday through Saturday, excluding major holidays. DCTA has five A-train stations – two in Denton and three in Lewisville (NOTE: Service not included in ASP per 49 CFR Part 673.11 (f)).

**Denton Connect** – Denton Connect is a local, fixed route bus service in Denton. The routes provide easy access to popular destinations and connections to the Downtown Denton Transit Center (DDTC) and MedPark Station. Denton has eight Connect routes. Connect bus service operates Monday through Saturday, excluding major holidays.

**North Texas Xpress** – North Texas Xpress is a commuter bus service that provides access between Denton and downtown Fort Worth, with stops in Alliance. North Texas Xpress offers round-trip service each weekday between 6 am and 9:30 pm.

**Lewisville Connect** – Lewisville Connect is a local, fixed route bus service in Lewisville. The routes provide easy access to popular destinations and connections to the Old Town Lewisville Station and Hebron Station. Lewisville has two Connect routes. Connect bus service operates Monday through Saturday, excluding major holidays.

**Connect-On-Demand** – This on-demand service is provided only in Lewisville and serves the Lewisville Senior Center located within the on-demand area of Lewisville Connect Route 21. This area is served Monday through Friday from 9 am to 3:30 pm upon request of the passenger. Passengers wishing to depart the Lewisville Senior Center during those hours can request a pick-up via Route 21.

**Lewisville Lakeway Zone** – This on-demand, microtransit service provides travel options for those needing access to the Lakeway Business Park area in Lewisville and surrounding businesses in the designated zone. Service in this area connects to the A-train Hebron Station. Passengers can book a trip in real-time via the Spare Rider mobile app.

**Lewisville Access to Flower Mound LYFT Program** – DCTA's partnership with Lyft has expanded to allow certified Lewisville Access customers the ability to travel from the City of Lewisville to designated geofenced zones in Flower Mound for medical related trips. This program provides eligible riders with affordable and convenient mobility options between the designated zones.

**The Highland Village Connect Shuttle** - The Highland Village Connect Shuttle is a peak-period shuttle service offered in Highland Village. This service operates Monday through Friday from 5 am to 10 am and 3 pm to 9 pm (excluding major holidays). The shuttle serves five main Highland Village locations, has two park and ride options, and connects to the Highland Village/Lewisville Lake Station (HV/LL).

**Highland Village Lyft Zone** - DCTA has a partnership with Lyft in which the agency offers a \$10 discount for rides coordinated within the designated zone through the Lyft mobile app. The zone includes Highland Village and portions of North Lewisville and connects to the HV/LL Station and Lewisville Connect Route 21. The discount applies to Lyft trips only. No other discounts are offered on any DCTA bus or train services.

**UNT Campus Shuttles** – DCTA provides shuttle service in partnership with the University of North Texas (UNT) to offer service to the campus and popular off-campus locations. UNT Campus Shuttles run Monday through Friday during the school year and operate a modified schedule during the summer and holidays. Weekend service is available through UNT’s Campus Cruiser.

**UNT Late Night Lyft Zone** – DCTA has a partnership with Lyft where currently-enrolled UNT students are eligible for 120 one-way rides free of charge. Qualifying trips within the UNT Lyft Zone include the Main Campus, Oak Street Hall and Victory Hall/Mean Green Village. The service is available Monday through Sunday from 2 am to 7 am.

**A-train Rail Trail** – The A-train Rail Trail runs alongside DCTA’s commuter rail line and was designed to complement the rail line surroundings and adjacent facilities. The 19-mile trail is part of the agency’s ongoing efforts to provide safe, customer-focused and efficient mobility solutions to Denton County. The trail connects existing transit facilities with key destinations within DCTA’s member cities – Denton, Lewisville and Highland Village - and surrounding areas.

**Access** – Access is a shared ride, origin to destination, paratransit service that provides transportation for disabled residents and visitors in Lewisville, Denton and Highland Village. DCTA’s Access service is broken up into two categories, ADA paratransit service and non-ADA demand-response service. An application process is required for all Access services.

**Collin County Transit** – The City of McKinney, the McKinney Urban Transit District (MUTD) and DCTA provide Collin County Transit. This service consists of a subsidized taxi voucher program that provides efficient transit options for participating MUTD cities including Celina, Lowry Crossing, McKinney, Melissa, Princeton and Prosper.

- **Older Adult Program:** This program provides citizens ages 65 years and older with proper mobility solutions within Collin County. An application process is required.
- **Individuals with Disabilities Program:** This program provides alternative mobility solutions within Collin County for persons with disabilities. An application process is required.

- **Low Income Transit Subsidy Program:** This service provides low-income families and individuals with mobility solutions within Collin County. An application process is required.

**Commuter Vanpool** – Vanpools are DCTA’s way of providing a convenient and cost-effective way to get to work.

**Coppell Lyft Pilot Program** – The City of Coppell has partnered with Lyft and DCTA to launch "Work Hard, Get a Lyft," Coppell's workforce transit program designed to provide local employees first- and last-mile transportation. Employees at participating businesses can request discounted Lyft rides from several public transit stops directly to the workplace and back, providing an easy solution for the extra few miles of commuting.

**Frisco Demand Response** – This pilot program, that is available through September 30, 2020, provides curb-to-curb demand response transit service to eligible Frisco residents for trips within Frisco, McKinney, Allen as well as designated portions of Plano.

**Additional Service** – Additional transit service provided by DCTA on behalf of another transit agency or entity at the time of the development of this plan includes:

- On behalf of the City of Frisco, DCTA provides origin-to-destination demand response transit service to eligible Frisco residents for trips within Frisco, McKinney, Allen as well as designated portions of Plano.
- Irving Holdings, DCTA’s contractor, operates the Collin County Transit taxi voucher program and manages the call center on behalf of the City of McKinney/McKinney Urban Transit District (MUTD). A variety of taxis provide service delivery for Collin County Transit.

DCTA is a coordinated county transportation authority as defined by Texas Law. The authority is led by a Board of Directors and managed by the Chief Executive Officer, who is also the ASP Accountable Executive, and a leadership team. The leadership team consists of a Deputy Chief Executive Officer, Vice President of Mobility Services & Administration and Chief Financial Officer/Vice President of Finance. This leadership is supported by various assistant vice presidents (AVP) and department directors. The Vice President of Mobility Services & Administration is the designated Chief Safety Officer (CSO).

Table 1 contains agency information, while an organizational chart for DCTA is provided in Figure 1.

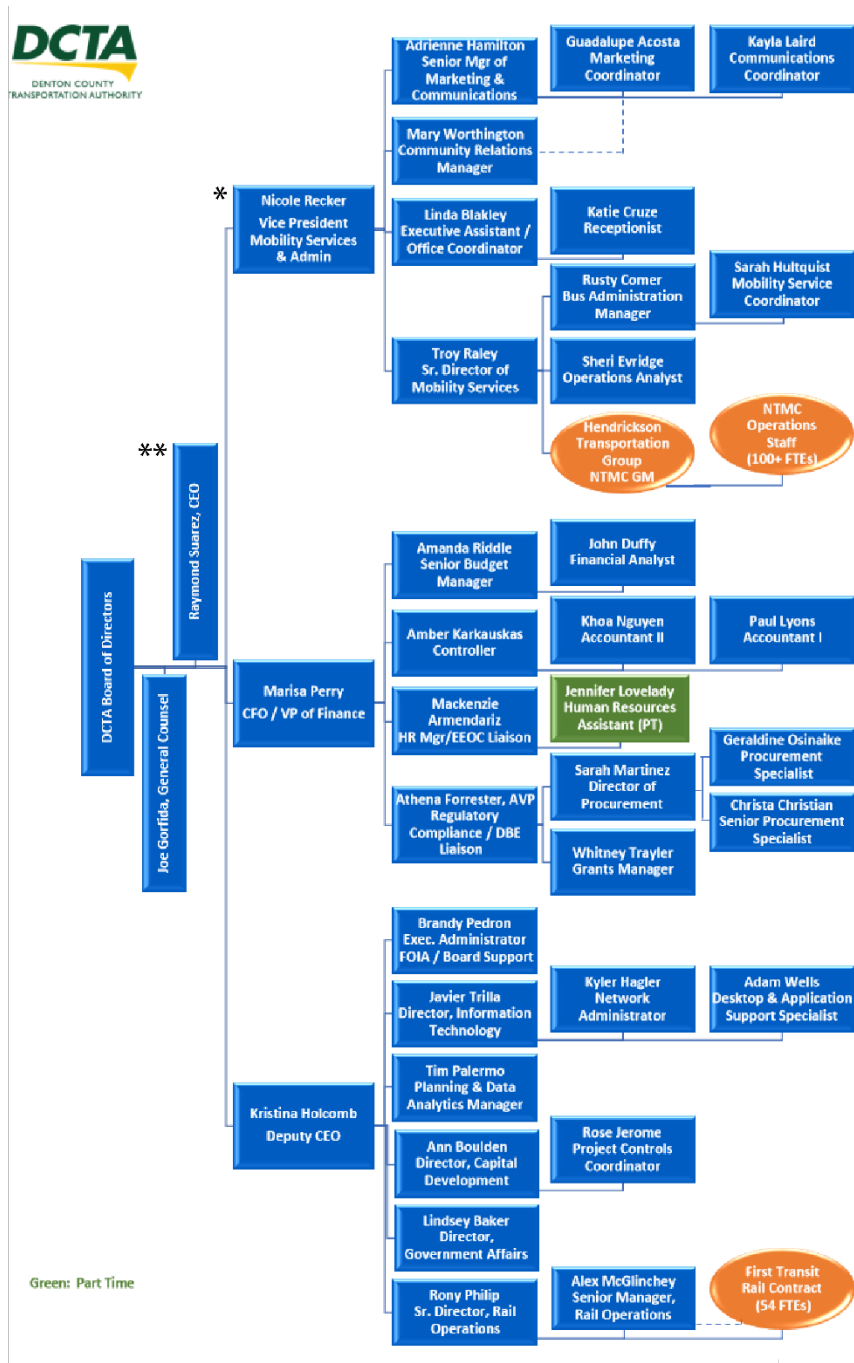
**TABLE 1: AGENCY INFORMATION**

Information Type	Information
Full Transit Agency Name	Denton County Transportation Authority
Transit Agency Address	1955 Lakeway Drive Ste. 260, Lewisville, TX 75057
Name and Title of Accountable Executive 673.23(d)(1)	Raymond Suarez, Chief Executive Officer **
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Nicole Recker, VP Mobility Services and Administration *
Temporary Project Manager	John Hendrickson, HTG
Key Staff	Kristina Holcomb, Deputy CEO
	Troy Raley, Senior Director of Mobility Services
	Rusty Comer, Bus Administration Manager
	Robert J Garza, General Manager
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route & Demand Response bus service
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5339a
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route & Demand Response bus service; Hybrid Rail; Commuter Vanpool; and Microtransit/shared ride service
Number of Vehicles Operated	104 vehicles operated in maximum service (62 directly operated and 42 purchased transportation)

\*\* Accountable Executive

\* CSO

FIGURE 1: DCTA ORGANIZATIONAL CHART



## A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), DCTA is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the DCTA SMS, per 673.23(d)(1).

**Agency leadership and executive management** are those members of our agency leadership or executive management, other than the Accountable Executive, CSO/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the DCTA SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

**Key staff** are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

**Front line employees** perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

Over the next year, DCTA will be reviewing and modifying, if necessary, our current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

### 3. SAFETY POLICIES AND PROCEDURES

#### A. Policy Statement – 673.23(a)

DCTA recognizes that the management of safety is a core value of our business. The management team at DCTA will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

DCTA is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPTs) that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

#### I. Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

In general, the DCTA ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. The policy will also elaborate on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organization, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, DCTA will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary DCTA will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distributed agency-wide to ensure that future reporting is encouraged.

## **II. Communicating the Policy Throughout the Agency – 673.23(c)**

DCTA is committed to ensuring the safety of our passengers, personnel and operations. Part of that commitment is developing an SMS and agencywide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agencywide safety culture is communicating our SMP throughout our agency.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will become part of our agency's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

## **B. PTASP Development and Coordination with TxDOT – 673.11(d)**

This PTASP has been developed by TxDOT on behalf of North Central Texas Council of Governments (NCTCOG), the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metro Area and the Denton County Transportation Authority in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal call for participation in a State sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that call with a series of phone calls and additional correspondence. DCTA provided a letter to TxDOT opting into participation on March 15, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The DCTA documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, DCTA conducts a yearly safety culture survey. The survey is intended to help DCTA assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by DCTA's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with DCTA to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit DCTA's size, operational characteristics, and capabilities.

The draft ASP was delivered to DCTA in March 2020 for review and comment. Once review was completed and any adjustments made, the final was delivered to DCTA for review and adoption.

### *C. PTASP Annual Review – 673.11(a)(5)*

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of DCTA's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, DCTA will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through DCTA's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety at DCTA. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the DCTA Board whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, DCTA will track those changes for use in the annual review.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→							
Review SMS Documentation <ul style="list-style-type: none"> <li>• Safety Policy;</li> <li>• Risk Management;</li> <li>• Safety Assurance; and</li> <li>• Safety Promotion.</li> </ul>		→						
Review Previous Targets and Set or Continue Targets			→					
Report Targets to National Transit Database (NTD), TxDOT, NCTCOG					→			
Make Any Necessary Adjustments to PTASP						→		
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

#### D. PTASP Maintenance – 673.11(a)(2)(c)

DCTA will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as DCTA continues to develop and refine our SMS implementation.

#### E. PTASP Documentation and Recordkeeping – 673.31

At all times, DCTA will maintain documents that set forth our ASP, including those documents related to the implementation of DCTA's SMS and those documents related to the results from SMS processes and activities. DCTA will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out our ASP and all iterations of

those documents. These documents will be made available upon request to the FTA, other Federal entity, or TxDOT. DCTA will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

## F. Safety Performance Measures – 6 73.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. The SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) is required to be reported by mode as presented in Table 4.

**TABLE 4: NSP SAFETY PERFORMANCE MEASURES**

Safety Performance Measure	SPT	SPT
Fatalities	<i>Total Number Reported</i>	<i>Rate Per Total VRM</i>
Injuries	<i>Total Number Reported</i>	<i>Rate Per Total VRM</i>
Safety Events	<i>Total Number Reported</i>	<i>Rate Per Total VRM</i>
System Reliability	<i>Mean distance between major mechanical failure</i>	

Table 5 presents DCTA's reported baseline numbers for each of the performance measures. DCTA collected four (4) years of reported data (2015-2018) to develop the rolling averages listed in the table.

**TABLE 5: BASELINE 2018 SAFETY PERFORMANCE MEASURES**

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0	0	0	152.25	.000099	6,593
Demand Response	0	0	.25	.00000097	152.5	.000594	23,899

\*rate = total number for the year/total revenue vehicle miles traveled

While safety has always been a major component of the DCTA operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 6 and Table 7 reflect an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our targets at the current NTD reported four-year average as

we begin the process of fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

**TABLE 6: FIXED ROUTE (BUS) SAFETY PERFORMANCE TARGETS**

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	0	0
Rate of Injuries*	0	0
Safety Events	152.25	152.25
Rate of Safety Events*	.000099	.000099
Mean Distance Between Major Mechanical Failure	6,593	6,593

\*rate = total number for the year/total revenue vehicle miles traveled

**TABLE 7: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS**

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	.25	.25
Rate of Injuries*	.00000097	.00000097
Safety Events	152.5	152.5
Rate of Safety Events*	.000594	.000594
System Reliability	23,899	23,899
Other	N/A	N/A

\*rate = total number for the year/total revenue vehicle miles traveled

As part of the annual review of the ASP, DCTA will reevaluate our SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed later in this plan, DCTA may begin developing safety performance indicators to help inform management on safety related investments.

### **G. Safety Performance Target Coordination – 673.15(a)(b)**

DCTA will make our SPTs available to TxDOT and NCTCOG to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, DCTA will coordinate with TxDOT and NCTCOG in the selection of State and MPO SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, DCTA will transmit any updates to our SPTs to both NCTCOG and TxDOT (unless those agencies specify another time in writing).

## 4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, DCTA is adopting SMS as the basis for directing and managing safety and risk at our agency. DCTA has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components - SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS at DCTA will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. DCTA has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, DCTA will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. DCTA will also develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress toward implementation with the DCTA Board and our agency's planning partners.

### A. Safety Risk Management – 673.25

By adopting this ASP, DCTA is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the DCTA SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS



The implementation of the SRM component of the SMS will be carried out over the course of the next year. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into DCTA's SOPs.

The SRM is focused on implementing and improving actionable strategies that DCTA has undertaken to identify, assess and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

FIGURE 4: DRAFT RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution

What is wrong?

What could happen

What could mitigate this?

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps DCTA is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

## I. Safety Hazard Identification – 673.25(b)

As part of the follow up to the TSA *Baseline Assessment and Security Enhancement (BASE) Report* (Appendix A, Table 8 shows the file name, document title and date of adoption) DCTA initiated the development of a *Bus Transit System Safety Program Plan (SSEPP)* (Appendix A, Table 8). The SSEPP was finalized and adopted on June 2<sup>nd</sup>, 2019. The SSEPP details the DCTA critical asset identification and analysis strategy, as well as the elements of our accident/safety event investigation procedures, which serve as key resources for our hazard identification process. and in place to identify safety and operational risks based on individual assets.

The procedures outlined in these resource documents are based on the FTA's *Model Bus Safety Programs* and *Public Transportation System Security and Emergency Preparedness Planning Guide*. Although the current procedures have been effective in achieving our safety objectives, to ensure compliance with 49 CFR Part 673, DCTA is working to implement the following expanded SRM process.

The DCTA SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a hazard is any real or potential condition that can

cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve a condition that is unacceptable and return conditions to an acceptable level. DCTA uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, DCTA ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that DCTA has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the risk register for risk assessment, classification and possible mitigation.
- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Pre-and Post-Trip Inspection Forms* and *Driver Trouble Ticket* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The *DCTA Standard Operating Procedure Guidelines* contain procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- DCTA uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through an anonymous suggestion box or anonymous online reporting form, or other secure mechanism.
- To increase the safety knowledge of our agency, the CSO, risk management personnel and subject matter experts are also encouraged to participate in available professional development

activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.

- Other sources for hazard identification include:
  - ESRP
  - Inspections of personnel job performance, vehicles, facilities and other data
  - Investigations of safety events
  - Safety trend analysis on data currently collected
  - Training and evaluation records
  - Internal safety audits
  - External sources of hazard information could include:
    - FTA and other federal or state authorities
    - Reports from the public
    - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the CSO in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

## II. Safety Risk Assessment – 673.25(c)

DCTA currently uses an *Assessment Form* with a similar framework for assessing risks and threats with reference to security for the transportation system. This assessment form and procedure can be found in Section 11 of the SSEPP and shows specific threats, the likelihood to occur, the impact on transportation assets and system, and a vulnerability index based on this assessment.

As part of the new SRM process, DCTA has developed methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process continues the use of the Risk Register described in the previous section to address the next two components.

To accurately assess a risk, DCTA may need to perform an investigation. DCTA currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process.

The investigation procedure will start with the Assessment Form and framework found in Section - 11 Hazard Identification and Resolution of the *SSEPP* and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as presented in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and their risk management team through the safety compliance committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one presented in Figure 6, that allows the safety team to visualize the assessed likelihood and severity, and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

FIGURE 6: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that DCTA will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This means that management must take action to mitigate the situation. This is where SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the CSO enters the hazard assessment into the Risk Register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

### III. Safety Risk Mitigation – 673.25(d)

DCTA has incorporated a risk reduction plan into the SSEPP, which lists the specific vulnerability according to a vulnerability index and identifies current risk reduction strategies and additional mitigation actions planned for each vulnerability. This risk reduction plan will be updated to be consistent with the ASP and the SRM requirements under 49 CFR Part 673.

Upon completion of the risk assessment, the CSO and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the

consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk entirely.

FIGURE 7: RISK REGISTER MITIGATION COMPONENT

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

### ***B. Safety Assurance – 673.27 (a)***

Safety Assurance means processes within the DCTA SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) DCTA meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting DCTA's critical safety objectives and contribute towards SPTs.

## I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the DCTA SA program, DCTA collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. DCTA currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, DCTA will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

### MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

DCTA monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with DCTA SOPs through direct observation and review of information from internal reporting systems. DCTA addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

### MONITORING OPERATIONS – 673.27(B)(2)

Department heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the

supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

## II. Safety Event Investigation – 673.27(B)(3)

DCTA currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that DCTA can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

Safety Event Investigations that seek to identify and document the root cause of an accident or other safety event are a critical component of the SA process because the investigations are a primary resource for the collection, measurement, analysis and assessment of information. DCTA gathers a variety of information to help in identifying and documenting root cause of accidents and incidents, including but not limited to the following process based on the FTA's Model Bus Safety Program:

1. Obtain from the Operator the following information:
  - a. The location of the incident and what direction they were traveling (inbound or outbound); if in station, indicate the situation.
  - b. The bus number and the route that they are on.
  - c. If there are injuries, describe how serious they appear (don't be too graphic, just generalize).
  - d. Information about any other vehicles or pedestrians involved and their descriptions.
2. Remind the operator of the safety procedures:
  - a. Turn on 4-way flashers. Place traffic warning devices (orange triangles).
  - b. Recheck anyone with injuries, do not move the seriously injured.
  - c. Render comfort and aid to anyone injured, as may be appropriate.
  - d. Evacuate the bus, if necessary.
  - e. Keep the two-way radio on and monitored.
  - f. Hand out courtesy cards to the passengers and to any witnesses.
  - g. Move the vehicle to the side of the road unless it is inoperable.
3. Notify the following:
  - a. Call the Police. Call Emergency Medical Personnel (EMP) 911.
  - b. Notify/call the supervisor on duty at the time.
4. The supervisor will:
  - a. Determine whether the CEO, Deputy CEO, or Vice-President needs to be contacted but will give them a report when the supervisor finishes the initial assessment.
  - b. Let the Operator know that Police and supervision have been contacted and help and is on the way.
  - c. Assign a Standby Operator to pre-trip a bus in case a standby must drive the next round for the operator on that route. When needed, the Standby Operator may take a bus out to continue a route.

- d. Let the Operator know that a Standby Operator and bus have been assigned to continue the route or that support personnel are bringing another bus out to them.
  - e. Refer the operator for required drug and alcohol testing in compliance with 49 CFR § 655.44 Post-accident testing, if the safety event meets the definition of accident in 49 CFR § 655.4
  - f. Return to the station.
  - g. Record all accident information on the Daily Dispatch log, any missed trips, downtime, or bus change outs.
5. Dispatcher on duty will give the Operator an incident report to complete before the Operator leaves that day. Dispatcher will put the Operator's report in the CSO's box.
6. The CSO, working with content specialists, evaluates the incident report and other available information to determine the root cause of the accident/event. Follow up with driver or other cognizant parties may be necessary to elicit additional information.
7. The CSO identifies any hazards noted in the incident report and refers those hazards to the SRM process.

#### MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, DCTA monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

#### OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, DCTA is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

### C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that DCTA will implement and how safety related information will be communicated.

#### I. Safety Competencies and Training – 673.29(a)

DCTA provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position.

In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, DCTA will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and the respective staff safety related responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (DCTA is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

## II. Safety Communication – 673.29(b)

DCTA regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3.A.I) or other means.

DCTA reports any safety related information to the DCTA Board at their regular meetings and will begin including safety performance information. In addition, DCTA holds regularly scheduled meetings with operators to ensure that any safety related information is passed along that would affect the execution of the drivers' duties. DCTA also posts safety related and other pertinent information in a common room for all employees.

DCTA will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how the information should be reported and to whom, DCTA will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, DCTA will review our current communications strategies and determine whether others are needed. As part of this effort, DCTA has conducted, and will continue to conduct, a Safety Culture Survey to understand how safety is perceived in the workplace and what areas DCTA should be addressing to fully implement a safety culture at our agency.

## 5. APPENDIX A

TABLE 8: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date	Document Name	Document Owner
<b>7.3.18 Final Report Letter.pdf</b>	7/6/2018	Fiscal Year 2018 Triennial Review	FTA
<b>Appendix 1_Copy of DCTA TERM Inventory ver9.14.18.pdf</b>		TERM-Lite Inventory Publisher	
<b>Appendix 2_DCTA Condition Assessment9.14.18.pdf</b>		DCTA Condition Assessment	
<b>Appendix 3_Bus and Rail Capital Plan9.14.18 FY19-FY37.pdf</b>		DCTA Bus and Rail Future Capital Costs	
<b>DCTA Enabling Legislation.pdf</b>	05/20/2019	Texas Transportation Code - Title 6. Roadways, Subtitle K. Mass Transportation	Denton County Transportation Authority (DCTA)
<b>DCTA TAM 2018.pdf</b>	Effective 9/14/2018	Transit Asset Management Plan	Denton County Transportation Authority (DCTA)
<b>DCTA Amended and Restated Bylaws (Final)</b>	12/05/2019	Authority Bylaws	Denton County Transportation Authority (DCTA)
<b>Denton COA FINAL REPORT 052516.pdf</b>	May, 2016	Denton Comprehensive Operational Analysis	Denton County Transportation Authority (DCTA)
<b>IT Acceptable Use Policy FINAL.docx</b>	6/7/2019	Information Technology Acceptable Use Policy	Denton County Transportation Authority (DCTA)

File Name	Revision Date	Document Name	Document Owner
<b>Lewisville-HV COA FINAL REPORT 061516.pdf</b>	June, 2016	Lewisville/Highland Village Comprehensive Operational Analysis	Denton County Transportation Authority (DCTA)
<b>Long-Range Service Plan.pdf</b>	February, 2012	Long Range Service Plan Executive Report	Denton County Transportation Authority (DCTA)
<b>New_Member_Cities_Adminssion_Policy_approved_02-23-2012.pdf</b>	2/23/2012	Denton Transportation Authority New Member Policy	Denton County Transportation Authority (DCTA)
<b>Org Chart 04-30-2020</b>	04/30/2020	DCTA Organizational Chart	Denton County Transportation Authority (DCTA)
<b>PROCUREMENT POLICY AND PROCEDURES MANUAL-APRIL 2019.PDF</b>	April, 2019	Denton County Transportation Authority Procurement Policy and Procedures Manual	Denton County Transportation Authority (DCTA)
<b>PTASP - Funding Sources.pdf</b>		Revenue Sources, Five Year Trend - Operating and capital budget for the financial year 2019	
<b>SB 1066 - Enrolled Version - Bill Text.html</b>	5/3/2019	S.B. No. 1066	State of Texas
<b>Service Overview FINAL.pdf</b>		Service Overview	Denton County Transportation Authority (DCTA)
<b>Service Standards (February 2012).pdf</b>	2/23/2012	Service Performance and Design Standards	Denton County Transportation Authority (DCTA)

File Name	Revision Date	Document Name	Document Owner
TSA BASE Report (March 2017).pdf	5/27/2015	Sensitive Security Information	U.S. Department of Homeland Security
System Safety Plan updated 6-2-2019.docx	6/2/2019	Bus Transit System Safety Program Plan (SSEPP)	Denton County Transportation Authority (DCTA)

## A. Glossary of Terms

**Accident:** means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

**Accountable Executive (typically the highest executive in the agency):** means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

**Agency Leadership and Executive Management:** Those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

**Chief Safety Officer:** means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**Corrective Maintenance:** Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

**Equivalent Authority:** means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

**Event:** means an accident, incident, or occurrence.

**Federal Transit Administration (FTA):** means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

**Hazard:** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

**Incident:** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

**Investigation:** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

**Key staff:** means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

**Major Mechanical Failures:** means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

**National Public Transportation Safety Plan (NSP):** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

**Occurrence:** means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

**Operator of a Public Transportation System:** means a provider of public transportation as defined under 49 U.S.C. 5302(14).

**Passenger:** means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

**Performance Measure:** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Performance Target:** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

**Preventative Maintenance:** means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent

faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

**Public Transportation Agency Safety Plan (PTASP):** means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

**Risk:** means the composite of predicted severity and likelihood of the potential effect of a hazard.

**Risk Mitigation:** means a method or methods to eliminate or reduce the effects of hazards.

**Road Calls:** means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

**Safety Assurance (SA):** means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Management Policy (SMP):** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

**Safety Management System (SMS):** means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety Management System (SMS) Executive:** means a CSO or an equivalent.

**Safety Objective:** means a general goal or desired outcome related to safety.

**Safety Performance:** means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

**Safety Performance Indicator:** means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

**Safety Performance Measure:** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Safety Performance Monitoring:** means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

**Safety Performance Target (SPT):** means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

**Safety Promotion (SP):** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

**Safety Risk:** means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

**Safety Risk Assessment:** means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

**Safety Risk Management (SRM):** means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

**Safety Risk Mitigation:** means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

**Safety Risk Probability:** means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

**Safety Risk Severity:** means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

**Serious Injury:** means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

**Small Public Transportation Provider:** means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**State:** means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State of Good Repair:** means the condition in which a capital asset is able to operate at a full level of performance.

**State Safety Oversight Agency:** means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

**Transit Agency:** means an operator of a public transportation system.

**Transit Asset Management (TAM) Plan:** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

**Vehicle Revenue Miles (VRM):** means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

## ***B. Additional Acronyms Used***

**ASP:** Agency Safety Plan

**DCTA:** Denton County Transportation Authority

**EMP:** Emergency Medical Personnel

**ESRP:** Employee Safety Reporting Program

**FAST Act:** Fixing America's Surface Transportation Act

**MAP-21:** Moving Ahead for Progress in the 21<sup>st</sup> Century Act

**MOU:** Memorandum of Understanding

**MPO:** Metropolitan Planning Organization

**NCTCOG:** North Central Texas Council of Governments

**NTD:** National Transit Database

**SOP:** Standard Operating Procedure

**TxDOT:** Texas Department of Transportation

## 6. APPENDIX B

### *A. Board Minutes or Resolution*

Place here

## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Approval of City of Lewisville Trail Maintenance Agreement

### Background

Following completion of various segments of the rail trail, DCTA has a standard practice to have maintenance agreements with the local jurisdictions along the rail trail corridor. A three and one-half (3.5) mile section of the hike and bike trail is located within the jurisdiction of the City of Lewisville, from the Hebron Station to the Highland Village/Lewisville Lake Station.

### Identified Need

The Eagle Point section of the A-train Rail Trail was completed in December 2019. A portion of the trail is in the DCTA rail corridor and a portion is located within the City of Lewisville incorporated limits. DCTA and the City of Lewisville have determined a need for an interlocal agreement to formally identify responsibilities for trail maintenance and related safety protocols.

### Financial Impact

There is no financial impact to the budget.

### Recommendation

Staff recommends the Board of Directors authorize the CEO or his designee to execute an Interlocal Agreement with the City of Lewisville for trail maintenance.

### Exhibits

Exhibit 1 – City of Lewisville Interlocal Cooperation Agreement and A-trian Rail Trail Map

Submitted By:   
Ann Boulden, Capital Development Director

Reviewed By:   
Kristina Holcomb, Deputy Chief Executive Officer

Approval:   
Raymond Suarez, Chief Executive Officer

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, a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code (“DCTA”) and the City of Lewisville, a Texas home rule municipality (“City”)(collectively referred to as the “Parties” or individually as “Party”), acting by and through their authorized representatives.

## **RECITALS**

**WHEREAS**, pursuant to that certain *Transportation and Access Agreement and Easement* dated and effective May 25, 2010, (“the DART Agreement”) between DCTA and DART, DCTA is operating, and maintaining a public rail transportation system within the former Missouri-Kansas-Texas rail corridor from Mile Post 742.42 in the City of Carrollton, Texas, to Mile Post 721.53 in the City of Denton, Texas, (“the DCTA Corridor”) which is presently owned by DART; and

**WHEREAS**, pursuant to agreements between and/or among DCTA, DART, and Dallas, Garland & Northeastern Railroad (“Railroad”), both passenger and freight railroad operations are occurring on the DCTA Corridor; and

**WHEREAS**, DCTA has received a grant from the Texas Department of Transportation (“TxDOT”) for the purpose of designing and constructing a pedestrian and bicycle trail from Mile Post 736.6 to Mile Post 739.8 (“the Trail”), a portion of which is located in the DCTA Corridor; and

**WHEREAS**, a portion of the Trail will be located within City’s incorporated limits; and

**WHEREAS**, construction and use of the Trail by City’s residents will benefit City and enhance the lifestyle of those residents; and

**WHEREAS**, DCTA has advised City that an incentive for DCTA to proceed with the construction of the Trail would be an agreement with City for City to operate and maintain the segment of the Trail located within City’s incorporated limits (the “City’s Trail Segment”) in exchange for granting a license to City for the right to use the Trail within the DCTA Corridor; and

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

**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 evidence the Parties' agreement regarding establishing cyclical and preventative maintenance on the City's Trail Segment.

## **Article II Definitions**

For purposes of this Agreement, the following terms, phrases and words shall have the meanings given herein unless the context clearly indicates otherwise:

"DART" shall mean Dallas Area Rapid Transit, a regional transportation authority created pursuant to Chapter 452 of the Texas Transportation Code.

"The DART Agreement" shall have that meaning given in the recitals above.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the 11:59 p.m. of the day immediately prior to the anniversary of the Effective Date.

"Flaggers" shall mean employees or contractors of DCTA employed or engaged (whichever is applicable) to protect DCTA's interest while work is being conducted in the DCTA Corridor and who have been determined by DCTA to be knowledgeable and qualified to perform flagging duties within the DCTA Corridor in accordance with DCTA's operating and safety rules.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts or omissions of the Party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

## **Article III Term**

3.1 The term of this Agreement shall begin on the Effective Date, and shall continue until the Expiration Date, unless sooner terminated as provided herein; provided, however, this Agreement shall be automatically renewed for periods of twelve (12) months each unless terminated by either Party by providing six (6) months' notice to the other Party.

3.2 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 thirty (30) days after written notice thereof.

3.3 Notwithstanding Section 3.1, above, this Agreement shall terminate upon the termination of the DART Agreement unless DART accepts an assignment and assumption of this Agreement and all of DCTA's duties and responsibilities set forth herein.

#### **Article IV Responsibilities**

4.1 The City's Trail Segment will be fenced, at no cost to City, in order to separate the City's Trail Segment from DCTA's transportation facilities located within the DCTA Corridor. With respect to the repair and maintenance of the fencing and structures separating the City's Trail Segment from DCTA's transportation facilities, DCTA and City agree as follows:

- a. Subject to Section 4.2, below, DCTA will provide fence maintenance to the primary fence that separates the rail corridor from the City's Trail Segment.
- b. City's employees, agents, and contractors shall not enter into any portion of the DCTA Corridor behind this primary fencing due to proximity to the active DCTA rail.
- c. DCTA shall maintain the area of the DCTA Corridor on the rail side of the primary fence, which shall include mowing, trash and debris removal, herbicide and pesticide applications, tree trimming, signage installation and maintenance, drainage and erosion maintenance, bridge and railing maintenance, from the primary fence to the western property edge of the DCTA Corridor.
- d. DCTA shall conduct maintenance and graffiti removal relating to any sound walls.
- e. DCTA agrees to notify and coordinate with City's Parks and Recreation Department when any maintenance of DCTA's rail facilities will require the use of the City's Trail Segment for access.
- f. DCTA shall conduct structural maintenance of any control device, buildings, signage, or other physical structure that exists for the express purpose of the DCTA rail service along the DCTA Corridor.
- g. City shall be responsible for operating and maintaining the City's Trail Segment which shall include mowing, trash and debris removal, herbicide and pesticide applications, tree trimming, signage installation and maintenance, drainage and erosion maintenance, bridge and railing maintenance, maintenance to fences that are adjacent to pedestrian hazards such as areas preceding a significant change in topography or near the transition of the trail to a pedestrian bridge, and repair, maintenance, and replacement of any amenities including, but not limited to, tables, chair, benches, trash receptacles, water dispensers or fountains, and other equipment typically installed within a recreational trail area.

- h. Subject to Section 4.3, below, City shall be responsible for conducting structural maintenance on trail base and surfaces and bridge repair related to the City's Trail Segment.
- i. City shall perform all special event administration and support services for activities on the City's Trail Segment and shall notify DCTA not less than ten (10) days prior to the date of such events that the events will be occurring.
- j. City shall, through its various departments, coordinate with DCTA when performing maintenance and operation of traffic control, signage, paint striping and similar activities related to the City's Trail Segment.

4.2 City, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation on or about the DCTA Corridor and any adjacent property owned by or under the control of DCTA and/or DART. If the failure to use reasonable care by City, its employees or contractor results in damage to the DCTA Corridor or such adjacent property (other than personal property owned by City), City and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to DCTA or DART. If City or its contractor fails or refuses to make such replacement, DCTA shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of City, which cost and expense City agrees to pay to DCTA upon written demand. City shall require that the work and activities associated within the DCTA Corridor shall be conducted in such a manner and at such times to not endanger or interfere with the operation of DCTA or any railroad, and in accordance with the regulations and instructions of DCTA and the Railroad.

4.3 DCTA, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation owned by City on or about the DCTA Corridor and any adjacent property owned by or under the control of City. If the failure to use reasonable care by DCTA, its employees or contractors results in damage to the City's Trail Segment or other personal property owned by City, DCTA and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to City. If DCTA or its contractor fails or refuses to make such replacement, City shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of DCTA, which cost and expense DCTA agrees to pay to City upon written demand.

4.4 If, in spite of the express provisions of this Agreement, the Parties' area of responsibility for maintenance and repair at a particular area in the DCTA Corridor is unclear or ambiguous when applying such provisions to the actual physical situation in the field, the Parties shall refer to the Rail R/W Delineation set forth in Exhibit "A" to determine which portion of said area within the DCTA Corridor for which the Parties are responsible for maintaining and repairing.

4.5 City shall reimburse DCTA for all costs and expense incurred by DCTA in connection with the provision of any services or work in relation to City work in the DCTA Corridor including, without limitation, the expense of furnishing such inspectors, watchmen and Flaggers as DCTA deems reasonably necessary or which are otherwise requested by City in order for City to construct its work within the DCTA Corridor.

4.6 City understands and acknowledges that flagging and safety rules will be administered by First Transit through the Roadway Worker Safety Training. DCTA may from time to time designate another party to provide flagging and safety rule administration, which party shall be used by City following notice to City by DCTA.

## **Article V Grant of License**

5.1 In consideration of City's performance of the obligations set forth in this Agreement, DCTA hereby grants to City a non-exclusive license to enter the DCTA Corridor to use, and authorize others to use, the portions of the City's Trail Segment located within the DCTA Corridor for purposes generally consistent with a public "hike and bike" trail. The license granted herein shall at all times be subject to applicable federal and state laws and regulations regarding the use of the DCTA Corridor, including all rail safety regulations.

5.2 In addition to any other remedy available to DCTA pursuant to this Agreement or applicable laws, DCTA may suspend and/or terminate the license and the right to enter the portions of the City's Trail Segment located within the DCTA Corridor if City fails to perform its obligations pursuant to this Agreement and such failure continues for a period of thirty (30) days after DCTA provides written notice to City regarding the nature of the failure to perform.

5.3 Nothing in this Agreement shall authorize City to prevent parties who neither reside in nor own property within City's incorporated limits from using the City's Trail Segment in any lawful manner. City shall have the right to establish rules and regulations relating to the use of the City's Trail Segment by those who City authorizes to use the City's Trail Segment, which rules and regulations, to the extent they apply to those portions of the City's Trail Segment within the DCTA Corridor, shall be subject to approval by DCTA, which approval shall not be unreasonably withheld or denied.

5.4 The Parties acknowledge that City shall at all times have the right to enforce state laws and local ordinances within the DCTA Corridor to the same extent that the City can enforce such laws and ordinances on property located anywhere else within City's incorporated limits.

## **Article VI Party Responsibility; Insurance**

6.1 City and DCTA further agree as follows:

- a. Without waiving any governmental immunity available to the Parties under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws, 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 performance of this Agreement to the extent such liability can be imputed

to said Party under applicable law. Nothing in this Article VI shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

- b. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6.1.a., ABOVE, PRIOR TO THE PARTY'S CONTRACTOR ENTERING INTO THE DCTA CORRIDOR PURSUANT TO THIS AGREEMENT TO PERFORM WORK ON BEHALF OF SAID PARTY, SAID PARTY SHALL REQUIRE ITS CONTRACTOR OR OTHER THIRD PARTY WHO ENTERS AND/OR PERFORMS WORK IN THE CORRIDOR ON BEHALF OF SAID PARTY TO AGREE AT ALL TIMES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, DCTA, AND DART AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES AGAINST AND FROM:**
  - i. **ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO USE OF THE DCTA CORRIDOR BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CITY, DCTA, OR DART OR THEIR OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST DCTA, DART, OR RAILROAD FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; AND**
  - ii. **ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE LICENSED PREMISES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF CITY, DCTA, OR DART OR THEIR EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS.**

- c. City and DCTA are each a “governmental unit” as that term is defined in Tex. Civ. Prac. & Rem. Code §101.001 and do not by agreement to and acceptance of this Agreement waive their respective rights to claim immunity to liability or suit or to invoke the limits of liability set forth in Chapter 101 of the Texas Civil Practices & Remedies Code, as amended, to the extent sovereign immunity has been waived by said statutes. DCTA and City further acknowledge and agree that nothing in this Agreement is intended to be for the benefit of any third parties except to the extent expressly provided in this License.
- d. The provisions of this Section 6.1 shall survive the termination of this Agreement regardless of the means of termination.

6.2 Prior to occupancy of the DCTA Corridor under this Agreement, the Parties agree to require all contractors and subcontractors engaged by said Party to perform work in the DCTA Corridor to comply with the provisions of this Section 6.2 by procuring and maintaining the following types and amounts of insurance with an insurer or insurers and in form satisfactory to DCTA and City, such insurance shall be primary and non-contributory.

- a. Commercial General Liability with Contractual Liability Endorsement.
  - i. \$1,00,000 per occurrence/\$2,000,000 per aggregate for bodily injury, personal injury and property damage
  - ii. City, DCTA, and DART and all affiliated companies and organizations named as additional insureds without any qualification or restriction.
  - iii. DCTA or City, respectively, must be provided 30 days’ notice of cancellation or modification to the extent authorized by law.
- b. Commercial Automobile Liability Policy
  - i. Combined single limit of not less than \$2,000,000.
  - ii. City, DCTA and DART named as additional insureds without any qualification or restriction.
  - iii. DCTA or City, respectively, must be provided 30 days’ notice of cancellation or modification to the extent authorized by law.
- c. Workers' Compensation Insurance
  - i. Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this License.

- ii. Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.
  - iii. Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from City, DCTA and DART.
- d. The Parties shall require all contractors and subcontractors engaged by them to perform work on the DCTA Corridor to furnish City and DCTA Certificates of Insurance and copies of Endorsements for Additional Insured, Waiver of Subrogation and Contractual Liability (or, as and when DCTA or City, respectively, may direct, copies of the actual insurance policies) as evidence of the coverages outlined in Paragraphs a, b, and c, above, and this Paragraph d. Approval will be expedited if all required coverages and the following endorsements are included on the Certificates:
- i. Endorsement showing City, DCTA and DART named as additional insureds in as required by Paragraphs a. and b., above and requiring that City and DCTA be given 30 days' notice of cancellation or modification. The endorsement and certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.
  - ii. Contractual liability endorsement.
  - iii. Endorsement removing exclusions from contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of liability of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.
  - iv. Endorsement removing exclusions for XCU hazards.
  - v. Waiver of subrogation endorsement specific to Workers' Compensation.

6.3 Any contract between City or DCTA and a third party contractor or agent to perform work on behalf of said Party within the DCTA Corridor entered after the Effective Date shall be made expressly subject to the provisions of this Agreement to the extent the work is performed by said third party within the DCTA Corridor, which agreement shall be either (i) incorporated into the text of said contract in full or by reference or (ii) by separate instrument signed by an authorized representative of said third party.

## **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; provided, however, this Agreement may be assigned by DCTA to DART upon termination of the DART Agreement without the consent of City if DART agrees to assume all of DCTA's duties and responsibilities set forth in this Agreement.

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 to it and their respective heirs, executors, administrators, 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 **Amendments.** This Agreement may be amended by the mutual written agreement of the Parties.

7.6 **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 affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.7 **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:

To DCTA:

Denton County Transportation Authority  
Attn: Deputy Chief Executive Officer  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75067

To City:

City of Lewisville  
Attn: City Manager  
P.O. Box 299002  
151 Church Street  
Lewisville, Texas 75201

With Copy to:

Joseph G. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

With Copy to:

City of Lewisville  
Attn: City Attorney  
P.O. Box 299002  
151 Church Street  
Lewisville, Texas 75201

7.8 **Counterparts.** This Agreement may be executed by the Parties 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.

7.9 **Recitals.** The recitals to this Agreement are incorporated herein.

7.10 **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.

7.11 **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.

7.12 **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.

7.13 **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.

7.14 **Current Funds; Fair Compensation.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying Party. The Parties represent and agree that the payments required by this Agreement by the paying Party, if any, will fairly compensate the performing Party for the services or functions performed under this Agreement.

*signatures on following page*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**DENTON COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Kristina Holcomb, Deputy Chief Executive  
Officer

**SIGNED AND AGREED** this 16 day of March, 2020.

**CITY OF LEWISVILLE, TEXAS**

By:   
Donna Barron, City Manager

ATTEST:

  
Julie Worster, City Secretary

APPROVED AS TO FORM:

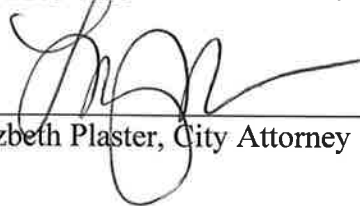
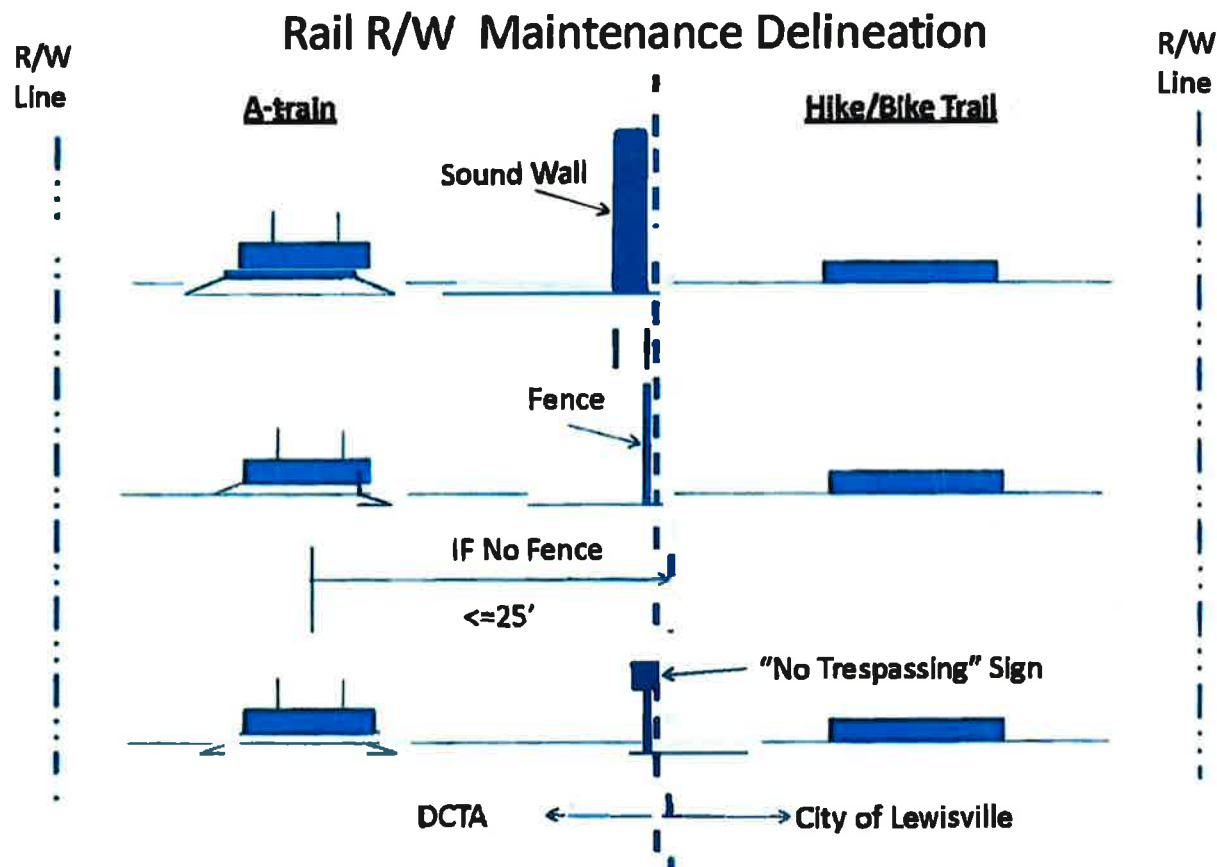
  
Lizbeth Plaster, City Attorney

EXHIBIT "A"



# TRAIL MAP



## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Approval of Train the Trainer Task Order

### Background

In February 2020, the DCTA board approved the award of a contract with Kittelson and Associates, to provide on-call Transit and Transportation Services. The purpose of this program is to provide outside agencies the necessary information and materials to facilitate the ability to educate their customers on the use of public transportation. The program will develop in-depth training programs, presentations and materials, provide mobility outreach to the general public, member and non-member cities to communicate the available programs to citizens.

### Identified Need

The task order scope of work outlines the process needed to develop a “Train the Trainer” program to support DCTA’s mobility management services and ADA Program. The scope of work will result in the development of a program focused on group and individual training sessions for DCTA staff and representatives of local social service agencies. Staff is requesting the Board approve Task Order #1, effective June 1, 2020 through March 18, 2021, in the amount of \$189,049.

### Financial Impact

Funds are included in the annual operating budget for FY ‘20 and will be included in the annual budget for future fiscal years as needed. Expenditures will be reimbursed at 100% by grant funds awarded to DCTA from the North Central Texas Council of Governments (NCTCOG).

### Recommendation

DCTA staff recommends the Board approve and authorize the CEO to execute Task Order #1 with Kittelson and Associates (Contract 20-02 for Transit and Transportation Planning Services) to provide a “Train the Trainer” Program, in the amount of \$189,049.

### Exhibit

Exhibit 1: Train the Trainer Task Order

Exhibit 2: Kittelson & Associates Parent Contract

Submitted By:   
Mary Worthington, Community Relations Manager

Approval:   
Nicole Recker, VP of Mobility Services and Administration

Approval:   
Raymond Suarez, CEO



# Denton County Transportation Authority Task Order

Task Order Information			
Task Number:	1	Project ID:	N/A
		Grant #:	N/A
Contractor:	Kittelson & Associates		
PROJECT INFORMATION			
Name:	Train the Trainer Program		
DCTA Account Code: (Contract to be Billed Under)		Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Mary Worthington		
Requested By	Mary Worthington		
Cost Estimate			
Not to Exceed Budget	\$189,049		

DESCRIPTION
<p>(Include Scope, Cost, and Deliverables with Schedule)</p> <p>The purpose of this task order is to develop a "Train-the-Trainer" program to supplement the DCTA's mobility management services. The focus of this scope will be to develop group training sessions that can be conducted at DCTA facilities for both DCTA staff and representatives of local social service agencies.</p> <p>Program will run from June 1, 2020, through March 18, 2021.</p> <p>The total task order shall not exceed \$189,049</p>

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

May 1, 2020

Project #: 24618

**RE: Denton County Transportation Authority**  
**DCTA Solicitation 20-02: Transit and Transportation Planning Services**  
**Task # 1: Train the Trainer**

Dear Mr. Palermo,

Kittelison & Associates, Inc. is pleased to submit the attached scope and budget for Task #1: Train the Trainer. Please let us know if you have any questions regarding these materials. We look forward to working with you on this important project.

Sincerely,  
KITTELSON & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Gibran Hadj-Chikh".

Gibran Hadj-Chikh  
Project Manager

## SCOPE OF WORK: TRAIN THE TRAINER PROGRAM

Per the Statement of Work provided by Denton County Transportation Authority (DCTA) on April 6, 2020, the purpose of this task order is to develop a “Train-the-Trainer” program to supplement the DCTA’s mobility management services. The focus of this scope will be to develop group training sessions that can be conducted at DCTA facilities for both DCTA staff and representatives of local social service agencies, such that attendees will be able to provide members of the public with trip training on the following topics:

- How to utilize DCTA’s online trip planner
- How to read DCTA bus & train schedules and system maps
- Boarding and alighting procedures
- Purchasing and using fare media
- Contacting customer service
- Accessibility features of DCTA services and facilities

The “Train-the-Trainer” program will include:

- Providing outside agencies the necessary information and materials to facilitate the ability to educate their customers on the use of public transportation
- Developing in-depth training programs, presentations, and materials
- Train-the-Trainer mobility outreach to the general public, key clients, member- and non-member cities to communicate DCTA’s available programs

This scope is organized to allow the Kittelson project team (the Consultant) to:

- Develop a program outline and training materials before the end of the federal fiscal year (September 30, 2020)
- Provide an initial “Train the Trainer” session to social service agencies by the end of the calendar year (December 31, 2020)
- Use feedback from the initial training session to refine the training materials and program, then provide a second training session in February 2021

The following pages describe the tasks and deliverables anticipated to meet this schedule.

## TASK 1: DATA COLLECTION

The Consultant will compile and review the materials necessary to understand DCTA's fixed bus and rail operations from a users' perspective, providing them with the insights necessary to engage the social service agencies to be trained under this program. Under this task, the team will:

- Perform a "ride along" with DCTA staff on fixed-route bus and rail services to understand passenger perspectives on using these services
- Review the customer complaint database to determine if there are specific issues and challenges that should be addressed in training sessions
- Review previous Social Service Agency Roundtable meeting notes to identify common issues among agencies, identify specific needs of specific agencies or populations being served
- Develop and send out an online survey for participants in the Social Service Agency Roundtable to fill out prior to an initial kickoff meeting
- Develop a technical memo summarizing key issues identified from the review of background information and survey results

### ***Deliverables:***

- Technical Memo: Summary of Issues Identified to be Addressed at Kickoff Meeting
- Draft and Final Online survey for stakeholders

## TASK 2: KICKOFF MEETING

At a regular meeting of the Social Service Agency Roundtable (Roundtable), the Consultant will kick off and introduce the program, explain its goals, and invite participants to join the Roundtable Advisory Council (RAC.) The RAC will serve as a representative group of project stakeholders that will work with the Consultant to understand the training needs of the agencies and the people that they serve; the RAC will also advise if other agencies or stakeholders should be engaged in the development of the training program.

At this kick-off meeting, the Consultant will confirm:

- Areas to be covered by training
- Agency-specific challenges
- Training programs in place, opportunities for future trainings
- Specific learning needs/requirements (language, ADA)

It is assumed that the kickoff meeting would be held in-person at DCTA facilities; however, in order to preserve the schedule and anticipate that the impacts of COVID-19 may require social distancing, the Consultant will be prepared to facilitate an online kickoff meeting using MS Teams, as directed by DCTA staff.

It is assumed that the Roundtable will hold a regular meet after Notice to Proceed and before July 31, 2020. If not Roundtable meeting is scheduled for this time, Kittelson will work with DCTA staff to arrange

a separate, 30-minute meeting with the Roundtable before July 31<sup>st</sup> using MS Teams or other web-based video conference service.

Based on feedback from the kickoff meeting and the surveys completed under Task 1, the Consultant will develop a matrix of stakeholders and training needs to provide DCTA and the RAC with an understanding of “common” requirements across all groups and specialized requirements of specific agencies and demographics. This matrix will be distributed to the RAC for their feedback.

***Deliverables:***

- Draft and Final Presentation materials (meeting invitation, agenda, PowerPoint) for RAC meeting
- Draft and Final Technical Memo: Meeting notes from RAC kickoff (including matrix of stakeholders and training needs)

### TASK 3: PROGRAM OUTLINE

Based on feedback from Tasks 1 and 2, the Consultant will develop an outline for the Train the Trainer program. This outline will include:

- Goals for Train-the-Trainer program
- Metrics for evaluating successful implementation of the program
- Areas of training to be covered
- Audiences to be taught (both agencies to be trained and client audiences within each agency)
- Core training curriculum (using the matrix of stakeholders and training needs to identify the training needs common to the majority of participating agencies)
- List of training materials to be developed
- Identification of facility and equipment needs
- Supplemental curriculum items and materials needed for specific audiences
- Identifying areas of training that may be best handled through other training channels (e.g. Easter Seals Train the Trainer programs intended for individuals)
- List of agencies and stakeholders to be invited to the initial training session

A draft program outline will be provided to DCTA for review and comment. The final program outline will incorporate one round of feedback from DCTA. The final memorandum will then be shared with the RAC for their review and feedback. If possible, the program outline will also be presented to the Social Services Roundtable at their August meeting, if their agenda permits.

***Deliverables:***

- Draft Technical Memorandum: Train the Trainer Program Outline
- Revised Technical Memorandum: Train the Trainer Program Outline

## TASK 4: DEVELOPMENT OF MATERIALS FOR INITIAL TRAINING SESSION

Once the program outline has been approved by DCTA, the Consultant will develop training materials to be used in the initial Train the Trainer Session. To minimize costs and adhere to the schedule, the Consultant will leverage industry-standard materials and/or existing materials from successful training programs. Materials to be developed will include:

- Printed and multimedia training materials (brochures, presentations, visual aids, and notebooks)
- Training logs

To maximize the utility of these learning aids to as broad a range of linguistic and cultural backgrounds as possible, an emphasis will be placed on developing visual aids (i.e. pictures and diagrams.) Translation of materials into Spanish or other languages will wait until after the Consultant receives feedback from the initial training session.

The Consultant will provide a draft of materials to DCTA for review and comment prior to their production; one round of RAC feedback on these materials will be acquired as part of feedback provided from the initial training session.

### ***Deliverables:***

- Draft Training Materials
- Final Training Materials

## TASK 5: CONDUCT INITIAL TRAINING SESSION

The Consultant will use the materials developed in Task 4 to conduct an initial training session with select members of the RAC, DCTA, and other identified stakeholders. The intent of this initial training is to (a) train an initial set of trainers on the “core curriculum” identified in Task 3—those areas of training that are common to the majority of stakeholders; and (b) confirm that there are no gaps or issues with this curriculum, such that it can be refined and translated to the needs of other agencies and populations as part of Task 6.

As part of this task, the Consultant will do the following:

- Identify times, dates, and locations of training session
- Invite up to 16 attendees to participate in the training session
- Conduct an initial training session (no more than five hours long) with DCTA Mobility and Marketing staff and RAC, generate training and evaluation logs
- Compile results and generate a tech memo to summarize:
  - Training and evaluation logs
  - Lessons learned
  - Feedback from participants
  - Recommended adjustments to program
- Provide the draft tech memo to DCTA for review and comments
- Revise the tech memo as appropriate and share findings with Roundtable

It is assumed that the training session will be held on-site in DCTA facilities. If the public health situation does not allow for in-person training, the Consultant will provide DCTA with alternatives that would allow the training to be conducted remotely, and will notify DCTA if this may require additional time, budget, or resources.

As noted in Task 4, the initial training will be conducted in English, but using visual aids appropriate to teaching a broad range of audiences from different cultural and linguistic backgrounds. Feedback from participants will then be used to determine which (if any) materials should be translated into Spanish or other languages.

***Deliverables:***

- One five-hour training session, provided on-site at DCTA facilities to no more than 16 participants
- Training and evaluation logs from initial training
- Draft Technical Memorandum: Summary of Training Results
- Revised Technical Memorandum: Summary of Training Results

## TASK 6: UPDATE PROGRAM

The Consultant will update the program and training materials based on feedback from DCTA and participants in the initial training session. DCTA will be responsible for having any training materials necessary translated into Spanish; the consultant will review translations for accuracy. If feedback from the initial training indicates that other languages are needed, the Consultant will advise DCTA if this may require additional time or budget to deliver.

***Deliverables:***

- Updated training materials (including Spanish translations of relevant materials)
- Updated program outline

## TASK 7: IMPLEMENT UPDATED PROGRAM

Using the updated materials developed under Task 6, the Consultant will conduct a second training session at DCTA facilities. The Consultant will do the following:

- Identify times, dates, and locations of second training session
- Invite up to 16 stakeholders (including Roundtable members and DCTA staff) to participate in the training
- Conduct a five-hour training session with additional DCTA staff and Roundtable agencies, generate training and evaluation logs
- Compile results to summarize:
  - Training and evaluation logs
  - Lessons learned
  - Feedback from participants
  - Recommended adjustments to program

Results of the second training exercise will be reported as part of the final report developed in Task 8.

***Deliverables:***

- One five-hour training session, provided on-site at DCTA facilities to no more than 16 participants
- Training and evaluation logs from training

## TASK 8: POST PROGRAM EVALUATION OF EFFECTIVENESS

The Consultant will follow up with trained trainers to review results of training provided to their clients. The Consultant will then prepare a report to summarize the training program, activities undertaken, materials generated, and training results.

***Deliverables:***

- Draft Final Report
- Final Report

## SCHEDULE

The table below summarizes the proposed schedule for this task order. The schedule assumes that DCTA has 10 business days to review draft deliverables prior to their finalization. The schedule also assumes that DCTA would be able to provide a briefing to the Social Services Roundtable prior to NTP, and that DCTA would invite participants in the RAC prior to June 1. If this is not possible, the Consultant will work with DCTA staff to identify possible impacts to the schedule.

Task Name	Duration	Start	Finish
<b>Task 1: Data Collection</b>	<b>17 days</b>	<b>Mon 6/1/20</b>	<b>Tue 6/23/20</b>
<b>Task 2: Kickoff Meeting</b>	<b>38 days</b>	<b>Mon 6/1/20</b>	<b>Wed 7/22/20</b>
<b>Task 3: Program Outline</b>	<b>37 days</b>	<b>Wed 7/8/20</b>	<b>Thu 8/27/20</b>
<b>Task 4: Development of Training Materials</b>	<b>57 days</b>	<b>Wed 8/5/20</b>	<b>Thu 10/22/20</b>
<b>Task 5: Conduct Initial Training Session</b>	<b>83 days</b>	<b>Wed 8/26/20</b>	<b>Fri 12/18/20</b>
<b>Task 6: Update Program</b>	<b>26 days</b>	<b>Mon 12/21/20</b>	<b>Mon 1/25/21</b>
<b>Task 7: Implement Updated Program</b>	<b>63 days</b>	<b>Mon 11/16/20</b>	<b>Wed 2/10/21</b>
<b>Task 8: Post Program Evaluation of Effectiveness</b>	<b>27 days</b>	<b>Wed 2/10/21</b>	<b>Thu 3/18/21</b>

## BUDGET

The proposed budget for this effort is \$189,049; a breakdown by task and labor category is attached to this document.

		Project Manager	Task Manager	Stakeholder Engagement	Disability Communications	Children/Visually Impaired	Production Lead	Research Analyst	Technician II (Graphics)	Spanish Engagement	ODCs	ODCs	Total Cost
	Role Firm	Kittelson	KJ Backpack	Kittelson	KJ Backpack	K Backpack Marshall	Kittelson	Kittelson	Kittelson	Kittelson	Kittelson	KJ Backpack	
	Name Rate	Gibran Hadj-Chikh	Kristen Joyner	Yolanda Takesian	Crystal Lyons	Burns	Phyllis Davis	Lauren Hunt					
		\$320	\$165	\$234	\$165	\$165	\$234	\$112	\$113	\$173			
Task	Subtask												
Task 1: Data Collection		11	24	4	22	2	14	4	0	0	\$1,500	\$1,500	\$19,100
	Have task manager perform “ride along” of services covered by training to understand passenger perspective	8	8		8	2	8				\$1,500	\$1,500	\$10,402
	Review customer complaint database to determine if there are specific issues, challenges that should be addressed in training sessions	1	4	2	4								\$2,108
	Review previous Social Service Agency Roundtable meeting notes, identify common issues among agencies, identify specific needs of specific agencies or populations being served	1	8	2	8		4						\$4,364
	Develop and send out survey for stakeholders	1	4		2		2	4					\$2,226
Task 2: Kickoff Meeting		7	20	4	8	0	4	8	0	0	\$0	\$0	\$9,628
	Invite Social Service Agency Roundtable (Roundtable) participants, confirm whether other agencies or stakeholders should be involved);	1	2	0				8					\$1,546
	Hold Roundtable Advisory Committee (RAC) meeting	4	8	4	8								\$4,856
	Develop meeting notes, distribute internally and summary matrix to advisory group	1	8										\$1,640
	Use feedback to generate matrix of stakeholders and training needs	1	2				4						\$1,586
Task 3: Program Outline		8	70	6	15	2	0	0	0	0	\$0	\$0	\$18,319
	Establish goals for Train-the-Trainer program	1	8	2	8	2							\$3,758
	Establish metrics for evaluating successful implementation of the program	1	8	2									\$2,108
	Develop draft program outline, submit to DCTA for review and comment	4	36	2	4								\$8,348
	Update outline per input from DCTA, transmit to RAC for input	1	16		3								\$3,455
	Present outline at August Roundtable meeting	1	2										\$650
Task 4: Development of Training Materials		14	152	0	38	16	38	4	100	0	\$0	\$0	\$59,110
	Literature Review	1	10		10	6	2	4					\$5,526
	Develop materials listed in the program outline (including training materials, evaluation questionnaire, and training logs)	8	120		20	8	28		80				\$42,572
	Provide draft to DCTA staff and RAC for review and comment	1	2										\$650
	Revise materials as appropriate	4	20		8	2	8		20				\$10,362

Role	Project Manager	Task Manager	Stakeholder Engagement	Disability Communications	Children/Visually Impaired	Production Lead	Research Analyst	Technician II (Graphics)	Spanish Engagement	ODCs	ODCs	Total Cost
Firm	Kittelson	KJ Backpack	Kittelson	KJ Backpack	KJ Backpack	Kittelson	Kittelson	Kittelson	Kittelson	Kittelson	KJ Backpack	
Name	Gibran Hadj-Chikh	Joyner	Takesian	Crystal Lyons	Burns	Phyllis Davis	Lauren Hunt					
Rate	\$320	\$165	\$234	\$165	\$165	\$234	\$112	\$113	\$173			
<b>Task 5: Conduct Initial Training Session</b>	<b>14</b>	<b>34</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>12</b>	<b>20</b>	<b>16</b>	<b>\$4,250</b>	<b>\$1,500</b>	<b>\$28,074</b>
Identify times, dates, and locations of training session	2	8					4					\$2,408
Produce materials for initial training session (handouts, training materials, logs)	2	2				8		8	8	\$2,000		\$7,130
Conduct initial training session with DCTA and the RAC, generate training and evaluation questions/logs	2	8	8	8					8	\$2,250	\$1,500	\$10,286
Compile results, generate tech memo to summarize results	2	8	2	2			8	12				\$5,010
Provide draft tech memo to DCTA for review and comments	2	2										\$970
Revise memo	2	4										\$1,300
Presentation of training results to Roundtable at regular meeting	2	2										\$970
<b>Task 6: Update Program</b>	<b>4</b>	<b>20</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>20</b>	<b>0</b>	<b>40</b>	<b>8</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,218</b>
Update materials and approach per recommendations from Task 5	2	20	4	8	2	20		40				\$15,726
Determine materials to be translated and languages needed, review materials translated by DCTA staff	2		2						8			\$2,492
<b>Task 7: Implement Updated Program</b>	<b>8</b>	<b>26</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>20</b>	<b>16</b>	<b>\$3,500</b>	<b>\$750</b>	<b>\$20,546</b>
Identify times, dates, and locations of training session	2	8										\$1,960
Produce materials for training session (handouts, training materials, logs)	2	2				8		8	8	\$2,000		\$7,130
Conduct training session, generate training and evaluation logs	2	8		8					8	\$1,500	\$750	\$6,914
Compile results, generate tech memo to summarize results	2	8		2			8	12				\$4,542
<b>Task 8: Post Program Evaluation of Effectiveness</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>40</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,054</b>
Follow up with trained trainers to review results of training provided to their clients	2	4		4		4						\$2,896
Prepare report of training effectiveness results and any needed revisions	2	8		2		8	12	32				\$9,122
Revise report as appropriate	2	4				4	8	8				\$4,036
<b>Total Budget</b>	<b>\$23,040</b>	<b>\$59,730</b>	<b>\$7,020</b>	<b>\$19,305</b>	<b>\$3,630</b>	<b>\$25,272</b>	<b>\$6,272</b>	<b>\$24,860</b>	<b>\$6,920</b>	<b>\$9,250</b>	<b>\$3,750</b>	<b>\$189,049</b>
<b>Total Hours</b>	<b>72</b>	<b>362</b>	<b>30</b>	<b>117</b>	<b>22</b>	<b>108</b>	<b>56</b>	<b>220</b>	<b>40</b>			<b>1,027</b>
										FTEs		0.64

STATE OF TEXAS	§	
	§	AGREEMENT FOR TRANSIT AND
	§	TRANSPORTATION PLANNING SERVICES
COUNTY OF DENTON	§	

This Agreement for Transit and Transportation Planning Services ("Agreement") is made by and between Denton County Transportation Authority ("DCTA") and Kittelson & Associates, Inc. ("Contractor"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

#### **Recitals:**

**WHEREAS**, DCTA desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render transit and transportation planning services, as set forth in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, and in accordance with the terms and conditions set forth in this Agreement;

**WHEREAS**, this is a non-exclusive Agreement since DCTA will select multiple contractors to provide services as set forth under DCTA Solicitation 20-02 "Transit and Transportation Planning Services" attached as Exhibit "A";

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

#### **Article I Term**

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the "Effective Date") and continue for a period of three (3) years, unless sooner terminated as provided herein.

1.2 This Agreement shall automatically renew for two (2) additional one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other Party of its intent not to renew the Agreement sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as the case may be.

#### **Article II Contract Documents**

2.1 This Agreement consists of the following items:

A. This Agreement;

- B. DCTA Solicitation 20-02 "Transit and Transportation Planning Services" ("DCTA RFB 20-02") and all addenda thereto (attached hereto as Exhibit "A"); and
- C. Contractor's Response to DCTA RFB 20-02 (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

### **Article III Scope of Work**

Contractor shall provide the services specifically set forth in Exhibit "A" and Exhibit "B".

### **Article IV Schedule of Work**

Contractor shall not proceed with any work under this Agreement until receiving a Task Order from DCTA and shall complete the required tasks in accordance with a work schedule established by DCTA. Such Task Order shall establish the service requirements for Contractor and shall be agreed upon by DCTA and Contractor prior to issuance of such Task Order. Issuance of Task Orders under this Agreement shall be at the sole discretion of DCTA. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a Task Order from DCTA shall be a Contractor's risk.

### **Article V Compensation and Method of Payment**

5.1 DCTA shall compensate Contractor in the hourly rate amounts as set forth in Exhibit "B".

5.2 DCTA shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Contractor shall submit invoices for services rendered under this Agreement to:

DCTA  
Accounts Payable  
P. O. Box 96  
Lewisville, Texas 75067

## **Article VI Suspension of Work**

DCTA shall have the right to immediately suspend work by Contractor if DCTA determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VII Devotion of Time; Personnel; and Equipment**

7.1 The standard of care for all professional services performed or furnished by Contractor under this Agreement will be the care and skill used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality. Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should DCTA require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by DCTA, and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

7.3 Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

## **Article VIII Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Contractor 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 Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. Contractor 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 Agreement. As such, DCTA shall not: train Contractor, require Contractor to complete regular oral or written reports, require Contractor devote its full-time services to DCTA, or dictate Contractor's sequence of work or location at which Contractor performs its work.

## **Article IX Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **Article X Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of DCTA (naming DCTA and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit "A". Contractor shall provide signed Certificates of Insurance verifying that Contractor has obtained the required insurance coverage for DCTA prior to the Effective Date of this Agreement.

## **Article XI Termination**

11.1 Termination for Convenience. DCTA may terminate all or part of this Agreement 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 Article, Contractor shall be entitled to payment in accordance with the terms of this Agreement for services completed before termination, and to payment for all reasonable Agreement 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 unreimbursed work completed before termination and Agreement 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 services not performed but which would have been performed had this Agreement not be terminated.

11.2 Termination for Default. If Contractor refuses or fails to properly prosecute or perform the services or any separable part, in accordance with the standard of care as defined in Section 7.1 of this Agreement and acceptance within the time specified in this Agreement including any extension, or fails to complete the services within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the services (or the separable part of the services) that has been delayed or not performed in accordance with the stated standard of care. In this event, DCTA may take over the services and complete the services by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the services. The Contractor and its sureties shall be liable for any damage to DCTA resulting from the Contractor's refusal or failure to complete the services within the specified time or not performed in accordance with the stated standard of care, whether or not the Contractor's right to proceed with the services is terminated. This liability includes any increased costs incurred by DCTA in completing the services.

11.3 Termination for 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 Party's 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.

## **Article XII FTA Contractual Requirements**

Contractor shall comply with all Federal Transportation Administration requirements set forth in Exhibit "A".

## **Article XIII Miscellaneous**

13.1 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.

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

13.3 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of DCTA. In the event of an assignment by Contractor to which DCTA has consented, the assignee shall agree in writing with DCTA to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

13.4 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 assigns.

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall 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.

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

13.7 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.

13.8 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, 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 Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of DCTA. Contractor 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 Agreement.

13.9 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.

13.10 Recitals. The recitals to this Agreement are incorporated herein.

13.11 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:

Raymond Suarez  
Chief Executive Officer  
DCTA  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75067  
Phone: 972-221-4600

With Copy to:

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

If intended for Contractor:

Adam Burghdoff, PE  
Associate Engineer  
Kittelsohn & Associates, Inc.  
20 West Kinzie Street  
17<sup>th</sup> Floor  
Chicago, Illinois 60654  
Phone: 410-949-5308

13.12 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.

13.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.14 Indemnification. CONTRACTOR 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 THESE SERVICES (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 CONTRACTOR, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, CONTRACTOR, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON CONTRACTOR'S BEHALF, CAUSED BY CONTRACTOR, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE SERVICES, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

CONTRACTOR 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 CONTRACTOR 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 SITE OF THE SERVICES OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE CONTRACTOR.

CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON CONTRACTOR'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 CONTRACTOR'S OR ANY OTHER PERSON WORKING ON CONTRACTOR'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR

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

**CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.**

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

13.15 Audits and Records. Contractor agrees that during the term hereof DCTA and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by DCTA or date of termination if sooner.

13.16 Conflicts of Interests. Contractor represents that no official or employee of DCTA has any direct or indirect pecuniary interest in this Agreement.

13.17 Compliance with Federal, State & Local Laws: Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

13.18 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

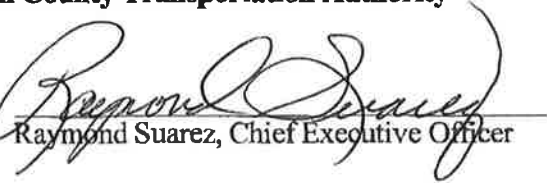
13.19 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Contractor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

*(signature page to follow)*

EXECUTED this 2nd day of March, 2020.

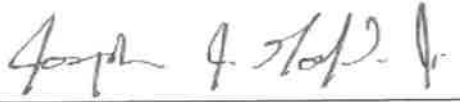
**Denton County Transportation Authority**

By:

  
Raymond Suarez, Chief Executive Officer

Approved as to form:


By:

  
Joseph J. Gorfida, Jr., General Counsel  
(02-05-2020:TM 113636)

EXECUTED this 17<sup>TH</sup> day of FEBRUARY, 2020.

**Kittelson & Associates, Inc.**

By:

  
Name: ADAM BULMASHOFF  
Title: FL BUSINESS DEVELOPMENT LEADER

## **Solicitation 20-02**

### **Transit and Transportation Planning Services**

**Bid Designation: Public**



**Denton County Transportation Authority**

## **Bid 20-02**

### **Transit and Transportation Planning Services**

Bid Number 20-02  
Bid Title Transit and Transportation Planning Services

Bid Start Date Nov 4, 2019 3:33:34 PM CST  
Bid End Date Dec 10, 2019 3:00:00 PM CST  
Question & Answer End Date Nov 21, 2019 5:00:00 PM CST

Bid Contact Sarah Martinez  
Director of Procurement  
Finance  
smartinez@dcta.net

Pre-Bid Conference Nov 14, 2019 10:00:00 AM CST  
Attendance is optional  
Location: 1955 Lakeway Drive, Suite 260,  
Lewisville, TX 75057

#### **Description**

Denton County Transportation Authority (DCTA) is requesting proposals for Transit and Transportation Planning Services. See attached RFP package for additional information.

A Pre-Proposal Conference is scheduled for November 14, 2019 at 10:00am CT. It will be held at the DTCA Administrative Office.



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION No./TYPE</b>	20-02 Request for Proposals		
<b>TITLE</b>	Transit and Transportation Planning Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	November 14, 2019 10:00 am CST	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive Suite 260 Lewisville, TX 75057
<b>QUESTIONS DUE</b>	November 21, 2019 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	November 27, 2019 by 5:00 pm CST
<b>DUE DATE/TIME</b>	December 10, 2019 at 3:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	<p>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</p>		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	<p><b>Sarah Martinez</b>  <a href="mailto:procurement@dcta.net">procurement@dcta.net</a>  or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a></p>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>Prior to the time and date indicated above, all bid/proposal packages must be hand delivered or mailed to Procurement at:</p> <p><b>DCTA</b>  1955 Lakeway Drive, Suite 260  ATTN: Sarah Martinez  SOLICITATION #20-02  Lewisville, Texas 75057</p> <p><b>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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>		
<b>ACCEPTANCE PERIOD</b>	<b>BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	<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 <a href="http://www.dcta.net">www.dcta.net</a></p>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no      DBE goal 0%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	<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>		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no      Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## **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. The contract will automatically renew each year unless either party provides a written notice sixty (60) days prior to the renewal date of their intent not to renew.

### **3. BACKGROUND**

Denton County Transportation Authority ("DCTA") is the coordinated county transportation authority for Denton County and a political subdivision of the State of Texas. DCTA serves our member cities of Denton, Highland Village, and Lewisville with mobility solutions. In addition, DCTA also provides contracted services for the City of Frisco, University of North Texas, North Central Texas College and the City of McKinney which oversees the McKinney Urban Transit District which is comprised of McKinney, Melissa, Lowry Crossing, Celina and Princeton. As a regional partner in coordinating mobility across the Dallas-Fort Worth region, DCTA works closely with Dallas Area Rapid Transit (DART) and Trinity Metro (formerly Fort Worth Transportation Authority) to develop programs which support ridership across all three transit systems.

### **4. AGENCY OBJECTIVES**

DCTA would like to increase the use of non-traditional transit services and products to allow for a more tailored response to the demands of various ridership markets. DCTA believes the future of transit will require a network of multiple service solutions. Accordingly, DCTA has contracts with thirty (30) Mobility-as-a-Service (Maas) firms with expertise in self-dispatching, demand-response rideshare solutions, and systems integration. The selected firms shall work with these firms towards development of a robust, equitable, consumer-centric transportation system which leverages existing infrastructure.

### **5. SCOPE OF SERVICES**

DCTA is planning a substantial and continuing effort to review and expand DCTA transit services to better serve Denton County. While specific projects are being finalized based on need and available funding, Task Orders are anticipated to be issued in the following five key areas of work and should be reflected in your proposal.

#### **1. Innovative Service Delivery**

- Develop strategies to complement existing transit services and improve operating efficiencies using MaaS partners and other alternatives to traditional transit service.
  - Work closely with DCTA's contracted roster of MaaS, TNC, systems integration, microtransit companies, and software developers.
  - Develop transit service plans which integrate multiple providers towards coordinated and more efficient regional mobility system.
2. Transit System Planning
- Work with DCTA executive staff, board members and funding partners to develop and promote service expansion plans
  - Conduct transit corridor and route analysis
  - Develop cost and revenue models to support potential new transit corridors
  - Provide ridership projections for potential new corridors of service
  - Establish a comprehensive performance measurement program linked to specific targets and policy objectives contained in an updated Long-Range Service Plan
  - Develop operational and capital needs assessment and projections
  - Provide elements to update DCTA's Long Range Service Plan
  - Identify potential grant funding opportunities aligned with DCTA's service expansion plans
3. Transit Service Planning
- Update DCTA service standards, performance metrics, and provide tracking tools
  - Update DCTA Title VI Plan and perform Title VI analyses as planned
  - Update bus stop inventory make provide recommendations regarding bus stop consolidation and bus stop amenities
  - Support agency compliance with Federal and Station regulatory requirements (including NTD reporting)
4. Transit Oriented Development (TOD)
- Work with DCTA's executive staff to identify, plan and manage transit-oriented development
  - Research and negotiate with cities, developers and property owners to acquire strategic locations for future service expansion
  - Identify TOD and joint development opportunities at existing A-train park & ride facilities
  - Provide conceptual plans for potential TOD & Joint Development projects
5. Public Involvement & Stakeholder Relations
- Develop and execute necessary public involvement strategies
  - Conduct market research through surveys, focus groups and other methods

## 6. OVERVIEW

DCTA is requesting proposals for Transit and Transportation Planning Services to support DCTA's Planning and Development initiatives as per the Scope of Work herein. DCTA intends to select multiple firms to assist with various elements of agency planning activities.

## **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, four (4) copies of the proposal in the described proposal format. 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 along with size of firm, range of services offered, location where management and coordination services will be performed.
- Identify the project manager and each individual who will work as part of this engagement and provide resumes for each. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Demonstrate the firm's knowledge and understanding of the Service required by DCTA.

- Demonstrate the firm's capabilities in transit/transportation services while specifically addressing the following four key areas: System Planning, System Planning, Transit Oriented Development and Public Involvement & Stakeholder Relations.
- Please list any special certifications by firm and/or key employees
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.

#### **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 outlining major tasks and responsibilities, time frames, and staff assignments.
- Specify how this process will ensure timely delivery of services within scope and budget.

#### **TAB 3: PAST PERFORMANCE AND REFERENCES**

- Describe experience of the firm in the last 60 months in performing services in similar size and scope, highlighting work in the public sector.
- Provide a minimum of three (3) recent public agency references for which firm has provided services in the last 60 months similar to Scope of Services outlined in this RFP. Each reference should include the following:
  - Brief narrative describing each project
  - Firm's representative for each project
  - Key staff involved and roles on each project
  - Location of Firm's office(s) where work was performed
  - Client's name, title, addresses and telephone number referenced for each project

#### **TAB 4: PRICING**

The proposed pricing shall include all costs necessary to fully complete the project by providing loaded hourly rates for proposed services.

## **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 Bidder's Questionnaire
- Exhibit B Prohibition of Contracts with Companies that Boycott Israel
- Exhibit C Non-Collusion Affidavit
- Exhibit D Form CIQ Conflict of Interest Questionnaire
- Exhibit E Certification of Suspension and Debarment
- Exhibit F Certifications and Restrictions on Lobbying

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 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 award(s) based on the best value to the agency. Evaluation will be based on the following criteria:

SCORING CRITERIA	WEIGHT
<b>Experience and Qualifications</b>  Firms must demonstrate experience with projects dealing with a wide variety of transit planning support services focusing on the five (5) key elements: Innovative Service Delivery, Transit System Planning, Transit Service Planning, Transit Oriented Development (TOD) and Public Involvement & Stakeholder Relations  Demonstrate experience with operational and capital expense needs assessment and projections, revenue projections and financial modeling.  Demonstrate experience with research and applying innovative/non-conventional alternatives to compliment feeder service within a transit system (bike share, ride share, on-demand response service, technological enabled services, etc.)  Demonstrate knowledge and experience of land use, property development and transit-oriented development conceptual planning and modeling.  Demonstrate familiarity with the development and implementation of public involvement strategies including stakeholder involvement, passenger surveying, public meetings and focus groups.  Demonstrate the firm's experience in transit/transportation planning.  Explain the firm's organization and management plan for this contract.  Describe team member activity in professional registrations and firm's	50%

<p>professional affiliations.</p> <p>Demonstrate knowledge and experience with federal, state, and local regulatory agencies, local municipalities and transportation agencies within the DFW Metroplex.</p> <p>Demonstrate knowledge and understanding of the regional public transportation network within the DFW Metroplex.</p> <p>Demonstrate the knowledge and understanding of the unique nature of transit and transportation planning, specifically as it relates to DCTA and the DFW Metroplex</p>	
<p><b>Project Approach</b></p> <p>Demonstrate knowledge and understanding of unique nature of transit and transportation planning, specifically as it relates to DCTA and the DFW Metroplex, providing detailed project plan and meeting Scope of Services herein</p> <p>Specifies how process will ensure timely delivery of services within scope and budget</p>	20%
<p><b>Past Performance and References</b></p> <p>Demonstrate past performance in the four key areas of contract: Transit System Planning, Transit Service Planning, Transit Oriented Development, Public Involvement &amp; Stakeholder Relations</p> <p>Demonstrate past performance within last 60 months on contracts with government, non-profit or transit agencies</p> <p>Provide a minimum of three (3) references within last 60 months, complete with a brief summary of services provided, as well as address and telephone number of government, non-profit or transit agency for whom the Contractor has provided similar transit planning work</p> <p>Demonstrate past performance on contracts with government, non-profit or transit agencies</p>	20%
<p><b>Price</b></p> <p>Comparison of hourly billing rates by category. Ensure a description of the experience/qualification of each category is included</p>	10%
<p><b>Total</b></p>	100%
<p><b>Required Forms and Certifications</b></p> <p>All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.</p>	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 reserves the right to award multiple task order contracts. Awards will be made to the responsible firm whose proposals 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.

**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.

**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.

**Clean Water** – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Lobbying** – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**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.

**Clean Air** – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**No Government Obligation to Third Parties** – Applicability – All contracts except micropurchases (\$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.

(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 effected 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 contract or 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 complete 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 or 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

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.

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**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>, 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, "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

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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.

**Breaches and Dispute Resolution** – Applicability – All contracts over \$250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

**Performance During Dispute** - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor,

**Rights and Remedies** - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Patent and Rights Data** - Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).  
Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

- (a) Invention,
- (b) Improvement, or
- (c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

- (a) Conceived under the Project, or
- (b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

- (a) Notify FTA immediately, and
- (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information:

- (1) Copyright. Whether or not copyrighted, and
- (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
- (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but
- (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,
- 2 The Federal Government's employees acting within the scope of their official duties, and
- 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

**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

- 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/offers 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 micropurchases \$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.

**Notification of Federal Participation** - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**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.

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**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 Comptrollers 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.

## **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](mailto: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.

## SECTION XXXX:

### DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

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#### 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 10<sup>th</sup> 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.



## BIDDER'S QUESTIONNAIRE

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  
☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

8. Number of Years in Business  
\_\_\_\_\_

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).

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:

## 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

**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.

**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

## 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 \_\_\_\_\_

## LOBBYING RESTRICTION CERTIFICATION

*This certification must be completed and submitted with the proposal*

The undersigned Contractor, \_\_\_\_\_, certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## Question and Answers for Bid #20-02 - Transit and Transportation Planning Services

### Overall Bid Questions

There are no questions associated with this bid.

QUALIFICATIONS TO THE  
DENTON COUNTY TRANSPORTATION  
AUTHORITY (DCTA) TO PROVIDE  
**TRANSIT AND  
TRANSPORTATION  
PLANNING SERVICES**

**BID # 20-02**



**DECEMBER 2019**



# LETTER OF TRANSMITTAL

DECEMBER 10, 2019

Sarah Martinez  
Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, Texas 75057

RE: SOLICITATION #20-02

Dear Ms. Martinez,

**On behalf of Kittelison & Associates, Inc. (Kittelison), I am pleased to submit this proposal for Transit and Transportation Planning Services to DCTA.** As a national transportation planning and design practice, we are excited by the direction DCTA is taking as an agency, transforming from being a transit provider to a mobility manager, overseeing a portfolio of Mobility as a Service (MaaS) options that can provide a cost-effective means of serving one of the fastest-growing counties in the United States.

DCTA is looking for a partner who understands how to integrate innovative business practices of MaaS into the fundamentals of public transportation operations to provide Denton County with innovative, seamless, and effective transportation choices. DCTA is also looking for a partner who understands digital transformation—the mechanics of changing an organization's policies, practices, and operating philosophy to enable it to become agile in how it delivers service and embraces innovation.

## **Kittelison brings hands-on experience shaping how MaaS affects the delivery of public mobility:**

- / Kittelison recently authored NCHRP 8-117: Impact of Transformational Technologies on Land Use and Transportation, a comprehensive guide for local agencies looking to adopt MaaS and related technologies.
- / Kittelison has worked with many of the 30 MaaS providers DCTA has pre-certified (including Lyft, Bird, Via, Transdev, and Transloc), and understands how their business models interface with local transportation policies and infrastructure.
- / Kittelison has developed modeling tools and data visualizations to assess how transit services interface with pedestrians, bicycles, and general traffic at mobility hubs and local bus stops.
- / Kittelison has implemented a successful curb management program (parkDC) that is being expanded to track and enforce interfaces between parking, transit, delivery services, and micromobility services.
- / Kittelison has developed micromobility stations in New York City and other dense environments, as well as developing transit-oriented development plans in support of commuter rail systems.

# QUALIFICATION & EXPERIENCE

## PROJECT UNDERSTANDING

DCTA is undergoing a dramatic transformation in how it plans and delivers mobility services in Denton County—a transformation that will have major implications for the agency, its customers, and mobility partners across the DFW Metroplex. DCTA is becoming a mobility management agency, evolving away from simply providing fixed-route transit services into an entity that delivers public mobility through an integrated portfolio of public and private mobility services. Embracing this role will allow DCTA to focus its existing transit assets on the most productive corridors and service areas, using new providers and service strategies to (a) provide service in lower-density environments; and, (b) attract new riders with MaaS offerings tailored to their mobility preferences. DCTA has already taken significant steps toward assuming this new role:

- / Implementing on-demand service zones for Denton Enterprise Airport and Lewisville Lakeway
- / Implementing TNC partnerships with Uber and Lyft (four of which are currently operational)
- / Setting aside up to \$2.4M to implement Mobility as a Service (MaaS) strategies

- / Completing a federal process through which 30 MaaS providers were pre-certified to provide service to DCTA (and to other agencies in the Metroplex wishing to “piggyback” on this procurement, providing MaaS firms with additional incentive to partner with DCTA.)
- / Moving forward with a Transformation Initiative that will be executed under a separate RFP by a management consulting firm experienced in top-to-bottom digital transformation initiatives.

This planning contract will support DCTA's continued evolution in two ways. First, it will allow DCTA to develop new local and regional strategies that leverage DCTA's MaaS “toolbox” to improve the quality and cost-effectiveness of mobility in its service area. Second, it will give DCTA a partner who understands DCTA's vision and can translate the most relevant operational details to the consulting team supporting the Transformation Initiative.

The Kittelson team understands the transformation DCTA is going through because we bring together national experience working with agencies and MaaS providers to integrate new solutions into existing transit systems. Our team also brings together transit and land use professionals who have worked with DCTA through its evolution. The table below provides an overview of the issues DCTA wishes to address in this contract and the experience the Kittelson team offers to solve them.

TOPIC	ISSUES	SOLUTIONS	RELEVANT KITTELSON TEAM EXPERIENCE
INNOVATIVE SERVICE DELIVERY	Transforming an established agency to become more agile, able to capitalize on innovation	Understand how agile methodologies and new technology can streamline operational requirements	Our project manager served on the task force for a \$3B company looking to transform its approach to delivering urban infrastructure. He has experience working with new tech firms (including Via and Swiftly) and established transit system vendors.
	Leveraging the capabilities of 30+ MaaS providers to transform DCTA into a mobility management agency	Develop concepts of operation and high-level architectures that delineate how MaaS providers will interface with DCTA operations, facilities, revenue systems, and customers	ParkDC, Washington, DC: concept of operations for MaaS-ready curb management systems, interfaces with transit and mobility providers; Lyft bikeshare site design (NYC): \$1.4M in fees designing bikeshare sites; Baltimore CollegeTown Shuttle: interfaces with TransLoc and Transdev during evaluation of private transit operations
TRANSIT SYSTEM PLANNING	Improving cost-effectiveness of delivering mobility to Denton County	Developing cost models (capital and O&M) that account for the impacts of new services on the existing system.  Apply sketch planning methods to develop cost estimates without requiring detailed engineering.	Our project manager has hands-on experience developing cost estimates and overseeing financial modeling for projects including Richmond's Pulse BRT and Chicago's Metra UP-West Line Upgrade. He has also developed a method of “reverse-engineering” ridership forecasts to determine “how much” project can be funded in a corridor.
	Providing seamless integration into regional transportation network (including DART, Trinity Metro, and railroads interfacing with A-Train and proposed extensions)	Leverage best practices in multimodal planning developed through Kittelson-led research and international transit planning efforts	Kittelson is the author of the Transit Capacity and Quality Service Manual and understands how to apply service standards to all modes of mobility. Kittelson also brings relevant multimodal experience from agencies including LYNX, SFMTA, the Rapid, DRPT, DDOT, and WMATA. We bring the local experience of Tom Ryden and Kristen Joyner, who have worked with DCTA and its partners.

**We work with MaaS providers to deliver innovative services and strategies.** Kittelson has current experience working with many of DCTA's MaaS providers (including Iteris, Lyft, and Via) to support the mission of transportation agencies across the United States.

**We are at the forefront of emerging technology research.** Kittelson has literally written the book on emerging technology (NCHRP NCHRP 8-117: Impact of Transformational Technologies on Land Use and Transportation), as well as authoring all three editions of the Transit Capacity and Quality of Service Manual.

## Team Organization and Management

Our project manager Gibran Hadj-Chikh was recently hired by Kittelson to lead exactly the type of planning work DCTA envisions under this contract. Gibran brings 22 years' experience in the transit industry, developing regional transit plans, corridor plans funded under the New Starts program, and station area plans integrated into some of the most complex development environments in the world (including Dubai, Abu Dhabi, and Qatar.) Most relevant to this contract, Gibran comes to Kittelson from a \$3B design-construction firm, where he served as Director of Innovation. In this role, he actively engaged with tech startups, transit agencies, and elected officials to evaluate new strategies for integrating MaaS solutions into transit systems. He also led his previous company's Innovation Council, evaluating ideas generated by planners, engineers, and construction professionals for their ability to transform their approach to delivering urban infrastructure. Gibran will manage this contract from our Chicago office, and will be on-site in Denton County regularly throughout this contract to coordinate with DCTA staff and stakeholders.

As shown in our organizational chart and described in the table below, our Core Management Team includes experts covering each major area envisioned under this contract.

ROLE	NAME	RELEVANT EXPERIENCE	LOCATION
<b>PROJECT MANAGER</b>	Gibran Hadj-Chikh	Industry leader in innovation with expertise in bridging the gap between traditional transit services and emerging mobility solutions to offer cost-effective mobility options; strong working relationships with many MaaS providers	Chicago, IL
<b>EMERGING TECH ADVISOR</b>	Abby Morgan, PhD	Industry-recognized CAV Expert; Author of emerging technology guidelines; lead reviewer for USDOT CV pilots and Smart Columbus Initiative.	Ft. Lauderdale, FL
<b>TRANSIT SYSTEM PLANNING LEAD</b>	Mary Raulerson	National experience delivering regional transit plans that are funded and built, including Cleveland HealthLine, Pittsburgh LRT extension, and the Silver Lines in Grand Rapids, MI and DC Region	Orlando, FL
<b>TRANSIT SERVICE PLANNING LEAD</b>	Susan Wright, PE, PMP	Experience delivering Transit Development Plans, service standards, and Title VI planning inputs for small to mid-size transit agencies, including evaluation of flex-route and paratransit services	Portland, OR
<b>TRANSIT-ORIENTED DEVELOPMENT LEAD</b>	Jane Lim-Yap, AICP, LEED AP	Developed TOD plans that resulted in over \$1 B in redevelopment in Charlotte and Orlando; proven experience in advancing transit and TOD	Orlando, FL
<b>PUBLIC INVOLVEMENT/STAKEHOLDER RELATIONS LEAD</b>	Yolanda Takesian	Proven track record of engaging diverse stakeholders and developing project champions for successful projects throughout the country	Baltimore, MD

Our core management team will be supported by subject matter experts relevant to the task orders envisioned under this contract; brief resumes for these staff are included on the following pages.



Gibran Hadj-Chikh



Abby Morgan, PhD



Mary Raulerson



Susan Wright  
PE, PMP



Jane Lim-Yap  
AICP, LEED AP



Yolanda Takesian

## Core Management Team

### GIBRAN HADJ-CHIKH PROJECT MANAGER

Mr. Hadj-Chikh is a transit professional with over 22 years' experience, working with public agencies around the world to develop and implement strategies to improve local and regional mobility. He brings direct experience working with transit agencies, railroads, bus systems, commuter rail lines, and emerging technology partners to develop cost, as well as hands-on experience developing models for assessing the costs, ridership forecasts, and impact analyses impacts of how new systems integrate with to existing services systems. Prior to Kittelson, he served as Director of Innovation for a \$3B design and construction firm, working with a team of software developers, data scientists, and transportation professionals to develop and assess new tools and strategies for delivering, operating, and maintaining urban transportation systems. He also served as Project Manager for **MTA 1049C**, a \$10M planning contract for the **Maryland Transit Administration (MTA)** that included over 40 tasks (including corridor planning and rail station improvements, ridership forecasts, and cost estimates.



**Innovative Service Delivery.** Mr. Hadj-Chikh has spent his career introducing new technologies into the planning and maintenance of transit systems, developing the first **asset management** databases for the **Maryland Transit Administration and Massachusetts Bay Transportation Authority**. In recent years, he has been working with agencies to understand how MaaS solutions may affect their facilities and operations, including the first assessment of the traffic impacts of rideshares at **Midway International Airport** in Chicago. He has also articulated a mobility hub strategy combining MaaS strategies with fixed-route services to optimize transit operations in lower-density operating environments. Mr. Hadj-Chikh also brings experience with complex systems integration, having served as Deputy Project Manager for the \$80M integration of Positive Train Control into the Metra commuter railroad in Chicago. This hands-on experience integrating new technologies into legacy transit systems gave him a firm understanding of how new transportation systems may affect everyday operations, maintenance, and passenger service.

**Transit Systems Planning.** Mr. Hadj-Chikh developed the strategic transit plan for **Montgomery County, Maryland**, establishing performance criteria for what ridership thresholds would warrant new investments in bus shelters, intermodal stations, and Bus Rapid Transit corridors. He has extensive experience with the FTA New Starts and Small Starts program, having managed Richmond's **Broad Street Rapid Transit Corridor (now operational as the Pulse)**, the **Metra UP-West Line Upgrade** in Chicago, and the **Ann Arbor-Detroit Alternatives Analysis**. Under each of these contracts, Gibran was responsible for managing operating and capital cost estimation, ridership forecasts, and public outreach.

**Transit Service Planning.** Mr. Hadj-Chikh has hands-on experience developing service plans for new and existing systems. Mr. Hadj-Chikh developed a data mining strategy to assess over 200,000 passenger records for

the **Dubai RTA** bus system, identifying opportunities to introduce skip-stop services and identifying route patterns that were creating bottlenecks and inefficiencies at local bus stops. Mr. Hadj-Chikh also worked with bus operators and the planning team of GRTC to consolidate bus stops and optimize local routes to maximize the effectiveness of bus lanes for the **Broad Street Rapid Transit Corridor**. Mr. Hadj-Chikh also developed a GIS-enabled tool for monitoring the progress of a survey of pedestrian connections to the **South Miami-Dade Busway**; this tool then allowed for visualizations of the paths-of-travel to the Busway.

**Transit-Oriented Development.** Mr. Hadj-Chikh has developed station area plans in Dubai and Qatar, coordinating with developers to understand how new rail systems would interface with their plans. He was also responsible for developing a checklist of station requirements (including ped/bike connections, park-and-ride, bus layovers, and rail interfaces) necessary for the **Dubai Red and Green Lines**.

#### Public Outreach and Stakeholder Relations.

Mr. Hadj-Chikh has successfully engaged public and technical audiences for multiple New Starts programs (including the **Green Line Alternatives Analysis** in Baltimore, the **Ann Arbor-Detroit Alternatives Analysis**). He has also led workshops for **DelDOT's Bicycle Master Plan**, as well as a workshop with startups and agencies at LA CoMotion to explore how MaaS strategies and other emerging business models may affect the operating environment, legal framework, and procurement strategies of public agencies.

#### Education and Professional Affiliations:

MA, Urban/Regional Planning, Florida State University; BA, Economics, Cornell University; APTA Technologies for Vehicle Automation and Connectivity Subcommittee, Member

## **YOLANDA TAKESIAN PUBLIC INVOLVEMENT & STAKEHOLDER RELATIONS LEAD**

Ms. Takesian has more than 29 years of experience in successfully engaging local, state and federal stakeholders and develop solutions that are supported by all. She uses her expertise in integrating community engagement, land use planning and transportation planning to develop transportation systems that support economic development, encourage public health, and enhance the environment. Her communications strategies bridge community expectations with the technical analytics of transportation for successful implementation. Yolanda has led scores of projects through processes, integrating local land use plans, existing community design, and public involvement. Her experience includes developing planning processes for numerous state departments of transportation and training planners and engineers in effective project development. While at the Maryland Department of Transportation (MDOT), Yolanda oversaw groundbreaking community planning for over 80 system preservation design projects, introducing a community-supportive and context-based approach.

**Education and Professional Affiliations:** MS, City Planning, University of Pennsylvania; BS, Business Administration, Mount Saint Mary's College

**Relevant Projects:** Central Maryland Regional Transit Plan - MDOT Transit-Oriented Development Guidelines - New Orleans Livable Claiborne Communities Study - Transportation Action Plan for Urban Communities; Prince George's County, MD - DDOT Florida Ave. NEPA/Community Engagement; Washington, DC

## **Key Subject Matter Experts**

### **Lawrence Lewis, PE, AICP, LEED AP Transit System Planning Expert**

Mr. Lewis has 19 years of experience in the integration of transit, transportation and land use planning. He has worked on a wide variety of transit planning, multimodal corridor studies, TOD studies, traffic engineering, and urban design projects throughout the US. Laurence brings a unique blend of experience in the integration of transportation with issues such as urban design, land use, and environmental sustainability, and is skilled in stakeholder collaboration and public engagement.

**Education and professional affiliations:** MS, City and Regional Planning, University of North Carolina; BS, Civil Engineering, Princeton University; TCRP H-45, Livable Transit Corridors: Methods, Metric and Strategies, panelist (2011-present).

## **JAMIE HENSON TRANSIT SYSTEM PLANNING EXPERT**

Mr. Henson offers exceptional technical experience in transit and transportation planning. He has led the planning and environmental processes for major transit improvements, as well as research and mobility mapping efforts. He has advanced infrastructure projects by engaging federal, state and local stakeholders to generate consensus from the utilization and translation of robust technical analysis. He also provided leadership to the award-winning District Mobility tool, which vividly displays a combination of multimodal transportation performance metrics across the District of Columbia.

**Education and Professional Affiliations:** MCRP, Georgia Institute of Technology; MS, Civil Engineering, Georgia Institute of Technology; MS, Math Education, University of West Georgia; BS, Mathematics, University of West Georgia; TRB, Transportation and Land Development Committee

## **ALEK POCHOWSKI, PE TRANSIT SYSTEM PLANNING EXPERT**

Mr. Pochowski has a breadth of experience in developing multimodal transportation solutions, with special expertise in technology-enabled curb management strategies. Working with the DC Department of Transportation (DDOT), Alek has led the development of innovative transportation solutions that address complex demands, including leading the development and analysis of the parkDC performance parking initiative, an "asset-lite" approach to managing and enforcing curb activities (including parking, delivery, and transit.) He has evaluated multimodal opportunities between the White House and the Capitol. In Cambridge, Massachusetts, Alek developed the "Peanutabout" as a potential concept, which includes separated bike lanes at two closely spaced mini-roundabouts in a constrained urban area at the Inman Square intersection.

**Education and Professional Affiliations:** MS, Civil Engineering, Georgia Institute of Technology; MS, City and Regional Planning, Georgia Institute of Technology; BS, Civil Engineering, Iowa State University of Science and Technology; Young Professionals in Transportation, Past Member of the International Board of Directors; TRB Committee on Roundabouts

## **PAUL RYUS, PE TRANSIT SERVICE PLANNING EXPERT**

Mr. Ryus' 26 years of experience combines his practical work on multimodal projects in the US and abroad with his extensive research experience to develop creative solutions to difficult transportation challenges. He is the lead author of several national guidebooks published by the Transit Cooperative Research Program (TCRP), including the Transit Capacity and Quality of Service Manual and guidebooks on transit performance measurement, benchmarking, and bus preferential treatments on roadways. He also co-authored TCRP Report 116: Guidebook for Evaluating, Selecting, and Implementing Suburban Transit Services. His practical experience includes serving as project manager or project principal for numerous transit development and transportation system plans, conducting strategic transit service planning, and assisting transit agencies with developing performance measurement systems to improve their operations and accountability.

**Education and Professional Affiliations:** MS, Civil Engineering, Oregon State University; BA Physics, University of California, Berkeley; TRB Committee Chair - Transit Capacity and Quality of Service

## **JORGE BARRIOS, PE TRANSIT SERVICE PLANNING**

Mr. Barrios specializes in developing data-driven recommendations that can properly inform decision-making. He is skilled in Java and Python programming, web development (HTML, CSS), database programming (Access, PostgreSQL), Synchro, Traffix, and HCS+. Jorge has recently led the SR 436 transit alternatives analysis, where he developed a workflow for a trip routing engine that simulated the impact of the proposed alternatives on a trip-by-trip basis. Jorge has brought data together from many sources and presented it in a simple and concise manner to help study partners make informed decisions throughout the alternatives analysis process.

**Education and Professional Affiliations:** MS, Transportation Engineering, University of California, Berkeley; BS, Civil Engineering, University of Florida; National Science Foundation Graduate Research Fellowship Program 2010; Institute of Civil Engineers: Young Professional and Student Paper Competition 2012: First Place in a continental paper competition

## **PARIS RUTHERFORD TRANSIT ORIENTED DEVELOPMENT EXPERT**

For nearly 30 years, Paris Rutherford has had a consistent track record in the planning and development of market-leading mixed-use and urban residential redevelopment districts. His focus is on delivering profitable urban investment strategies that capitalize on the broader community's desire for Great Places as defined through design, market and social success. He has prepared successful strategies for hallmark destinations across the United States and was instrumental in the rejuvenation of urban communities in Dallas, Fort Worth, Houston, Phoenix, Los Angeles, Denver, Atlanta and other metropolitan areas through walkable urbanism. His work has received over 95 awards and been highlighted in such publications as the New York Times, Wall Street Journal, and Urban Land Magazine among others. He has spoken at such respected venues as the National Press Club, Urban Land Institute, American Planning Association and ICSC, and has been featured on national broadcasts such as CNBC's Closing Bell and PBS' News Hour.

**Education and Professional Affiliations:** Harvard University; University of Southern California

## **PATTY HURD, PE, AICP TRANSIT ORIENTED DEVELOPMENT EXPERT**

Ms. Hurd has 17 years of experience in place-based planning, complete streets policy and implementation, multimodal corridor planning and implementation, urban design, visioning, and context-sensitive solutions. She has extensive experience in developing context-based solutions that leverage community development plans and has facilitated public engagement events, including designing and implementing public involvement plans, organizing public involvement web sites, and running charrettes, public workshops, and stakeholder interviews.

**Education and Professional Affiliations:** MS, City and Regional Planning, University of California Berkeley; BS, Civil Engineering, Georgia Institute of Technology

# PROJECT APPROACH

This contract will be executed through a series of task orders, each of which must be able to contribute to DCTA's larger blueprint for becoming a MaaS-enabled mobility management agency. We recognize that the deliverables for each task order will serve as inputs to multiple efforts within DCTA, including (but not limited to): the DCTA Transformation Initiative, fare and operational policies, frameworks for managing public private partnerships (both as they relate to MaaS and Transit Oriented Development), short- and long-range capital programming, fleet management, grant-writing, and reporting to funding partners.

With this in mind, we will apply a standardized approach to managing and executing each task order, ensuring that their deliverables can be re-purposed to serve multiple requirements, and that the scope and budget for each task order is developed and executed in a manner that considers all potential impacts to DCTA and its mobility portfolio. Our approach will consist of five major elements:

## 1. Baselineing

At the kickoff to the contract, we envision a meeting between our team, DCTA management, and the team managing the Transformation Initiative to understand roles and responsibilities, establish formal lines of communications, and confirm how our efforts will support the larger DCTA strategy. As part of this effort, Kittelson would propose reviewing existing Key Performance Indicators and recommending additions or revisions that will allow DCTA to report both traditional and MaaS-related metrics to its stakeholders. The table below illustrates how KPIs DCTA reported in August 2018 could be modified or supplemented to account for MaaS-specific service characteristics.

### EVOLVING KPIS

Category	Previous Metrics	Potential Metric	Rationale
<b>Safety and Security</b>	Bus: Accidents/100k miles  Rail: FRA Reportable Accidents	Security Issues Reported	Expand to capture security issues (physical and cyber) which may affect DCTA and MaaS services
<b>Ridership</b>	Ridership (Bus and Rail)	MaaS Ridership	Explicitly track MaaS ridership dynamics
<b>On-Time Performance</b>	On-Time % (Bus and Rail)	On-Time % MaaS	Explicitly track paratransit, demand-responsive, and rideshare performance
<b>Travel Time</b>	Not Applicable	Average Wait Times  Average Travel Times	Confirm whether MaaS strategies are making DCTA more responsive
<b>Customer Service</b>	Calls Received GORrequest Entries/10k Boardings	API calls to MaaS apps	Track usage rates of MaaS-enabled services



By reaching a common understanding of how DCTA's goals are shifting to meet mobility needs (rather than just traditional transit needs), we will be able to tailor our approach to each task order to take advantage of the opportunities offered by DCTA's MaaS toolbox and explain these benefits to DCTA staff and stakeholders. We would envision reviewing these KPIs with DCTA staff and the Transformation Initiative on a quarterly basis to understand if any changes in performance should be addressed as part of ongoing or future task order work.

## 2. Scope Development

MaaS solutions are still in a fluid state of development, and their impacts to the public infrastructure are likely to evolve over the next five years. To address the complexity of integrating MaaS solutions into traditional transit planning, Kittelson will apply a task-force approach to scope development, where our Core Management Team will review each new request for services and identify what physical, technical, and operational issues need to be considered as part of the scope. This approach to scoping has been used successfully by our Project Manager on large, technically complex projects such as Metra's \$80M Positive Train Control program, where regular task force meetings ensured that the team considered how PTC installation, testing, and operations would affect passenger facilities, communications networks, and operations on a mix of public and privately transportation systems.

Within one business day of receiving a request to scope out a new task, Gibran will call together our Core Management Team to review the request and ensure that we have considered how it may affect systems planning, service planning, transit-oriented development and outreach efforts. Of equal importance, we will then review what existing MaaS capabilities and/or emerging technologies may be relevant to the task so that we understand the interfaces between established DCTA infrastructure, new MaaS features, and the communities to be served. At the outcome of the task force meeting, Gibran will identify the appropriate staff member to serve as Task Leader, then work with them to develop a scope and budget for submittal to DCTA.

## 4. Project Execution

All task orders issued under this contract will be managed directly by Project Manager Gibran Hadj-Chikh, who will ensure that we are meeting the schedule, adhering to the agreed upon budget, and providing high-quality deliverables to DCTA. Of equal importance, Gibran will also ensure that the work completed under each task order is consistent with DCTA's overall blueprint for mobility management. Gibran brings previous experience managing over 40 task orders for the Maryland Transit Administration as part of a single \$10 million contract. Gibran will assign a technical lead for each task order who will be responsible for executing the work and coordinating efforts of our technical team.

## 5. Reporting and Monitoring

Gibran will provide weekly updates to DCTA task managers and monthly reporting on the status of the overall contract. In addition to providing updates on schedule, budget, and % complete, the monthly report will also note if there have been any developments in technology that may affect the effectiveness or technical direction of work underway.

### Summary of Task Orders

The table below summarizes our initial thoughts on each of the task orders noted in the November 14th pre-bid conference, including recommendations on key issues to address and staff we would assign to support.

TASK	KEY ISSUES	VALUE OF THE KITTELSON TEAM	KEY STAFF
<b>Transformation Initiative Support</b>	<p>Understanding how mobility management will affect service on the ground; translating that into impacts to DCTA policies, operations, and cost model</p> <p>Developing mobility-focused KPIs for tracking progress towards mobility management model</p>	<p>Previous experience with Digital Transformation of \$3B urban infrastructure company</p> <p>2019-issued research on integration of emerging technologies into agency strategies</p> <p>Local understanding of DCTA and its stakeholders</p>	Gibran Hadj-Chikh (lead) Abby Morgan Kristen Joyner
<b>Long-Range Service Plan Update</b>	<p>Understanding of regional long range planning framework</p> <p>Understanding long-range impacts of MaaS implementation on fleet requirements, capital program, and Title VI requirements for service coverage</p> <p>Developing roadmaps for short- and long-term development of services and facilities in service zones and corridors</p>	<p>Experience developing long range transit plans across range of urban and rural areas</p> <p>Local experience working with DCTA on plans to extend A-train service</p> <p>Local experience with system and service planning for DCTA regional partners (DART, VRE)</p>	Susan Wright (lead) Tim Crobans Tom Ryden Paul Ryus Laurence Lewis
<b>MaaS Deployment Strategy Development</b>	<p>Defining criteria where new MaaS offerings create "tipping points" for transforming service delivery strategy</p> <p>Understand how to integrate MaaS into traditional system and service planning frameworks</p>	<p>Experience working with and assessing DCTA technology partners (including Lyft, Via, Ford Mobility, and Swiftly)</p> <p>Client-side experience implementing micromobility programs</p> <p>Experience implementing multimodal curb management programs</p>	Gibran Hadj-Chikh (lead) Abby Morgan Jamie Henson Veronica McBeth
<b>Model TOD Code</b>	<p>Maximizing potential to generate revenue from DCTA stations and adjoining land uses</p> <p>Understanding local land planning and development policies, environment</p> <p>Developing TOD codes applicable to multiple scales (mobility hubs, commuter rail stations, intermodal facilities)</p>	<p>Local experience with the development community</p> <p>National experience working with major developers (including Costco and major resorts)</p> <p>Experience developing TOD programs for existing commuter rail systems</p>	Jane Lim-Yap (lead) Paris Rutherford Mary Raulerson Yolanda Takesian

# PAST PERFORMANCE & REFERENCES

In the past 60 months, Kittelson has begun a transformation intended to make our planning and design services more relevant to agencies looking to embrace the opportunities offered by MaaS and related disruptions to the transportation market. We have undertaken five Strategic Growth Initiatives in the areas of Data Analytics, Autonomous Vehicles, Smart Cities, Safety, and Complete Streets and have made strategic hires to pursue work in these areas. The projects referenced below represent a sample of the type of work we have undertaken in these areas, as well as those related to work requested by DCTA under this contract.

## SR436 Transit Corridor Study

Orlando, Florida

### Firms Representatives on Project/Key Staff Involved

Mary Raulerson (Principal), Jane Lim-Yap (Project Manager), and Jorge Barrios (Senior Engineer)

### Location of Office that Managed Project

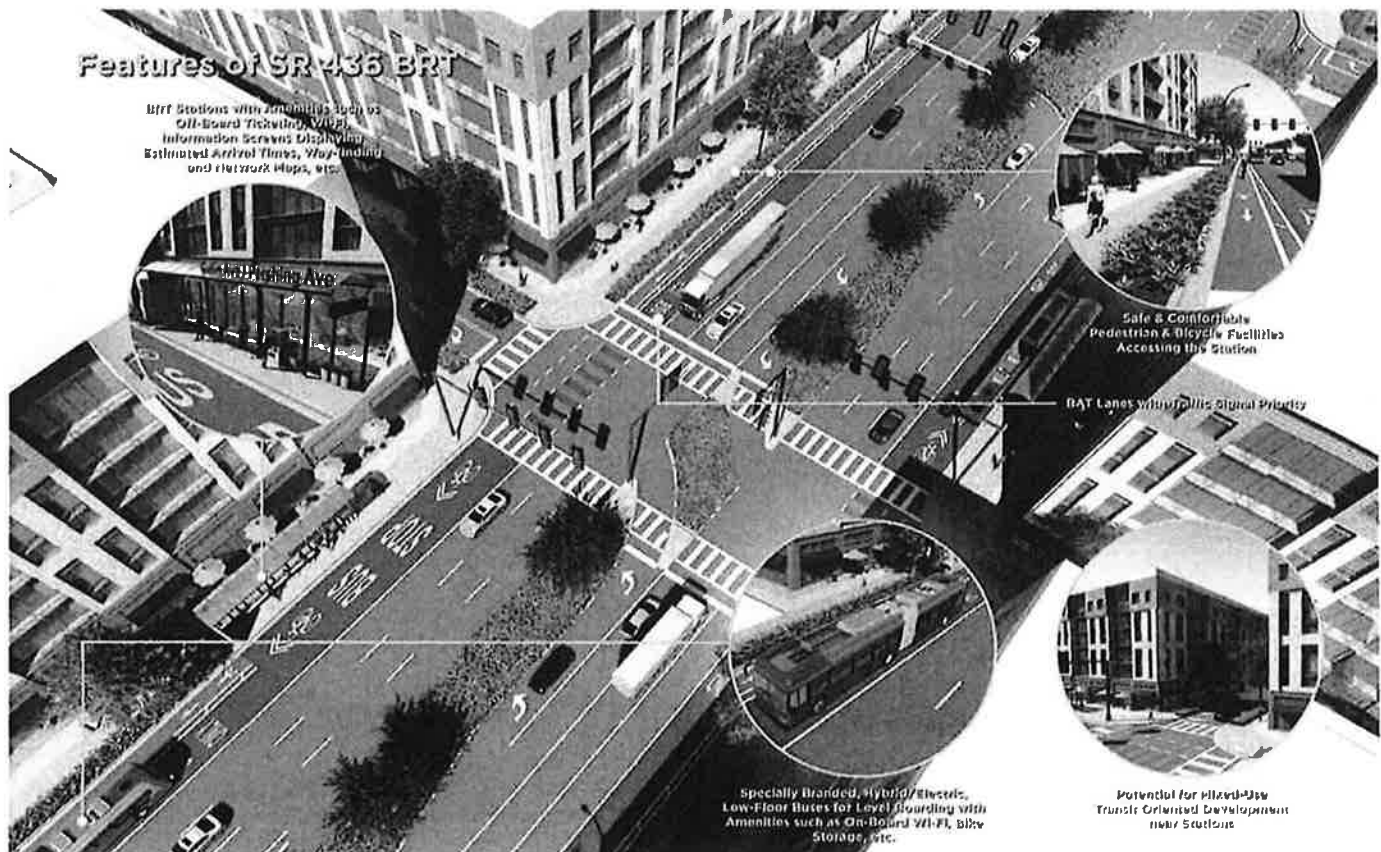
Orlando, FL

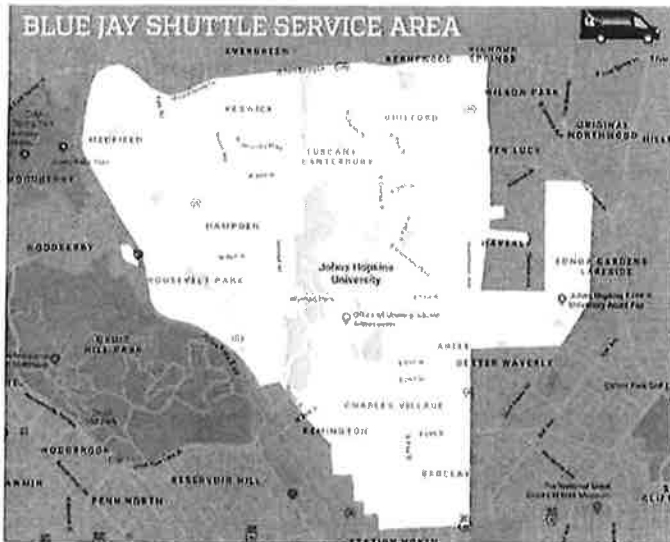
### Client Name, Title, Address and Phone Number

Myles O'Keefe  
Senior Planner  
Lynx  
455 North Garland Avenue  
Orlando, FL 32801  
407-254-6076

## Relevance to this Contract

- / *Transit System Planning: Corridor analysis including ridership forecasting, station planning, and multimodal connectivity*
- / *Innovative Service Delivery/Transit Service Planning: use of open-source data formats and software to build a trip-routing engine to simulate the impact of the proposed alternatives on a trip-by-trip basis*
- / *Public Involvement and Stakeholder Relations: Led working group to examine health, social, economic, and environmental impacts of transit alternatives on affected communities in seven local jurisdictions*





## John Hopkins University Hospital Saferides Evaluation

Baltimore, Maryland

### Firms Representatives on Project/Key Staff Involved

Veronica McBeth (Associate Planner)

### Location of Office that Managed Project

Baltimore, MD

### Client Name, Title, Address and Phone Number

David McDonough  
Senior Director  
Johns Hopkins University Hospital  
1101 East 33rd Street, Suite E100  
Baltimore, MD 21218  
410-516-8767

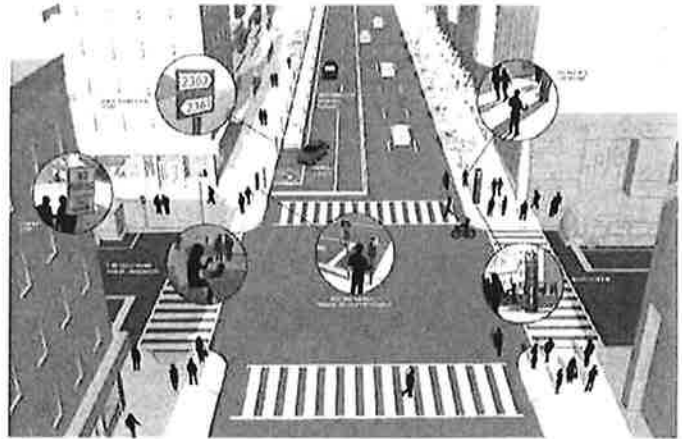
## Relevance to this Contract

- / Innovative Service Delivery: evaluated effectiveness of a partnership with a Transportation Network Company
- / Transit Service Planning: applied transit service performance metrics to evaluate effectiveness of a MaaS solution

## DESCRIPTION

Johns Hopkins Medical Institutions (JHMI) created SafeRide, an on-demand transportation service that directly pays for Lyft rides for participants. The purpose of the project was to provide an evaluation of service and operations of the SafeRide program and to provide recommendations, analysis, and near-term changes to address the unexpectedly high cost of the program while meeting as many of the program's goals (secure, reliable, and convenient point-to-point transportation) and objectives as possible.

Kittelison's evaluation is intended to provide Johns Hopkins with direction regarding enhancements to its existing services and recommendations for long-term planning to address expanded ridership, financial sustainability, and varied transportation options to address increasing ridership needs. This phase will provide Johns Hopkins with a better understanding of potential service change options and their potential impacts on operating cost, quality of service, and ridership.



## ParkDC Demand-Based Parking Pricing

Washington, DC

### Firms Representatives on Project/Key Staff Involved

Gibran Hadj-Chikh (Senior Principal Planner) Jamie Henson (Associate Planner) and Alek Pochowski (Project Manager)

### Location of Office that Managed Project

Washington, DC

### Client Name, Title, Address and Phone Number

Soumya S. Dey  
Associate Director, Transportation Operations  
District Department of Transportation  
55 M Street, SE, suite 400, 4th Floor  
Washington, DC 20003  
202-671-1369

## Relevance to this Contract

- / Innovative Service Delivery: Direct experience developing, implementing, and analyzing curb management strategies that can integrate with local transit services and multiple MaaS solutions

## DESCRIPTION/BRIEF NARRATIVE

Kittelison worked with the District Department of Transportation (DDOT) to plan and implement a demand-based parking pricing system in the Penn Quarter and Chinatown neighborhoods of Washington, DC. The pilot initiative was used as a



## The National Academies of Sciences, Engineering and Medicine (NCHRP) - Report 118

Washington, DC

**Firms Representatives on Project/Key Staff Involved**  
Abby Morgan (Senior Engineer)

**Location of Office that Managed Project**  
Washington, DC

**Client Name, Title, Address and Phone Number**  
Andrew C. Lemer, PhD  
Transportation Research Board  
The National Academies of Sciences,  
Engineering and Medicine (NCHRP)  
500 Fifth Street, NW  
Washington, DC 20001  
202-334-397

### Relevance to this Contract

- / Innovative Service Delivery: leading research in how MaaS and related technologies will affect transportation and land use planning

### DESCRIPTION

Kittelson wrote the first national guidebook for state DOTs and local agencies on the impacts that transformational technologies have on land use and transportation for NCHRP Project 08-117. This guidebook helps agencies include new technologies in infrastructure investment and long-range planning decision making. The assessed technologies include: CAVs, MaaS, drones, micromobility (including bikeshare and e-scooters) and e-commerce.

Kittelson's work included a literature review on these impacts and a one-day workshop with leading transportation decision-makers and industry experts to

identify appropriate planning and local policy actions that promote the beneficial effects of transformational technologies and reduce potential adverse effects. This project focused on urban as well as rural land use and transportation impacts.

Kittelson's work on this research program has given it insight as to the risks and opportunities associated with each of the technologies being considered by DCTA. This will allow us to integrate an appropriate technology strategy into each task order executed under this contract.

## USDOT Connected Vehicle Pilot Deployment

New York City, NY, Wyoming and Tampa, FL

**Firms Representatives on Project/Key Staff Involved**  
Abby Morgan (Senior Engineer)

**Location of Office that Managed Project**  
Oakland, CA

**Client Name, Title, Address and Phone Number**  
Kevin Balke  
System Reliability Division  
Texas A & M University  
Gilchrist, Room 160  
College Station, TX 77843  
979-845-9899

### Relevance to this Contract

- / Innovative Service Delivery: Responsible for conducting current evaluations of USDOT-funded connected vehicle pilots covering a range of use cases and operating environments.

### DESCRIPTION

Kittelson was responsible for providing independent review for the US Department of Transportation's (USDOT) Connected Vehicle (CV) Pilot Deployment Program, a national effort to design, deploy, and test state-of-the-art, vehicle-to-vehicle (V2V), vehicle-to-infrastructure (V2I), and mobile device CV applications. Kittelson was responsible for developing the analysis, modeling, and simulation (AMS) plans for each of the three pilot deployments:

- / New York City, NY: New York City is evaluating CV applications on vehicles in the largest bus fleet in the United States. CV applications to be tested in NYC include V2V safety; V2I/I2V safety; and V2I/I2V pedestrians.
- / Wyoming I-80: The Wyoming Connected Vehicle Pilot aims to reduce the impact of diverse weather on travel along the 402-mile-long I-80 corridor in Wyoming by deploying several CV applications to support advisories, roadside alerts, and dynamic travel guidance for freight and passenger vehicles.

**MARYLAND TRANSIT ADMINISTRATION**  
**BUS RAPID SYSTEM #355**  
Montgomery County, Maryland

## FORT LAUDERDALE TRANSIT ORIENTED DEVELOPMENT STUDY

Fort Lauderdale, Florida

### Summary/Description of Work

Kittelson is working on the Next Stop Fort Lauderdale Planning Study, a transit-oriented development (TOD) study funded by the Federal Transit Administration and a key step in advancing the City's vision. The Fast Forward Fort Lauderdale Vision stated that neighbors wanted a multimodal community where there was choice on how to get around by car, transit, bicycle or walking.

Kittelson led a team of experts exploring mechanisms that the city can use to foster walkability, connectivity, and livability. The goal has been to provide the City with guidance to create these livable and accessible places where people can live, work and play. The team engages with key community groups and public and private stakeholders through various methods to gather meaningful input as part of a comprehensive engagement process.

The outcomes of this study will provide the city with various tools to address multimodal street prioritization, land development regulations, market supply and affordable housing, transportation demand, and interagency coordination challenges within the planning area.

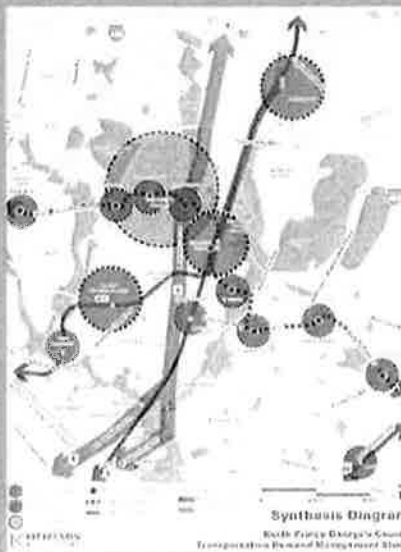
## M-NCPPC TRANSPORTATION ACTION PLAN FOR URBAN COMMUNITIES

Prince George's County, Maryland

### Summary/Description of Work

Kittelson led an interdisciplinary team to create a comprehensive set of strategies for the North County Transportation Action Plan in Prince George's County, Maryland. The area includes University of Maryland at Baltimore, University of Maryland College Park, and M Square/Discovery District stations and is situated between Langley Park and Riverdale Park Purple Line stations. Similarly to the New Carrollton Station, the area is a major regional job destination and is served by Metrorail and MARC commuter rail, albeit along CSX's freight track, which creates a major barrier with few crossings. An integrated suite of transportation, land use, parking management, and development review strategies has been designed to leverage existing Metrorail and Purple Line station areas so imminent development and densification brings needed infrastructure, right-sized parking, and more efficient transit options to the growing numbers of residents, employees, and visitors within this constrained and congested roadway network.

The study integrates the plans and policies of the County; four municipalities, including Hyattsville and College Park; and the main campus of the University of Maryland. The team's Action Plan is providing a series of strategies designed to enable a major shift of local trips away from the private automobile, which include a priority set of near-term actions to complete the active transportation network, an increase in the walkability of new development, improvements to bus transit service connectivity, management of parking supply, and coordination of the public and private efforts of the many factors working and investing in the study area. The study team engaged municipal, transit provider, non-profit and University decision-makers, as well as developers, County and State officials, and agency partners to create an Action Plan that positions each of these entities to understand and enable the decisions needed to harness change toward a shared vision.



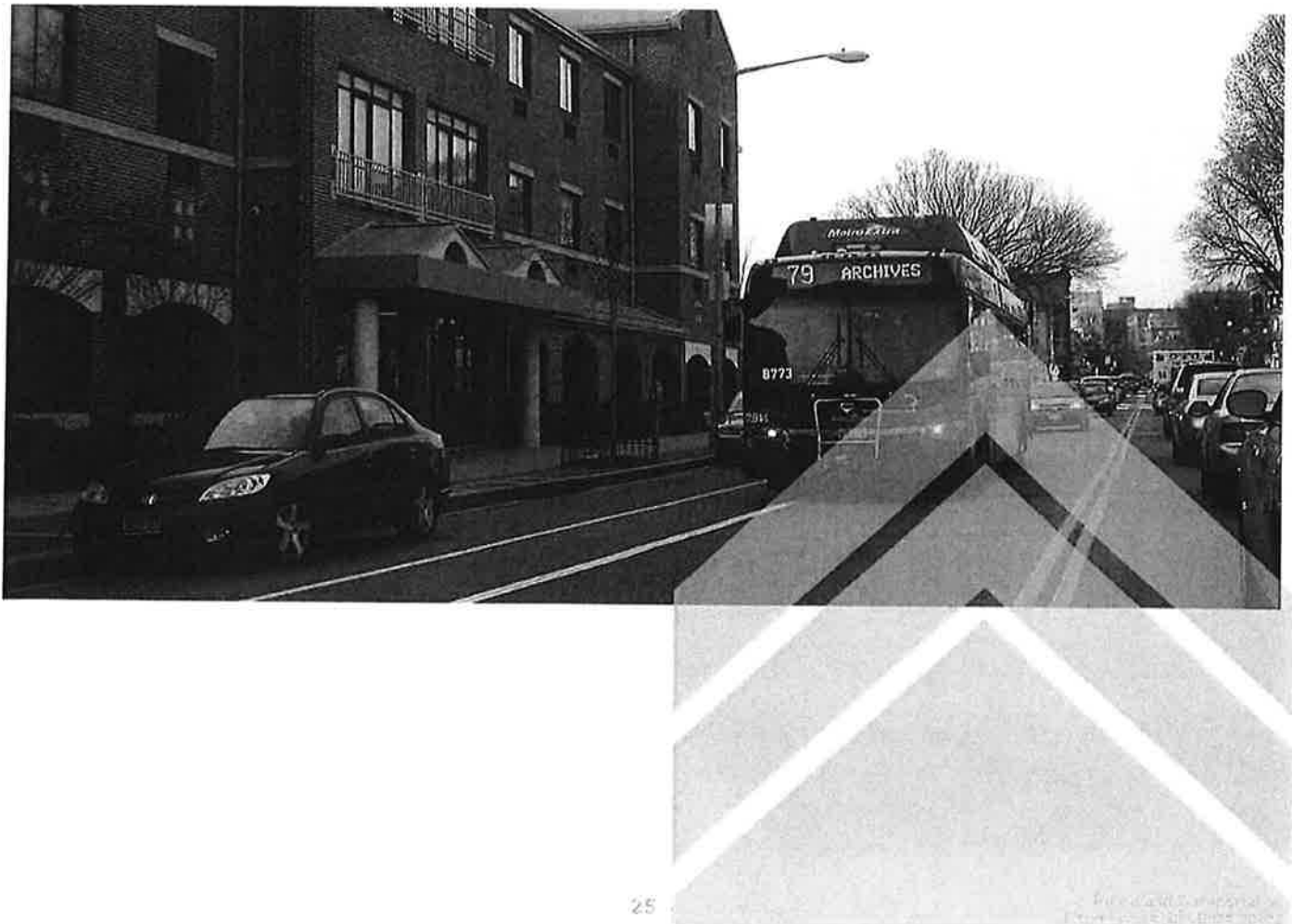
## SW RIVERFRONT TO GEORGIA AVE STREETCAR STUDY

Washington, DC

### Summary/Description of Work

Kittelsohn led the Alternatives Analysis at up to 125 signalized intersections in the 10-mile study corridor, including a detailed bus service impact analysis, bus route planning, bicycle and pedestrian safety analysis, public engagement, and detailed traffic simulation. Much of the analysis focused on multimodal traffic operational issues and areas of conflict due to the introduction of streetcar onto Georgia Avenue NW and other key corridors in Washington, DC. The analysis included existing, no-build, and three Alternatives for Opening Year and 2040 conditions, while considering a range of options, including mixed-traffic streetcar, dedicated transit lanes, center running streetcars, and curbside streetcar lanes. A range of transit priority treatments were considered for bus and streetcar operations, including dedicated transit lanes, queue jumps, transit signal priority, off-board fare collection, and strategies for more streamlined boarding and alighting.

- / A detailed site inventory and data collection on nearly 40 miles of city streets
- / A volume, speed, and vehicle classification evaluation
- / Volume development using MWCOC's travel demand model
- / Intersection operations analysis and simulation at approximately 125 signalized intersections for up to three alternatives and nine scenarios (Existing, Opening Year, and 2040)
- / A bus service impact analysis
- / A multimodal safety evaluation
- / A bicycle and pedestrian impact evaluation
- / Participation in three public meetings



## **SR50 TRANSIT CORRIDOR STUDY (PUBLIC INVOLVEMENT & STAKEHOLDER RELATIONS)**

**Orlando, Florida**

### **Summary/Description of Work**

Kittelison led the multidisciplinary team in conducting the SR 50 / UCF Connector Alternatives Analysis. The SR 50 Corridor between the western county line to SR 434 and up to UCF forms a key economic lifeline of the region, with 130,000 jobs and several activity centers. It serves the country's second largest university (UCF), Orlando's Downtown, a growing college, other business centers, regional malls, and a hospital. SR 50 is also a key regional transportation link serving the highest performing transit routes and connecting to the new SunRail Commuter Rail.

Through this project, the Kittelson team not only gained an understanding of the transit environment and potential in the Orlando region, but integrated the needs of existing transit users (largely transit-dependent) with the needs of future transit riders and the goals of communities and private sectors. This study became a catalyst for energizing an emerging neighborhood of young professionals and pioneer developers (Mills50 group) and challenged transit as a key factor of re-inventing an aging suburban corridor. It prompted challenging yet necessary dialogue among LYNX, FDOT, and the municipalities, about balancing the vehicular capacity to accommodate transit, and pedestrian and bicycling mobility.

The study provided a clear understanding of the transit demand, the range of potential solutions, and concluded with a proposed Bus Rapid Transit (BRT) line as the locally preferred solution for addressing the corridor's transit needs.

The Kittelson Team worked with LYNX to balance all the needs along the Corridor and to think outside the box on short-term and implementable solutions for a growing Corridor. This project will prepare the region for the eventual BRT expansion to UCF (connecting it to downtown Orlando) and further the momentum of premium transit in the region. At the same time, the Kittelson team planned a very cost effective first segment of the project from Powers Drive to Goldenrod Road, having a projected ridership of 14,300 riders/day, costing \$36 million in capital cost, \$2 million/year in operation and maintenance cost, and saving 7 minutes per average trip.

Following the successful completion of the SR 50 AA and the selection of BRT as a locally preferred alternative, Kittelson was contracted by MetroPlan Orlando to conduct the first transportation Health Impact Assessment (HIA) in the region. The goal of the SR 50 HIA was to help inform decision makers, planners, community members, and other stakeholders about the likely health, social, economic and environmental impacts associated with the proposed SR 50 BRT service. Kittelson directly connected the goals and outcomes of the SR 50 AA to potential health-related outcomes through a research-driven process, partnering with UCF to research the linkages between health and multimodal planning. The study included analyses of the potential changes in community physical activity levels, job access, housing and transportation costs, traffic safety, education access, and access to healthy foods. The Study concluded with a list of policy, system, and corridor-level recommendations for various public agencies and community organizations to implement in the short and long-term.

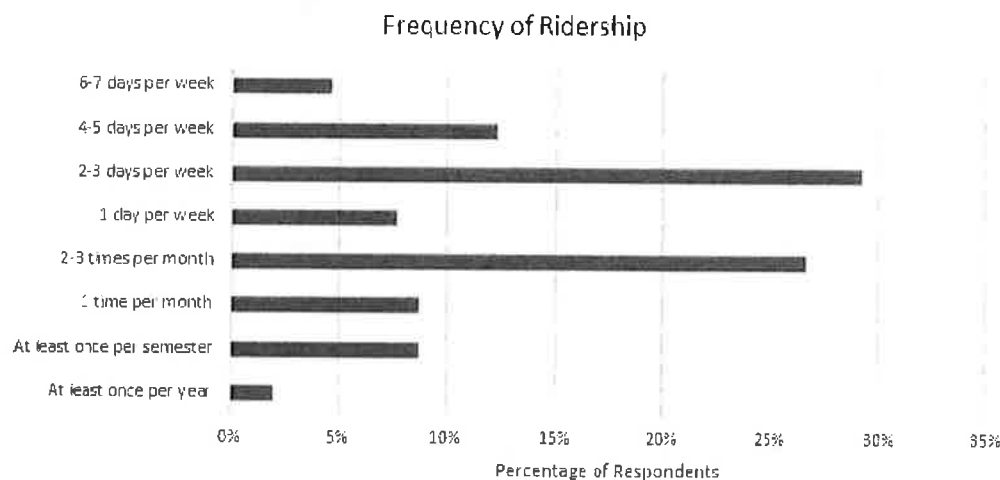
## COLLEGETOWN NETWORK SHUTTLE EVALUATION

Baltimore, Maryland

### Summary/Description of Work

The Baltimore Collegetown Network (BCN) works with local colleges, businesses, government, and community leaders to market Baltimore as a vibrant place to live and learn. One of BCN's key initiatives is the Collegetown Shuttle, which connects college students to shopping, cultural amenities, and other local colleges and universities. The Collegetown Shuttle currently serves six (6) local colleges (Goucher College, Towson University, College of Notre Dame of Maryland, Loyola University, The Johns Hopkins University, and MICA) and serves over 80,000 riders annually. In November 2010, Kittelson led a study to review and analyze existing shuttle service operations and recommended modifications to improve operations (e.g. headway, span of service, hours of operations, etc.). Furthermore, Kittelson provided guidance on potential route options to Morgan State University, maximizing convenience and efficiency. Specific route options included splitting the current route into various loop options, terminating the route at Penn Station, and adding a new shuttle to connect Morgan State University to the remainder of the system.

In 2018, JHU contacted Kittelson again to conduct an analysis to evaluate the existing Collegetown shuttle service operations and provide guidance on route options that will maximize convenience and efficiency. Additions or subtractions of service routes to the network are being reviewed along with whether other universities will benefit from being added. Data Analysis from those being service is being used to recommended improvements.



# PRICING

The table below summarizes our pricing by labor category. Labor category rates include a 3% escalation as rates will be locked for the initial three-year term.

We take a strategic approach in developing project teams, capitalizing on senior expertise while still incorporating staff often across multiple staff categories. This helps ensure key objectives are met while remaining cost-effective. As part of the scoping process for task orders, we will develop individual project teams and have resumes available for any staff additions.

Labor Category	Staff Included	Fully Loaded Rate
PROJECT MANAGER	Gibran Hadj-Chikh	\$320
SENIOR PRINCIPAL PLANNER	Mary Raulerson	\$277
PRINCIPAL PLANNER	Jane Lim-Yap, Yolanda Takesian, Susan Wright, Paul Ryus, Laurence Lewis	\$234
ASSOCIATE PLANNER	Jamie Henson, Patty Hurd, Veronica McBeth, John Paul Weesner	\$204
SENIOR ENGINEER	Abby Morgan, Jorge Barrios, Alek Pochowski	\$173
ENGINEER/PLANNER	Like Liu	\$134
TRANSPORTATION ANALYST	TBD	\$112
TECHNICIAN I	TBD	\$92
TECHNICIAN II	TBD	\$113
SENIOR TECHNICIAN	TBD	\$136
ASSOCIATE TECHNICIAN	TBD	\$162
DATA ANALYST/SOFTWARE TECHNICIAN	TBD	\$73
DATA SCIENTIST/DEVELOPER	TBD	\$173
SENIOR DATA SCIENTIST/DEVELOPER	TBD	\$200
PRINCIPAL DATA SCIENTIST/DEVELOPER	TBD	\$266

# APPENDIX

See the following pages you can find all required forms completed and signed.

**SOLICITATION OVERVIEW AND ENDORSEMENT**

<b>SOLICITATION No./TYPE</b>	20-02 Request for Proposals		
<b>TITLE</b>	Transit and Transportation Planning Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	November 14, 2019 10:00 am CST	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive Suite 260 Lewisville, TX 75057
<b>QUESTIONS DUE</b>	November 21, 2019 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	November 27, 2019 by 5:00 pm CST
<b>DUE DATE/TIME</b>	December 10, 2019 at 3:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	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		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Sarah Martinez procurement@dcta.net or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>Prior to the time and date indicated above, all bid/proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Sarah Martinez SOLICITATION #20-02 Lewisville, Texas 75057</p> <p><b>Bid/Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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>		
<b>ACCEPTANCE PERIOD</b>	BIDS/PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	<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 <a href="http://www.dcta.net">www.dcta.net</a></p>		
<b>DBE GOAL</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE goal 0%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	<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>		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
<b>BUSINESS NAME</b>	Kittelton & Associates, Inc.		
<b>CONTACT NAME</b>	Adam Burghdoff, PE	<b>TITLE</b>	Associate Engineer
<b>TELEPHONE</b>	407-373-1116	<b>EMAIL</b>	aburghdoff@kittelton.com
<b>ADDRESS</b>	20 West Kinzie Street, 17th Floor Chicago, IL 60654		
<b>SIGNATURE</b>			<b>DATE</b> December 10, 2019



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

November 26, 2019

# ADDENDUM NO. 1

## RFP 20-01

### Transit and Transportation Planning Services

#### Changes:

1. Delete and replace first sentence of second paragraph of Proposal Submittal Information section of RFP with the following:

The respondent shall submit one (1) signed hardcopy original, four (4) hardcopies and one (1) electronic copy (USB Flash Drive) of the proposal in the described proposal format.

#### Attachments:

- 1) Q&A Spreadsheet

***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.***

Sarah Martinez,  
Director of Procurement, CPPB

Acknowledged by Kittelson & Associates, Inc./Adam Burghdoff, PE Date: December 10, 2019  
Firm/Representative



# BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)  
Kittelson & Associates, Inc.

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number  
93-0964447

4. Business Mailing Address (include City/State/Zip Code)  
20 West Kinzie Street, 17th Floor, Chicago, IL 60654

5. Business Email Address  
www.kittelson.com

6. Business Telephone Business Fax Number  
410.949.5308

7. Business Type  
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business  
34

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

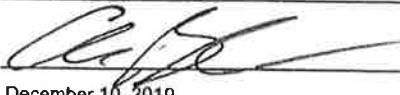
24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  
☐ Yes ☒ No

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).

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 Adam Burghdoff, PE  
Title Associate Engineer  
Signature of Owner   
Date December 10, 2019  
Email Address aburghdoff@kittelson.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, Adam Burghdoff, PE (Name of certifying official), the Assoc. Engineer (title or position of certifying official) of Kittelson & Associates (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: Associate Engineer

Date: December 10, 2019

**NON-COLLUSION AFFIDAVIT*****This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder/proposer, Kittelson & Associates, Inc., 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

Adam Burghdoff, PE, Associate Engineer  
 Name and Title of Authorized Company Representative

December 10, 2019  
 Date

Subscribed and sworn to before me on 12/9/19 (Date)

(Notary Seal)

  
 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.**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 &amp; 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

December 10, 2019

\_\_\_\_\_  
Date

**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 Kittelson & Associates, Inc.

Name and Title of Contractor's Authorized Official Adam Burghdoff, PE - Associate Engineer

Signature  Date December 10, 2019

## LOBBYING RESTRICTION CERTIFICATION

*This certification must be completed and submitted with the proposal*

The undersigned Contractor, Kittelson & Associates, Inc., certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, Kittelson & Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Adam Burghdoff, PE, Associate Engineer

Name and Title of Contractor's Authorized Official

December 10, 2019  
Date

## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Award of Agency-wide Print Contract

### Background

A request for proposals was issued on March 4, 2020, seeking one or more firms to provide a variety of marketing, administrative and operational printing services on an as-needed basis. Two thousand, two hundred and two (2,202) entities viewed the documents on the electronic procurement platform used by DCTA.

On April 6, 2020, DCTA received six (6) proposals in response to the RFP.

1. Signarama
2. Alpha Graphics
3. Kramer Madison
4. Mountain Commercial Graphics
5. Print Team
6. Riot Creative Imaging

Staff conducted a review and evaluation of the proposals and is recommending award to Signarama and Riot Creative Imaging.

### Identified Need

This RFP was conducted as a result of the July 2020, expiration of the existing three-year print contract. Establishing long-term print contracts enables staff to have a single point of contact for agency-wide printing needs.

The benefits of establishing a long-term print contract results in:

- Efficiency in staff time and overall project turnaround
- Cost-effective printing due to long-term contract
- Consistency with printed project quality and timing
- Familiarity with agency printing needs and deliverables
- Printing project and deadline management due to consistency of print vendors

### Financial Impact

The agreement is for a five (5) year term. The total anticipated cost for the contract is \$560,000 over the five (5) year term. Annual departmental print budgets are incorporated into each fiscal year's budget.

### Recommendation

Staff recommends the Board approve the award of printing services in the amount of \$560,000 and authorize the CEO to execute a contract with Signarama and Riot Creative Imaging.

**Exhibits**

Exhibit 1 – Evaluation Consensus

Exhibit 2 – Request for Proposal Package

Exhibit 3 – Signarama Proposal

Exhibit 4 – Riot Creative Imaging Proposal

Submitted By:   
Christa Christian, CPPB, Senior Procurement Specialist

Final Review:   
Nicole Recker, VP of Mobility Services and Administration

Approval:   
Raymond Suarez, CEO

**EVALUATION SCORE SHEET - CONSENSUS AVERAGES****DCTA REQUEST FOR PROPOSAL 20-07** Print Services

EVALUATOR: \_Evaluation Team\_\_\_\_\_

	MAX PTS	Signarama	Riot Creative Imagine	Print Team	Alpha Graphics	Kramer Madison	Mountain Commercial Graphics
<b>TOTAL SCORE</b>	<b>100</b>	90.66666667	86.66666667	66.33333333	18.66666667	78.66666667	67

**Ranking RFP 20-07 Print Services**

	Signarama	Riot Creative Imagine	Print Team	Alpha Graphics	Kramer Madison	Mountain Commercial Graphics
Eval 1	91	84	77	59	75	78
Eval 2	86	87	66	59	73	65
Eval 3	95	89	56	42	88	58
Average	90.66666667	86.66666667	66.33333333	53.33333333	78.66666667	67
Rank	1 Signarama 2 Riot Creative Imagine 3 Kramer Madison					



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION No./TYPE</b>	Request For Proposal (RFP) 20-07		
<b>TITLE</b>	DCTA Print Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	N/A	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	
<b>QUESTIONS DUE</b>	3/17/20 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	3/20/20 by 5:00 pm CST
<b>DUE DATE/TIME</b>	4/6/20 at 4:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	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		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Christa Christian, CPPB <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p><b>DCTA</b> 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-07 DCTA Print Services Lewisville, Texas 75057</p> <p><b>Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	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 <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	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).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## **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 term of the contract shall be for five (5) years.

### **3. BACKGROUND**

About Denton County Transportation Authority 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**

DCTA is seeking qualified proposers to perform a variety of marketing, administrative and operational printing services on an on-going, as needed, basis throughout the contract period. Work performed is expected to be routine in nature and of a scope normally required by a transit agency. A more comprehensive listing of the types of products expected to be procured under the awarded contract can be found in **Exhibit A – Print Services FY'20**.

Some of the projects include but are not limited to:

- Brochures, rack cards and fliers
- Facility and vehicle signage
- Vinyl Decals
- Banners and foam boards
- Stationary with the agency's logo
- Matching second page stationary that would not require any artwork
- Various sized business envelopes
- Business cards
- Forms
- Bus wraps and exterior decals

Miscellaneous print jobs in limited quantities ranging from one to 10,000 pieces.

DCTA is looking for three different types of firms who have specialized experience in the following types of printing:

- Offset Printing
- Digital Printing

- Specialty/Signage/Large Format Printing

### **GOALS AND OBJECTIVES**

DCTA is seeking professional services from qualified offset, digital and signage Proposers to establish a cost-effective working relationship. These relationships will be of the highest quality, with flexibility for quick turnaround times and strategic printing of materials. DCTA wants to continue its concept model of a printing partnership.

Our hope is that such a continued printing partnership will:

- Create a cost-saving relationship with a high-quality printer(s).
- Allow the agency to track concurrent print jobs, which might be printed together on press to save money.
- Provide seamless mailing services. (Note: We have our own postage permit number.)
- Result in a quick turnaround, when needed.
- Ensure deadlines are met on every printing job.

DCTA's marketing and communications department will be managing the print contract(s). An individual from that department will be identified as the point person for the work to be conducted under the contract that is developed through this RFP and will monitor those activities for the duration of the contract.

### **QUANTITIES**

The exact quantities and products will change based upon business necessity and cannot be predicted with exact certainty. Estimated print quantities can be found in **Exhibit A – Print Services FY'20** in this RFP.

DCTA is seeking proposals that will identify quantity price discounts at pre-determined levels for standard and non-standard print jobs using both camera-ready copies supplied by DCTA as well as artwork designed and maintained by the selected proposer.

### **TECHNOLOGY CAPABILITIES**

Proposer must have the technology capabilities required to perform the proposed activities in this RFP. At a minimum, proposer must have capability to submit invoices electronically. If the proposer is able to provide electronic ordering and tracking capabilities, please specify. In addition, proposer should describe all their technological capabilities related to printing services.

### **PRINT GRAPHIC FILES**

DCTA will provide digital art files electronically either via email or a Dropbox link. All art files are created using the following Mac and PC-based software programs (Adobe Creative Suite 6 (CS6) or high-resolution PDF).

The proposer must be able to accept and use the data provided on any of the above software programs. PDF files require a full version of Adobe Acrobat by the proposer and must be able to modify all file formats provided by DCTA to make corrections at proofing stage.

Proposer will evaluate the digital files upon receipt and immediately notify DCTA, within 24

hours, of any problems encountered with those files. The proposer will provide trapping of colors, adjust files to secure highest quality of printing from press and stock and adjust files for creep to ensure proper trimming/finishing.

### **PRESS CAPABILITIES**

Colors/Inks/Effects: Exact color(s) will be identified within each project specification. Each project will specify one-color or four-color process printing [CMYK], using Solvent or UV inks, laminates or flood UV coatings, bleed or non-bleed. Standard ink densities as established for printing must be maintained. The majority of signage projects in this contract are exposed to outdoor elements (weather, cold, heat, humidity, sun, rain, wind, etc.).

### **PAPER STOCK / SUBSTRATE**

The substrate(s) and finishes will be specified per project. Stocks such as, but not limited to:

- Book/text stock
- Cover stocks
- Styrene or ridged plastic (polyethylene materials)
- One-way window film
- Coroplast
- Foam core board
- Transit (changeable and permanent) vinyl (3M series, Flexcon Busmark, Avery products)
- accepted)

Each job order will specify stocks and finishing necessary. DCTA will work with the selected proposer(s) to identify a “brand standard paper stock” that will be used on agency printing materials at no extra cost with a stock guarantee and suitable substitute paper stock if “brand standard paper stock” is not available.

### **PROOFING AND ALTERATIONS**

- Proofs are required on all printing jobs. PDF proofs will be acceptable on most print jobs showing final dimensions, content and layout to represent final product.
- If a hard copy proof is required it will be specified at the time of order and take a maximum of four (4) business days to be sent to DCTA for review for no additional charge.
- When hard copy proofs are required, the Proposer shall provide press matchable proofs for approval prior to printing. Proof(s) must represent final color and quality of finished product.
- The color proof can be at a smaller size but must be on specified substrate.
- The proposer must consider additional time required for handling proofs and making changes in order to complete printing and delivery by a specified date.
- Proposer must also account for the cost to ship proofs to DCTA and the cost to ship back to the proposer, via a prepaid shipping label, when estimating each job.
- DCTA will require 24 hours to review proofs for each print job.

#### *Alterations for Proofs*

- The proposer may be required to make minor type or image alterations at blue line stage (after final art submitted). These changes will be minimal type changes (i.e., spelling, grammar etc.) or image change(s).
- The proposer shall provide an hourly production charge, in addition to the cost for the new proof, if necessary.

- Second proofs will be provided to DCTA electronically.
- If changes are required by DCTA after printing plates are produced, the proposer must provide additional cost(s) to remake the plate(s).

#### **PRINT QUALITY**

The highest quality printing is required. Printing is to be produced in register, without defects such as but not limited to:

- Hickeys
- Streaks
- Scratches
- Ghosting on images
- Water spots on solids or images.

Solids are to be smooth, full-coverage with even inking without streaks on solid color or images, and no banding on graduated tones. Industry standards for ink density must be maintained for specified substrate/stock(s). The appropriate amount of ink on substrate is required. The proposer must provide correct trimming, die-cutting, and binding as detailed within each project work order.

#### **FINISHING / BINDERY**

Finishing will be identified within each project specification such as, but not limited to:

- UV laminate
- Adhesive-backed
- Mount or applied to other substrates
- Glued spine
- Wire-o or plastic coil bindery
- Final trim
- Drilled
- Grommets
- Velcro

#### **PACKAGING & LABELING OF CARTONS**

Each sealed carton will be labeled on the top and side so the labels are clearly visible when delivered. Each carton will be labeled with the job name, description and quantity per package.

#### **DELIVERY AND INSTALLATION**

Proposer shall provide delivery services for the following locations. Delivery is required to one up to four local addresses within the DCTA service area. Variances will be detailed on project order specifications.

DCTA is also in need of print collateral installation services and each proposer should be equipped with staff and skill to install materials on the agency's vehicles. See below for more details:

#### **Installation for Rail Vehicle and Platform Decals/Signage (Interior and Exterior)**

- Four hours for installation (timing may vary based on project – this is an estimate)

- Include the preparing of surface, installation and clean up as well as drive time to and from installation site to be provided by DCTA.

**Installation for Bus Wraps and Decals (Interior and Exterior)**

- Six hours for installation (timing may vary based on project – this is an estimate)
- Include the preparing of surface, installation and clean up as well as drive time to and from installation site to be provided by DCTA.

**DCTA Administrative Offices**

1955 Lakeway Drive  
Suite 260  
Lewisville, TX 75057

**DCTA Rail Operations and Maintenance Facility**

640 TX-121 BUS  
Lewisville, TX 75067

**DCTA Bus Operations and Maintenance Facility**

1101 Teasley Lane  
Denton, TX 76205

**DCTA Downtown Denton Transit Center**

604 E Hickory Street  
Denton, TX 76205

Proposer shall provide for the pickup and delivery to proposer's place of business of any services required to be completed at another location. Such service and costs shall be included in the Proposer's fees.

Inside delivery is required on all orders and shipments to the DCTA administrative office and Downtown Denton Transit Center (DDTC). Deliveries to the rail and bus facilities may use the vehicle maintenance bays. For larger print jobs that need to be shipped by freight, the freight terms shall be FOB destination, prepaid.

Deliveries may be made Monday through Friday, excluding DCTA holidays, and will be accepted between the hours of 9 a.m. and 4 p.m. to the address provided at the time of order.

**CUSTOM WORK: BUDGETARY LINE ITEMS**

- Within this contract there will be a need for custom print project(s), and, on occasion, there is a need for a "special" design and format.
- These custom projects will utilize the printing inks, paper stocks and equipment needed for all finishing and bindery treatments referenced in this Scope of Work.
- These print projects may not be identified in the schedule of specific print examples required under this contract but are capable of being produced within all printing elements identified in this Scope of Work.

## **ORGANIZATION AND PERSONNEL REQUIREMENTS**

DCTA is seeking printing companies with the requisite skills and abilities to perform the work being sought through this RFP. The selected companies must have at least three (3) years of experience providing printing services as a turn-key printing facility, producing quality printing.

DCTA reserves the right to conduct a site visit at any time of the proposers' and/or subcontractors' printing or finishing facility.

- Proposer must have 100% control of scheduling for their printing facility being used for this contract.
- Proposer shall have a satisfactory record of performance for contracts of a similar scope.
- Proposer shall have adequate financial resources and demonstrate financial stability.
- Proposer shall include any credentials from any certifying organization that attest to the capabilities of the organization or of any of the individuals employed by the organization that will be working on the proposed project.
- Proposer shall operate a minimum of one shift, five days per week (two shifts are ideal).
- Proposer shall have pre-press capabilities from pre-flight of files to proofing stage to direct-to-print in-house.
- Proposer shall provide color calibrated proofs matchable on press/printing equipment.
- Proposer shall include descriptions of the services it proposes to provide in completion of the Services. In addition, proposers shall include descriptions of any services not listed in this section that proposer is willing to provide.

## **PRICE PROPOSAL INSTRUCTIONS**

DCTA is looking for three different types of printers who have specialized experience in the following types of printing:

- Offset Printing
- Digital Printing
- Specialty/Signage/Large Format Printing

Proposers shall provide pricing at three different price breaks for all jobs that they are able to complete from the list below. Proposers shall provide the specific brand of substrate being quoted. If shipping charges would be applicable for any of the following jobs, please specify that additional amount.

***Examples of DCTA offset and digital printing projects and specs can be found in Exhibit A – Print Services FY'20.***

Installation for Rail Platform Decals

- 2 hours for installation
- Include the preparing of surface, installation and clean up as well as drive time to and from installation site. (2998 N. Stemmons Freeway, Lewisville, Texas 75077)

Contractor to utilize the most cost-effective and quickest type of printing (offset, digital, etc.) that will deliver quality print materials to DCTA in the time specified for each project at no extra cost.

## **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)
  - Summarize the key points of the proposal
  - Describe the respondent's approach to the project as well as key personnel and project manager.
  - Be signed by an officer of the firm or lead firm capable of contractually engaging the company.
- Table of Contents
  - A table of contents should be included as the second page of the proposal with each section of the proposal included and with a page number for the first page of each section.
- 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, EXPERIENCE AND REFERENCES**

- 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.
- Please list any special certifications by firm and/or key employees
- 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 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.

## **TAB 3: PRINT SAMPLES**

Provide various samples demonstration printing for projects of similar nature. When scoring, DCTA will give special attention to the following criteria:

- Quality of printing samples
- Color – Vibrant and sharp; contrast in color; degree of tones in an image (ranging from highlight to shadow)
- Ink's appearance on paper (no spots)
- Is the sample color clean, or are there areas where the ink splatters and blotches?
- Are the traps clear, or do you notice traps around images?

- Project form – Quality of the binding, bleeds, die cuts, scores and folds.
- Paper choice – Does the printing show off the high image quality with sharp and clean color? Is the type clear and easy to read?
- How many samples were attached? Did the samples reflect several types of printing projects?
- On one- or two-color samples, are the levels of color sharp and crisp?
- Are the black inks solid black?

#### **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. Proposers shall provide pricing at three different price breaks for all jobs that they are able to complete from the list below. Proposers shall provide the specific brand of substrate being quoted. If shipping charges would be applicable for any of the following jobs, please specify that additional amount.

***Examples of DCTA offset and digital printing projects and specs can be found in Exhibit A – Print Services FY'20.***

- Provide estimated pricing for graduated quantity levels.
- Discuss any creative pricing or payment options to best need DCTA's stated budget.
- Specialized experience in the following types of printing:
  - Offset Printing
  - Digital Printing
  - Specialty/Signage/Large Format Printing

#### **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:

- Attachment A Business Questionnaire
- Attachment B Prohibition of Contracts with Companies that Boycott Israel
- Attachment C Form CIQ Conflict of Interest Questionnaire
- Attachment 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 award based on the best value to the agency. Evaluation will be based on the following criteria:

SCORING CRITERIA	WEIGHT
<b>Qualifications, Experience and References</b>  Experience of the company and its staff in providing the products and services for projects of similar nature; experience working with public agencies; projects similar in type and scope that have been completed by the respondent in last 36 months will be evaluated.  Provide a minimum of three (3) references within last 36 months, complete with a brief summary of services provided, as well as address and telephone number of government, non-profit or transit agency for whom the Contractor has provided similar printing services  special certifications by firm and/or key employees.	25
<b>Project Approach</b>  Understanding of project requirements; how the project approach will meet the project requirements; overall quality and detail of the proposed project approach; logic, clarity and specificity of the project approach and proposed project management. When scoring, DCTA will give special attention to the following criteria: <ul style="list-style-type: none"> <li>• Overall quality, customer service, location and facilities the printer owns</li> <li>• Type(s) and number of press(es)</li> <li>• Capabilities (offset, digital, signage)</li> <li>• Project management capabilities</li> <li>• Willingness and ability for contractor to discuss upcoming projects, provide samples, and assist with crafting project specifications</li> </ul>	25
<b>Print Samples</b>  Provide various samples demonstration printing for projects of similar nature. When scoring, DCTA will give special attention to the following criteria: <ul style="list-style-type: none"> <li>• Quality of printing samples</li> </ul>	25

<ul style="list-style-type: none"> <li>• Color – Vibrant and sharp; contrast in color; degree of tones in an image (ranging from highlight to shadow)</li> <li>• Ink's appearance on paper (no spots)</li> <li>• Is the sample color clean, or are there areas where the ink splatters and blotches?</li> <li>• Are the traps clear, or do you notice traps around images?</li> <li>• Project form – Quality of the binding, bleeds, die cuts, scores and folds.</li> <li>• Paper choice – Does the printing show off the high image quality with sharp and clean color? Is the type clear and easy to read?</li> <li>• How many samples were attached? Did the samples reflect several types of printing projects?</li> <li>• On one- or two-color samples, are the levels of color sharp and crisp?</li> <li>• Are the black inks solid black?</li> </ul>	
<b>Price</b> 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 needs. The reasonableness and adequacy of the proposed price, as compared to the other price proposals submitted for the project.	25
<b>Total</b>	100
<b>Required Forms and Certifications</b> 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

Award will be made to the responsible firm 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](mailto: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.

**EXHIBIT A – PRINT SERVICES FY'20**

This chart provides examples of the type of orders to be placed against this contract and the quantity represents the typical number of pieces printed per order.

**Offset / Digital Printing**

Project Description	Size	Paper /Substrate	Printing /Binding /Folding	Qty
Brochures	8.5"x11"	80# book with the satin aqueous coating	4/4 with bleed, Tri-fold	2,500
Large Brochures	17"x11"	80# Pro digital silk book	4/4 with bleed, Tri-fold	2,500
Rack Cards	3.5" x 8.5"	14pt cardstock	4/4 with bleed	2,500
Community Surveys	11"x17" or 11" x 14"	24# stock paper	4/4 no bleed, if 11x17: folded booklet style to 8.5 x 11	2,500
Passenger Surveys	5.5" x 8.5"	80# cover uncoated	4/4 with bleed	7,500
Direct Mail	7"x5"	80# cover	4/4 with bleed	2,500
Utility Bill Inserts	3.5"x8.5"	100# text	4/4 with bleed	17,000
Small Route Guides	8.5"x14"	60# white opaque smooth text	4/4 with bleed, Trim, fold to final size of 8.5"x3.5"	500–5,000
Large Route Guides	17"x14"	60# white opaque smooth text	4/4 with bleed, Trim, fold to final size of 8.5"x3.5"	500–5,000
Handouts	8.5" x 11"	100# gloss text	4/4 with bleed	1,000
Seat Drops	4.25 x 5.5"	80# gloss cover	4/4 with bleed	2,500
Connect Ticket	2"x4 ¼"	Blue Security paper	Books of 10 tickets	1000
Access Ticket	2"x4 ¼"	Green Security paper	Books of 10 tickets	1000
Promotional Fare Media	3.375" x 2.125"	Plastic with rounded corners, CR80.30 Mil Graphic Quality PVC Cards, same size and thickness as a credit card, CR80 30 mil graphic-quality PVC cards are also known as CR8030, CR80.030 or 80.030-GQ-WH	4/4 with bleed,	150
Informational/Promotional Cards (GO Request, Free Rides, etc.)	3.5"x2"	100# Business Cards	4/4 with bleed	5,000
Customer Courtesy Cards	8.5 x 5.5	67# Green Cardstock	4/4 no bleed	1,000

**Administrative Prints**

Project Description	Size	Paper /Substrate	Printing	Qty
Business Cards	3" x 2"	100# Cover Bright White Matte Vellum Finish	4/4 with bleed	250 / 500
Letterhead	8.5" x 11"	70# Vellum Bright White	4/0 with bleed	1,500
Letterhead 2 <sup>nd</sup> Sheets	8.5" x 11"	70# Vellum Bright White	N/A	1,500
Envelopes	#10 Envelope	70# Vellum Bright White	4/0 with bleed	1,500
Accounting Envelopes	#10 Envelope	White Security Envelope, one window bottom left hand side with self-adhesive closure	Printed on the top left with the DCTA logo and the return address in all black	2,000

Project Description	Size	Paper /Substrate	Printing	Qty
Windscreen Decals	61"x13" or 37.5"x13"	Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type material	DigitalVinylPrint-FullColor& UV Laminate4/0withbleed	36
Shelter Promotional Decals	17.5"x79.5"	6milPVCPerforatedWindow Film,1 YearDurability,50% Vinyl - 50% Holes	4/0 Full Color Digital Printed	2
Window Decals / Clings	8.5" x 11"	Opaque static cling	4/0 with bleed	125
Window Decals / Clings	12"x12"	Full color static cling		
Rail Cards	18" x 11"	.030 styrene	4/0 color directly on product	50
Extended Rail Cards	36"x11"	.030 styrene	4/0 color directly on product	50
Hot Items Posters	18" x 24"	100# gloss cover	4/0 with bleed	4
DDTC Kiosk Posters	22" x 28"	100# gloss cover	4/0 with bleed	12
DDTC System Map	72" w x 48"t	.030 Polystyrene	4/0 color directly on product	1
Windscreen Signs	61" x 46.5"	.030 Polystyrene with UV Protection	4/0 color directly on product	5
Rail Kiosk Signage	24" x 36"	.030 Polystyrene with UV Protection	4/0 color directly on product	9
Shelter Signage	34" x 23"	.030 Polystyrene with UV Protection	4/0 color directly on product	45
Presentation Boards	30 x 40 or 36 x 48	white foam core board - 1/4"	4/0 - with bleed	5
TVM Signage (sides)	11" x 17"	.0125ml styrene	4/0 digital print with UV inks and/or UV laminate on product	20
TVM Signage (Header)	26.5" x 7.125"	.015ml styrene	4/0 digital print with UV inks and/or UV laminate on product	10
TVM ID Label	14.375" w x 3.75"	Sub-surface printed on .010 or .020mlEPCVelvetMatteLexan (Type 8B35) plus 3M 468 Hi performance VHB adhesive (.005 inch)appliedtofullback sideof labelwitha release liner	4/0 color directly on product	10
Bus Stop Blade Decals	7.0" x 5.575"	Base Application Film: Reflective Sheeting with the following properties: Film Type: Composite, Film Opacity: Opaque, Adhesive type: Pressure activated, positionable, Adhesive color: Clear, Liner: 94 pound, polyethylene-coated paper, Suitable application surface: Flat, moderately curved or corrugated surfaces with or without rivets, Suitable application substrates: Aluminum, GRP, stainless steel, paint. Liner must be scored verticallyinthe centerforeasy peel off. Reflective sheeting shallmeettherequirements of ASTM D 4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS-8111 forttypell Anti-Graffiti coatings.	ColorswillbegovernedbyPMS industry standards, white background, Colors: Blue Pantone 541C and Green Pantone 356C, Fonts: Helvetica Neue 77 Bold Condensed, Corner Cuts: Square Corners, all materials, fabrication, application and removal process will be governed by current ASTM product specifications. Screen Printing Inks: Reflective and transparent, Overprint Clear Coat: Dirtresistant,Backscore: Vertical and Center	100

Where's My Ride Stop ID Decals	3.19"x1.98"	Digital Vinyl Print, Full Color, UV Laminate, Reflective	Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background	100
Where's My Ride Instructional Decals	1.5" x 4"	Digital Vinyl Print, Full Color, UV Laminate, Reflective	Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background	100
Vehicle Phone Number Decals	6" Tall	Kiss Cut Vinyl for exterior installation	940-243-0077 white	25
Vehicle Logo Decals	22.25" x 10.25" or 20" x 6"	Kiss Cut Vinyl for exterior installation	DCTA Logo, Green: PMS3435, Gold: PMS7406	50
Vehicle Number Decals	5" Tall	Kiss Cut Vinyl for exterior installation	Black	50
Shelter Logo Decals	10" x 4"	Vinyl for exterior installation	Each decal shall be individually cut for ease of installation, White	50
Facility Signage No Smoking, No Trespassing, etc.	12" x 18"	63 mil rust-resistant aluminum and may be made of recycled materials. Reflective sheeting shall meet the requirements of ASTM D 4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS-8111 for type II Anti-Graffiti coatings	graffiti-resistant clear coat, unpunched, rounded corners	30
Bus Stop Blades	18" x 24" 12" x 12"	1" radius corners, 3M reflective white vinyl laminated base, 0.080 rust resistant aluminum, may be made of recycled materials	White reflective background, double sided and have 3 translucent PMS colors + clear. Reflective sheeting shall meet the requirements of ASTM D 4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS- 8111 for type II Anti-Graffiti coatings, unpunched, rounded corners, All lettering and logos will be applied via silk-screening or of a durable method to minimize fading, peeling or otherwise not maintaining the integrity of the sign, PMS Colors: Green PMS3435C, Gold PMS7406C, Blue PMS541, Text: Helvetica Neue Condensed, Garamond, portrait orientation.	50-200
Promotional Sign Blades	18" w x 6" h	1" radius corners, 3M reflective white vinyl laminated base, 0.080 aluminum and/or fiberglass signs	double sided and all lettering and logos will be applied via silk-screening or in a durable method as to minimize fading, peeling and maintain the integrity of the sign	8

## Forms / Books

Project Description	Size	Paper /Substrate	Printing /Binding /Folding	Qty
Budget Books	Covers: 8 1/2" x 11", Tabs: 9" x 11"	Covers&Tabs:130# Pro- Digital Silk Cover, Inside Sheets: 70# White Husky Offset	Cover & Tabs: 5 mil Gloss Laminate/Mylar Tab&Spine, Silver Wire-O Binding	30
CAFR Books	9" x 11"	110# Gloss Cover	Printing/Binding/Folding-5mil Gloss Laminate	30
Fare Citations	9.25" x 3.5"	Four-part multicolored carbonless books with cardboard wrap around scored and stapled cover with 25 sets per book. (Each set is equal to one citation, so each book will have 100 sheets in it.)	First part, white, labeled "Court Copy" will be perforated, Second part, yellow, labeled "Violator Copy" with backside printing will be perforated, Third part, pink, labeled "DCTA Copy" will be perforated, Fourth part, gold stays in the book (not perforated) and is labeled "Record Copy". Each citation will be individually numbered. Black and white, no color print. The perforation is on the left side of the ticket, by the DCTA logo. The cover is manila thicker stock. There is no printing or numbering on the cover of the books.	500
Bus Operations HR/Safety Handbooks	8.5" x 11"	Spiral bound, color cover and blank cover back (156 pages), Coil Binding (Card Stock) Black coil with blank white 100# cover back, Color Cover, 8.5 x 11 White Opaque Cover #100, printed on 1 side, Inside Pages, black and white, DOUBLE sided, 77 total pages, last page is single sheet for tear out, 8.5 x 11 White Bond #20, 77 sheets, copied on 1 side	4/4 no bleed	125
Student Manual (TSI Participant's Manual - Students)	8.5" x 11"	Color cover, White #100 Cover, printed 2 up on 1 side, Inside pages (double sided), 8.5 x 11 White Copy 20#, 171 sheets, copied on 2 sides, Blank Back, 100# matte cover.	4/4 no bleed	20
Pre-trip Books (Equipment Condition Report)	4.25 x 11	Two-part multicolored carbonless books with cardboard wrap around scored and stapled cover with 30 sets per book, First page White, Second page yellow.	No bleed, white #65 Cover	2,000
Road Call Forms		Two part multicolored carbonless	Sequentially numbered 2 page sets. White top copy thin paper, bottom card stock.	1,000



## BIDDER'S QUESTIONNAIRE

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

# 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

**Attachment C**

**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

**Attachment D**

**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:

RFP# 20-7

# DCTA

# *Signarama*<sup>TM</sup>

**The way to grow your business.**

SIGNARAMA LEWISVILLE  
724 W Main St. #250  
Lewisville, TX 75067  
(972) 436-7700

Lewisville, TX, March 17, 2020

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**Re: Request for Proposal for Printing Services**  
**RFP# 20-7**

---

**COVER LETTER:**

Thank You for your invitation to submit a proposal for your Printing Services project in accordance with the requirements set forth in the *request for proposal* (RFP) please see the provided proposal for your review.

Signarama is the premier provider of a wide range of full-service sign and advertising products. Our experts provide comprehensive consultation services to ensure your signage displays a powerful, impactful message. Signarama is the sign industry leader with more than 30 years' experience and locations around the world to serve your signage and marketing needs. From concept to completion, let our dedicated professionals show you the way to grow your business.

Signarama is the most comprehensive source for all sign, messaging and advertising needs, helping its customers to grow their businesses and get their messages across. We offer a full range of comprehensive sign and graphic solutions from vinyl banners, digital signs, and vehicle wraps. We also offer consultative services on marketing, branding, and messaging so we create customized solutions that are unique to each customer we service. Signarama draws on a worldwide network of experts to provide creative ideas, design collaboration, and the kind of mass purchasing power that only the world's largest sign franchise can provide.

As a franchisee, Naresh Garg currently owns and operates Signarama Lewisville. I have been in the sign business for over 1 year and 23 years of digital and security experience before starting with the Signarama Lewisville location. Naresh oversees project management at Signarama Lewisville. Our store is made up of a highly skilled Graphic Designer/Print Manager, Inside and Outside Sales/Marketing Team and our Production/Install crew have years of experience in all areas of the sign industry.

Our current in-house operations utilize the latest technologies, including but not limited to our HP Latex 360 printer. Matched with our technologies, Signarama is owned and operated by a consistent staff of over 5 highly skilled individuals in production, design, marketing, and sales. There is no project that is too large or too small for our store, and we offer a wide gamut of products to our consumers. Our current client base ranges from Fortune 500 corporations, Local Municipalities to local small businesses. Projects such as RFP# 20-7 are part of our day to day operations.

Please accept this hard copy as well as the electronic version of this proposal for your consideration. I will be the single point of contact for all inquiries and correspondences.

Thank you for your time, effort, and interest in choosing Signarama for your project.

Sincerely,

Naresh Garg, Owner  
724 W Main St. Ste 250  
Lewisville, TX. 75067  
972-436-7700, 682-351-0863 (Cell)  
[Naresh@Signarama-Lewisville.com](mailto:Naresh@Signarama-Lewisville.com)

# SIGNARAMA LEWISVILLE

## Key Personnel



Naresh Garg  
Owner



Mikaela Beard:  
Inside Sales,  
Production and  
Operation Manager



William Patterson:  
VP Outside Sales,  
Marketing and  
Installer



Ulrike Homburg  
Mckye:  
Outside Sales  
Manager



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## **CONTACT INFORMATION:**

**Signarama Lewisville**  
724 W Main St. #250  
Lewisville, TX. 75067  
Store Number: 972-436-7700

**Naresh Garg**  
Owner-PROJECT MANAGER-MAIN POINT OF CONTACT  
Cellular Number: 682-351-0863  
Naresh@Signarama-Lewisville.com

**Saba Rahimi**  
Graphics Artist/Print Manager, Production, Wrap and Installer

Phone Number: 972-436-7700  
[Design2@Signarama-Lewisville.com](mailto:Design2@Signarama-Lewisville.com)

**Mikaela Beard**  
Inside Sales Manager and Production  
Phone Number: 972-436-7700  
Mikaela@Signarama-Lewisville.com

**William Patterson**  
VP Outside Sales/Marketing  
Cellular Number: 312-619-0026  
Sales1@Signarama-Lewisville.com

**Ulrike Homburg Mckye**  
Outside Sales Manager  
Cellular Number: 469-605-5917  
Sales@Signarama-Lewisville.com

## **SERVICES WE PROVIDE:**

Signarama is the premier provider of a wide range of full-service sign and advertising products. Our experts provide comprehensive consultation services to ensure your signage displays a powerful, impactful message. Signarama is the sign industry leader with more than 30 years' experience and locations around the world to serve your signage and marketing needs. From concept to completion, let our dedicated, professionals show you the way to grow your business.

Our current in-house operations utilize the latest technologies, including but not limited to our HP Latex 360 printer. Matched with our technologies, Signarama is owned and operated by a consistent staff of over 5 highly skilled individuals in production, design, marketing, and sales. There is no project that is too large or too small for our store, and we offer a wide gamut of products to our consumers. Our current client base ranges from Fortune 500 corporations, Local Municipalities to local small businesses.

## Company Background:

The SIGNARAMA brand was founded in 1986 by Ray and Roy Titus. Roy Titus is the founder of the successful national printing franchise, Minuteman Press. Having worked for many years in the printing industry, Roy and his son, Ray, were familiar with the signage industry and realized the need for a more efficient way to purchase signage. By taking signage from the industrial facilities and warehouses to a clean, easily accessible retail space, Titus instantly made the task of sign buying a much easier and more pleasant experience. The first store in Farmingdale, NY, became an instant success. The company opened its second location in North Palm Beach, FL less than a year later. As a pioneer in the industry, there was little surprise when SIGNARAMA quickly became known as a better resource for signage needs.

By offering the best products, services and innovation unmatched in the industry, SIGNARAMA has maintained its position as the industry leader. Our commitment to quality and advancement has solidified our spot as the “#1 Sign Franchise” for eight consecutive years by Entrepreneur magazine.

With more than 200 employees working from offices in five countries to support more than 800 locations around the world, our size allows us to coordinate international projects using multiple SIGNARAMA locations and still provide superior service on smaller local projects in the communities we serve. We are an international corporation with a small-town dedication to service. Through all its growth and success, SIGNARAMA is still a family-owned and privately held company.

Our commitment to the advancement of the signage industry and providing a better sign buying experience for our customers has led to years of working with the best vendors and suppliers in the industry. Through our relationships with these suppliers and the role we have played in the development and testing of new products and equipment, SIGNARAMA has remained at the forefront of technological advancements for the signage industry. This translates into state-of-the-art software, equipment, and materials we use to create signage that is not only ahead of the curve, but ahead of your competitor.

At any one of the more than 800 SIGNARAMA sign centers around the world, a team of experts will work closely with you to understand your company’s image and then translate that into signage that will help your organization make a lasting impression. For more than 30 years, SIGNARAMA sign centers have been the premier full-service sign center for all signage needs.

As a Signarama Franchisee, our store Signarama Lewisville, has been serving the local communities of Lewisville, Flower Mound, Highland Village, Carrollton, The Colony, and other various communities for the last 14 years.



**Biography**  
Naresh Garg

### **Signarama of Lewisville**

May 13<sup>th</sup>, 2019

I bought Signarama Lewisville nearly 1 year ago in an opportunity to grow in the community and own my 1<sup>st</sup> Signarama Franchise location. I have thoroughly enjoyed meeting other business owners in Lewisville. I have seen exponential growth since we have stepped in the doors, and we look forward to many more years of growth and success in the area. We currently have 5 employees at the Lewisville store made up of a Designer, Client Account Specialist, Inside/Outside Sales Manager, Outside Sales Rep, and Production/Installation.

All of our staff is like family. That heart is brought to our customers, and ~~that~~ the principles of that dynamic have been one of our big assets that we can extend to our customers and all of the community.

I am an ambassador of Flower Mound and Lewisville Chamber of Commerce. Signarama Lewisville is member of Flower Mound, Lewisville and The Colony Chamber of commerce. We are serving Denton County Commission offices PCT 3 and PCT 4 as well.

### **Naresh's Prior Employment**

AIG (American International Group) May 2013 – Current

IT Security Analyst – Managing around 10 Million AIG customers, brokers, partners, employees and contractors personal, business and confidential data around the world.

Farmers Insurance

March 2006 – May 2013

Sr. Security Administrator – Managing around 4 Million Famers Insurance agents and employee's personal, business and confidential data.

## **Company Structure and Key Personnel:**

### **Project Manager:**

DCTA's first point of contact will be with our owner, Naresh Garg. Naresh will enter all orders, obtain PO's, Artwork, and then brief staff on the upcoming project. Naresh will oversee all parts of the project from the beginning until completion.

### **Graphic Artist/Print Manager/ Production/ Installer**

Once Signarama receives artwork, the project goes to our in-house Graphic Designer, Saba Rahimi. Saba will proof the project, send design proofs to DCTA, and obtain approval for print and production. Once approval is received, Saba will get artwork print-ready and produce. Saba is our store's "go-to" on all things technical. He has 12 years of experience in the sign and print industry. Before moving to thriving economy of North Texas, he owned and operated a sign and print business in Houston, TX. He has a great knowledge of graphic design, is not afraid to get in the middle of it all, and enjoys get his hands dirty. He is extremely talented and creative, takes pride in his work, and the quality of the product is of utmost importance to him. He had already wrapped the census 2020 bus for McKinney transportation. He had replaced the "Old Town"

Lewisville monument sign as well,-and is already working on the resurface “Hebron Station” too.

### **Client Account Specialist/Inside Sales Manager**

Mikaela Beard will be your second point of contact. She will brief with Naresh on every project, and she too, will be familiar with it from start to finish. She will ensure that all projects are completed within the agreed-up timeline. Mikaela will have a primary role in achieving Signarama Lewisville’s high-level standards on Quality Control and maintaining a positive customer experience. Mikaela will oversee material acquisition, ensure the correct materials are sourced, and make sure applications for print and production are best practice. and used on each project. She will also ensure that completion photos are received from Production/Installation Staff, upload into a customer account, and send out the final invoice, reminders, thank you notes, etc. Mikaela also does our marketing at the store. You can count on Mikaela to be a team player, rally for you, and get the project done right.

### **VP Outside Sales/Installer**

William Patterson owned Signarama Chicago Download location in the past and had a tremendous experience in the Sign industry. He is your third point of contact. He will brief Naresh on every project. He worked with various Fortune 500 companies in the past. I have already assigned the DCTA “Hebron Station” project to him, so that he can understand DCTA projects and manage quality control for that sign. William is always out and about in the area, so he will be your point of contact for all new projects. He is also an exceptional resource if you want to adjust the scope of a project or obtain new concept options. He stays on top of the sign markets and is very familiar with trends in the sign industry. He has a passion for this industry only a few have, and lives to eat and breathe Signarama.

### **Outside Sales Manager**

Ulrike will be your fourth point of contact. She will brief with William and Naresh on every project, and she too will be familiar with it from start to finish. She has a great sales experience. Before joining Signarama she worked with Papyrus and Things Remembered as a Flagship and store manager. She has more than 10 years of sales and customer satisfaction experience.

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# Signarama Process

**Phase 1: Secure agreement with DCTA**

**Phase 2: Assign Project Management**

**Phase 3: Gather art files**

**Phase 4: Design proof and obtain approval**

**Phase 5: Print/Produce Items**

**Phase 6: Install or Deliver Product**

**Phase 7: Project Completion Photos**

**Phase 8: Invoice submittal and Project Closure**

# Timelines

**Submit Order and Obtain Artwork: 1-2 Business Days for Proof**

**Review and Approval: 1-2 Business Days**

**Production: Completed within 3-5 Business Days**

**(or mutually agreed upon)**

**Install: Within 3-5 Business Days (or mutually  
agreed upon)**

**(History with DCTA and Print Ready Artwork, our turnaround  
is more often completed quicker than standard turn around)**

**Rush Order Options Available**

**\$0: 2 Business-Day turn around start to finish**

**\$50: Next-Day turn around start to finish**

**\$80: Same-Day turn around start to finish**

**\*Restrictions do apply**

# Quality Control

Signarama will ensure the highest quality of printing. We take pride in our work, and our integrity goes behind each project. We will always do our best to ensure DCTA approval and meet quality standards. Our process met with checks and balances, and overseen by close project management ensures high quality.

It is understood, printing is to be produced in the register, without defects. Defects such as but not limited to, hickeys, streaks, scratches, ghosting on images, water spots on solids or images, solids are to be smooth, full-coverage with even inking without streaks on solid colors or images, and no banding on the graduated tones.

Only the highest quality will be accepted for delivery to DCTA. Furthermore, ink density will be maintained for specific substrate/stock(s). We will use the appropriate amount of ink on the substrate that is required.

Signarama must provide correct trimming, die-cutting, and binding as detailed within each project work order.

Our equipment and technology are well maintained and meets industry standards.

# The Signarama Difference

In summary, our store has enjoyed working with DCTA on projects. All of the staff we have worked with have been professional, kind, and solution-oriented. We have run into a small few hiccups, but we have worked well together to find a solution that works for everyone. We have been able to help you all when other organizations fell through. Our door will still be open to you in the unfortunate event that you do not award this bid to us. We love what we do and receive a great amount of pleasure and satisfaction in seeing our work displayed in the community. We rely heavily on our relationships with our customers to continue to help us grow and thrive in our businesses for many years to come.

# Signarama References

## **DCTA: Annual Spending: \$30,000+**

Currently, we are already working with DCTA for their various signage and marketing material requirement.

Scope of work includes: Vinyl Decals, Coroplast, Styrene, Foam Board signs, window cling, Digital Printing

### **Contact:**

Guadalupe Acosta

Marketing Coordinator

972.316.6098

1955 Lakeway Dr, Ste 260 Lewisville TX 75057

## **Discovery Senior Living-Annual Spending: \$15,000+**

We are continuously working with Discovery Senior Living Lewisville location and re-design entire indoor and outdoor signage for them.

Scope of work includes: Vinyl Decals, Coroplast, Styrene, Foam Board signs, window cling, mailers, postcards, Channel Letters, Monument Signs.

### **Contact:**

Bob Khalife

Executive Director

972-939-4647

2500 Windhaven Parkway, Lewisville, TX-75056

## **New Beginning Church, Lewisville Annual Spending \$15,000**

We are working with various non-profit organizations and New Beginning Church is one of them. We are taking care of all the signage, digital printing, promotional products, Digital Signs, ADA, Indoor wall signs, Parking signs and Trade Show Material. Scope of work includes: Vinyl Decals, Coroplast, Aluminum, Styrene, Business Cards, Foam Board signs, window cling, mailers, postcards, Channel Letters.

### **Contact:**

**Pastor Joe Field**

[jfields62@icloud.com](mailto:jfields62@icloud.com)

(214) 918-8625 (c)

## **City of Carrollton Annual Spending \$15000**

We are working with City of Carrollton. We are taking care of all the monument signs, way finding signs, Outdoor wall repairs and Parking signs.

Alka Agnihotri

Community Development Program Spec.

City of Carrollton

972-466-4296

# Company Brochure

Regular Item 10, Exhibit 3

## Our Online Catalog:

[www.signarama.com/tx-lewisville/catalog](http://www.signarama.com/tx-lewisville/catalog)

Please also see Sample Box for hard copies of:

Signarama Catalog

Signarama Brochure

Signarama Flyer

Delivered-to:

1955 Lakeway Drive #260

Lewisville, TX 75057

## Product Samples

Please see Sample Box delivered to:

1955 Lakeway Drive #260

Lewisville, TX 75057

## Samples Include:

Window Perf

Vinyl's

Window Cling Foam

Board Coroplast

Polystyrene Poster

Paper Misc.

Cardstocks

Canvas Vinyl

# Listing of Estimated Fees

## No Set Up Fee

**Free Delivery to all Denton county DCTA locations**

**Installation – Labor (Clean, Remove, Apply, etc.)- Hour**

Single-Sided

Includes the preparation of surface, installation and clean up. Includes drive time to and from the installation site.

2 HOURS- \$200

4 HOURS-\$400

\$75.00/HOUR

6 Hours - \$550

\$70.00/HOUR

**ESTIMATE****EST-22365**

Payment Terms: Net 30



724 W. Main  
St. STE 250  
Lewisville, TX 75067  
(972) 436-7700

The Way To Grow Your  
Business [www.signarama-lewisville.com](http://www.signarama-lewisville.com)

**Created Date:** 3/22/2020**DESCRIPTION:** RFP 20-07 Print and Signs

**Bill To:** DCTA  
1955 Lakeway Drive  
Lewisville, TX 75067 US

**Pickup At:** Signarama - Lewisville  
724 W. Main St. STE 250  
Lewisville, TX 75067  
US

**Requested By:** Guadalupe AcostaEmail: [gacosta@dcta.net](mailto:gacosta@dcta.net)

Tax ID: 01010101

**Salesperson:** Naresh Garg

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<b>Brochures</b>	1	\$300.00	\$300.00
1.1	<b>Custom Item Non-Taxed - Brochures Part</b> <b>Qty:</b> 1 <b>Text:</b> Size 8.5x11 and quantity is 2500 80#Gloss book with Satin AQ			
2	<b>Large Brochures</b>	1	\$615.00	\$615.00
2.1	<b>Custom Item Non-Taxed - Large Brochures Part</b> <b>Qty:</b> 1 <b>Text:</b> Large Brochures 11x17 Total quantityof2500 80#Prodigita lsilk book			
3	<b>Rack Cards</b>	1	\$150.00	\$150.00
3.1	<b>Custom Item Non-Taxed - Rack Cards</b> <b>Part Qty:</b> 1 <b>Text:</b> Total Quantity2500 Rack Cards 3.5x8.5 14PTCardstock			
4	<b>Community Surveys</b>	1	\$240.00	\$240.00
4.1	<b>Custom Item Non-Taxed - Community Surveys</b> <b>Part Qty:</b> 1 <b>Text:</b> Community Surveys 11x17 Half folded 24# stock paper Total Quantity 2500			
5	<b>Passenger Surveys</b>	1	\$720.00	\$720.00
5.1	<b>Custom Item Non-Taxed - Passenger Surveys</b> <b>Part Qty:</b> 1 <b>Text:</b> Passenger Surveys 5.5x8.5 Total Quantity =7500 80 LB covered uncoated			
6	<b>Direct Mail</b>	1	\$3,510.00	\$3,510.00
6.1	<b>Custom Item Non-Taxed - Direct Mail</b> <b>Part Qty:</b> 1 <b>Text:</b> Direct Mail Price is included address, printing, postage, and shipping 7x5 80LB Cover postcards			
7	<b>Utility Bill Inserts</b>	1	\$600.00	\$600.00
7.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty:</b> 1 <b>Text:</b> Utility Bill Inserts #100LBText4/4withBleed Total Quantity 17000			

8	<b>Small Route Guides</b>	1	No Bid	
8.1	<b>Custom Item Non-Taxed - Small Route Guides Part Qty: 1</b> <b>Text:</b> Small Route Guides 4/4 with bleed,Trim,folds to finalsize of 8.5"x3.5" <b>Qty-500-\$250</b> <b>Qty-2500-\$398</b> <b>Qty-5000-\$600</b>			
9	<b>Large Route Guides</b>	1	No Bid	
9.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> Large Route Guides 11x17 4/4 with bleed,Trim,folds to finalsize of 8.5"x3.5" 60#white opaque smooth <b>Qty-500-\$350</b> <b>Qty-2500-\$550</b> <b>Qty-5000-\$850</b>			
10	<b>Handouts Flyers</b>	1	\$187.50	\$187.50
10.1	<b>Custom Item Non-Taxed - Handouts 1000 Part</b> <b>Qty: 1</b> <b>Text:</b> Handouts 100LB Gloss Text 4/4 with Bleed			
11	<b>Seat Drops</b>	1	\$150.00	\$150.00
11.1	<b>Custom Item Non-Taxed - Seat Drops</b> <b>Part Qty: 1</b> <b>Text:</b> Seat Drops-1000 4.25x5.5 80 LB Gloss Cover			
12	<b>Promotional Fare Media</b>	1	\$350.00	\$350.00
12.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> Promotional Fare Media 3.375" x2.125" Plastic with rounded corners, CR80.30 MilGraphicQualityPVCCards,same size, andthicknesscredit card,CR80 30milgraphic-qualityPVCcardsare also known as CR8030, CR80.030 or 80.030-GQ-WH 4/4 with Bleed			
13	<b>Informational/Promotional Cards (GORequest, Free Rides, etc.)</b>	1	\$50.00	\$50.00
13.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> Informational/Promotional Cards (GORequest, Free Rides, etc.) 3.5"x2" 100# Business Cards 4/4 with bleed			
14	<b>Customer Courtesy Cards</b>	1	\$265.00	\$265.00

14.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> Customer Courtesy Cards 8.5x5.5 67# Green Cardstock 4/4 no bleed Qty-1000			
15	<b>Business Cards</b>	1		No Bid
15.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> 100#CoverBrightWhiteMatteVellum Finish 3x2 4/4 with bleed Qty-250-\$80 Qty-500-\$100			
16	<b>Letterhead</b>	1	\$340.00	\$340.00
16.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> 70#VellumBrightWhite 4/0 withbleed 8.5x11			
17	<b>Letterhead 2nd Sheets</b>	1	\$140.00	\$140.00
17.1	<b>Custom Item Non-Taxed - Letterhead 2nd Sheets Part</b> <b>Qty: 1</b> <b>Text:</b> NoPrintBlankPaper 8.5x11 Qty 1500			
18	<b>Envelopes</b>	1	\$310.00	\$310.00
18.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> 70#VellumBrightWhite 4/0 withbleed Qty 1500			
19	<b>Accounting Envelopes</b>	1	\$385.00	\$385.00
19.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b> <b>Text:</b> Accounting Envelopes White Security Envelope, one window bottom left-handside with self-adhesive closure Qty-2000 4/0 with Bleed			
20	<b>Windscreen Decals</b>	36	\$23.38	\$841.68
20.1	<b>Vinyl - Intermediate Digitally Printed - Low Tack Vinyl Print \$7/SQ FT</b> <b>Part Qty: 1</b> <b>Width: 13.00"</b> <b>Height: 37.00"</b> <b>Text:</b> Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type material Digital Vinyl Print-Full Color& UV Laminate 4/0 with bleed			
21	<b>Windscreen Decals-Rail Platform Decals</b>	36	\$38.55	\$1387.80

21.1	<b>Vinyl - Intermediate Digitally Printed - Low Tack Vinyl Print \$7/SQ FT</b> <b>Part Qty:</b> 1 <b>Width:</b> 13.00" <b>Height:</b> 61.00" <b>Text:</b> Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type material Digital Vinyl Print-Full Color & UV Laminate 4/0 with bleed			
22	<b>Shelter Promotional Decals</b>	2	\$96.225	\$192.45
22.1	<b>Vinyl - Digital Print - Window Perf (-50sq ft) - Perf - \$10/SQ FT</b> <b>Part Qty:</b> 1 <b>Width:</b> 17.50" <b>Height:</b> 79.50" <b>Text:</b> 6milPVCPerforatedWindow Film,1 YearDurability,50% Vinyl - 50% Holes			
23	<b>Window Decals/Clings</b>	125	\$3.25	\$406.25
23.1	<b>Vinyl - Digital Print - Static Cling - Cling - \$5/SQ FT</b> <b>Part Qty:</b> 1 <b>Width:</b> 8.50" <b>Height:</b> 11.00" <b>Text:</b> Opaque static cling 4/0 with bleed			
24	<b>Window Decals/Clings</b>	1	\$5.00	\$5.00
24.1	<b>Vinyl - Digital Print - Static Cling - Cling - \$5/SQ FT</b> <b>Part Qty:</b> 1 <b>Width:</b> 12.00" <b>Height:</b> 12.00" <b>Text:</b> Opaque static cling 4/0 with bleed			
25	<b>Rail Cards</b>	50	\$6.19	\$309.50
25.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print - \$4.50/ SQ FT</b> <b>Part Qty:</b> 1 <b>Width:</b> 18.00" <b>Height:</b> 11.00" <b>Text:</b> We are preferring 030 as it has much higher level of integrity, won't crease or dent easily.			
26	<b>Extended Rail Cards</b>	50	\$12.38	\$619.00
26.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print - \$4.50/ SQ FT</b> <b>Part Qty:</b> 1 <b>Width:</b> 36.00" <b>Height:</b> 11.00"			
27	<b>Hot Items Posters</b>	4	\$20.00	\$80.00
27.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty:</b> 1 <b>Text:</b> 100# glosscover 18x24			

28	<b>DDTC Kiosk Posters</b>	4	\$30.00	\$120.00
28.1	<b>Custom Item Non-Taxed - DDTC Kiosk Posters</b> <b>Part Qty: 1</b> <b>Text:</b> 100# glosscover 4/0 with bleed 22x28			
29	<b>DDTC System Map</b>	1	\$108.00	\$108.00
29.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print - \$4.50/ SQ FT</b> <b>Part Qty: 1</b> <b>Width: 72.00"</b> <b>Height: 48.00"</b> <b>Text:</b> Direct Print			
30	<b>Windscreen Signs</b>	5	\$88.64	\$443.20
30.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print - \$4.50/ SQ FT</b> <b>Part Qty: 1</b> <b>Width: 61.00"</b> <b>Height: 46.50"</b> <b>Text:</b> Direct Print			
31	<b>Rail Kiosk Signage</b>	9	\$27.00	\$243.00
31.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print - \$4.50/ SQ FT</b> <b>Part Qty: 1</b> <b>Width: 24.00"</b> <b>Height: 36.00"</b> <b>Text:</b> Direct Print			
32	<b>Shelter Signage</b>	45	\$25.88	\$1164.60
32.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print - \$4.50/ SQ FT</b> <b>Part Qty: 1</b> <b>Width: 36.00"</b> <b>Height: 23.00"</b>			
33	<b>Presentation Boards</b>	1	\$54.00	\$54.00
33.1	<b>Foamboard - 3/16" - w/ Graphics - Foam - \$4.50/SQ FT</b> <b>Qty: 1</b> <b>Text:</b> Direct Print 4/0 with bleed 30x40=\$45 each 36x48= \$54 each			
34	<b>TVM Signage (sides)</b>	20	\$7.14	\$142.80
34.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print w/UV Lam -\$5.50/SQ FT</b> <b>Part Qty: 1</b> <b>Width: 11.00"</b> <b>Height: 17.00"</b> <b>Text:</b> 4/0digitalprintwithUVinksand/or UV laminate on product			
35	<b>TVM Signage (Header)</b>	10	\$7.14	\$71.40

35.1	<b>Styrene .030" w/ Graphics - 030 Styrene - Direct Print w/UV Lam - \$5.50/SQ FT</b>  <b>Part Qty:</b> 1 <b>Width:</b> 11.00" <b>Height:</b> 17.00"  <b>Text:</b> 4/0digitalprintwithUVinksand/or UV laminate on product			
36	<b>TVM ID Label</b>	10	\$5.74	\$57.40
36.1	<b>Vinyl - Digital Print - 2nd Surface - Subsurface Digital Prints</b> <b>Part Qty:</b> 1  <b>Text:</b> Sub-surface printed on .010 or .020mlEPCVelvetMatteLexan(Type 8B35)plus3M468Hiperforma applied to fullbackside oflabelwitharelease liner 14.375x3.75			
37	<b>Bus Stop Blade Decals</b>	100	\$5.50	\$550.00
37.1	<b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft - 0.50sq ft)</b> <b>Part Qty:</b> 1 <b>Width:</b> 7.00" <b>Height:</b> 5.575"  <b>Text:</b> Base Application Film: Reflective Sheeting with the following properties: Film Type: Composite, Film Opacity: Opaque, Adhesive type: Pressure activated, position able, Adhesive color: Clear, Liner: 94 pound, polyethylene-coated paper, Suitable application surface: Flat, moderately curvedorcorrugatedsurfaceswithor without rivets, Suitable application substrates: Aluminum, GRP, stainless steel, paint. Liner must be scored vertically in the center for easy peel off. Reflective sheeting shall meet the requirements of ASTM D 4956,typeII retroflected sheeting, withClass3adhesive.Clearcoating shallmeettherequirementsofTxDOT DMS-8111 for type II Anti- Graffiti coatings. Colors will be governed by PMS industry standards, whitebackground, Colors:BluePantone541CandGreen Pantone356C,Fonts: HelveticaNeue 77 Bold Condensed, Corner Cuts: Square Corners, all materials, fabrication, application and removal process will be governed by current ASTM product specifications. Screen Printing Inks: Reflective and transparent, Overprint Clear Coat: Dirt resistant, Backscore: Vertical and Center			
38	<b>Where's My Ride Stop ID Decals</b>	100	\$2.50	\$250.00
38.1	<b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft - 0.50sq ft)</b> <b>Part Qty:</b> 1 <b>Width:</b> 3.19" <b>Height:</b> 1.98"  <b>Text:</b> Digital Vinyl Print, Full Color, UV Laminate, Reflective Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background			
39	<b>Where's My Ride Instructional Decals</b>	100	\$2.50	\$250.00
39.1	<b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft - 0.50sq ft)</b> <b>Part Qty:</b> 1 <b>Width:</b> 1.50" <b>Height:</b> 4.00"  <b>Text:</b> Digital Vinyl Print, Full Color, UV Laminate, Reflective Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background			
40	<b>Vehicle Phone Number Decals</b>	25	\$2.50	\$62.50

40.1	<b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft -0.50sq ft)</b> <b>Part Qty: 1</b> <b>Width: 6.00"</b> <b>Height: 6.00"</b> <b>Text:</b> Kiss Cut Vinyl for exterior installation 940-243-0077 white			
41	<b>Vehicle Logo Decals</b> <b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft -0.50sq ft)</b> <b>Part Qty: 1</b> <b>Width: 22.25"</b> <b>Height: 10.25"</b> <b>Text:</b> DCTA Logo, Green: PMS 3435, Gold: PMS7406 Kiss Cut Vinyl for exterior installation <b>22.25x10.25=\$11.09 Each</b> <b>20x6=\$9 Each</b>	50	\$11.09	\$554.00
42	<b>Vehicle Number Decals</b> <b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft -0.50sq ft)</b> <b>Part Qty: 1</b> <b>Width: 5.00"</b> <b>Height: 5.00"</b> <b>Text:</b> KissCutVinylfor exterior installation Black	50	\$2.50	\$125.0
43	<b>Shelter Logo Decals</b> <b>Vinyl - Digital Print - Reflective - Reflective - \$2.50/each (0.25sq ft -0.50sq ft)</b> <b>Part Qty: 1</b> <b>Width: 10.00"</b> <b>Height: 4.00"</b> <b>Text:</b> Vinyl for exterior installation Each decal shall be individually cut for ease of installation, White	50	\$2.50	\$125.00
44	<b>Facility Signage No Smoking, No Trespassing, etc.</b> <b>Custom Item Non-Taxed - Facility Signage No Smoking, No Trespassing, etc.</b> <b>Part Qty: 1</b> <b>Text:</b> 63 mil rust-resistant aluminum and may be made of recycled materials. Reflective sheeting shall meet the requirements of ASTM D4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS-8111 for type II Anti-Graffiti coatings graffiti-resistant clear coat, unpunched, rounded corners 12x18	30	\$30.00	\$900.00
45	<b>Bus Stop Blades</b>	1		No Bid

45.1	<b>Custom Item Non-Taxed - Part Qty: 1</b>  <b>Text:</b> 1" radius corners, 3M reflective white vinyl laminated base, 0.080 rust-resistant aluminum, may be made of recycled materials White reflective background, double sided and have 3 translucent PMS colors+clear. Reflectivesheetingshall meet the requirements of ASTM D 4956, type I retroreflective sheeting, with Class 3adhesive. Clear coating shallmeettherequirementsofTxDOT DMS- 8111 for type II Anti- Graffiti coatings, unpunched, rounded corners,Allletteringand logoswillbe applied via silk-screening or of a durablemethodtominimizefading, peeli orotherwisenotmaintaining theintegrityofthesign,PMSColors: Green PMS3435C, Gold PMS7406C, BluePMS541, Text: Helvetica Neue Condensed, Garamond, portrait orientation. <b>Qty 50-12x12 \$50 Each</b> <b>Qty 200-12x12 \$40 Each</b> <b>Qty 50-18x24 \$60 Each</b> <b>Qty 200-18x24 \$50 Each</b>			
46	<b>Promotional Sign Blades</b>	8	\$50	\$400
46.1	<b>Custom Item Non-Taxed -</b> <b>Part Qty: 1</b>  <b>Text:</b> 1" radius corners, 3M reflective white vinyl laminated base, 0.080aluminumand/or fiberglass signs double- sided and all lettering and logoswillbeapplied via silk-screening or in a durablemethodas to minimize fading, peeling and maintain the integrity of the sign. 18x6			
			<b>Subtotal:</b>	\$17372.35
			<b>Taxes:</b>	\$0.00
			<b>Grand Total:</b>	\$17372.35

# Price Breaks

Price Breaks to be used on 21.5 SPECIALTY/SIGNAGE/LARGE FORMAT PRINTING  
Range Discounts (Square Feet)

Range Min	Range Max	Discount
0.0	2.0	0.0%
2.0	10.0	10%
8.0	16.0	15%
16.0	24.0	20%
24	9999.99	25%

Volume Discounts (Quantity)

Volume Min	Volume Max	Discount
2.0	9.0	\$0
10.0	24.0	10%
25.0	49.0	12%
50.0	99.0	15%
100.0	249.0	17%
250.0	499.0	19%
500.0	2500	22%

# Payment Options

Invoice submitted electronically

Signarama Invoice will contain DCTA Purchase  
Order Number

DCTA on Term Code Net 30

Continue process used in past orders.

April 8, 2020

## ADDENDUM NO. TWO (2)

RFP 20-07Print Services**Changes:**

## 1. PROPOSAL SUBMITTAL METHOD:

The Proposal may be submitted electronically through BidSync in lieu of paper submittals.

The electronic submittal is labeled as 20-07 Electronic Response

The submittal date is April 15, 2020, at 4:00pm CT.

No additional changes have been made.

Direct all questions to cchristian@dcta.net

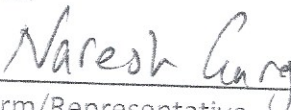
Any proposal received by DCTA via email will not be considered.

*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  
Sr. Procurement Specialist

Acknowledged by:

  
Firm/RepresentativeDate: 04/10/2020

March 23, 2020

**ADDENDUM NO. 1****RFP 20-07****PRINT SERVICES****Changes:**

1. Proposal due date has been changed from 4/6/20, 4pm to **4/15/20, 4pm.**

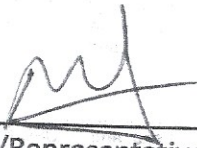
**Addendum 1 Attachments:**

Attachment 1: Solicitation Overview and Endorsement

*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  
Sr. Procurement Specialist

Acknowledged by:   
Firm/Representative

Date: 03/25/2020

## Attachment A

**DCTA****BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein)  
Laksh Corporation

2. Doing Business As (other business name if applicable)  
Signarama Lewisville

3. Federal Tax ID Number  
82-4621496

4. Business Mailing Address (include City/State/Zip Code)  
724 W Main St, Ste 250  
Lewisville, TX-75067

5. Business Email Address  
info@signarama-lewisville.com

6. Business Telephone Business Fax Number  
9724367700

7. Business Type  
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business  
2

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.

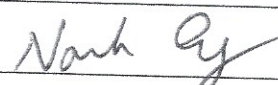
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Naresh Garg

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 Naresh Garg

Title Owner

Signature of Owner 

Date 03/23/2020

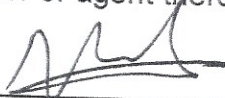
Email Address naresh@signarama-lewisville.com

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

Attachment C**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.



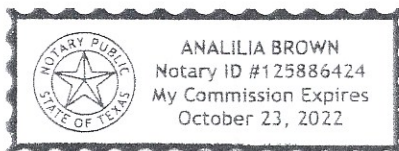
Signature of Authorized Company Representative

Naresh Garg/owner


Name and Title of Authorized Company Representative

03/23/2020  
Date

Subscribed and sworn to before me on 03.23.2020 (Date)



(Notary Seal)

  
Signature Notary Public

Attachment D

# 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, Naresh Garg (Name of certifying official), the owner (title or position of certifying official) of Signacama Law (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: owner

Date: 03/23/2020

**Attachment B****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.

- MR -

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

Adopted 06/29/2007



# SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION No./TYPE</b>	Request For Proposal (RFP) 20-07		
<b>TITLE</b>	DCTA Print Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	N/A	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	
<b>QUESTIONS DUE</b>	3/17/20 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	3/20/20 by 5:00 pm CST
<b>DUE DATE/TIME</b>	4/6/20 at 4:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	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		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Christa Christian, CPPB <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<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 #20-07 DCTA Print Services 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>		
<b>ACCEPTANCE PERIOD</b>	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	<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 <a href="http://www.dcta.net">www.dcta.net</a></p>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	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).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
<b>BUSINESS NAME</b>	Right Creative Imaging		
<b>CONTACT NAME</b>	Mike Davis	<b>TITLE</b>	Branch Manager
<b>TELEPHONE</b>	817-608-0809	<b>EMAIL</b>	mike.davis@rightcolor.com
<b>ADDRESS</b>	1517 West Carrier Pkwy Suite 124 Grand Prairie, TX 75050		
<b>SIGNATURE</b>	Mike Davis		<b>DATE</b> 4/14/20



Response to Request for Proposal for:

**(RFP) 20-07 DCTA Print Services**

April 15, 2020

PRESENTED TO:

**DCTA**

Riot Creative Imaging  
1517 W. Carrier Parkway #124  
Grand Prairie, TX 77050

[www.riotcolor.com](http://www.riotcolor.com)

DCTA  
Attn: Christa Christian, CPPB  
Solicitation #20-07 DCTA Print Services  
1955 Lakeway Drive, Suite 260  
Lewisville, TX 75057





RE: *Solicitation for graphics production and installation*

Dear DCTA:

Riot Creative Imaging would like to be considered to provide DCTA with a complete solution for their printing and installation needs. As a leader in the field of document services, we are confident in our ability to provide the DCTA solutions that meets all their project objectives at a competitive cost. Please file details about our qualifications and experience enclosed in the attached proposal. We look forward to hearing from you.

*Proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date (April 15, 2020), and will become part of the contract.*

The following individuals are authorized to answer any contract, and/or price questions:

Bob Higgins  
Graphic Solutions Consultant  
1517 W. Carrier Parkway  
Grand Prairie, TX 75050  
(817) 608-0809  
Bob.higgins@riotcolor.com

Mike Davis  
Branch Manager  
1517 W. Carrier Parkway  
Grand Prairie, TX 75050  
(817) 608-0809  
mike.davis@riotcolor.com

Sincerely,

A handwritten signature in blue ink that reads "Mike Davis".

Mike Davis  
Branch Manager, Riot Creative Imaging  
1527 W. Carrier Parkway  
Grand Prairie, TX 77081  
(817) 608-0809  
Mike.davis@riotcolor.com



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## Table of Contents

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Project Approach

Print Samples

Pricing

Attachments

Addendum

Insurance (COI)

Appendix

Business Questionnaire

Prohibition of Contracts with Companies that Boycott Israel

Form CIQ Conflict of Interest Questionnaire

Non-Collusion Affidavit



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QUALIFICATIONS, EXPERIENCE  
AND REFERENCES



## Company Information

***Riot Creative Imaging is a Division of ARC Document Solutions***

***1981 N. Broadway Suite 385***

***Walnut Creek, CA 94596***

***925-949-5100***

***www.e-arc.com***

***Publically traded company (2005) on the NYSE under the symbol "ARC"***

***Federal Employer Tax ID: 74-6036592***

***Employees: 2,543***

***Firm Principles:***

***K. Suryakumar - Chairman, President, CEO***

***Rahul Roy - Chief Technology Officer***

***Dilantha Wijesuriya - Chief Operating Officer***

***Jorge Avalos - Chief Financial Officer***

***ARC Document Solutions and its governing board do not have any current or former employees of the State of Texas.***

***ARC has never had a contract terminated by the State of Texas.***



## Who We Are

- Founded 1996 – Los Angeles, CA
- Publicly traded on NYSE
- Worldwide leader in décor graphics and wall covering
- Global footprint
- 20 Locations in U.S.
- From Hawaii to London or New York to Beijing
- Industry Leader in creative imaging for designers looking to transform spaces

## What We Do

- Creative Services and Solutions
- Custom Printing & Signage
- Professional Installation and Project Management Services
- Consultations and Sales Support
- Color Management (G7 Certified)
- DSF “Digital Store Front” (File management & Ordering Solutions)
- Fulfillment, Custom Kitting & Shipping
- National Printing Capability with color consistency

## What separates us from competitors

- Getting involved in the creative process with ideas and solutions
- Customer Service, Personal Relationships, and Communication
- Focus on Details, Deadlines, and Quality!
- Innovative and Creative thinking
- We take pride in being an extension of every team we work with
- We do business with our clients locally, regionally, and nationally!
- Professional Project Management
- Dedicated sales teams, creative departments, and experienced production teams
- Using the most innovative print technology in the industry



## ARC REPROGRAPHIC SERVICES

ARC is a leading provider of reprographic services to design professionals and document managers in nearly every industry. Our comprehensive menu of services allows you to produce any document imaginable - from bound reports with color-coded tabs to simple handouts. We offer the highest available speeds for black & white or color reproduction.

Whether it's a presentation with photographs and graphs or hundreds of manuals for distribution, you can rely on our experienced staff to make your project a success.

### *Large and small format B&W and color printing*

- Digital printing
- Printing from digital files
- Print-on-demand digital publishing
- Variable data printing

### *Full service bindery*

- Collating and inserting
- Creating and inserting tabs
- Assembly, kit creation and fulfillment
- Chicago screw post
- Coil, saddle stitch, GBC, Velo-Bind and tape binding
- Collate and staple in corner
- Custom covers
- Cutting and padding
- Fasteners, folders, and covers
- Finishing and binding
- Folding, scoring, perforation and trimming

### *Imaging/Scanning*

- Small-format scanning - Digitize letter or legal-size documents.
- Large-format Scanning - Scanned and delivered digitally and/or saved to a variety of electronic and storage media



*Document conversion*

- PDF conversion includes hypertext links, bookmarks and thumbnails, delivered on any digital media
- Optical Character Recognition (OCR) converts image content to editable text, saving it in a word processing format such as Microsoft Word
- CAD Conversion (auto-vectorization) - Save re-draw time by converting drawings to raster images, then to CAD vectors to produce files in DXF, AutoCAD-DWG or Microstation-DGN file formats
- CD-R mastering/duplicating

*Other reprographic services*

- Digital shipping - Create here, print there, anywhere in the world
- Data entry - Manual data entry from image or paper

## LARGE FORMAT COLOR EQUIPMENT

**HP Scitex LX850** (120" wide x any length)

6 colors, Eco Friendly Latex



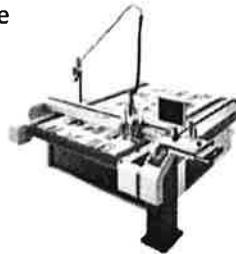
**Océ Arizona 550** (5' x 10' with white Ink, rigid and roll stock)

Large format color/direct to substrate



**Océ Zund Cutter** (60" x 120" rigid material)

Digital flatbed cutter/router



**Durst Lambda 130** (50" wide x any length)

Continuous tone true photographic



**HP Designjet Z6100ps** (60" wide x any length)

Outstanding 8 color graphics



**Roland VS-640** (60" wide and inline cutter)

EcoSolvent, 8 colors (6+ White & Metallic)



**Océ 9169CS** (63" wide x any length)

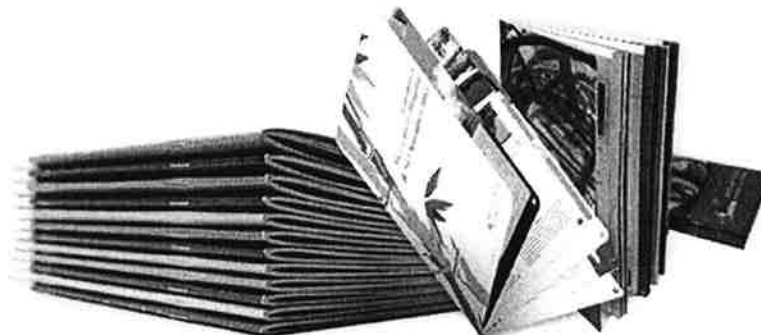
EcoSolvent



## SMALL FORMAT COLOR SERVICES

High-resolution-color marketing collateral is a great way to grab the attention of customers, deliver your message, and promote your company. We can produce your message on a variety of media and sizes. Our graphic production artists and finishing pros will give your small-format materials a finished look that will set you apart from the competition.

- Booklets
- Brochures
- Business cards
- Event kits
- Flyers
- Folders
- Manuals
- Postcards
- Posters
- Presentations
- Reports
- Sell sheets

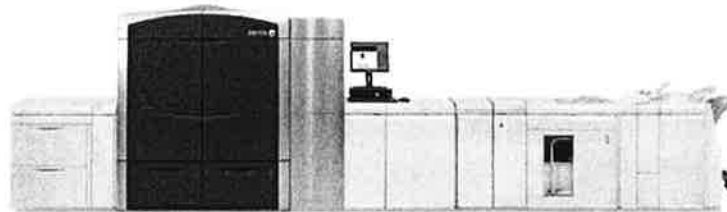


SMALL FORMAT EQUIPMENT



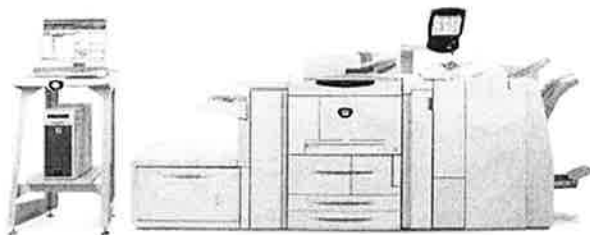
**Xerox J75**

75 ppm digital color copier printer scanner



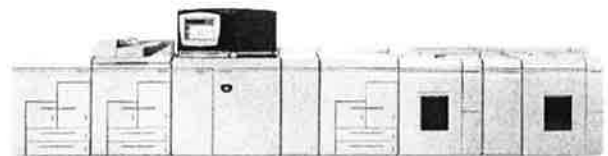
**Xerox CP1000**

100 ppm digital color copier printer scanner



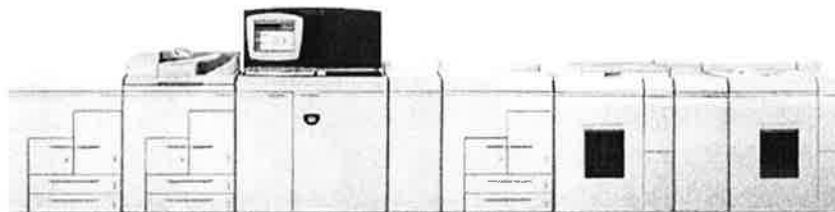
**Xerox 4112**

112 ppm B&W copier printer scanner



**Xerox Nuvera 120**

120 ppm B&W copier printer scanner



**Xerox Nuvera 144**

144 ppm B&W copier printer scanner



## SPECIALTY COLOR SERVICES

**Riot Creative Imaging**, our color solutions subsidiary, is in the visual communication business, providing graphics solutions and project management to our customers. There are 14 dedicated Riot production facilities in the U.S. and our services are available at all ARC locations.

Riot combines the latest printing technologies with the best design thinking to create everything from a one-off to an all-encompassing visual environment. Whether you're going for the "Wow Factor" or for a more subtle effect, we know what options will work.

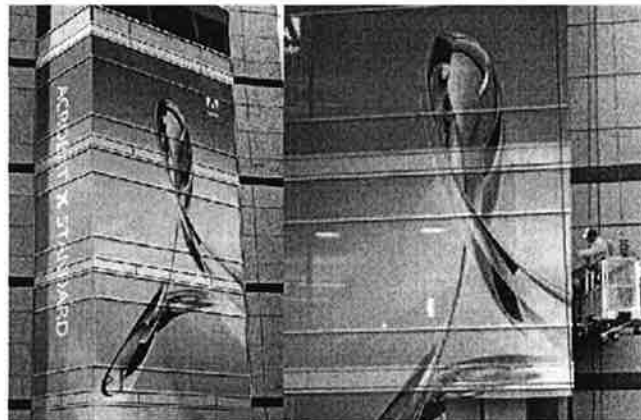
Our products include:

- Direct to substrate signage
- Indoor and outdoor banners
- Window clings
- Posters
- Trade show/exhibit graphics
- Banner stands
- Dimensional lettering
- Vehicle wraps
- Wallpaper graphics
- Specialty projects
- Backlit graphics
- Rigid signs
- Floor graphics
- Ceiling graphics

We manage everything from file preparation to production to installation and all the choices affecting the project's success.

Whether it's a large project like a building wrap or a small project for an event or retail site, whether one location or many, we take care of it for you.

We have professional installers available nationwide to make sure your project is seen the way it's meant to be seen.



## EQUIPMENT AND SUPPLIES

Our equipment and supply resources serve professionals in the fields of architecture, engineering, construction, manufacturing, and graphic arts with printing, copying, scanning and related imaging equipment and supplies.

By delivering needs-based assessments and a broad portfolio of hardware, supplies, services and software, we can streamline business purchasing, upgrade service, reduce equipment downtime and manage equipment and supplies inventory for your business.

Our hardware offerings include printers, scanners and multi-function devices for inputs and outputs from size A4 through A0 in the technical disciplines, and up to 60" image widths for the graphic arts community, and we are authorized servicing dealers for Canon, Xerox, Océ, Contex, Graphtec, KIP America and Hewlett Packard.

We offer full-service and cost-competitive programs throughout the United States.





## ENVIRONMENTAL SUSTAINABILITY PRACTICES

ARC Document Solutions is dedicated to sustainable practices. We are committed to reducing our overall environmental footprint by reducing waste, reusing whenever possible, and recycling. Our green plan offers these sustainable practices.

Reduce | Reuse | Recycle

Reduce by going digital. Digital plans and documents keep paper out of the waste stream and reduce your environmental footprint. ARC Document Solutions has a variety of technology solutions to assist your business every step of the way in going from paper to digital.

Online Ordering

Paperless Plan & Spec Distribution

Digital Tracking

Recycled Papers, binders, folders and other recyclable materials available.

Recycled Mounting Materials – Eco-Board is environmentally superior to foam core or foam board. Cornstarch-based Eco-Board is made from recycled-content materials and is 100% biodegradable.

Recycled Shipping Materials

Managed Print Services – print less and save money while eliminating the hassle of ordering supplies, and maintaining equipment

Archiving – Safety & productivity of Cloud Storage, Intelligent mobile search and Enriched data. ARC captures, organizes and centralizes all your old paper documents.



## LOCAL PRESENCE

Our **Grand Prairie Riot** facility will be able to provide the DCTA with technology and document-related services described in the proposal.

**Riot Creative Imaging**  
1517W. Carrier Parkway  
Grand Prairie, TX 77050  
(817) 608-0809

Monday – Friday  
8:00 AM – 5:00PM

## MANAGEMENT TEAM

**Shane Herzog**  
ARC  
*SRVP Region 3 – Sales*

**Mark Gerick**  
ARC  
*SRVP Region 3 - Operations*

**Mike Davis**  
*Riot Branch Manager*  
Grand Prairie, TX

**Bob Higgins**  
*Riot Sales Executive*  
DFW

## LOCATIONS

Alabama	Orange	Connecticut	Indiana	Detroit	Oklahoma	Houston (6)
Birmingham	Pacheco	Farmington	Crown Point	Farmington Hills	Oklahoma City	San Antonio
Mobile	Pasadena	Norwalk	Fort Wayne	Grand Blanc	Tulsa	Spring
Alaska	Riverside	District of Columbia	Indianapolis	Grand Rapids	Oregon	Stafford
Anchorage	Roseville	Washington	South Bend	Minnesota	Bend	Virginia
Arizona	Sacramento	Florida	Kansas	St. Louis Park	Portland	Alexandria
Phoenix	San Bernardino	Boca Raton	Kansas City	Mississippi	Pennsylvania	Richmond
Tempe	San Carlos	Fort Lauderdale	Overland Park	Biloxi	Eddystone	Tysons
Tucson	San Diego (2)	Gainesville	Wichita	Nebraska	King of Prussia	Virginia Beach
California	San Francisco (2)	Jacksonville	Kentucky	Omaha	Mechanicsburg	Washington
Alameda	San Jose	Miami	Lexington	Nevada	Philadelphia	Bellevue
Campbell	San Mateo	Orlando	Louisiana	Las Vegas (2)	Scranton	Seattle
City of Industry	San Rafael	St. Petersburg	Baton Rouge	New Jersey	Rhode Island	Tacoma
Corona	San Ramon	Tampa (2)	Lafayette	Cherry Hill	Cranston	Wisconsin
Costa Mesa	Santa Clara	Georgia	Metairie	Kenilworth	South Carolina	Oconomowoc
Fremont	Stockton	Atlanta	New Orleans	Newark	Cayce	Waukesha
Glendale	Thousand Oaks	Augusta	Shreveport	New York	Greenville	
Irvine	Valencia	Macon	Maryland	Elmsford	Spartanburg	Canada
Lancaster	Van Nuys	Norcross	Baltimore	New York	Tennessee	China
Long Beach	Ventura	Hawaii	Bethesda	North Carolina	Memphis	India
Los Angeles (4)	Walnut Creek	Honolulu	Columbia	Charlotte	Nashville	United Arab Emirates
Modesto	Woodland Hills	Idaho	Gaithersburg	Morrisville	Texas	United Kingdom
Monterey	Colorado	Boise	Massachusetts	Ohio	Austin	
Monterey Park (2)	Aurora	Illinois	Boston	Cincinnati (2)	Corpus Christi	
Murrieta	Colorado Springs	Addison	Michigan	Cleveland	Farmers Branch	
Oakland	Denver	Chicago	Ann Arbor	Columbus	Fort Worth	
Ontario			Clawson	Dayton	Grand Prairie	



ARC Document Solutions is a publicly traded company (NYSE: ARC) that provides technology and document-related services to businesses of all types. We have the largest physical presence in the United States of any company of our kind. Production facilities in 38 U.S. states, and more than 144 U.S. Cities

visit [www.e-arc.com](http://www.e-arc.com) for more information



## Contact Information

### **Bob Higgins**

Graphic Solutions Consultant

817

[bob.higgins@riotcolor.com](mailto:bob.higgins@riotcolor.com)

### **Mike Davis**

Branch Manager

(817) 608-0809

[mike.davis@riotcolor.com](mailto:mike.davis@riotcolor.com)

### **Shane Herzog**

Regional Vice President

(713) 953-2305

[Shane.herzog@e-arc.com](mailto:Shane.herzog@e-arc.com)



## References

### **Children's Learning Adventure**

Dan Petersen

VP of Business Development

dpetersen@childrenslearningadventure.com

(480) 315-7940

Project: CLA Coles Crossing

Contract Value: \$135,000

### **Tellepsen**

Brian Mahoney

Project Manager

bmahoney@tellepsen

(713) 805-4159

Project: Milby High School

Contract Value: \$71,000

### **PBK**

Manny Torres

Project Manager

(713) 965-0608

manuel.torres@PBK.com

Project: Dickenson High School

Contract value: \$71,000

### **PBK**

Brandon Ross

Project Manager

(713) 965-0608

brandon.ross@pbk.com

Project: Sadie Harris Elementary

Contract Value: \$68,000

### **Cadence McShane**

Aldo Hernandez

Project Manager

(713) 329-5023

ahernandez@cadencemcshane.com

Project: Sterling High School

Contract Value: \$29,000



## PROJECT APPROACH



At Riot, we take a total solutions approach to help you reach your visual communication goals. Accurate and timely execution is critical to our customer's success - which is how we measure our success. We understand the importance of consistent execution and faithfulness to brand standards.

Riot boasts one of the largest footprints around the country with 15 Riot Creative Centers and 175 ARC locations across the United States. We have an extensive network of professional installers across North America with complete services from site surveys to installation and dismantling. We manage the process every step of the way, giving you peace of mind.

Our team leaders have the infrastructure and resources to adapt to dynamic workflow priorities as they are presented. Though we have a large pool of talent and experience, we understand the importance of streamlined communication when it comes to fast paced/complex projects. Riot will provide a dedicated Project Manager to provide a single point of communication for project coordination. The Project Manager will provide consistency as the project makes its way through production, coordinate Quality Control on the printed pieces, coordinate shipping and installation and oversee accurate billing.

Riot Grand Prairie hours are Monday – Friday 8:00 AM – 5 PM, Saturday hours are available upon special request. We will respond with a follow up to new orders via email or phone within a few hours of receipt. All DCTA files and data will be safely stored in a dedicated space on our secure server with privacy and ownership of information provided by DCTA kept in mind at all times.

We are certain that Riot is the right partner for YOU. Riot is relentlessly dedicated to coming through for our customers and consistently delivering great results. If it matters to YOU, it matters to RIOT!



## PROJECT SAMPLES

## WHO IS RIOT?

Riot Creative Imaging prints and installs high-end color graphics for some of the world's best-known brands. We specialize in producing **environmental graphics**, crafting **event displays**, and providing **full-service project management**, from concept and design to printing and installation.



Regular Item 10, Exhibit 4

RIOT IS DRIVEN BY AN INTENSE DESIRE TO AMAZE  
CUSTOMERS BY TRANSFORMING THEIR VISIONS INTO REALITY.



# PRINT AND GRAPHICS SOLUTIONS

TRANSFORMING VISIONS INTO REALITY



Regular Item 10, Exhibit 4

# SERVICES

## Reliability and Excellence

Riot provides a full suite of service solutions. Our project managers will ensure that everything – from your initial consultation and production, to installation and rollout – goes according to plan.

Our commitment to **quality**, **consistency**, and **execution** means that you'll get amazing graphics that yield remarkable results every step of the way.



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# ENVIRONMENTAL GRAPHICS

## Create a place that inspires and energizes

Barren rooms and boring lobbies are a thing of the past. Companies today put a lot of resources into building spaces that define their culture, promote action, and encourage collaboration.

Environmental graphics add excitement while clearly communicating your organization's vision. By combining ingenuity, specialized materials, and advanced production techniques, our experts will build a stunning visual display sure to **make your brand** and **location shine**.



Regular Item 10, Exhibit 4

### Foster productivity and collaboration

Environmental graphics solutions that are fun and energetic help team members to focus, execute, and stay motivated.

### Show off your company

Promote your brand with confidence while sharing your ideals and values with guests, team members, and clients.

### Project management

When you partner with Riot, we take care of all the logistics. We'll measure for, produce, and install a graphics package that is custom-built to the unique requirements of any space.

## Consultation

### Two heads are better than one

Riot's consultants will quickly become an extension to your design and marketing team. Our knowledgeable specialists work directly with you to understand your goals, define the scope, and develop a unique and custom solution which overcomes any challenges and brings your idea to life.

## Logistics

### Fulfillment and rollouts made easy

We're experts at handling every twist and turn in the road to make sure your plan goes off without a hitch. From file preparation, production and installation, to vendor management and inventory distribution, we'll manage the key choices that are critical to your project's success and ensure your deliverables are fulfilled on-time and on-budget.

## Installation

### We've got you covered

Our professional installers are spread across the globe and ready to install your graphics with precision and attention to detail. Whether you have a window graphic to hang, a large rollout among several locations, or a building that needs to be wrapped, we'll handle every step of the install process and make your project shine.

## Project Management

### Impeccable quality, professional execution

Hand us the reigns and we'll jump in with both feet to schedule, coordinate, manage, and ensure your project goes smoothly. Our project managers are obsessed with the details and will execute your plan with an extreme amount of pride, craftsmanship, and accountability.



Regular Item 10, Exhibit 4

# EVENTS & TRADESHOWS

## Distinguish yourself from the crowd

It's hard to set yourself apart from competitors if your display doesn't stand out.

Whether you're hosting a corporate event, attending a tradeshow, or sponsoring a golf hole, Riot has everything you need to succeed.

From tradeshow booths, custom displays, backdrops, promotional items, and more, we'll help you to showcase your products and services, build brand awareness, and **represent your company with pride.**



Regular Item 10, Exhibit 4

## Acquire more customers

Easily start conversations with prospects when you have a brilliant display that is designed to attract and engage new clients.

## Custom displays

Aside from traditional tradeshow booths, we produce unique display systems and graphic backdrops that maximize the response for any occasion.

## Professional branding

Riot makes sure your displays and materials are consistent across all mediums. Your logo will be the same color on the 18th hole as on your brochures and banners at the clubhouse.

## Examples

- Murals
- Dimensional lettering
- ADA signage
- Directional signs
- Privacy films



## Ideal for

- Office spaces
- Lobbies
- Schools and universities
- Retail
- Museums
- Municipalities
- Hotels



# WALL & WINDOW GRAPHICS

## Let your windows and walls do the talking

Exposed walls and empty windows can make even the nicest locations feel empty, uninviting, and mundane.

Riot's colorful graphics solutions will dramatically transform your space so that you can **attract new customers, promote your business, and clearly communicate your message**. We'll print and install your graphics on nearly any surface you can think of – windows, buildings, walls, underwater, on kiosks, floors, escalators, and more!



Regular Item 10, Exhibit 4

### Grow your business

Help guide customers to strategic areas, encourage new buying behaviors, and promote key products and services.

### Great impressions

Create a warm and inviting space to ensure that you're displaying your brand and message with professionalism and style.

### Professional consultation

Our experts will meet with you to review your goals and objectives in detail, then we'll recommend a graphics solution, create your prints, and install them with precision and care.

## Examples

- Tradeshow displays
- Graphic backdrops
- Banner stands
- Literature and promotional items
- Feather signs
- Silicone Edge Graphics (Fabric)



## Ideal for

- Corporate events
- Golf courses
- Tradeshows
- Holiday parties
- Conferences



Regular Item 10, Exhibit 4

# SIGNS

## Custom visuals for any application

Signs need to look impeccable while holding up to constant use. Without the right materials, ink, and coatings, signs can fail, leading to poor results and an unprofessional look for your company. Using premium materials and state-of-the-art printers, Riot produces signs and banners that are built to withstand the elements and **always look great**, rain or shine.

From retail signs and barricades to directional signage and menu boards, we'll create a brilliant sign sure to help you **make a splash**.

### Influence behavior

Attract large crowds, direct consumers to specific locations, promote new products, advertise your business, and engage with more customers.



Regular Item 10, Exhibit 4

### Multiple applications

Banners and signs can fit wherever you need maximum impact – retail stores, schools, events, restaurants, hotels, office settings, and more.

### Built to last

We craft our signs and banners using reliable materials to ensure they look amazing, even after years of use.

## Examples

- POP displays
- Window graphics
- Floor graphics
- Kiosk wraps
- Posters
- Privacy film
- Silicone Edge Graphics (Fabric)



## Ideal for

- Retail
- Conference rooms
- Construction sites
- Schools and universities
- Malls
- Hotels
- Movie theaters
- Airports



# SMALL-FORMAT

## Represent your brand with confidence and consistency

It's not easy to win new customers and grow your business if your company materials don't look professional. Unfortunately, marketing assets are an area where it's common to cut corners.

Riot produces high-quality marketing materials such as stationery, brochures, flyers, promotional items, and business cards. Whether you're a large company or a mom-and-pop shop, we'll make sure you have all of the assets you need to run your business and **take it to new heights**.



Regular Item 10, Exhibit 4

### Make your materials stand out

We have a large selection of quality card stock and our production equipment is capable of embossing, laminating, stamping, finishing, and binding a variety of materials.

### High-quality

Your company collateral is always printed on premium materials to ensure you make a great impression every time.

### Convenient and efficient

Simply pick up your order from one of our locations, or Riot will deliver your marketing assets directly to your event or office.

## Examples

- Jobsite safety
- Barricade graphics
- Banners
- Window signs
- Feather flags
- Silicone Edge Graphics (Fabric)
- Menu boards



## deal for

- Retail
- Events
- Tradeshows
- Conference rooms
- Construction sites
- Schools and universities
- Malls
- Hotels
- Movie theaters



# TRANSPORTATION WRAPS

## Catch eyes and turn heads

Whether you have a single car or a long line of semi-trucks, it's a lost opportunity if you're not advertising your business on the road. Riot will transform your vehicle or fleet into a mobile billboard designed to **promote your business** and **attract new customers**.

Using your logo and custom design, we can print on a variety of materials and will wrap nearly anything, from cars and trucks to boats and rollercoasters.



Regular Item 10, Exhibit 4

### Reliable materials

Our premium materials and finishes are designed for constant use and will keep your vehicle looking fresh and new after thousands of miles of rain, sun, and snow.

### Consistent results

We'll make sure your colors, logo, and design look great across your entire vehicle fleet so that your brand is always showcased for maximum impact.

### Custom fit

Our professional installers will ensure your design fits perfectly around every nook and cranny, guaranteeing a custom fit every time.

## Examples

- Brochures and flyers
- Business cards
- Custom binders
- Literature and promotional items
- Bindings, mountings, and finishings



## Ideal for

- Lobbies
- Display stands
- Events
- Tradeshows
- Meetings
- Networking functions

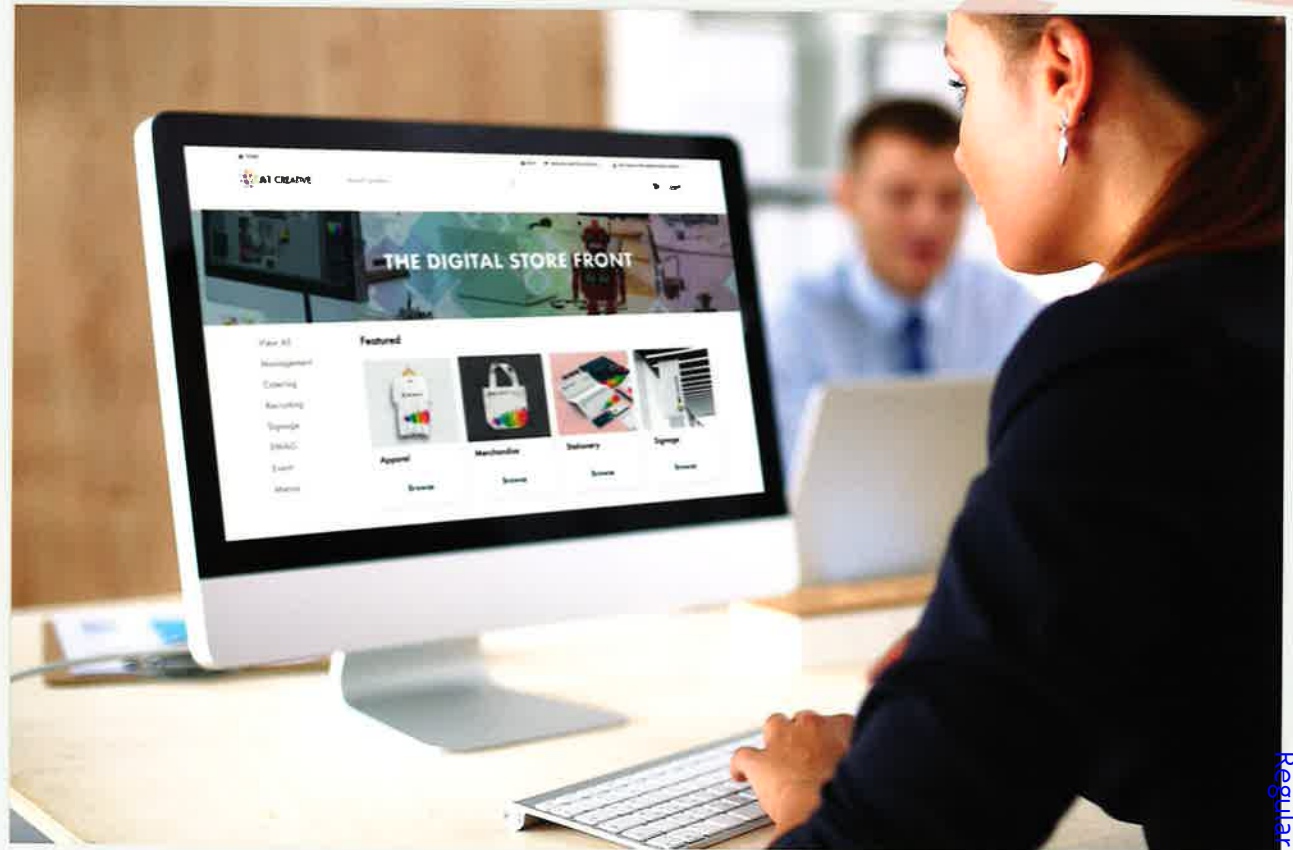


# DIGITAL STOREFRONT

## Consistent branding made simple

Dealing with conflicting messaging, inconsistent branding, and unreliable materials is common when you have multiple team members managing your printed assets. Riot's Digital Storefront empowers you to **order, manage**, and **maintain** all of your signage and printed materials from one convenient platform.

Our on-demand fulfillment system delivers all of your flyers, business cards, invitations, menus, and branded materials straight to you.



### Convenient and scalable

Whether you need a company banner at one location or brochures and shirts at multiple sites, we'll deliver to you anywhere in the world.

### Manage and maintain

With all of your asset files in one place, ordering, re-ordering, and distributing materials to your team is a breeze.

### Ensure consistent branding

No matter how large or small your business is, your brand will be represented clearly and consistently from one location to the next.

## Examples

- Vinyl wraps
- Decals
- Magnetic signage
- Windows



## Ideal for

- Auto wraps
- Boats
- RVs
- Trailers
- Food trucks
- Fleet vehicles



# CLOSER THAN YOU THINK



- Atlanta
- Baltimore
- Bangalore
- Chicago
- Cleveland
- Costa Mesa

- Dallas
- Denver
- Dubai
- Hawaii
- Houston
- Kansas City

- Las Vegas
- London
- Los Angeles
- Miami
- Minneapolis
- New York

- Orlando
- San Francisco
- Seattle
- Toronto
- Tulsa
- Vancouver

## Examples

- Marketing collateral
- Safety signs
- Banners
- Promotional signs
- Supplies and equipment

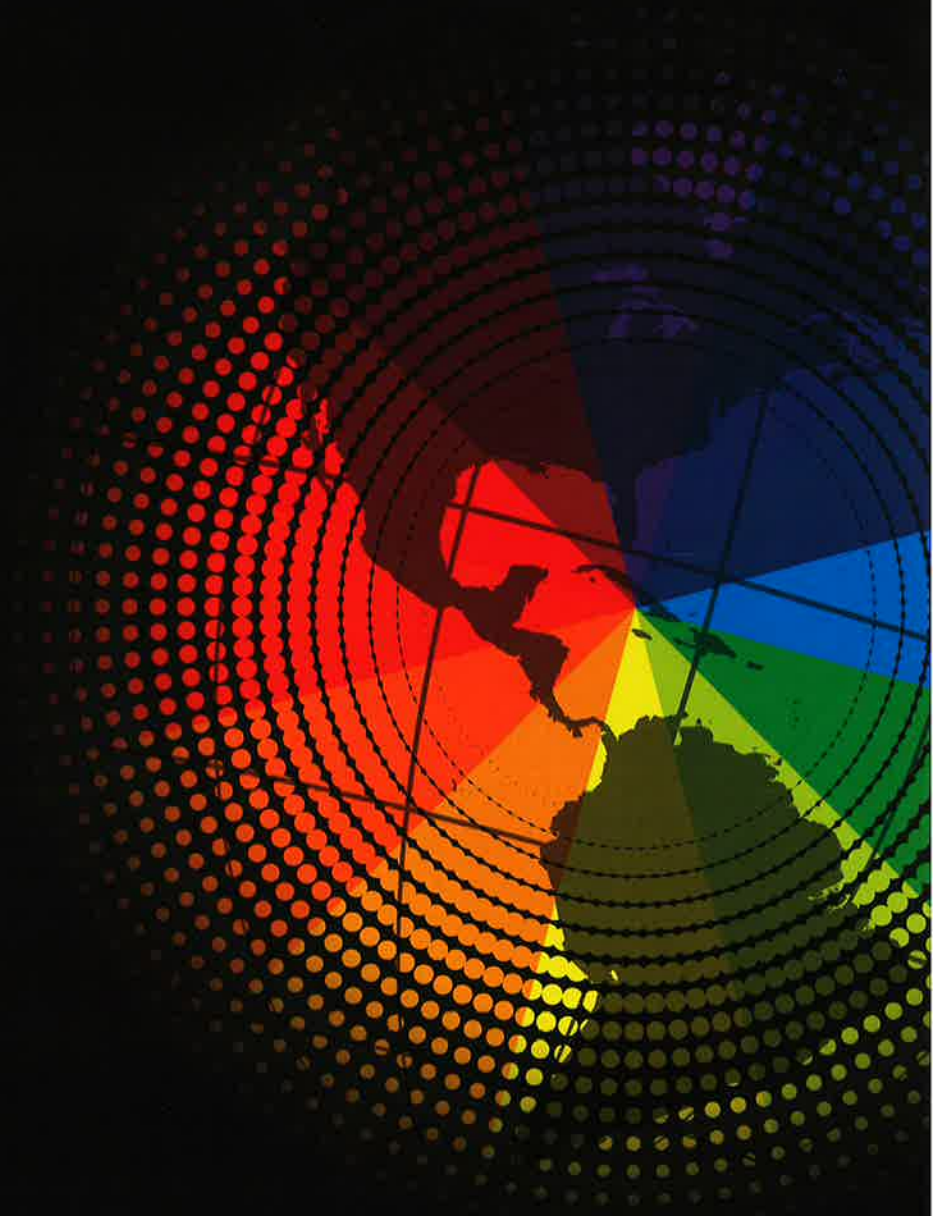


## Ideal for

- Jobsite signage
- Events and tradeshow
- Retail
- Restaurants
- Health clubs



Regular Item 10, Exhibit 4



AT  
Color S

### Visual Communications

We believe that the best visual communication is a well thought-out strategy that brings together the right materials and the right design. We combine the latest printing technologies with the best design thinking to create everything from single one-offs to all-encompassing visual environments.

### Indoor Graphics and Signage

Create a visual environment that will turn heads. Make your statement with the vast array of graphic and signage possibilities available today, from lobby signboards to trade-show light boxes, from enormous murals to fine-art-quality reproductions.

### Outdoor Graphics and Signage

Outdoor media reaches consumers missed by other media, such as TV, radio, newspapers, or the Internet. Savvy business owners make outdoor graphics and signage an important part of their marketing mix.

### Total Solutions

We take a total solutions approach — building relationships and offering services that support your ambitions and help you reach your visual communication goals. With an ever-evolving number of material and design options, it's no wonder clients look to us for guidance. Our experts are always happy to educate you about the latest design and production innovations, giving you the edge you need.

arc.bro.april.2012





### Project Management

We're solutions people. Problem solvers. That's why we offer comprehensive, integrated support services, so you can deliver your brand and an on-point visual message to your market and customers. Concept. Design. Proofing. Production. Packaging. Shipping. Fulfillment. Pickup. Delivery. Installation. Maintenance. De-installation. We do it all.

### National Capabilities

Rolling out marketing in cities around the country? No problem. Need a site surveyed in Los Angeles, but your design team is in New York? We're glad to help. We print, manage, and distribute locally, regionally, and nationally. With our national footprint, nobody can do visual communication on a national level like ARC Color Services.

### Environmental Solutions

We are proud to be an industry leader when it comes to providing environmentally friendly services and products. We pledge to reduce consumption of resource-intensive goods, to help our customers learn about green printing, to partner with like-minded green vendors, and to build awareness of sound environmental practices. We always seek out the most sustainable solutions and make a conscious effort to set new standards in caring for the environment.

### Online Storefront

Create a repository of all your assets with our online storefront service. Add customizable web-fulfillment and asset-management options for 24/7 access and management. It's great for brand consistency and order fulfillment. Flexible deployment options and a range of services are available.



[www.e-arc.com](http://www.e-arc.com)



**1981 N. Broadway**  
**Suite 385**  
**Walnut Creek, CA 94596**  
Phone (925) 949-5100





## PRICING



## ATTACHMENTS

## Offset/Digital Printing

Project Description	Size	Paper /Substrate	Printing /Binding /Folding	Total Price & Quantity
Brochures	8.5"x11"	80# book with the satin aqueous coating	4/4 with bleed, Tri-fold	Cost for 250: \$115.00 Cost for 500: \$210.00 Cost for 1,000: \$380.00 Cost for 2,500: \$850.00
Large Brochures	17"x11"	80# Pro digital silk book	4/4 with bleed, Tri-fold	Cost for 250: \$130.00 Cost for 500: \$240.00 Cost for 1,000: \$440.00 Cost for 2,500: \$1000.00
Rack Cards	3.5" x 8.5"	14pt cardstock	4/4 with bleed	Cost for 250: \$155.00 Cost for 500: \$300.00 Cost for 1,000: \$580.00 Cost for 2,500: \$1375.00
Passenger Surveys	5.5" x 8.5"	80# cover uncoated	4/4 with bleed	Cost for 7,500: \$1125.00
Direct Mail	7"x5"	80# cover	4/4 with bleed	Cost for 2,500: \$500.00 Cost for 7,500: \$1125.00
Small Route Guides	8.5"x14"	60# white opaque smooth text	4/4 with bleed, Trim folds to final size of 8.5"x3.5"	Cost for 500: \$210.00 Cost for 1,000: \$380.00 Cost for 2,500: \$850.00 Cost for 5,000: \$1500.00
Large Route Guides	17"x14"	60# white opaque smooth text	4/4 with bleed, Trim folds to final size of 8.5"x3.5"	Cost for 500: \$280.00 Cost for 1,000: \$490.00 Cost for 2,500: \$1175.00 Cost for 5,000: \$2250.00
Handouts	8.5" x 11"	100# gloss text	4/4 with bleed	Cost for 250: \$105.00 Cost for 500: \$200.00 Cost for 1,000: \$380.00 Cost for 2,500: \$800.00
Seat Drops	4.25 x 5.5"	80# gloss cover	4/4 with bleed	Cost for 2,500:

				\$500.00
Promotional Fare Media	3.375" x 2.125"	Plastic with rounded corners, CR80.30 Mil Graphic Quality PVC Cards, same size and thickness as a credit card, CR80 30 mil graphic-quality PVC cards are also known as CR8030, CR80.030 or 80.030-GQ-WH	4/4 with bleed,	Cost for 150: \$112.50
Informational/Promotional Cards (GO Request, Free Rides, etc.)	3.5" x 2"	100# Business Cards	4/4 with bleed	Cost for 5,000: \$3500.00

**Administrative Prints**

Project Description	Size	Paper /Substrate	Printing	Total Price & Quantity
Business Cards	3" x 2"	100# Cover Bright White Matte Vellum Finish	4/4 with bleed	Cost for 250: \$22.50 Cost for 500: \$35.00
Letterhead	8.5" x 11"	70# Vellum Bright White	4/0 with bleed	Cost for 1,500: \$675.00
Envelopes	#10 Envelope	70# Vellum Bright White	4/0 with bleed	Cost for 1,500: \$525.00

Project Description	Size	Paper /Substrate	Printing	Total Price & Quantity
Windscreen Decals	61"x13" or 37.5"x13"	Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type material	DigitalVinylPrint-FullColor& UV Laminate 4/0withbleed	Cost for 36: \$362.99 / \$222.67
Window Decals / Clings	8.5" x 11"	Opaque static cling	4/0 with bleed	Cost for 125: \$162.50
Window Decals / Clings	12"x12"	Full color static cling		Cost for 125: \$236.25
Rail Cards	18" x 11"	.030 styrene	4/0 color directly on product	Cost for 50: \$112.50
Extended Rail Cards	36"x11"	.030 styrene	4/0 color directly on product	Cost for 50: \$224.00
Hot Items Posters	18" x 24"	100# gloss cover	4/0 with bleed	Cost for 1: \$6.00 Cost for 2: \$12.00 Cost for 4: \$24.00
DDTC Kiosk Posters	22" x 28"	100# gloss cover	4/0 with bleed	Cost for 1: \$7.25 Cost for 4: \$29.00 Cost for 12: \$84.00
DDTC System Map	72" w x 48"t	.030 Polystyrene	4/0 color directly on product	Cost for 1: \$22.75
Windscreen Signs	61" x 46.5"	.030 Polystyrene with UV Protection	4/0 color directly on product	Cost for 1: \$46.20 Cost for 5: \$213.75
Presentation Boards	30 x 40 or 36 x 48	white foam core board - 1/4"	4/0 - with bleed	Cost for 5: \$39.57 \$57.00

## Forms / Books

Project Description	Size	Paper /Substrate	Printing /Binding /Folding	Total Price & Quantity
Budget Books	Covers: 8 1/2" x 11", Tabs: 9" x 11"	Covers&Tabs:130# Pro- Digital Silk Cover, InsideSheets:70#WhiteHusky Offset 50 Pages	Cover & Tabs: 5 mil Gloss Laminate/Mylar Tab&Spine, Silver Wire-O Binding	Cost for 50: \$1890.00 Cost for 100: \$3516.00 Cost for 250: \$8287.50
CAFR Books	9" x 11"	110# Gloss Cover 50 Pages	Printing/Binding/Foldi ng-5mil Gloss Laminate	Cost for 50: \$2562.50 Cost for 100: \$4875.00 Cost for 250: \$11687.50



DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

March 23, 2020

**ADDENDUM NO. 1**

**RFP 20-07**

**PRINT SERVICES**

**Changes:**

1. Proposal due date has been changed from 4/6/20, 4pm to **4/15/20, 4pm.**

**Addendum 1 Attachments:**

Attachment 1: Solicitation Overview and Endorsement

*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.*

A handwritten signature in cursive script that reads "Christa Christian".

Christa Christian, CPPB  
Sr. Procurement Specialist

Acknowledged by: Shane Herzog Date: 04/15/20  
Firm/Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2020

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

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT</b> NAME: Bridgette Taul PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: btaul@mcgriff.com														
<b>INSURED</b> ARC Document Solutions, LLC. 1304 Langham Creek Drive, Ste 324 Houston, TX 77084	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER B :Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Atlantic Specialty Insurance Company	27154	INSURER B :Travelers Property Casualty Company of America	25674	INSURER C :The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:**E32NECNS**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		X	7110166080001	02/26/2020	02/26/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$										
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B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2L7502841951K (AOS) UB2L6010821951R (AZ, MA, WI)	02/26/2020	02/26/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		\$			\$			\$			\$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DCTA, its directors and employees are Additional Insured under General Liability and Automobile Liability on a primary and non-contributory basis as required by written contract. Workers Compensation provide a Waiver of Subrogation in favor of DCTA, its directors and employees as required by written contract. In the event of cancellation by the insurance companies, the policies have been endorsed to provide 30 days notice of cancellation (except for non payment) to the certificate holder as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

DCTA 1955 Lakeway Drive, Suite 260 Lewisville, TX 75057	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

Attachment C**NON-COLLUSION AFFIDAVIT*****This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder/proposer, Riot Creative Imaging, 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.




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 Signature of Authorized Company Representative

---

 Mike Davis, Branch Manager

---

 Name and Title of Authorized Company Representative

---

 04/14/20

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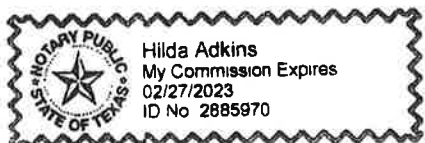
 Date

 Subscribed and sworn to before me on April 14 2020 (Date)



(Notary Seal)

---

 Signature Notary Public


**Attachment D**

**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, Mike Davis (Name of certifying official), the Branch Manager (title or position of certifying official) of Riot Creative Imaging (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: Branch Manager

Date: 04/14/20



## APPENDIX

**Attachment A****DCTA****BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein)  
ARC Document Solutions LLC / Riot Creative Imaging

2. Doing Business As (other business name if applicable)  
Riot Creative Imaging

3. Federal Tax ID Number  
74-6036592

4. Business Mailing Address (include City/State/Zip Code)  
1517 W. Carrier Parkway, Grand Prairie, TX 77050

5. Business Email Address  
arlington\_prod.corp@e-arc.com

6. Business Telephone Business Fax Number  
817-608-0809 817-608-0809

7. Business Type  
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business  
94 years, formerly known as Ridgway's

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).

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 Mike Davis

Title Branch Manager

Signature of Owner 

Date 04/14/20

Email Address mike.davis@riotcolor.com

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

**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.**

ARC Document Solutions LLC / Riot Creative Imaging

**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

04/14/20

\_\_\_\_\_  
Date



## Board of Directors Memo

May 27, 2020

SUBJECT: Consider Award of RFP 20-12 for Insurance Broker of Record Services

### Background

A request for proposals was issued on March 23, 2020 seeking qualified firms to serve as Broker of Record to acquire DCTA's Excess Railroad Liability Insurance and provide risk management advisory services to assist DCTA on other insurance related matters. Five thousand, six hundred, twenty-seven (5,627) entities were successfully invited to view the documents on the electronic procurement platform used by DCTA.

On April 21, 2020, DCTA received one (1) proposal in response to the RFP:

1. McGriff Insurance Services

Staff conducted a review and evaluation of the proposal and is recommending award to McGriff.

### Identified Need

This contract will provide staff with a single point of contact for specific insurance inquiries and will assist DCTA with securing excess insurance. DCTA has contracted for Broker of Record services for the last five years.

### Financial Impact

The agreement is for a three (3) year term commencing August 1, 2020, through and including July 31, 2023, with the option to renew for two (2) additional one (1) year terms. The total anticipated cost for the contract is \$87,500 over the five (5) year term or \$17,500 per year.

### Recommendation

Staff recommends the Board approve the award of Insurance Broker of Record services and authorize the CEO to execute a contract with McGriff Insurance Services.

### Exhibits

Exhibit 1 – Evaluation Consensus

Exhibit 2 – Request for Proposal Package

Exhibit 3 – McGriff Proposal

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

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

Approval: Raymond Suarez  
Raymond Suarez, CEO



<b>EVALUATION SCORE SHEET - CONSENSUS AVERAGES</b>
<b>DCTA REQUEST FOR PROPOSAL 20-12 Insurance Broker of Record</b>
<b>EVALUATOR: _Evaluation Team_____</b>

	<b>MAX PTS</b>	<b>McGriff</b>
<b>TOTAL SCORE</b>	<b>100</b>	91.333333

	<b>McGriff</b>	
Eval 1	97	_____
Eval 2	92	_____
Eval 3	85	_____
Average	91.33333333	_____



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Proposals (RFP) 20-12		
<b>TITLE</b>	Insurance Broker of Record Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	N/A	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	
<b>QUESTIONS DUE</b>	4/7/20 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	4/10/20 by 5:00 pm CST
<b>DUE DATE/TIME</b>	4/21/20 at 4:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	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		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Christa Christian, CPPB <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p><b>DCTA</b> 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian SOLICITATION #20-12 Lewisville, Texas 75057</p> <p><b>Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> 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>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	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 <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	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).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## **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 commencing August 1, 2020, through and including July 31, 2023, 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**

DCTA is seeking proposals from qualified firms to serve as a Broker of Record (hereinafter referred to as "BROKER" OR "CONTRACTOR") to acquire DCTA's Excess Railroad Liability Insurance and/or additional insurance policies as applicable in accordance with Section 460.110 of the Texas Transportation Code and provide risk management advisory services to assist DCTA on other insurance related matters as outlined in the Scope of Services. DCTA's current Excess Railroad Liability Insurance is provided through a multi-layer program with Steadfast Insurance Company, a member of Zurich Insurance Group, as the primary carrier with a policy limit of \$125,000,000 and \$2,000,000 self-insured retention and claims handling including defense costs.

The following services will be required to support the efforts to obtain excess rail liability insurance and other BROKER related services associated with DCTA's insurance coverages or policies.

#### **A. DEVELOPMENT**

BROKER shall work closely with DCTA to develop bid requests to secure excess insurance for DCTA's insurable risks. BROKER shall evaluate the existing rail liability insurance and suggest recommendations for additions or changes to coverages and limits of insurance. The objective is to place Excess Insurance in accordance with the desired retentions and limits to be designed by DCTA and to satisfy any and all insurance requirements from contracts entered into by DCTA in the course of operations. BROKER shall make available to DCTA all resources at its disposal to properly collect, organize and review all data placed into the bid request. DCTA's current excess rail liability insurance policy ends September 30, 2020.

**B. IMPLEMENTATION**

BROKER shall market DCTA's account to qualified excess insurance companies. Marketing shall include, but not be limited to, assisting in the development of insurance specifications and underwriting criteria, assisting in developing Requests For Quotes from insurance companies, canvassing insurance markets, reviewing suitable manuscript policies, negotiating on behalf of DCTA, consulting and providing professional advice on proposed changes or enhancements to the program and providing ongoing advisory services for the duration of the contract concerning changes or enhancements to the program.

**C. BID OF EXCESS INSURANCE PROGRAM**

BROKER shall represent DCTA in all phases of this project. Direct negotiations with the insurance company will take place with the direction of DCTA. Placement of any program of insurance will be conducted as a bid directly to insurance market underwriters. BROKER shall review bids and assist DCTA in the selection thereof. It is clearly understood that any resulting product from the Broker of Record contract cannot be accepted nor bound until approved by DCTA's Board of Directors or as designated to the CEO by the Board. All procurement of insurance shall be conducted in accordance with the Texas Transportation Code and all applicable law.

**D. ADMINISTRATION**

BROKER shall continue to act in an advisory and consulting role to DCTA for the duration of the BROKER's contract to ensure that the insurance program accepted by DCTA continues to work smoothly and effectively.

**E. LOSS PREVENTION/SAFETY AUDIT SERVICES**

BROKER shall arrange for Loss Prevention and Safety Audit Services upon written authorization by DCTA as needed. These services shall include but are not limited to recommendations and expertise on loss prevention, claims and underwriting needs, safety program evaluations, evaluation of high-risk activities, and exposure identification.

**F. OTHER SERVICES**

BROKER must be available to serve in a consulting capacity to DCTA on insurance or BROKER related issues on such projects as DCTA may request, including, but limited to, identification, evaluation, and implementation of Third Party Claims Administration services; identifying markets for specialty coverage for vendors or BROKERS doing business with DCTA; reviewing contractual/lease provisions; helping DCTA assess financial strength of insurance companies, risk retention and purchasing groups, captive insurers, and other non-traditional insurance mechanisms; loss settlement negotiation with primary or excess insurers if needed; attending meetings with DCTA Staff or DCTA Board as requested; responding to requests for information by DCTA; reviewing new laws; assisting in reviewing claims as needed; and answering loss control questions.

**Relationship**

Assignment of Personnel: BROKER agrees to assign qualified staff members including a Project Manager who shall be responsible for the task administration and work performance.

Employment of Personnel: BROKER agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by BROKER 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.

**Subcontracts:**

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

Written Approval of DCTA: 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.

**G. PROPOSAL SUBMITTAL REQUIREMENTS**

EXECUTIVE SUMMARY: State BROKER's understanding of this project and proposed means of accomplishing it. Summary shall include a restatement of the work to be accomplished, the anticipated approach, and any unique problems and their solutions. BROKER must state specifically what areas of knowledge and discipline it is applying and how it will handle areas outside of its base of experience.

INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE, including resumes of key personnel who will be DCTA's points of contact – Attachment A.

LITIGATION DISCLOSURE – Attachment B.

BROCHURES – Include brochures, financial statements for the last three (3) years and other relevant information about your company you wish DCTA to consider.

ORGANIZATIONAL CHART – BROKER shall provide a current Organizational Chart of the office that will handle DCTA's business.

FEE SCHEDULE – Flat fee for basic BROKER services plus additional services as listed on Attachment C.

**ATTACHMENT A**

**INSURANCE BROKER OF RECORD  
QUALIFICATION QUESTIONNAIRE**

The purpose of this Questionnaire is to assist in the initial stages of selecting a Broker of Record for DCTA's insurance programs.

1. Name of Agency/Company:
2. Address:
3. Telephone:
4. If Joint Venture or Partnership, so state. List Prime firm and sub-firm(s) and state amount of work to be shared and area of work. Attach organizational chart and indicate Principal/Account Executives and their Primary Assistant.

5. Give brief description of the Agency/Company and its qualifications:

6. Account Executive's Qualifications:

Number of Public Entity Clients:

Type of Public Entity Clients:

Number of Other Clients:

Length of Time With Agency/Company:

Length of Career in Insurance or Risk Management:

Professional/Associate Designations:

Experience:

\_\_\_\_ Years Commercial Underwriting

\_\_\_\_ Years Personal Lines Underwriting

\_\_\_\_ Years Commercial Claims

\_\_\_\_ Years Agency Account Servicing

\_\_\_\_ Years Agency Marketing Function

\_\_\_\_ Years Risk Management

7. Assistant's Qualifications:

Number of Public Entity Clients:

Type of Public Entity Clients:

Number of Other Clients:

Length of Time With Agency/Company:

Length of Career in Insurance or Risk Management:

Professional/Associate Designations:

Experience:

\_\_\_\_ Years Commercial Underwriting

\_\_\_\_ Years Personal Lines Underwriting

\_\_\_\_ Years Commercial Claims

\_\_\_\_ Years Agency Account Servicing

\_\_\_\_ Years Agency Marketing Function

\_\_\_\_ Years Risk Management

8. List Major Markets:

9. Agency/Company Qualifications:

(Note: If a company or national broker, respond for the office or branch proposed to be on this account)

Date Founded/Opened:

Total Number of Employees:

Number of Public Entity Clients:

Approximate Total Public Entity Client's Premium Volume (P&C): \$\_\_\_\_\_

Approximate Total Premium Volume (all clients): \$\_\_\_\_\_

Approximate Average Size of all Accounts: \$\_\_\_\_\_

Largest Single Account: \$\_\_\_\_\_

10. Support Services Available:

	<u>In-House Staff</u>	<u>Available Through Affiliate</u>
Claims	( )	( )
Claims Audit	( )	( )
Risk Management Information Systems	( )	( )
Loss Control	( )	( )
Rehabilitation	( )	( )
Contract Bonding	( )	( )
Group Insurance	( )	( )
Life Insurance	( )	( )
Actuarial	( )	( )
Training	( )	( )
Bid Request Development	( )	( )

11. Specialty Areas of Expertise:

	<u>In-House Staff</u>	<u>Available Through Affiliate</u>
Railroad Liability	( )	( )
Pollution Liability	( )	( )
Professional Liability	( )	( )
Owner Controlled Insurance Programs	( )	( )
Excess Workers' Compensation	( )	( )
Self-Insured Liability Programs	( )	( )
Indemnification Agreements (Contracts)	( )	( )
Special Events Liability	( )	( )
Other _____	( )	( )
Other _____	( )	( )

12. List your four (4) largest Texas public entity clients, including address, telephone number, contact person and length of relationship.
  - a.
  - b.
  - c.
  - d.
13. List the three (3) most recent Texas public entity clients that did not renew their contracts for your services, including address, telephone number and contact person, as well as expiration date of contract.
  - a.
  - b.
  - c.
14. Does the Agency/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
15. Is your company, its affiliates and/or subsidiaries subject to any contract that creates a conflict of interest with and/or prohibits you, your company, its affiliates and/or subsidiaries from providing broker services to DCTA?
16. Provide a statement of the company's financial responsibility and resources to undertake a contract of this magnitude. The SELECTED AGENCY/COMPANY must provide the firm's three most current year-end audited financial statements. If possible, please provide link to view financial statements online.
17. Is Agency/Company authorized and/or licensed to do business in Texas?
18. List amount of Errors and Omissions Insurance: Amount \$\_\_\_\_\_
19. Provide receipt acknowledging any Amendments to this Proposal, if applicable.
20. Provide Executive Summary.
21. Provide completed Litigation Disclosure found in Attachment B.
22. Provide relevant company brochures, annual reports and other applicable data.
23. Provide Organizational Chart.

24. Provide completed Fee Schedule found in Attachment C.

25. Indicate contact person concerning your proposal or setting dates for meetings.

Name:

Address:

Telephone:

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Name of Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_

Title of Principal \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT B**

LITIGATION DISCLOSURE

Provide detail of any pending litigation or claims filed against BROKER.

SUBJECT MATTER(S)  
(List below)

STATUS

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**ATTACHMENT C**

**FEE SCHEDULE**

1. Annual Service Fee For All Services Not To Exceed:

Year 1: \$ _____	Amount Per Quarterly Invoice: \$ _____
Year 2: \$ _____	Amount Per Quarterly Invoice: \$ _____
Year 3: \$ _____	Amount Per Quarterly Invoice: \$ _____
Year 4: \$ _____	Amount Per Quarterly Invoice: \$ _____
Year 5: \$ _____	Amount Per Quarterly Invoice: \$ _____

2. Additional Services Proposed By BROKER:

Fee: \$ \_\_\_\_\_

Name of Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_

Title of Principal \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

## PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted in one sealed package. The package shall be labeled as **RFP 20-12**. Responses shall be submitted in three ring binders 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, two (2) 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.
- EXECUTIVE SUMMARY: State BROKER's understanding of this project and proposed means of accomplishing it. Summary shall include a restatement of the work to be accomplished, the anticipated approach, and any unique problems and their solutions. BROKER must state specifically what areas of knowledge and discipline it is applying and how it will handle areas outside of its base of experience.
- 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, include **Attachment A – Insurance Broker of Record Qualification Questionnaire**. 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.
- Please list any special certifications by firm and/or key employees
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.
- Attachment B – Litigation Disclosure Form

## **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 firm's understanding of the scope of work, including a detailed project plan for this engagement outlining 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.

## **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.

**FEE SCHEDULE** – Flat fee for basic BROKER services plus additional services as listed on **Attachment C**.

**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:

- Appendix A Bidder's Questionnaire
- Appendix B Form CIQ Conflict of Interest Questionnaire
- Appendix C Non-Collusion Affidavit
- Appendix D Prohibition of Contracts with Companies Boycotting Israel

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 award based on the best value to the agency. Evaluation will be based on the following criteria:

SCORING CRITERIA	WEIGHT
<b>Experience and Qualifications</b> BROKER's capability to provide the services requested and information contained in the Insurance Broker of Record Qualification Questionnaire (Attachment A) and Litigation Disclosure (Attachment B). <ol style="list-style-type: none"> <li>1. Background of BROKER and support personnel, including professional qualifications and length of time working in BROKER's capacity</li> <li>2. Relevant experience of the BROKER</li> <li>3. Specific experience with Texas public entity clients</li> <li>4. Other resources, including total number of employees, number and location of offices, and affiliated companies</li> <li>5. References with contacts' names and telephone numbers</li> </ol>	50
<b>Project Approach and Responsiveness</b> <ol style="list-style-type: none"> <li>1. Requested information included and thoroughness of response</li> <li>2. Understanding and acceptance of the scope of services</li> <li>3. Acceptance of the RFP and Contract requirements</li> <li>4. Clarity and conciseness of the response</li> </ol>	20
<b>Price</b> 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. <ul style="list-style-type: none"> <li>• Attachment C – Fee Schedule</li> </ul>	30
<b>Total</b>	100
<b>Required Forms and Certifications</b> All applicable forms and certifications listed in the proposal submittal information, Appendix 6 sections must be included with the proposal in Tab 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**

Award will be made to the responsible firm whose proposal is 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](mailto: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 ISRAEL**

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**

Statutory Limits per occurrence

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

### **PROFESSIONAL LIABILITY**

- \$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.



## BIDDER'S QUESTIONNAIRE

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

# 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

**Appendix C****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

## **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:



**DCTA**

## Request for Proposals

Insurance Broker of Record Services

**Solicitation 20-12 Electronic Response | Due: April 21, 2020 4:00pm**

**Presented by:**

Robert Waggoner, ARM  
Senior Vice President

5080 Spectrum Drive, Suite 900E, Addison, TX 75001  
Phone: (469) 232-2100 | Fax: (469) 232-2101



## Transmittal Letter

1. Qualifications and Experience
  - A. Attachment A – Insurance Broker of Record Qualification Questionnaire
    - 1) Executive Summary
    - 2) Overview of McGriff
    - 3) Experience
    - 4) Service Team
    - 5) Litigation Disclosure
    - 6) Organization Chart
2. Project Approach
  - A. Scope of Services
    - 1) Basic Services
    - 2) Loss Control Services
    - 3) Claims Services
    - 4) Value Added Services
3. References
4. Pricing
  - A. Fee Schedule
5. Attachments
  - A. Addendums
  - B. Certificates of Insurance
6. Appendix
  - A. Bidders Questionnaire
  - B. Form CIQ Conflict of Interest
  - C. Non-Collusion Affidavit
  - D. Prohibition of Contracts with Companies Boycotting Israel

5080 Spectrum Drive, Suite 900E • Addison, TX 75001 • TEL – (469) 232-2100 • FAX – (469) 232-2101

**April 9, 2020**

Ms. Christa Christian, CPPB  
Purchasing Department  
**Denton Transportation Authority**  
1955 Lakeway Drive, Suite 260  
Lewisville, TX 75057

**Re: Request for Proposals – Insurance Broker of Record Services**  
**RFP No. 20-12**

Dear Ms. Christian:

McGriff Insurance Service, Inc. is pleased to submit this proposal to the Denton Transportation Authority for Insurance Broker of Record Services. In reviewing our proposal we hope you find McGriff to be the leader in public entity insurance brokerage and consulting. As you will see from our references, we understand and excel at servicing the specific needs of public entities.

Founded in 1886, McGriff, Seibels & Williams, Inc. (McGriff) is one of the leading risk consulting and insurance brokerage firms in the country. In 2004 MSW joined the BB&T /Truist family of companies. With an industry-wide reputation for technical expertise and creative solutions, McGriff has tripled its revenue over the last ten years. According to the insurance industry's annual "Best Practices Study", McGriff has been one of the highest performing insurance sales organizations in the country.

**McGriff Insurance Services, Inc. has a Strong Public Entity Practice Group** – We focus on distinct business sectors in order to bring the benefit of specialization to our clients, and to insure that there is no learning curve at your expense. This is especially true of the Public Entity Group. Key leaders of the Public Entity group will be managing and servicing the Denton County Transit Authority's account.

We are certain that given the chance, we can redefine your expectations in the field of insurance broker services. Thank you for this opportunity and for considering McGriff Insurance Services for the exciting challenges that lie ahead.

Sincerely,



Robert Waggoner, ARM  
Senior Vice President

RW; tkh

## ATTACHMENT A INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE

The purpose of this Questionnaire is to assist in the initial stages of selecting a Broker of Record for DCTA's insurance programs.

1. Name of Agency/Company: **McGriff Insurance Services, Inc.**
2. Address: **5080 Spectrum Drive, Suite 900E  
Addison, TX 75001**
3. Telephone: **469-232-2100**
4. If Joint Venture or Partnership, so state. List Prime firm and sub-firm(s) and state amount of work to be shared and area of work. Attach organizational chart and indicate Principal/Account Executives and their Primary Assistant. **N/A**
5. Give brief description of the Agency/Company and its qualifications:  
**Please see section 1.A.2) Overview of McGriff**
6. Account Executive's Qualifications: **Robert Waggoner**  
  
Number of Public Entity Clients: **38**  
Type of Public Entity Clients: **Cities, Counties, School Districts & Special Districts**  
  
Number of Other Clients: **2**  
  
Length of Time With Agency/Company: **17 Years**  
  
Length of Career in Insurance or Risk Management: **30 Years**  
  
Professional/Associate Designations: **ARM**  
  
Experience:  
17 Years Commercial Underwriting 0 Years Personal Lines Underwriting  
25 Years Commercial Claims 17 Years Agency Account Servicing  
17 Years Agency Marketing Function 24 Years Risk Management

# INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE

Regular Item 11, Exhibit 3

## 7. Assistant's Qualifications: **Tracey Hartgrave**

Number of Public Entity Clients: **34**

Type of Public Entity Clients: **Cities, Counties, School Districts & Special Districts**

Number of Other Clients: **1**

Length of Time With Agency/Company: **22 Years**

Length of Career in Insurance or Risk Management: **28 Years**

Professional/Associate Designations: **CIC, CRM**

Experience:

15 Years Commercial Underwriting 4 Years Personal Lines Underwriting  
0 Years Commercial Claims 28 Years Agency Account Servicing  
15 Years Agency Marketing Function 18 Years Risk Management

## 8. List Major Markets: **Please see section 1.A.3) Experience**

## 9. Agency/Company Qualifications:

(Note: If a company or national broker, respond for the office or branch proposed to be on this account)

Date Founded/Opened: **1998**

Total Number of Employees: **73**

Number of Public Entity Clients: **46**

Approximate Total Public Entity Client's Premium Volume (P&C): \$ 54,000,000

Approximate Total Premium Volume (all clients): \$ 1,130,000,000

Approximate Average Size of all Accounts: \$ \$1,200,000

Largest Single Account: \$ 20,000,000

# INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE

Regular Item 11, Exhibit 3

## 10. Support Services Available:

	In-House Staff	Available Through Affiliate
Claims	(X )	( )
Claims Audit	(X )	( )
Risk Management Information Systems	( )	(X )
Loss Control	(X )	(X )
Rehabilitation	( )	( )
Contract Bonding	(X )	( )
Group Insurance	(X )	( )
Life Insurance	(X )	( )
Actuarial	(X )	(X )
Training	(X )	(X )
Bid Request Development	(X )	( )

## 11. Specialty Areas of Expertise:

	In-House Staff	Available Through Affiliate
Railroad Liability	(X )	( )
Pollution Liability	(X )	( )
Professional Liability	(X )	( )
Owner Controlled Insurance Programs	(X )	( )
Excess Workers' Compensation	(X )	( )
Self-Insured Liability Programs	(X )	( )
Indemnification Agreements (Contracts)	(X )	( )
Special Events Liability	(X )	( )
Other <u>Property/Inland Marine</u>	(X )	( )
Other <u>Cyber Liability</u>	(X )	( )

## 12. List your four (4) largest Texas public entity clients, including address, telephone number, contact person and length of relationship.

- City of Houston, Tina Paquet, Assistant Director, 611 Walker, 13<sup>th</sup> Floor, Houston, TX 77002; 832-393-8792 [tina.paquet@houstontx.gov](mailto:tina.paquet@houstontx.gov)
- Dallas County, Robert Wilson, HR Director, 1201 Elm Street, Suite 2300-B, Dallas, TX 75270; 214-653-7668 [Robert.b.Wilson@dallascounty.org](mailto:Robert.b.Wilson@dallascounty.org)
- City of Arlington, Robert Warren, Risk Manager, 101 S. Mesquite St., Suite 790, Arlington, TX 76010; 817-575-8992 [Robert.warren@arlington](mailto:Robert.warren@arlington)
- City of Garland, Kevin Martin, Risk Manager, 200 N. 5<sup>th</sup> Street, Garland, TX 75040; 972-205-2484 [kmartin@garlandtx.gov](mailto:kmartin@garlandtx.gov)

# INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE

Regular Item 11, Exhibit 3

13. List the three (3) most recent Texas public entity clients that did not renew their contracts for your services, including address, telephone number and contact person, as well as expiration date of contract.

a. ***None in the last 4 Years***

b.

c.

14. Does the Agency/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal? **No**

15. Is your company, its affiliates and/or subsidiaries subject to any contract that creates a conflict of interest with and/or prohibits you, your company, its affiliates and/or subsidiaries from providing broker services to DCTA? **No**

16. Provide a statement of the company's financial responsibility and resources to undertake a contract of this magnitude. The SELECTED AGENCY/COMPANY must provide the firm's three most current year-end audited financial statements. If possible, please provide link to view financial statements online. <https://ir.truist.com/annual-reports>

17. Is Agency/Company authorized and/or licensed to do business in Texas? **Yes**

18. List amount of Errors and Omissions Insurance: Amount **\$10,000,000**

19. Provide receipt acknowledging any Amendments to this Proposal, if applicable. **Please see section 6.F. Addendums**

20. Provide Executive Summary. **Please see section 1.A.(1) Executive Summary**

21. Provide completed Litigation Disclosure found in Attachment B. **Please see section 1.A.(5) Litigation Disclosure**

22. Provide relevant company brochures, annual reports and other applicable data. **Please see section 1.A.(2) Overview of McGriff**

23. Provide Organizational Chart. **Please see section 1.A.(6) Organization Chart**

# INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE

Regular Item 11, Exhibit 3

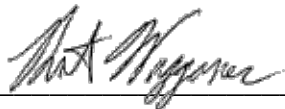
24. Provide completed Fee Schedule found in Attachment C. **See section 4.A. Fee Schedule**

25. Indicate contact person concerning your proposal or setting dates for meetings.

Name: **Robert Waggoner**  
Address: **5080 Spectrum Drive, Suite 900E, Dallas, TX 75001**  
Telephone: **469-232-2140 or 214-649-6625**

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Name of Principal Robert Waggoner

Signature of Principal 

Title of Principal Senior Vice President

Company Name McGriff Insurance Service, Inc.

Date 04/16/20

## McGriff Insurance Services, Inc.



### *We are your advocates.*

We work with the underwriting community to offer the widest possible protection for your financial interests, to create underwriter competition and to secure favorable terms for your insurance dollar.

### *We are your insurance specialists.*

Our value lies in our ability to provide unparalleled knowledge, solutions and service for specialty market niches such as technology, real estate, healthcare, manufacturing, energy and construction risks.

### *We are your claims consultants.*

We serve as your advocate when you face a potential claim situation and we are experts at steering you on a safe course through the sometimes uncertain and unfamiliar claims landscape.

### *We are your advisors.*

In today's challenging business environment, you need quality protection from a wide spectrum of familiar and emerging risks. Our staff provides innovative solutions for small companies, publicly held corporations and some of the world's largest multinational companies.

### *We are your professional development resource.*

We are committed to helping you avoid costly claims through state-of-the-art loss control programs and engineering recommendations. We can also assist you with both actuarial and forecasting studies, as well as risk management consulting.

McGriff Insurance Services is happy to respond to your Request for Proposal for Insurance Broker of Record Services. The Denton County Transportation Authority is a very important client for McGriff, and we are confident that our experience and expertise will serve you well.

## Public Entity Focus

Recognizing that we will never be “all things to all people”, McGriff focuses on specific industry sectors, which leads to innovation and a heightened level of service that cannot be provided by a generalist. This approach strengthens our capabilities and makes us better business partners for our clients.

The public sector arena is a key focus area, and we have made a dedicated effort to hire the best and brightest insurance professionals available to support the business objectives of this group. As you can see from the resumes of your proposed Account Service Team, you will have the benefit of the background and knowledge of our most senior professionals.

## Why McGriff?

Our objectives as your insurance agent of record are to help DCTA obtain the optimal insurance risk transfer product at the lowest cost available in the current marketplace. Furthermore, we will support DCTA’s management team with responsive service and advice on a day-to-day basis. Toward that end, we would like to stress the following points that differentiate us from the competition:

- ❑ **Insurance Broker for Significant Public Entity Client Base.** Please note that McGriff, Seibels & Williams has extensive experience with risk management requirements for large public entities, with clients such as:
  - City of Tampa
  - City of Miami Beach
  - City of New Orleans
  - City of Houston
  - New Orleans Aviation Board
  - Port of Houston Authority
  - St. Tammany Parish Government
  - Tarrant County College District
- ❑ **Marketing Leverage** - With combined premium volumes of approximately \$27.7 billion, McGriff has considerable leverage

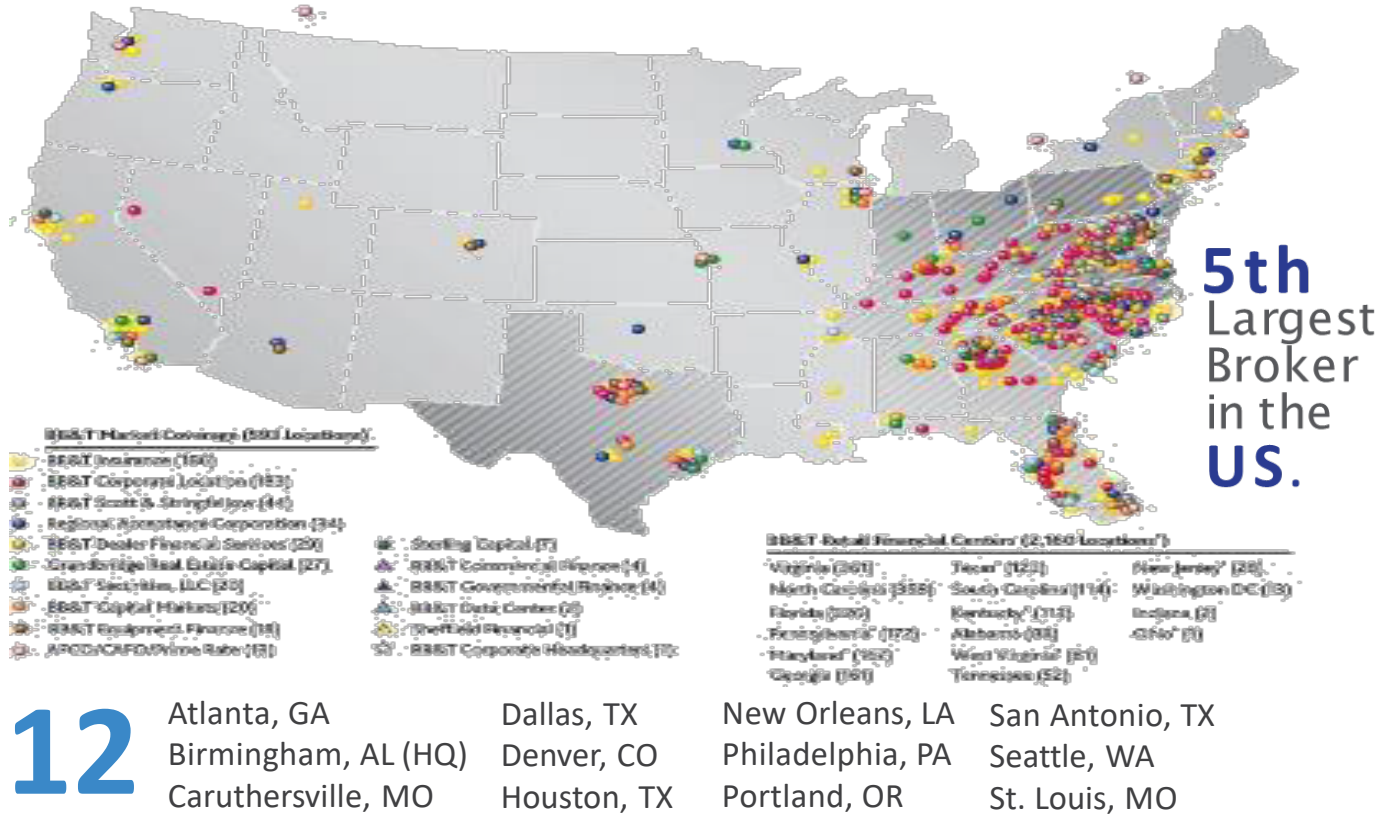
- ❑ **Strong Public Entity Practice Group** – McGriff focuses on distinct business sectors in order to bring the benefit of specialization to our clients, and to insure that there is no learning curve at your expense. This is especially true of the Public Entity Group. Key leaders of the Public Entity group will be managing and marketing DCTA's account.
- ❑ **Strength of Balance Sheet** – As a member of the Truist family of companies, we are both financially strong and stable. McGriff has annual revenues in excess of \$1.9 Billion, while our parent company, Truist, has over \$220.3 Billion in assets.
- ❑ **Independent Broker** – McGriff selects its TPA, wholesale and international partners based on our confidence that they are truly the best fit for our client. Our ability to independently select our partners is a key reason for our success and a clear differentiator amongst our peers. We have no corporate mandates or directives regarding the placement of business.
- ❑ **Stability of Business Model** – The fact that many of our competitors have a pervasive inward focus and are constantly in “reorganization” mode has in no small part contributed to the growth of our staff. We have successfully added numerous key individuals from some of our larger competitors.
- ❑ **Importance of Account** – We truly would welcome the opportunity to continue to handle DCTA's account, and are confident that we are up to any challenges that may surface. Providing outstanding insurance and risk management services is our highest priority.

If selected as your broker of record, we will utilize all available resources to develop the most effective program design alternatives, and to proactively manage the renewal process by selling into the market rather than being dictated by it. We stand ready to assist DCTA with its various insurance coverages. Our objective is to achieve the optimum balance between risk retention and risk transfer in the current market and therefore, lower the total cost of risk.

We are certain that given the chance, we can redefine your expectations in the field of insurance broker services. Thank you for this opportunity and for considering McGriff for the exciting challenges that lie ahead.

# OVERVIEW OF McGRIFF

Regular Item 11, Exhibit 3

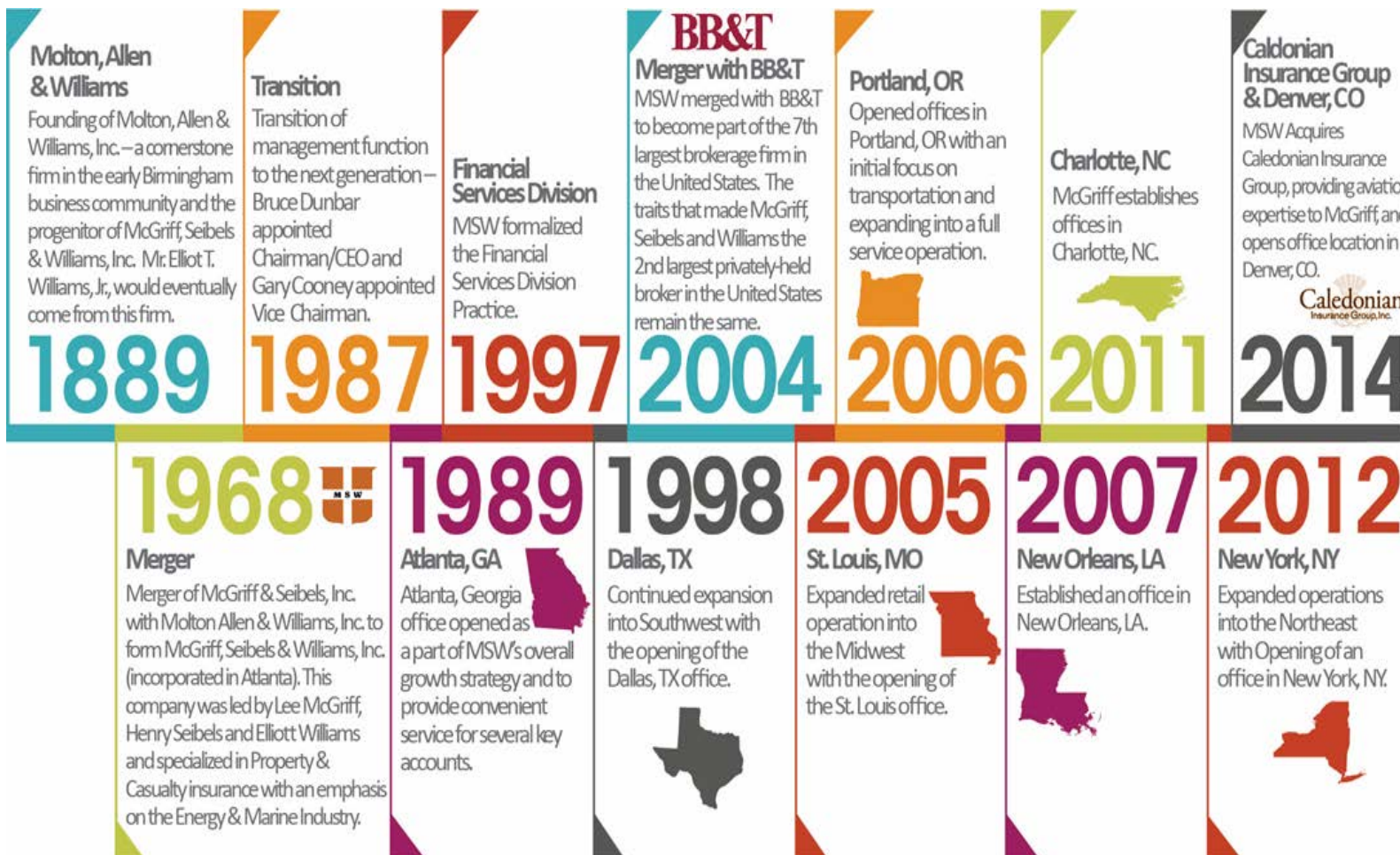


McGriff has enjoyed a long history of successfully delivering exceptional service to our client base. We have accomplished this by listening to our clients' concerns, analyzing their risk objectives and helping them fulfill their risk management goals.

We see ourselves as strategic, consultative partners to our clients, providing them with the kind of best-in-class global services they expect from their most trusted advisors. To meet these expectations, McGriff has assembled a team of the very best and brightest professionals in the insurance industry and charged them with being creative problem solvers with a focus on responding to the specific needs of our clientele. Our success has contributed to our growth in becoming the 5th largest broker in the US.

McGriff is well positioned within the insurance industry to help match our clients' needs around the world with the best options available to them in the global marketplace. Our trading partners understand and embrace our client-centric philosophy. Combining their willingness to provide exceptional products and services with our risk management analytics and consulting allows McGriff to deliver the highest quality of customer service, year after year.

The world is ever changing as is the risk environment facing individuals and businesses alike. McGriff is committed to providing our clients with the advice and guidance necessary to help them successfully navigate their risk path.





McGriff Insurance Services, Inc.'s Public Entity Group provides risk management solutions to tax-supported institutions, city and state governments, educational and transportation districts, and non-profit agencies. We are intimately familiar with the exposures faced by the public sector as well as the usual constraints related to budgets and staffing. Because every public entity has special needs all their own, we search the globe to find just the right fit. Whether it's alternative risk transfer vehicles such as self-insured pools, offshore captives, loss portfolio transfers, OCIP programs, or foreign reinsurance placement, the McGriff team has the contacts and resources to get the job done.

Our associations include long-standing, senior level relationships with underwriters that serve the public sector, as well as self-insured pools, third party administrators, and public entity legal defense firms. Your access to all properly credentialed carriers and vendors will be enhanced based on our familiarity with these companies and our knowledge of their performance for other public sector clients. In particular, we have developed very strong relationships with:

- All qualified insurance carriers and self-insured pools
- Public entity legal defense firms
- All qualified third party administrators, appraisal, accounting, actuarial, and public adjusting firms

McGriff Insurance Services, Inc. (McGriff) is a progressive full service insurance brokerage and

## Representative Clients

- ☐ City Governments
- ☐ School Districts
- ☐ Hospital Districts
- ☐ State & Federal Government
- ☐ Charity Organizations
- ☐ Colleges & Universities
- ☐ County or Parish Governments
- ☐ Educational Service Centers
- ☐ Social Service Organizations
- ☐ Appraisal Districts
- ☐ Public Housing Authorities
- ☐ Municipal Utilities
- ☐ Transportation Districts

consulting firm that has been partnering with a variety of corporations over the last 100 years. McGriff has:

- Strong relationships with all major markets that underwrite Public Entity Risks
- Access to new and untapped markets for Wind/Hail, Cyber and other difficult coverages
- Experts in Alternative Risk Transfer products
- Focused on public entity issues, including statutory tort immunity, Public Officials Liability & disaster recovery
- Experienced in development and administration of Wrap-up/OCIP programs
- Ability to solve complex claims issues
- Extensive Experience with FEMA
- Strength of corporate balance sheet

## National & Local Public Entity Experience

McGriff insures over 200 public entities nationwide.

### Sample CLIENT LISTING

Bexar County · Brooks Development Authority · Brownsville Public Utilities · City of Arlington · City of Beaumont · City of Bryan · City of College Station · City of Corpus Christi · City of Dallas · City of Denton · City of Garland · City of Grand Prairie · City of Greenville · City of Houston · City of Irving · City of Lewisville · City of McKinney · City of McAllen · City of Miami Beach · City of New Orleans · City of North Richland Hills · City of Tampa · Collin County · Dallas County · Dallas County Community College District · Denton County Transportation Authority · Denton Energy Center · Ector County Independent School District · El Paso County · Garland Independent School District · Greater New Orleans Expressway Authority · Harlandale Independent School District · Harris County · Hidalgo County · Jefferson County · Lafayette Airport Commission · Leon County School Board · Mesquite Independent School District · New Orleans Aviation Board · Non-Flood Asset Protection Management Authority · NorthEast Independent School District · Northside Education Foundation · Northside Independent School District · Plano Independent School District · Plaquemines Parish School Board · Port of Corpus Christi · Port of Houston Authority · Port of San Antonio · Richardson Independent School District · San Antonio Independent School District · St. Tammany Parish Government · San Antonio Housing Authority · San Antonio Early Childhood MDC · San Patricio County · Somerset Independent School District · South San Antonio Independent School District · Southwest Preparatory School · Tarrant County College District · Tarrant County · Terrebonne Parish · Texas Municipal Power Agency · Texas Political Subdivisions · Texas State Aquarium Association · Via Metropolitan Transit Authority

## The City of Tampa



**City of Tampa** McGriff Insurance Services, Inc. took over as the City's Broker of Record in 2008. MSW does complete Administration which includes; data collection from the City, Flood Determination from FEMA, property program, including named windstorm and flood limits, design, policy service, claims reporting and process oversight, loss prevention program design, implementation and training, manuscript policy form maintenance, marketing, coordination and oversight of vendors to include contract review.

Since the McGriff Team took over the administration of the City of Tampa we have;

- Increased their Property Loss Limit by 34%
- Restructured their Quota Share Insurance Program
- Increased Property Sub-limits to better reflect the City's needs
- Increased the City's Named Windstorm and Flood Limits by 43%
- Extensively increased the City's primary Flood coverage with the National Flood Insurance Program by 68% while reducing the premiums for these policies by 42%
- Establish a Bridge Insurance Program for 42 of the City's Bridges
- Reduced the Premium for the City's Aviation coverage by 51%
- Provide Terrorism Coverage on the City's Water & Sewer Property and City Property
- Helped City designate a property claims adjusting firm to provide immediate claims services following a catastrophe or property loss.
- Overall reduced the City's expiring insurance by \$987,204 in the first year
- Continued rate reductions in 2015 and 2016 with a 5% 1<sup>st</sup> year and 2.5% 2<sup>nd</sup> year reduction on the current 2 year policy and increasing Named Storm coverage
- Additional rate reduction with 2 year agreement for 2017 and 2018 of 5% and 5% while increasing loss limits.
- 2018 Rate reduction of 5% honored. Added additional flood limits and a Named Storm Deductible cap.

## The City of Houston



**The City of Houston** was founded in 1826. The Allen brothers paid \$9,428 for 6,642 acres of and a year later, General Sam Houston, the first president of the Republic of Texas, authorized Houston to incorporate. For the next four years Houston was the capital of the Republic. Energy is still the king but the area's economy is now also supported by other major drivers, including the Port of Houston, the Texas Medical Center and NASA's Johnson Space Center. Houston also has a number fine colleges and universities.

The City is the seat of a burgeoning metropolitan area encompassing six counties with a total population approaching 6 million. The City of Houston employs over 22,000 people and has property values in excess of \$10 billion all situated in a Tier 1 Named Storm area.

McGriff took over as the Broker of Record for the City of Houston in 2014. During the first renewal process in 2015, McGriff accomplished the following goals:

- Increased Flood Zone A, Debris Removal, Errors & Omissions, and Unnamed Locations sub-limits, among others, significantly.
- Decreased the All Other Perils deductible from \$2,500,000 per occurrence to \$500,000 per occurrence. This had an immediate impact. 22 Days after the 2015 property coverage was bound, the City suffered a \$2 Million dollar loss at one of their locations that would not have been covered under the expired program.
- Decreased the flood deductible from 5% to 3% and decreased the minimum per occurrence from \$5 Million to \$2.5 Million. In May, the City suffered a flood loss in excess of \$20 Million. The change in deductibles has made a significant impact on the loss payment expected from the carriers.
- Reduced the City of Houston's Property Program premium by \$1.3 Million.
- Increased the City's Terrorism coverage from \$100 Million to \$250 Million.
- Reduced the City's Terrorism deductible from \$1 Million to \$500,000.
- Reduced the City's Annual Terrorism premium by \$139,845.
- Marketing of the 2016 renewal produced an increase in Flood limits, additional 2.3% rate reduction in the property program and a 2.8% reduction on the Terrorism coverage in spite of the large losses sustained in 2015.
- 2017 Renewal included a 4% rate reduction while lowering the cap on the Named Storm Deductible by 25% and increasing the hazardous flood zone limits.

## The Port of Houston Authority



**The Port of Houston Authority (“PHA”)** of Harris County, Texas is an independent political subdivision created under the Constitution of the State of Texas. The PHA owns and operates the public facilities located on the Houston Ship Channel.

Bayport also includes a 140-acre “state of the art” cruise complex with currently a vacant cruise terminal and one 1000-foot berth. This facility is capable of handling cruise ships with capacities in excess of 5,000 passengers on a weekly basis. The cruise terminal hosted several cruise ships over a six-week period after Hurricane Ike severely damaged facilities in Galveston in September 2008.

McGriff became the broker of record for the Port of Houston in 2009. During the first renewal process in 2010, MSW accomplished the following goals:

- Revamped the property and casualty coverage forms and limits provided:
  - Changed casualty program from large Deductible to Self Insured with retentions.
  - Increased property limits and enhanced coverage.
  - Did a complete evaluation of property values and exposure information (providing better underwriting information for marketing efforts).
  - Reduced overall annual premiums in excess of \$1,000,000 savings.
  - Assisted with large hurricane claim that had previously been in dispute.
  - 2011 Renewal process resulting in an additional overall premium savings of \$250,000.
- 2012 Renewal process was during a “hardening” market phase. MSW teamed with the Port staff to proactively address underwriter concerns to obtain the best coverage and rates available while maintaining coverage limits, terms and conditions including coastal property.
- McGriff has helped the Port of Houston accomplish a total cost of risk decrease of 28% over four (4) years, or a cumulative total cost of risk decrease of \$7,373,219.

## Insurance Carrier Relationships

With over 200 public entity clients, McGriff has the marketing contacts, clout and experience to provide a first class insurance program for the City of Coral Gables

### Market Access

As one of the largest insurance brokers in the industry, McGriff has access to virtually every insurance market worldwide. We maintain significant volumes with each of the carriers. We are seen as an important trading partner by the market with the type of accounts that the carriers want to insure. Our reputation as a fast growing firm encourages the market knowing that partnering with us will enable them to increase their market share.

### Preferred Agency Status

McGriff maintains a "Preferred Agency" status with all of our insurance carriers who internally sell to their staff that McGriff is a company that they would like to do more business with. This enables us to get a lot done on behalf of our clients.

### Marketing Style

Rather than aggregating our business through a small number of broking centers in order to create leverage, McGriff engages the market as a strategic partner. We focus on common interests and initiatives that we share with our carriers, build strong relationships and, in the process, create goodwill that inures to the benefit of our clients when difficult issues arise.

### Proactive Marketing Approach

Your Client Service Team's proactive marketing approach creates competition for your account. We talk to the markets everyday with our current clients in mind to be prepared for ever changing risk appetites from our insurance carrier partners.

### Client Involvement

While many brokers dislike client involvement in the underwriting process, McGriff encourages involvement of the client with its insurance providers. Through the years McGriff has made a concerted effort to introduce the various underwriters to City by familiarizing the underwriting teams with the uniqueness of the City of Coral Gables. This is a way to differentiate our clients' risk, and can produce helpful long term results.

#### Top Carriers

**TRAVELERS** 

**AIG**

**CHUBB**



 **Swiss Re**

 **AEGIS**

**Munich RE** 

 **Arch**  
Insurance Group™

 **Liberty Mutual**  
INSURANCE

**CNA**

# Insurance Carrier Relationships

## Insurance Industry Influence

McGriff is a member of the CIAB. This is an industry advocacy group whose members place approximately 90% on the insurance premiums generated in the U.S. The insurance carriers have a sister organization, CICE. We meet annually at The Insurance Leadership Forum in Colorado Springs to discuss industry issues and have separate meetings with the executive teams of each of our key carriers. We have been members for over 40 years and have served on the board multiple times. Consequently we know the executive management teams of our insurance carrier partners and can get top level involvement on behalf of our clients when required.

## Chief Marketing Officer with Nearly 30 Years of Experience with Insurance Carriers

McGriff's Chief Marketing Officer has nearly 30 years of experience as an insurance carrier executive with carriers such as Chubb, Hartford and CNA. He is responsible for maintaining strong relationships with top management at each carrier, wholesale brokers and the London marketplace.

### *Top Intermediaries*



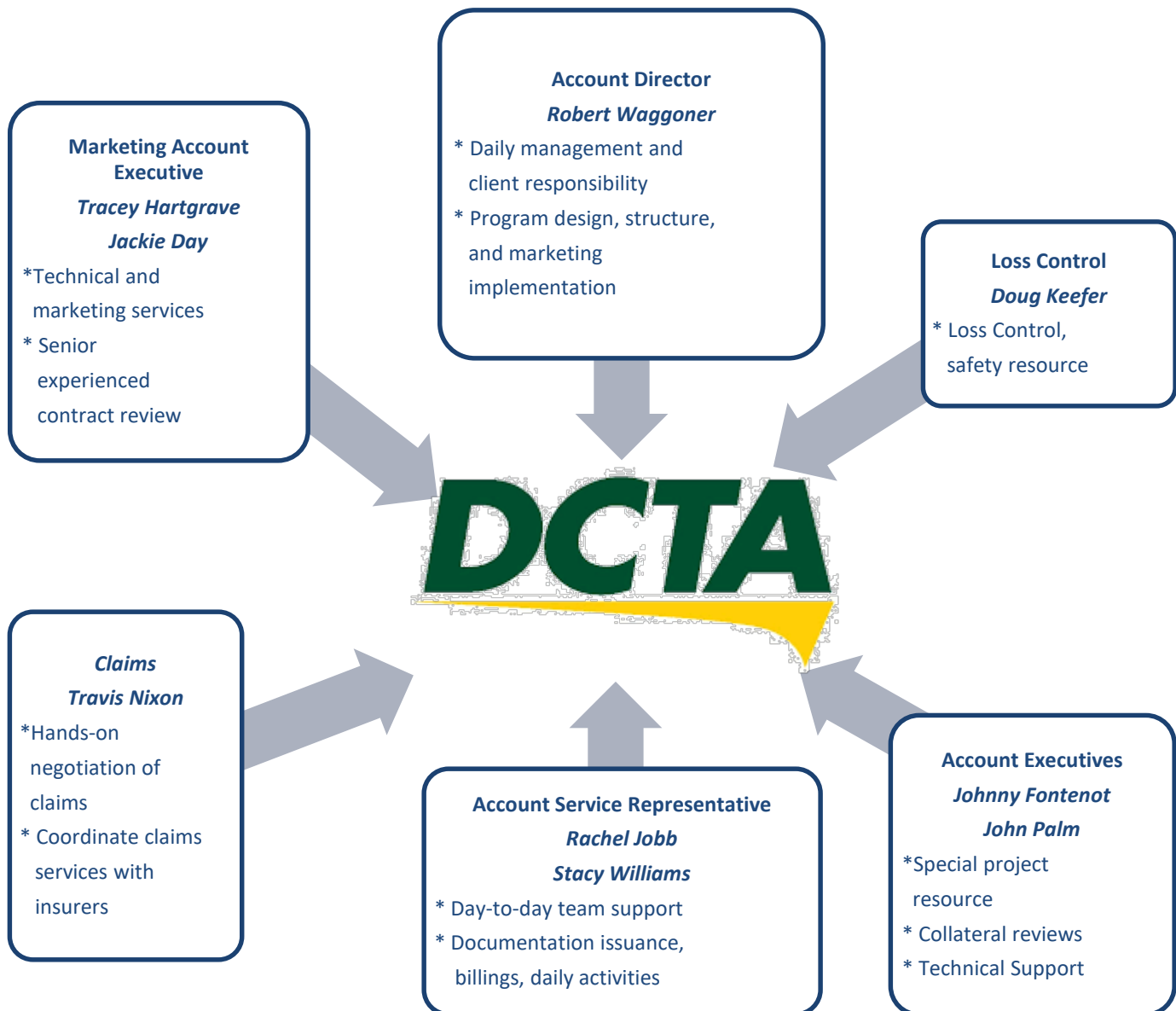
# SERVICE TEAM

Regular Item 11, Exhibit 3

Part of McGriff's corporate philosophy is hands-on involvement of senior management personnel in account servicing. Management staff takes part in underwriter negotiations, claims servicing, marketing submissions and more. The Public Entity team has procedures in place to assure that a senior account member is always available to offer assistance and resolve any issues that arise.

Denton County Transportation Authority's service team consists of 7 Account Executives – 1 Account Director (Team Leader), 5 Senior Account Executives, 2 Marketing Account Executives, 2 Senior Account Service Representatives, 1 Assigned Claims Professionals and 1 Loss Control Professionals.

With our dedicated account team, various team members are available 24 hours a day, 7 days a week to meet any account service needs. Phone calls and emails are returned promptly and special projects are handled on a timely schedule.



**Robert Waggoner, ARM, CGBA**

**Senior Vice President**

Direct: 469-232-2140 Mobile: 214-649-6625

Email: [rwaggoner@mcgriff.com](mailto:rwaggoner@mcgriff.com)

**EDUCATION**

Texas A & M University, B.S. Psychology/Management

**LICENSES/CERTIFICATIONS**

Associate Risk Manager

Certified Governmental Benefits Administrator

**AREAS OF EXPERTISE**

Public Entities / Governmental Risk Management

Loss Control and Safety Programs

Workers' Compensation

General/Auto Liability

Property

**CLIENT EXPERIENCE**

Public Entities

Energy & Marine

Manufacturing

Transportation

Retail

Environmental

Hotel/Restaurant

**CAREER HIGHLIGHTS / ACCOMPLISHMENTS**

20+ years of experience in Claims and Risk Management

**EXPERIENCE HISTORY**

McGriff, Seibels & Williams of Texas, Inc.	2003 - Present
<i>Vice President/Senior Vice President</i>	
City of Denton	2000 - 2003
<i>Risk Manager</i>	
City of Garland	1995 - 2000
<i>Risk Specialist</i>	
James Helwig & Son Trucking	1994 - 1995
<i>Safety Director</i>	
Stevens Transport	1990 – 1994
<i>Safety &amp; Training Coordinator</i>	



**Johnny Fontenot, CPCU, AIC, ARM**

**Executive Vice President, Head of Office**

Direct: 469-232-2160 Mobile: 214-244-1631

Email: [jfontenot@mcgriff.com](mailto:jfontenot@mcgriff.com)

**EDUCATION**

McNeese State University, B.S. Management and Marketing

**LICENSES/CERTIFICATIONS**

Chartered Property & casualty Underwriter

Associate Risk Manager

Associate in Claims

Licensed Risk Manager

**AREAS OF EXPERTISE**

Public Entities / Governmental Risk Management

Large Commercial Accounts

Owner Controlled Insurance Programs (OCIPs)

Claims

Governmental Risk Pools

**CLIENT EXPERIENCE**

Public Entities

Energy & Marine

Manufacturing

Transportation

Retail

Environmental

Hotel/Restaurant

**CAREER HIGHLIGHTS / ACCOMPLISHMENTS**

20+ years of experience in Claims and Risk Management

**EXPERIENCE HISTORY**

<i>McGriff, Seibels &amp; Williams of Texas, Inc.</i> <i>Executive Vice President, Head of Office</i>	<i>2010–Present</i>
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<i>McGriff, Seibels &amp; Williams of Texas, Inc.</i> <i>Senior Vice President, Public Entity Division</i>	<i>1998-2010</i>
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<i>Sedgwick of Texas, Inc.</i> <i>Vice President, Public Entity Division</i>	<i>1993-1998</i>
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<i>City of Garland</i> <i>Risk Manager</i>	<i>1992-1993</i>
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<i>City of Beaumont</i> <i>Risk Manager</i>	<i>1986-1992</i>
--	------------------



**John F. Palm III, ARM**

**Account Executive**

Dallas, Texas

Direct: 469-232-2191 Mobile: 214-878-5687

Email: [jpalm@mcgriff.com](mailto:jpalm@mcgriff.com)

**EDUCATION**

University of Southern Mississippi, MPH Occupation Health & Safety

University of Southern Mississippi, BS Psychology

**LICENSES/CERTIFICATIONS**

Associate in Risk Management

**AREAS OF EXPERTISE**

School Risk Management Programs

Workers' Compensation

Campus Security

Loss Control and Safety Programs

Property/Casualty Programs

Contracts & Agreements

**CLIENT EXPERIENCE**

Public Entities

Municipalities

Schools

**EXPERIENCE HISTORY**

*McGriff, Seibels & Williams, Inc.*

*2018 - Present*

Account Executive

*Allen Independent School District*

*2013 - 2018*

Director of Risk Management

*Mesquite Independent School District*

*2011 - 2013*

Risk Management & Operations Manager

*Mesquite Independent School District*

*2006 - 2011*

Safety Officer

*United Rentals*

*2004 – 2006*

Risk Control Manager

*Center for Technology & Environmental Health*

*2001 - 2004*

Industrial Hygienist/Safety Manager

**Jackie Day, CPCU, CIC, AAI**

**Senior Vice President/Marketing AE**

Direct: 469-232-2162 Mobile: 469-766-7525

Email: [jday@mcgriff.com](mailto:jday@mcgriff.com)

**EDUCATION**

Mesa College, Colorado

**LICENSES/CERTIFICATIONS**

Chartered Property & Casualty Underwriter

Certified Insurance Counselor

Accredited Advisor in Insurance

**AREAS OF EXPERTISE**

Public Entities / Governmental Risk Management

Design, marketing and servicing of major commercial accounts

Property

**CLIENT EXPERIENCE**

Public Entities

Hotel/Restaurant

Manufacturing

Retail

Transportation

Environmental

**CAREER HIGHLIGHTS / ACCOMPLISHMENTS**

25+ years of experience Insurance Marketing

**EXPERIENCE HISTORY**

McGriff, Seibels & Williams of Texas, Inc.

1998 - Present

Senior Vice President/Marketing Account Executive

Sedgwick of Texas, Inc.

1994 - 1998

Account Executive, Public Entity Division

Dexter & Company

1987 - 1994

Commercial Lines Manager

**Tracey Hartgrave, CIC, CRM**

**Senior Vice President/Marketing Account Executive**

Email: [thartgrave@mcgriff.com](mailto:thartgrave@mcgriff.com)

Direct: 469-232-2163

Mobile: 214-732-3020

**EDUCATION**

Tarrant County Junior College

**LICENSES/CERTIFICATIONS**

Certified Insurance Counselor (CIC)

Certified Risk Manager (CRM)

2 Parts of 5 Certified School Risk Manager (CSRM)

Workers' Compensation Specialist

School District Employee Benefits Specialist

**AREAS OF EXPERTISE**

Public Entities / Governmental Risk Management

General Liability/Auto

Design, marketing and servicing of major commercial accounts

Flood

**CLIENT EXPERIENCE**

Public Entities

Hotel/Restaurant

Manufacturing

Retail

Transportation

Environmental

**CAREER HIGHLIGHTS / ACCOMPLISHMENTS**

20+ years of experience in Marketing and Account Services

**EXPERIENCE HISTORY**

McGriff, Seibels & Williams of Texas, Inc.

1998 - Present

*Vice President, Marketing Account Executive*

Sedgwick of Texas, Inc

1997 - 1998

*Account Coordinator, Public Entity Division*

RISC, Inc.

1994 - 1997

*Broker Assistant*

Dixon Insurance Agency

1992 - 1994

*Account Service Representative*

**Rachel Jobb, ACSR**

**Account Manager**

Direct: 469-232-2172 Mobile: 469-644-6502

Email: [rjobb@mcgriff.com](mailto:rjobb@mcgriff.com)

**EDUCATION**

Trinity Valley Community College

**LICENSES/CERTIFICATIONS**

Accredited Customer Service Representative (ACSR)

1 part of 5 Certified Risk Manager (CIC)

3 Parts of 4 Certified School Risk Manager (CSRM)

**AREAS OF EXPERTISE**

Public Entities

Higher Education

**CLIENT EXPERIENCE**

Public Entities

Manufacturing

Transportation

Hotel/Restaurant

Retail

Environmental

**CAREER HIGHLIGHTS / ACCOMPLISHMENTS**

18 years of experience in Customer Service and Account Management

**EXPERIENCE HISTORY**

McGriff, Seibels & Williams of Texas, Inc.

2000–Present

Account Manager

Aon Risk Services of Texas, Inc.

1997 - 2000

Assistant Account Service Representative

Liberty Mutual Insurance Company

1995 – 1997

Claims Call Director

**Travis Nixon**  
**Senior Vice President, Claims and Risk Services**      Direct: 469-232-2194    Mobile: 972-655-4645  
Dallas, Texas      Email: [tnixon@mcgriff.com](mailto:tnixon@mcgriff.com)

**EDUCATION**  
University of Texas

**LICENSES/CERTIFICATIONS**  
Property and Casualty Agent  
Adjuster – All Lines

**AREAS OF EXPERTISE**  
Public Entities / Governmental Risk Management  
Loss Control and Safety Programs  
Design, marketing and servicing of major commercial accounts

**CLIENT EXPERIENCE**  
Public Entities      Hotel/Restaurant  
Manufacturing      Retail  
Transportation      Environmental

**CAREER HIGHLIGHTS / ACCOMPLISHMENTS**  
20+ years of experience in Claims and Risk Management

<b>EXPERIENCE HISTORY</b>	
McGriff, Seibels & Williams, Inc.	2017 - Present
Vice President, Claims and Risk Services	
McGriff, Seibels & Williams, Inc.	2007 - 2017
Senior Account Executive	
Cambridge Integrated Services, Inc.	2000 - 2007
Senior Vice President, Claims	
Gallagher Bassett	1995 - 2000
Claims Manager/Risk Management Consultant	
Alexsis, Inc.	1991 - 1995
Claims Manager/Risk Management Consultant	

**DOUG KEEFER**

**Assistant Vice President – Risk Control Consultant**

Mobile: (214) 215-8250

Dallas, Texas

Direct: (469) 232-2130

Email: [dkeefe@mcgriff.com](mailto:dkeefe@mcgriff.com)

**EDUCATION**

B.S. Degree from Bethel College and a Masters of Science Degree from Baylor University

**LICENSES/CERTIFICATIONS**

Completed certification courses on ergonomic evaluation/job analysis taught by the center for ergonomics at the University of Michigan & Advanced ergonomics. He has a Clinical Certification in Functional Capacity Evaluation (Blankenship System) from the Blankenship Corporation. He also is OSHA authorized to conduct 10 and 30-hour outreach safety training for general industry.

**AREAS OF EXPERTISE**

Safety/Ergonomic projects that include:

Risk/Loss Control Audits

Safety

Fire Protection

Environmental

Disaster Recovery/Business Continuity

Program Performance Audits (Gap Analysis)

Training

Program Development

In-dept analysis

Inspections

Workers Compensation

**CLIENT EXPERIENCE**

Alltel Corporation

Republic Plastics, Inc.

Blockbuster Corporation

Bimbo Bakeries

Compression

DFW International Airport

City of Fort Worth

Tarrant County College District LSG Sky Chefs Corporation

Abuelos

Nokia Corporation

Treasure Island, Inc.

Sony-Ericsson-North

America Haggard Clothing

Delta Faucet Company

Ruffin Companies

Michelin North America, Inc.

LSG Sky Chefs Corporation

L&B Realty Advisors

Whole Foods Market

Hooters Restaurants

Century Golf Partners

G2 Secure Staff AirlineUSA

Texas Instruments

Pier 1 Imports, Inc.

Port of San Antonio

Food Concepts Intl –

City of Tampa

**EXPERIENCE HISTORY**

*McGriff Seibels & Williams*

*2009-present*

Assistant Vice President – Risk Control Consultant

*Benchmark Consulting Group, LLC*

*2005-2008*

Safety/Ergonomics Specialist

*Marsh USA Inc. – Dallas Office*

*2002-2005*

Risk Control Consultant

Regular Item 11, Exhibit 3

**ATTACHMENT B**

**LITIGATION DISCLOSURE**

Provide detail of any pending litigation or claims filed against BROKER.

**SUBJECT MATTER(S)**  
**(List below)**

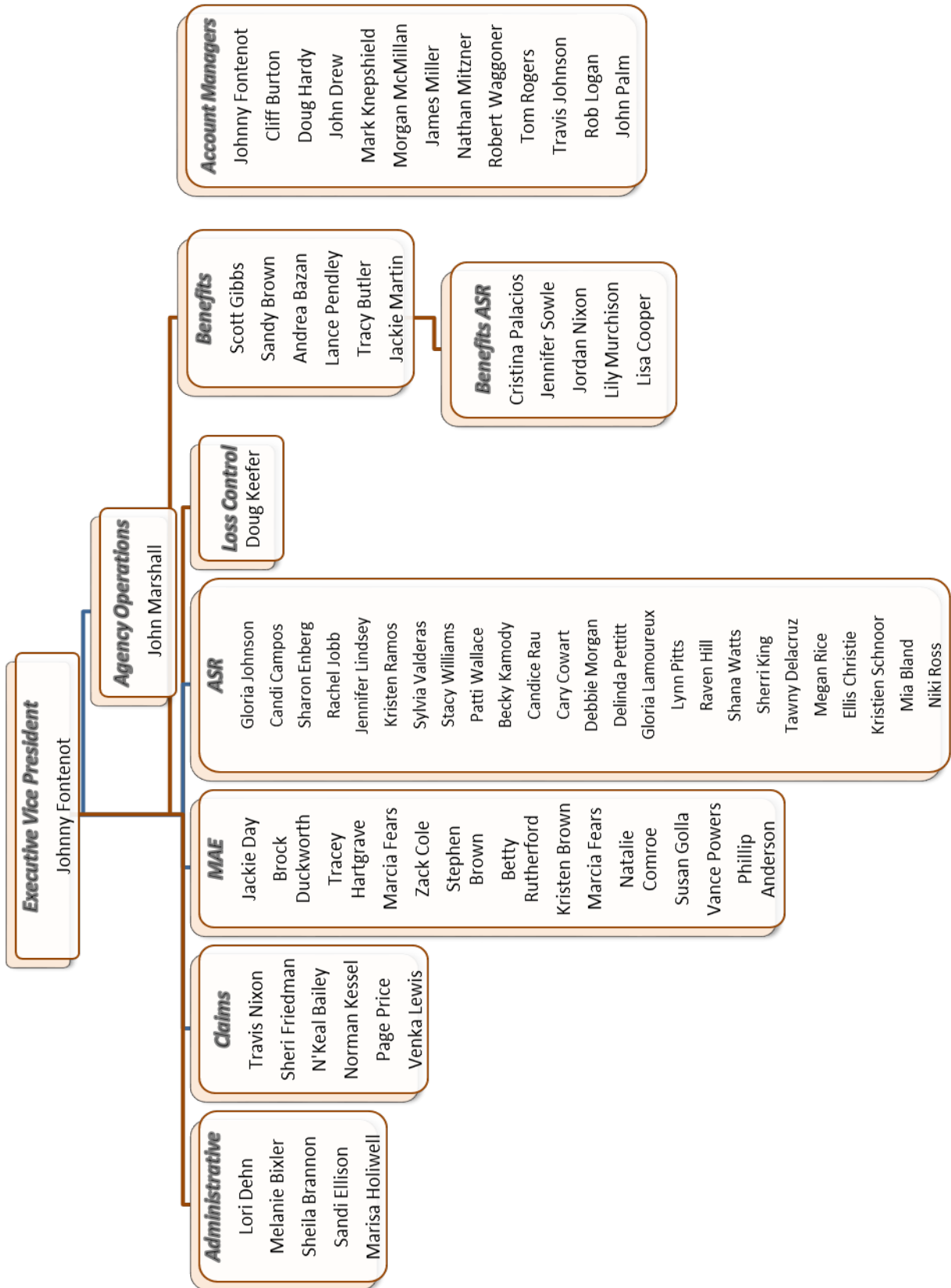
**STATUS**

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None

# ORGANIZATION CHART

Regular Item 11, Exhibit 3



## Developing and Maintaining Program

- Identify new coverage needs and exposures to find potential or actual uninsured, over insured or underinsured exposures.
- Structure an insurance program to mitigate gaps or overlaps in coverage and provide the limits and coverage requested by the DCTA to the extent they are available.
- Provide an annual executive summary of policies and coverage.
- Perform research and provide advice on coverage questions.
- Recommend coverage changes and program adjustments.
- Provide recommendations and advice on alternatives to insurance.
- Advise the DCTA on any new developments or changes in the overall insurance market, including new legislation, new coverages introduced & proactively communicate any potential impact to the DCTA.
- Perform a risk assessment and coverage review annually.
- Evaluate excess limits and the adequacy of such limits.
- Assess carrier stability, solvency and services record, and provide to the DCTA the A.M. Best Rating, including financial stability, of all insurance carriers approached.

## Marketing Required Insurance Coverage

- Place requested coverage on behalf of the DCTA.
- Act as the liaison and advocate for the DCTA with insurers, presenting and/or gathering required data and applications from your staff for the purpose of procuring insurance coverage.
- Collect necessary data and prepare insurance submission packages for the marketing of various coverages for the DCTA.
- Select insurers most suitable for the DCTA's risks.
- Market the insurance needs of the DCTA by soliciting bids (RFPs) from insurance markets and provide the DCTA with a summary of the various bids (RFPs) received.
- Negotiate coverage options with insurance carriers to obtain the most beneficial/cost effective program for the DCTA.
- Invite the DCTA to participate directly in marketing and meetings.
- Keep the DCTA informed of negotiations with the underwriters involving placement of all insurance programs.
- Maintain insurer relations.
- Continually evaluate the DCTA's insurers with respect to service capability and responsiveness.
- Provide insurance budget estimates.
- Identify locations to be covered by NFIP policies. Request flood zone determinations. Complete applications for coverage with pertinent information. Provide NFIP quotation to Risk Management, submit payment to NFIP carrier, review all NFIP policies for accuracy, maintain schedule of NFIP policies.

## Servicing Policies, Loss Control and Claims

- Regular meetings to discuss status, performance, pertinent developments and open items.
- Provide records timely upon request.
- Assist with coverage questions.
- Provide the DCTA copies of carrier quotes, carrier invoices, and policy endorsements.
- Issue and review insurance binders, certificates and all other documentation in the required time frame.
- Update schedule of insurance and “limits” as coverage amendments and endorsements take effect.
- Issue certificates of insurance when evidence of liability insurance as required.
- Review all policies, including policy limits, coverages, deductibles, exclusions and endorsements to confirm that they have been issued correctly and as ordered.
- Provide insurance requirements and risk management training to the DCTA’s staff.
- Provide regular reports on losses, expenses, loss ratios and other requested data.
- Arrange for Loss Prevention and Safety Audit services upon request by the DCTA
- Provide claims processing and tracking assistance.
- Provide assistance in developing/evaluating insurance and indemnity clauses in the DCTA’s contracts.
- Review leases, agreements and construction contracts to provide recommendations for insurance requirements.
- Assist the DCTA in allocation of premiums as needed.
- Assist the DCTA in providing insurance related documentation in respect to any FEMA related claims.
- Assist DCTA with the development of annual letter to the Division of Emergency Management requesting confirmation that the DCTA’s program meets the standard of a reasonable program as prescribed by the Stafford Act.
- Provide accident investigation assistance.
- Periodically evaluate sites.
- Provide performance benchmarking information.
- Provide assistance in the processing of any claims or disputes arising from the terms of an insurance policy, whether past, present or future, which the DCTA may have against the insurance carrier.
- Review insurance company loss reports.
- Provide annual loss reports to the DCTA upon request.
- Review coverage issues and negotiate with carriers to achieve satisfactory resolutions.
- Evaluate pre-settlement reviews and attend settlement conferences.
- Perform other services customarily expected of an insurance broker for the duration of the contract.

## Risk Services

McGriff, Seibels and Williams, Inc. will work with the DCTA to help implement a focused risk management service program to reduce risk at key locations within the organization. We will work closely with your staff and the insurance carrier risk consultants to provide and enhance your current risk management program.

Our experience and background allows us to support your risk management program with the following services:

- ☐ Business Continuity Planning
- ☐ Risk Management Evaluation Programs
- ☐ Practical recommendations for risk enhancements
- ☐ We help identify deficiencies and prioritize improvement
- ☐ The use of Zywave Technology



We believe that in order to be successful, an effective risk management program should include eight key components as follows:

- ☐ Commitment from management
- ☐ Awareness
- ☐ Employee accountability
- ☐ Supervisor and employee training
- ☐ Safety committee (involving management, superiors and employees)
- ☐ Hazard identification and methods of control
- ☐ Accident and incident investigation
- ☐ Periodic review of the program



If applicable, the following additional activities could be provided:

- ☐ Independent project visits where special problems have developed
- ☐ Review of any recommendations or risk enhancements
- ☐ Providing a single point contact for personnel to obtain guidance on risk services
- ☐ Working with insurers to evaluate loss control services and formulating responses
- ☐ Meeting with designated insurance/risk management staff
- ☐ Follow-up on claims activity trends

## **Communication Tools & Technology**

Open communication is one of the most important aspects of a broker/client relationship. Because MSW believes in a collaborative approach, frequent communication is paramount to keeping the work moving and the participants well informed. In today's world of digital electronics, voice mail and e-mail, we have more options for staying in touch with our clients than ever before. However, with the proliferation of electronic communications, many people feel the personal side of doing business is being lost. MSW does everything possible to stay in constant contact with our clients, including regular meetings and status reports. We strive to be highly accessible, and are regularly commended for our responsiveness by our clients.

## **Voice Communication Technology**

MSW utilizes technology resources such as email, voice mail, cell phones, SharePoint, and other communication tools to keep the entire account team up to speed on account service items. We are available to our clients 24/7, and have a policy that all phone calls should be returned by no later than the following business day. We offer reporting of claims via 1-800, on-line or fax. All MSW employees have e-mail access and are responsible for checking it on a daily basis. You will receive the e-mail addresses of each of your account service team members. We will also provide both home and cellular numbers for all core members of your account service team, allowing you access to your team when they are not in the office. Please feel free to contact your account service team to get up-to-date status reports on your coverage and claims negotiations.

## **Industry News Services & Sources**

We subscribe to numerous insurance and legal publications as well as on-line services. Changes in regards to carrier coverages, rates or capacity are shared via e-mail and through internal market updates. Also, we regularly consult with outside legal counsel for interpretations of policy language, claims related decisions, and other issues of concern. Once aware of any issue that may impact your operations or coverage, we will advise you promptly. If necessary, we will arrange meetings for discussion of these issues. We consider this an important service to our clients, and one that elevates us above our competitors.

MSW subscribes to two services whose mission is to communicate rating changes to their subscribers: A.M. Best and Standard & Poor. This ensures that we are notified immediately of any rating change related to our client's accounts. At the first sign of concern for the financial integrity of any insurer, intermediary, association or fund, a computer run is made, identifying all placements involving the party in question. While many of our clients have very stratified placements, our computer system is geared towards locating entities regardless of their percentage participation. Our account managers and IT professionals are well versed in the procedure – we go into the computer system and prepare a query that checks through all policy files, identifying the carrier in question. Clients are notified immediately of the concern and are provided with supplementary information as it becomes available to us. Should it become necessary to replace the carrier in question, alternative arrangements are identified and discussed with the client.

Please note that MSW's website, [www.mcgriff.com](http://www.mcgriff.com), has links to a number of insurance related sites, such as A.M. Best Downgrades, Business Insurance, Insurance-Portal.com, and NationalUnderwriter.com. These links provide the most current industry news available, including ratings downgrades, legal developments, new legislation, and more.

## Reports & Meetings

Reports and written communications are tailored to fit the needs of our clients. The following reports are normally provided to MSW's clients as part of our standard brokerage agreement:

- ☐ Monthly Loss Summaries by line of coverage, to include:
  - Open Claim Counts
  - Closed Claim Counts
  - Paid Amounts
  - Outstanding Amounts
  - Incurred Amounts
  - Recovery Amounts
  - Loss Details for claims in excess of \$10,000
  - Follow-up Notes from Quarterly Claim Reviews
- ☐ Flow Charts and Executive Summaries for large or complex claims to assist in tracking to conclusion
- ☐ Policy Summaries/Overviews
- ☐ Insurance Checklist - to use as a quick guideline for vetting insurance requirements in bids and contracts.
- ☐ Risk Profile and Exposure Analyses
- ☐ Annual Industry Statistics provided by NCCI and TPA organizations for industries similar to each clients.

## Client Education

MSW includes continuing education in our standard brokerage agreement. We are happy to prepare client specific education seminars as requested. Our seminars include subject matter and expertise from throughout the insurance industry and the MSW organization..

We frequently use our education department to assist in research on insurance related legal issues that arise in the service of our clients. These issues typically include contractual disputes, coverage interpretation, and state insurance regulatory changes.

## Claims Services:

While we have a robust action plan for managing claims, our strategy for handling claims is based on three basic tenets:

1. Issue timely, complete and accurate updates to carriers to minimize inquiries and unnecessary delays.
2. Promptly identify and eliminate potential problems based on our experience.
3. Utilize post event specialists to obtain advance payments from carriers as soon as possible after a major event.

## Claims Management:

- ☐ Conducting “roll up your sleeves” meeting with the DCTA’s risk management to review all open claims and review the current claims program and procedures.
- ☐ Conducting a loss analysis to identify and frequency, severity or trends in loss activity.
- ☐ Bi-annual actuarial review of all claims and associated reserves.
- ☐ Monitor claims activity and reserves set by any adjuster or third party administrators.
- ☐ Work with the DCTA and defense counsel in strategy planning on claims litigation.
- ☐ Interface between the insurance carrier and the DCTA’s risk management.
- ☐ Provide Quarterly Loss Reports.

## Loss Control:

McGriff's loss control assistance program consists of the following services:

- ☐ Auditing safety programs to evaluate effectiveness.
- ☐ Providing practical recommendations for enhancements.
- ☐ Assisting in the development of specific safety programs, training modules and manuals.
- ☐ Assisting management in identifying deficiencies and prioritizing improvements.
- ☐ Making independent project visits where special problems have developed.
- ☐ Preparing and conducting instructional seminars and training as needed.
- ☐ Monitoring surveys to assist management in identifying deficiencies and prioritizing improvements.
- ☐ Providing analysis of losses by job site, accident, type of injury and exposure.
- ☐ Monitoring compliance with written procedures, identify compliance programs, and initiate corrective action.
- ☐ Periodically evaluating sites.
- ☐ Reviewing inspections and corrective recommendations.
- ☐ Providing a single point/contact for personnel to obtain guidance on loss control questions.
- ☐ Working with insurers to evaluate and negotiate the required loss control services.
- ☐ Meeting as necessary with designated insurance/loss prevention staff to discuss current. developments, progress, problems, and future activities as well as to refine special action plans.
- ☐ Providing stewardship reports regarding loss control activities and objectives.
- ☐ Assistance with emergency response program.

To obtain the best value for your premium dollar and to minimize your total cost of risk, we provide loss control services to support your current safety programs. In addition to our available in-house team, McGriff will work to coordinate and monitor the loss control/safety services provided by your carriers to ensure that the objectives of your risk control/safety program are being met.

Our experience allows us to support your risk control/safety personnel with the following services:

- Audits of risk control/safety programs to evaluate the effectiveness of existing efforts and to provide practical recommendations for enhancement
- Development of specific risk control/safety programs, training modules and manuals
- Surveys to assist management in identifying deficiencies and prioritizing improvements
- Review of fire protection systems related to regulatory requirements for maintenance and inspection.

## **Risk Control Assistance and Training**

- On Site Services
- Emergency Response/Disaster Management
- Safety Training Program Development & Maintenance
- Claims Analysis
- Coordination w/ Insurers
- Documentation
- Property Risk Control Services
- Transportation Exposures
- Fleet safety program evaluation
- OSHA Compliance
- EPA Compliance
- Driver Training

## **McGriff Client Portal**

The McGriff Client portal is a self-service online client portal that gives you access to:

- Safety resources
- OSHA injuries and illnesses tracking and analysis
- Online community of over 325,000 risk management colleagues across the U.S.
- University-Branded Communication Deliverables
  - Compliance
  - Safety
  - Legislation
  - Employee Communications

## **Crisis Management Planning**

Whether we are helping you evaluate your risks, helping you prepare for an unfortunate event, or providing you with the resources to control your risks, our goal is to help you minimize the impact of a crisis and get the DCTA back to business as usual. The Crisis Management Planning process is outlined on the following pages.

## **Pre-Event Planning** - *Standard Program Resources*

- A call with a crisis consultant to discuss the program and analyze your disaster preparedness plan.
- A restoration consultant to inventory your operations and create a framework for your most likely needs in the event of physical damage to your operations.
- Access to a 24/7 crisis event hotline. At the time of an event, one phone call is all it takes to deploy significant elements of your crisis response plan.
- Unlimited access to the Resource Center website, which includes media holding statements, articles, checklists, sample policies and procedures, and a variety of other resources. The eAssist feature also allows website users to ask questions and receive answers directly from a Crisis Management Program consultant.
- Appropriate introductions with select partners to prepare for possible crisis scenarios.
- Pre-negotiated terms with an array of specialists who offer specific crisis response services; invaluable partners in the days after a crisis event.

## **Pre-Event Planning** - *Optional Risk Control Consulting*

If you are looking to enhance your disaster preparedness beyond the standard features of the Crisis Management Program, additional resources are available. (Separate fees may apply.)

### On-Site Assessments and Consulting

- Disaster Preparedness
- Security Vulnerability
- Hazard Vulnerability
- Life Safety Vulnerability
- OSHA Compliance/Mock Compliance Audit
- Emergency Operations Plan (EOP)
- Review and Design

### Disaster Plan Desk Audit On-Site Workshops

- National Incident Management System -
- Incident Command System
- Fire Safety
- Disaster Preparedness
- Tabletop Exercises
- Active Assailant Training

### Related Products / Resources

- Training Program/Manuals
- Sample Policies and Procedures
- Assorted Technology Resources
- Power and Communication
- Technology and Connectivity
- Office Space

## Post-Event Response

After an event occurs, contact the Crisis Event Management call center. The call center operator will immediately contact the crisis management team. You will receive a call back from a crisis consultant to assess the scope of the event and its impact on your Entity. The consultant may deploy a number of fee-based services per your signed service agreement, several of which could include:

### Event Response and Coordination

- Event management coordination and support
- Incident command assistance – on-site and/or remote
- Emergency coordination support and crisis consulting

### Recovery and Restoration

- Post-fire clean up
- Water disaster recovery and extraction
- Mold remediation
- Structural damage repair
- Biohazard cleanup

### Crisis Communication/Media Response

- Holding statements/scripted comments for media
- Press release development

### Psychological First Aid/Crisis Counseling

- On-site or telephone support to assist affected individuals in returning to work, to life and productivity

### Legal Collaboration

- Legal support for your university's legal point of contact

### Security

- On-location security services
- Ingress/egress management

### Post-Event Social Media Monitoring

- Find out what is being said online about your university and the event



## Additional Innovative Services

McGriff, Seibels & Williams, Inc.'s innovative, value-added services stand out as truly unique in the industry. Simply by partnering with us, our clients are introduced to a wealth of insurance-related tools and information. These services enhance our commitment to providing you the latest in strategic planning, expertise, innovation, and technology.

### ➤ **SharePoint**

SharePoint is *the* system McGriff uses for its Client Web Portal (CWP). The CWP was created to provide McGriff Clients with anytime access to their data on file with us. Through this interactive website, clients may view and update information relevant to their insurance program. The CWP also eliminates the need for multiple copies of the same documents, as one document is accessible by all users.

### ➤ **MyWave™ Portal**

Many of our value-added services are extended to you electronically through MyWave Portal, your personal Client Center designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks. Whether you want to collaborate with our agency online, quickly access timely news, information and resources, or connect with peers in your industry, this is the place to be.

One part of the Broker Briefcase of tools will allow you to generate loss reports, drilling-down by injury type, body part, group or divisions, and time period to include. The system stores your information from year to year, and by tracking work hours, it automatically calculates your incident rate and allows you to make comparisons to national averages based on your SIC (Standard Industrial Classifications) code as reported by the Bureau of Labor Statistics. Best of all, with accurate reporting, we will be able to help you spot injury trends and work with you on the right corrective actions to take before they become serious problems.

### ➤ **Marshall-Swift**

Commercial Estimator – Appraising Commercial Property

### ➤ **RiskMeter Online API**

Used by MSW to determine Natural Hazard Risk Data

### ➤ **RMP Safety App.**

The RMP Safety App will allow you to use your iPad, iPhone, Droid or Microsoft Device to: **Conduct Accident investigations** – Complete your accidents forms while at the job site and upload relevant photos supporting your findings. You can also trend your accident data to focus on problem areas within your organization, or generate reports for senior management.

# REFERENCES

Regular Item 11, Exhibit 3

**Reference's Name:** City of Tampa

**Address:** 306 E. Jackson, 3E  
Tampa, FL 33602

**Primary Contact Person:** Valerie Horton-Rakes, Risk  
Manager

**Primary Phone Number:** 813-274-5737

**E-Mail Address:** Valerie.hortonrakes@tampagov.net

**Contract Performance Period:** 2008 – to present

**Location of Services:** Tampa, Florida

**Property TIV:** \$1.73 Billion

**Payroll:** \$332,551,018

**Brief description of the services performed for this reference:**

- Marketing, Negotiations and Placement of Property and Casualty Insurance Program
- Coverage Recommendations
- Policy Review
- City Council Presentations
- Contract Review
- Special Events Projects
- Employee Education
- Vendor Programs
- RMS Study & Evaluation
- Building Inspections for Evaluation Purposes
- Loss Control Services
- Claims Reporting & Review Services
- Daily Activities

# REFERENCES

Regular Item 11, Exhibit 3

**Reference's Name:** City of Houston

**Address:** 611 Walker, 13<sup>th</sup> Floor  
Houston, TX 77002

**Primary Contact Person:** Tina Paquet, Risk Manager

**Primary Phone Number:** 832-393-8792

**E-mail Address:** tina.paquet@houstontx.gov

**Contract Performance Period:** 2014 to Present

**Property TIV:** \$10.6 Billion

**Payroll:** \$611,493,000

**Brief description of the services performed for this reference:**

- Marketing, Negotiations and Placement of Property and Casualty Insurance Program
- Coverage Recommendations
- Policy Review
- City Council Presentations
- Contract Review
- Special Events Projects
- Employee Education
- Vendor Programs
- RMS Study & Evaluation
- Building Inspections for Evaluation Purposes
- Loss Control Services
- Claims Reporting & Review Services
- Daily Activities

**Firm/Company Name:** Port of Houston Authority

**Contact Name:** Norma Essary, Risk Manager

**Address:** 111 East Loop North  
Houston, TX 77029

**Telephone No.:** 713-760-2821

**Email:** [nessary@poha.com](mailto:nessary@poha.com)

**Length of Relationship:** 2004 – Present

**Property TIV:** \$276 Million

**Total Payroll:** \$494,619,537

**Brief description of the services performed for this reference:**

- Marketing, Negotiations and Placement of Property and Casualty Insurance Program
- Coverage Recommendations
- Policy Review
- Board Presentations
- Contract Review
- Special Events Projects
- Employee Education
- Vendor Programs
- RMS Study & Evaluation
- Building Inspections for Evaluation Purposes
- Loss Control Services
- Claims Reporting & Review Services
- Daily Activities

Regular Item 11, Exhibit 3

ATTACHMENT C


FEE SCHEDULE

1. Annual Service Fee For All Services Not To Exceed:

Year 1: \$ <u>17,500.00</u>	Amount Per Quarterly Invoice: \$ <u>4,375.00</u>
Year 2: \$ <u>17,500.00</u>	Amount Per Quarterly Invoice: \$ <u>4,375.00</u>
Year 3: \$ <u>17,500.00</u>	Amount Per Quarterly Invoice: \$ <u>4,375.00</u>
Year 4: \$ <u>17,500.00</u>	Amount Per Quarterly Invoice: \$ <u>4,375.00</u>
Year 5: \$ <u>17,500.00</u>	Amount Per Quarterly Invoice: \$ <u>4,375.00</u>

2. Additional Services Proposed By BROKER:

Fee: \$     All service Proposed Included in fee above.

Name of Principal Robert Waggoner  
Signature of Principal   
Title of Principal Senior Vice President  
Company Name McGriff Insurance Services, Inc.  
Date 04/17/20



April 8, 2020

ADDENDUM NO. ONE (1)  
RFP 20-12  
Insurance Broker of Record Services

Changes:

1. PROPOSAL SUBMITTAL METHOD:

The Proposal may be submitted electronically through BidSync in lieu of paper submittals.  
The electronic submittal is labeled as 20-12 Electronic Response  
The submittal date is April 21, 2020, at 4:00pm CT.  
No additional changes have been made.  
Direct all questions to cchristian@dcta.net

Any proposal received by DCTA via email will not be considered.

*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*

Christa Christian, CPPB  
Sr. Procurement Specialist

*Mark Wagoner*

Acknowledged by: \_\_\_\_\_ Date: 04/17/19  
Firm/Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2020

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

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

<b>PRODUCER</b> McGriff Insurance Services Inc. 301 College Street, Suite 208 Asheville NC 28801		<b>CONTACT NAME:</b> Nila Swink <b>PHONE:</b> (405) 277-5017 <b>FAX:</b> (405) 277-5017 <b>EMAIL:</b> CertificateRequests@bbrandt.com <b>ADDRESS:</b> CertificateRequests@bbrandt.com	
		<b>INSURERS (AFFORDING COVERAGE)</b>	
		<b>INSURER A:</b> Hartford Fire Insurance Company	<b>NAIC #</b> 19882
		<b>INSURER B:</b> Twin City Fire Insurance Company	<b>NAIC #</b> 29459
		<b>INSURER C:</b> National Union Fire Ins Co of PA	<b>NAIC #</b> 19445
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

COVERAGES: CERTIFICATE NUMBER: 128758532 REVISION NUMBER:

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

PROD LTR	TYPE OF INSURANCE	ADDITIONAL	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROS. SUBJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	22CGES70002	12/6/2019	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (See endorsement) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADJ INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	22CGES70003	12/6/2019	5/1/2021	COMBINED SINGLE LIMIT (See endorsement) \$2,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: \$0 RETENTION: \$0	Y	Y	22CGES70000	12/6/2019	5/1/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A & B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL PARTNERSHIP/EXECUTIVE OFFICER/BOARDER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	22WBS70000 22WBS70001	12/6/2019 12/6/2019	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E&L EACH ACCIDENT \$1,000,000 E&L DISEASE - SA EMPLOYEE \$1,000,000 E&L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 22WBS70000 - Workers Compensation (Various Writing Company Names within the Hartford Fire Insurance Group apply based on the state of employment)  
 --- 22WBS70001 - Workers Compensation for Wisconsin ONLY

FUTURE RENEWAL CERTIFICATES SHOULD BE OBTAINED BY ACCESSING THE FOLLOWING WEBSITE (www.mcgriffinsurance.com/trustee)  
 NOTE: The website is case sensitive so be sure to use all lower case letters when typing the web address.  
 ITRFP Number: 11042017 Insurance Broker Services  
 McGriff Insurance Services Inc. / McGriff, Seibels & Williams Inc.

See Attached...

<b>CERTIFICATE HOLDER</b>  Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  A CANCELLED CERTIFICATE IS VOID 
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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2019

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

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 404 497-7500 FAX (A/C No.): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Trust Financial Corporation 214 N. Tryon St. Charlotte, NC 28202	<b>INSURER A:</b> XL Specialty Insurance Company NAIC # 37885	
	<b>INSURER B:</b> U.S. Specialty Insurance Company 29599	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

COVERAGES CERTIFICATE NUMBER: TJ63DJ0C REVISION NUMBER:

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

INS LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOF AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	<b>BANKERS' PROF LIABILITY</b> <b>EXCESS BANKERS' PROF LIABILITY</b>			ELU165003-19 14-MGU-19-A48282	12/06/2019	12/06/2020	Limit of Liability \$ 15,000,000 \$15,000,000 Excess of \$ 15,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Excess Bankers Professional Liability- Effective 12/06/19 - 12/06/20  
 \*ACE American Insurance Co. (NAIC#: 22667) - (Policy #: DOX G46884899 001) - Limit- \$15,000,000 in excess of \$30,000,000  
 \*National Union Fire Insurance Company of Pittsburgh, Pa. (NAIC#: 19445) - (Policy #: 03-979-2808) - Limit- \$15,000,000 in excess of \$45,000,000  
 \*Berkshire Hathaway Specialty Insurance Co. (NAIC#: 22276) - (Policy #: 47-EPF-309560-01) - Limit- \$15,000,000 in excess of \$60,000,000  
 \*Market American Insurance Co. (NAIC#: 28932) - (Policy #: MKLM6EL0005068) - Limit- \$15,000,000 in excess of \$75,000,000  
 \*Freedom Specialty Insurance Co. (NAIC#: 22209) - (Policy #: XMF1909373) - Limit- \$15,000,000 in excess of \$90,000,000  
 \*Continental Casualty Company (NAIC#: 20443) - (Policy #: 552171089) - Limit- \$15,000,000 in excess of \$105,000,000  
 \*Allianz Global Risks US Insurance Company (NAIC#: 35300) - (Policy #: USF00604619) - Limit- \$10,000,000 in excess of \$120,000,000  
 (continued next page)

<b>CERTIFICATE HOLDER</b>  For Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# BIDDER'S QUESTIONNAIRE

Regular Item 11, Exhibit 3

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 \_\_\_\_\_  
*Robert Waggoner*

Date \_\_\_\_\_

Email Address \_\_\_\_\_

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Regular Item 11, Exhibit 3  
**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.**

McGriff Insurance Services, Inc.

**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.

None

**4**

Robert Waggoner  
 Signature of person doing business with the governmental entity

04/09/20

Date

**Appendix C**

Regular Item 11, Exhibit 3

**NON-COLLUSION AFFIDAVIT**

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

The authorized representative for bidder/proposer, Robert Waggoner, 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.

Robert Waggoner

Signature of Authorized Company Representative

Robert Waggoner, Senior Vice President

Name and Title of Authorized Company Representative

04/09/20

Date

Subscribed and sworn to before me on 04/09/20 (Date)



(Notary Seal)

Tracey Hartgrave

Signature Notary Public

Regular Item 11, Exhibit 3

## **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.*

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"I, Robert Waggoner (Name of certifying official), the Sr. Vice President (title or position of certifying official) of McGriff Insurance Services (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.

Robert Waggoner

Signature of Certifying Official

Title: Senior Vice President

Date: 04/09/20

# DCTA Board Agenda Outlook

As of 5/22/2020

BUDGET WORKSHOP: 6/18	JUNE 25, 2020	JULY 23, 2020
<p><b><i>Discussion Topics</i></b></p> <ul style="list-style-type: none"> <li>▪ FY21 Budget Discussion               <ul style="list-style-type: none"> <li>○ ELAP Policy Discussion</li> <li>○ Reserve Policies</li> </ul> </li> <li>▪</li> </ul>	<p><b><i>CONSENT</i></b></p> <ul style="list-style-type: none"> <li>▪ Approval of Minutes</li> <li>▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> </ul> <p><b><i>INFORMATIONAL REPORTS</i></b></p> <ul style="list-style-type: none"> <li>▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers)</li> <li>▪ April Board Information Requests               <ul style="list-style-type: none"> <li>○ Contracted Service Agreements Monthly Progress Report</li> <li>○ Performance Measures by Route with Associated Revenue</li> <li>○ DCTA's Historical Responses to the Decreases in Ridership</li> <li>○ Detail on Wages, Salaries and Benefits increases over the past 5 years</li> </ul> </li> </ul> <p><b><i>REGULAR AGENDA</i></b></p> <p><b><i>Discussion Topics</i></b></p> <ul style="list-style-type: none"> <li>▪ Discount Fare Programs Overview</li> <li>▪ Administrative Overhead Policy Discussion (April Board Information Request)</li> <li>▪ Performance Measures by Route with Associated Revenue Discussion (April Board Information Request)</li> <li>▪ August Service Change Overview</li> <li>▪ Corinth Station Development Planning Update</li> <li>▪ A-train Southbound Extension Planning</li> <li>▪ NTMC &amp; DCTA Workshop (tentative)</li> </ul> <p><b><i>Action</i></b></p> <ul style="list-style-type: none"> <li>▪ Budget Amendment: Transformation Initiative Consultant Task Order #1</li> <li>▪ Transformation Initiative Consultant and Task Order #1</li> <li>▪ Web Services Award (expires Sept 2020 – need overlap of contractors)</li> <li>▪ Purchase of Transit Vehicles (new contract)</li> <li>▪ RFP 20-14 Sales and Use Tax Review</li> <li>▪ DART Access Agreement</li> <li>▪ NTMC Modified Bylaws</li> <li>▪ MUTD Contract Extension &amp; New Contract Rate</li> </ul> <p><b><i>Information</i></b></p> <ul style="list-style-type: none"> <li>▪ Local &amp; Regional Transportation Updates and Legislative Issues</li> </ul>	<p><b><i>CONSENT</i></b></p> <ul style="list-style-type: none"> <li>▪ Approval of Minutes</li> <li>▪ Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report)</li> <li>▪ Quarterly Investment Report</li> <li>▪ Quarterly Grants Report</li> </ul> <p><b><i>INFORMATIONAL REPORTS</i></b></p> <ul style="list-style-type: none"> <li>▪ Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers)</li> <li>▪ Contracted Service Agreements Monthly Progress Report</li> </ul> <p><b><i>REGULAR AGENDA</i></b></p> <p><b><i>Discussion Topics</i></b></p> <ul style="list-style-type: none"> <li>▪ FY21 Budget Discussion</li> </ul> <p><b><i>Action</i></b></p> <ul style="list-style-type: none"> <li>▪ Lakeway Admin Building Lease Extension Contract (expires September 2020)</li> <li>▪ August Service Change</li> <li>▪ NEW ELAP Program</li> </ul> <p><b><i>Information</i></b></p> <ul style="list-style-type: none"> <li>▪ Local &amp; Regional Transportation Updates and Legislative Issues</li> </ul>