



Board of Directors Regular Meeting

June 25, 2020 | 10:00 a.m.

To be held by Zoom Video Conference
and at Medical City Lewisville Grand Theater | Black Box Room
located at 100 N Charles St, Lewisville, TX 75057

NOTICE IS HEREBY GIVEN that the members of the DCTA Board of Directors will be meeting at Medical City Lewisville Grand Theater, Black Box Room located at 100 N Charles St, Lewisville, TX 75057 and via video conference using Zoom. The meeting will be made available to the public at the following web address: <https://zoom.us/j/92672275819>

CALL TO ORDER

INVOCATION

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 Directors 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.

WORKSHOP

Joint DCTA Board of Directors and North Texas Mobility Corporation (NTMC) Board of Directors Workshop

- A. Review DCTA's Initial Intent for NTMC
- B. Discuss DCTA's Long Term Options for NTMC
- C. Discuss DCTA & NTMC Board Workflow
- D. Discuss Outstanding Items: Certificate of Formation Modification, Bylaw Modification, General Manager RFP
- E. DCTA Direction for NTMC Board

CONVENE EXECUTIVE SESSION – A PRIVATE SKYPE CONFERENCE NUMBER WILL BE PROVIDED TO VOTING BOARD MEMBERS AND ALTERNATES 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.

CONSENT AGENDA

1. Consider Approval of May 27, 2020 Minutes

Action Item

Presenter: Dianne Costa, Highland Village, Board Chair
Item Summary: Approval of the May 27, 2020 meeting minutes will be requested.
Backup Information: Consent Item 1: May 27, 2020 Minutes

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

Backup Information: Memo: Monthly Financial Statements for May 2020
Exhibit 1: Monthly Financial Statements – May 2020
Exhibit 2: Capital Projects Budget Report – May 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. 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: Five Year History of Efforts to Drive Ridership



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, staffing, the ever-changing environment, and the Agency's response during this health emergency.

Backup Information: N/A

2. **Corinth Station Concept Planning and Performance Study**

Discussion Item

Presenter: Kristina Holcomb, Deputy CEO

Tom Ryden, LAN, Inc., Senior Project Manager

Bill Lipfert, LTK Engineering Services, VP of Operations Planning & Simulation

Item Summary: The Board will receive an update regarding the recent Corinth Station Concept Planning and Performance Study conducted by Lockwood, Andrews and Newnam, Inc. (LAN).

Backup Information: Memo: Corinth Station Concept Planning and Performance Study

Exhibit 1: Corinth Station Concept Cost & Schedule March 2020

Exhibit 2: Corinth Station Concept Double Tracking Alternative March 2020

Exhibit 3: Corinth Station Concept Service Resiliency Analysis March 2020

Exhibit 4: Corinth Station A-train Schematic Concepts March 2020

3. **Mobility as a Service (MaaS) Task Order for Member City Services**

Discussion Item

Presenter: Raymond Suarez, CEO

Item Summary: Staff will lead a discussion regarding the initiation of a task order to deploy on-demand services within member cities with anticipated service strategy recommendations by August.

Backup Information: N/A

4. **Transformation Initiative Executive Summary**

Discussion Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: Staff will provide an overview of the Transformation Initiative and discuss the related items on the board agenda.

Backup Information: N/A

5. **Consider Approval of Resolution R20-09 Approving FY20 Budget Revision 2020-05 for Task Order 1 and Transformation Initiative Consultant**

Action Item

Presenter: Marisa Perry, CFO/VP of Finance

Item Summary: Board approval will be requested of Resolution R20-09 approving FY2020 Budget Revision 2020-05.

Backup Information: Memo: Approval of Resolution R20-09 Approving FY20 Budget Revision 2020-05

Exhibit 1: Resolution R20-09 Approving FY 2020 Budget Revision 2020-05 (with Exhibits 1 and 2)

Exhibit 2: Year to Date FY2020 Budget Revisions

6. **Consider Approval of Agency Transformation Initiative Consultant and Task Order 1**

Action Item

Presenter: Dianne Costa, DCTA Board Chair

Item Summary: The Transformation Initiative board-appointed evaluation committee recommends approval of RFP 20-11 Agency Transformation Initiative and corresponding Task Order 1 to Accenture and requests authorization for the CEO to execute the contract for a three-year term with the option to renew for one additional two-year term.

Backup Information: Memo: Agency Transformation Initiative Consultant and Task Order 1

Exhibit 1: RFP 20-11 Solicitation

Exhibit 2: Accenture LLP Proposal

Exhibit 3: Accenture LLP Best and Final Offer

7. **August Service Change Overview**

Discussion Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: Staff will provide an overview of the proposed service changes scheduled for August 24, 2020.

Backup Information: N/A

8. **Hazard/Hero Pay Options**

Discussion Item

Presenter: Raymond Suarez, CEO

Item Summary: Staff will provide an update and lead the discussion on Hazard/Hero Pay Options

Backup Information: N/A

9. Lakeway Administration Building Lease Extension

Discussion Item

Presenter: Nicole Recker, VP of Mobility Services and Administration
Item Summary: Staff will provide an overview of the current Administration building lease agreement, set to expire in September 2020, and discuss the next steps required to extend the existing lease.
Backup Information: N/A

10. Consider Award of RFP 20-14 for Sales and Use Tax Review Services

Action Item

Presenter: Marisa Perry, CFO/VP of Finance
Item Summary: Staff recommends approval of RFP 20-14 Sales & Use Tax Review Services to HdL Companies and requests authorization for the CEO to execute the contract for a three-year term with two one-year extensions.
Backup Information: Memo: Award of RFP 20-14 for Sales and Use Tax Review Services
Exhibit 1: Evaluation Consensus
Exhibit 2: Request for Proposal Package
Exhibit 3: HdL Companies Proposal

11. Consider Approval of Resolution R20-11 Appointing a Board of Director's ADA Liaison to the Access Appeal Panel

Action Item

Presenter: Lindsey Baker, Director of Government Affairs
Item Summary: Staff is requesting the Board of Directors consider making an appointment of the Board of Directors ADA Liaison to the Access Appeal Panel, as well as a staff designee to serve in his/her absence, both of which are currently vacant.
Backup Information: Memo: Approval of Resolution R20-11 Access Appeal Panel Board of Director's ADA Liaison Appointment
Exhibit 1: Resolution R20-11, Access Appeal Panel Board of Director's ADA Liaison Appointment
Exhibit 2: DCTA Access Appeal Panel Overview
Exhibit 3: FTA Circular 4710.1, Chapter 9 ADA Paratransit Eligibility
Exhibit 4: Access Appeal Panel Appointment of Board of Director's ADA Liaison Staff Designee Letter

12. Consider Award of Web Services Contract

Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: Staff recommends approval of RFP 20-08 Web Services Contract to Planeteria Media and requests authorization for the CEO to execute the contract for a three-year term with the option to renew for two, one-year terms.

Backup Information: Memo: Award of Web Services Contract
Exhibit 1: Evaluation Consensus
Exhibit 2: Request for Proposal Package
Exhibit 3: Planeteria Media Proposal

13. Consider Award of MaaS Task Order #1: Lakeway Zone and Denton Evening Zone

Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Item Summary: Staff recommends approval of Task Order 1 to Spare Labs, Inc. and requests authorization for the CEO to execute the task order for a two (2) year term, commencing September 14, 2020 with the option to renew for a one term ending September 30, 2024.

Backup Information: Memo: Task Order 1 – Lakeway Zone and Denton Evening Zone
Exhibit 1: Evaluation Consensus
Exhibit 2: Request for Proposal Package
Exhibit 3: Master Contract with Spare Labs, Inc.
Exhibit 4: MaaS Task Order 1: Lakeway Zone and Denton Evening Zone
Exhibit 5: Spare Labs, Inc.'s Proposal for Task Order 1

14. Consider Approval of Fourth Amendment to the City of McKinney MUTD Interlocal Agreement

Action Item

Presenter: Raymond Suarez, CEO

Item Summary: The MUTD Board of Directors held a meeting on June 17 at which they considered and approved a proposed fourth amendment to the City of McKinney/DCTA ILA through December 31, 2020, inclusive of the cost allocation administrative fee.

Backup Information: Memo: Consider Approval of Fourth Amendment to the City of McKinney MUTD Interlocal Agreement
Exhibit 1: Proposed Fourth Amendment to the City of McKinney MUTD ILA
Exhibit 2: MUTD Resolution Approving Fourth Amendment
Exhibit 3: MUTD Resolution Authorizing Issuance of RFQ for Transit Services and Draft RFQ
Exhibit 4: City of McKinney Original ILA
Exhibit 5: City of McKinney Amendment One Fully Executed (2017)
Exhibit 6: City of McKinney Amendment Two Fully Executed (2018)
Exhibit 7: Amendment Three to the City of McKinney MUTD ILA extending the agreement through July 31, 2020



15. 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 06.19.2020

REPORT ON ITEMS OF COMMUNITY INTEREST

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

ADJOURN

Board Members:

Dianne Costa, Highland Village, *Chair*
TJ Gilmore, Lewisville, *Vice Chair*
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 Medical City Lewisville Grand Theater meeting rooms are wheelchair accessible. Access to the building and special parking are available on each side of the building. 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 6/19/2020 at 4:16 PM.


Brandy Pedron, Executive Administrator | Board Support | FOIA



Board of Directors Meeting Minutes for:

May 27, 2020

Board of Directors Regular Meeting Minutes

The Board of Directors of the Denton County Transportation Authority convened the Regular Meeting of the Board of Directors with Dianne Costa, Vice Chair presiding on May 27, 2020 remotely and at Highland Village Council Chambers.

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 (remotely)
Carter Wilson, Frisco (remotely)
Connie White, Small Cities
Ron Trees, Little Elm

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 Mobility Services and Administration

Guest Speakers

Mike Mowery, SGR

Other DCTA Staff Attendees

Lindsey Baker, Director of Strategic Partnerships
Athena Forrester, Assistant Vice President of Regulatory Compliance/DBE Liaison
Ann Bolden, Director of Capital Development
Adrienne Hamilton, Senior Marketing and Communications Manager
Tim Palermo, Senior Regional Planner
Troy Raley, Director of Bus Operations/Maintenance
Amanda Riddle, Senior Manager of Budget
Whitney Trayler, Grants Manager
Javier Trilla, Director of Information Technology
Kyler Hagler, Network Administrator
Brandy Pedron, Executive Administrator
Rusty Comer, Manager of Bus Administration
Sheri Evridge, Operations Analyst
Kayla Laird, Communications Coordinator

Public Attendees

Claire Powell, Lewisville Alternate
Michael Leavitt, Highland Village Alternate
Keely Briggs, Denton City Council Member
RJ Garza, NTMC Contract General Manager
Peggy Hinkle-Wolf, DRC
Brandi Bird, Bird Advocacy & Consulting
Paula Richardson
Dee Leggett, LTK
Roy Latkowsli, DCTA Bus Driver
Andrew Ittigson, AECOM
Karon Moore

CALL TO ORDER – *Chair Costa called the meeting to order and announced the presence of a quorum at 10:05 am.*

INVOCATION – *Cesar Molina led the Meeting in Prayer.*

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



CONSENT AGENDA

1. Approval of April 23, 2020 Minutes

2. Approval of Monthly Financial Statements for April 2020

- *A Motion to approve Consent Agenda item 1 and 2 as presented was made by Secretary Burke. The motion was seconded by Chair Costa. 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 April 2020 – *No questions were asked.*

2. Transformation Initiative Update – *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. 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. Nicole Recker updated the Board on all completed step in the Timeline and informed the Board of 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*

3. Information Requested by Board Members at the April Board Meeting Information – *Information on Contracted Service Agreements Monthly Progress Report, Turnover Information over the Past Five Years, and Cost Savings Associated with Suspension of Service for Route 5 and Route 8 was provided to the board as requested at the April Board Meeting in informational reports provided in the packet.*

- *The Board agreed that all requests asked of a Board Member should be shared with the Board entirely. A process for requesting information will be discussed at a future meeting.*

4. Community Advisory Committee Meeting Reap Report – *No questions were asked.*

REGULAR AGENDA

1. Coronavirus (COVID-19) Response Update

- *Kristina Holcomb gave a detailed briefing of COVID-19 statistics on number of cases, C-11 protective vinyl shields, employee appreciation efforts, passenger communications, upcoming public involvement, and ATU Hazard Pay requests and options.*

[Board Chair Costa made a motion to recess the meeting for short break at 11:14 am. The time of recess expired, and the meeting resumed at 11:20 am.]

2. Board Strategic Visioning Session

- *Mike Mowery with Strategic Government Resources led the Board in a Strategic Visioning Session and goal setting discussion in order 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. The purpose of this session was to provide staff with the needed guidance so that recommendations and financial priorities for the remainder of FY2020 and FY2021 can be brought to the Board for consideration. Raymond Suarez led the discussion and introduced Mike Mowery with SGR.*
- *Mike Mowery led the Board through the Strategic Visioning Session Agenda topics as follows:*
 - o *Review of Mission, Vision, and Values*
 - o *Board Short Term Strategic Guidance Themes*
 - o *Focus on projects and initiatives that achieve the 4 primary objects of DCTA's missions: Mobility, Air Quality, Livability and Economic Growth*
 - o *Focus on local and regional transit system growth*
 - o *Improve efficiencies and maximize return on investment*
 - o *Build a great employee culture and a quality brand*
 - o *Wrap-up and Closing Thoughts*
- *Each Board Member offered the following as a focus for Strategic Visioning:*
 - o *Secretary Burke: Try not to use reserves; more focus on transit-oriented development; and Improve our regional presence*
 - o *Cesar Molina: Improve ridership or movement of people; look at transit peers; only increase services that will improve ridership and movement*
 - o *Vice Chair Gilmore: Solidify ELAP policy; partner with cities to discuss TOD; maintain ridership by mode and grow ridership locally; transformation Initiative awarded in June, reporting by December; tracking of Board requests; admin cost policy: Admin around 12%; and reduce turnover*
 - o *Chris Watts: Goal is moving the public; continue improving ridership data; improve headways; pilot service: Demand Response service to/from train; funding of a regional system; event service to Dallas without DART*
 - o *Chair Costa: ELAP; TOD*
 - o *Highland Village Alternate, Mike Leavitt: Expanding service through contracts*
 - o *Small Cities, Connie White: Wait for transformation initiative before taking action on admin policy; look to expand service in the southern part of the county*
 - o *Corinth, Tom Winterburn: Complete Corinth study*

[Board Chair Costa made a motion to recess the meeting for lunch break at 12:39 am. The time of recess expired, and the meeting resumed at 12:52 am.]

3. **Member City Investment Policy Discussion (ELAP Equivalent)** – *Raymond led the discussion of the Board on the Member City Investment Policy (ELAP Equivalent). A discussion on tasking a consultant to do the following was held: Review past ELAP policy; Consider changes in new innovated services; Consider changes in Federal and State law and/or policy; Consider how Federal funds can be leveraged; Draft new policy; and Discuss potential projects.*
 - *The 2006 policy was requested by the Board.*
 - *Vice Chair Gilmore would like to see a policy independent of COVID funds.*
 - *Chair Costa, Mayor Watts, Cesar Molina and Secretary Burke all agreed to contract AECOM to be the consultant for this initiative.*
 - *Vice Chair Gilmore would like to wait until the Transformation Study*
 - *No action was taken by the Board.*

4. **Consider Approval of Resolution R20-04 Approving FY20 Budget Amendment** – *Marisa Perry provided an overview of the item. 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, DCTA Operating Expenses, DCTA Non-Operating Revenues/(Expenses), Federal Grants and Reimbursements, State Grants and Reimbursements, DCTA Transfers Out, Capital Budget, NTMC Operating Expenses, and NTMC Transfers In.*
 - *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. The total budget impact of Budget Amendment Number 2020-04 is an increase to Net Position of \$1,459,029. Staff recommends the Board of Directors approve Resolution R20-04 authorizing a budget amendment for the FY 2020 operating and capital budget.*
 - *A Motion to approve Resolution R20-04 Approving FY20 Budget Amendment was made by Secretary Burke. The motion was seconded by Chris Watts. All Board members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.*

[Board Chair Costa made a motion to recess the meeting for short break at 2:14 pm. The time of recess expired, and the meeting resumed at 2:23 pm.]

5. **North Texas Mobility Corporation (NTMC) Discussion** – *Raymond Suarez and staff facilitated a discussion regarding the current and future state of the NTMC and potential service delivery options moving forward. genesis of NTMC, NTMC role in DCTA Vision, Transition Plan, current challenges, and current NTMC Board recommendations were discussed in detail. The NTMC Board Certificate of Formation Modification recommendations approved at NTMC's April Board Meeting by the NTMC Board of Directors, which eliminated NTMC the ability to issue debt and eliminated the requirement for DCTA CEO (or similar position) to serve on the NTMC Board. DCTA staff discussed with the board the communication challenges that exist, the financial controls and reporting responsibilities as well as the operating controls and reporting responsibilities. A Joint DCTA and NTMC Workshop is scheduled to occur at next month's DCTA Board Meeting.*
 - *Chris Watts has concern about the reporting structure.*
 - *No action was taken by the Board.*
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** – *Kristina Holcomb provided an overview and recommended approval of the amended Certificate of Formation modifications made and approved by the NTMC Board of Directors on April 22, 2020.*
 - *A Motion to table the item until a date certain after the joint meeting with NTMC was made by Chris Watts. The motion was seconded by Secretary Burke. All Board members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.*
7. **Consider Approval of Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP)** – *Kristina Holcomb provided an overview and recommended 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 .*
 - *A Motion to approve Resolution R20-06 Approving Public Transportation Agency Safety Plan (PTASP) was made by Chris Watts. The motion was seconded by Secretary Burke. All Board*



members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.

8. **Consider Approval of City of Lewisville Trail Maintenance Agreement** – *Kristina Holcomb gave a brief overview and recommended approval ILA for maintenance of the A-train Rail Trail in the City of Lewisville.*
 - *A Motion to approve City of Lewisville Trail Maintenance Agreement was made by Vice Chair Gilmore. The motion was seconded by Chris Watts. All Board members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.*
9. **Consider Approval of Train the Trainer Task Order** – *Nicole Recker gave a brief overview and recommended 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.*
 - *A Motion to approve Train the Trainer Task Order 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.*
10. **Consider Award of Agency-wide Print Contract** – *Nicole Recker noted to the Board that RFP 20-07 continues DCTA's existing print services to ensure cost-effective and seamless turnkey solutions for agency-wide printing needs. Staff recommended approval of RFP 20-07 Print Services and requested authorization for the CEO to execute the contract for \$560,000 over a five-year term.*
 - *A Motion to approve the Award of Agency-wide Print Contract was made by Secretary Burke. 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.*
11. **Consider Award of RFP 20-12 for Insurance Broker of Record Services** – *Marisa Perry gave a brief overview of the item and recommended approval of RFP 20-12 Insurance Broker of Record Services to McGriff and requested authorization for the CEO to execute the contract for a three-year term with two one-year extensions.*
 - *A Motion to approve Award of RFP 20-12 for Insurance Broker of Record Services was made by Vice Chair Gilmore. The motion was seconded by Secretary Burke. All Board members voted in favor. Motion carries and is passed unanimously by the Board with no abstentions.*
12. **Discussion of Regional Transportation and Legislative Issues**
 - *Chair Costa briefly gave nod to the vast amount of resources and information APTA has available during this time.*

FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS

- *Chair Costa made mention of the Board Agenda Outlook included in the Board packets and reminded the Board about the scheduled Budget Workshop on June 18. Marisa Perry noted that staff will send the documents out to the Board for a longer review on June 8.*

REPORT ON ITEMS OF COMMUNITY INTEREST – *Nicole Recker made mention that DCTA will begin its Virtual Public Meetings on June 15 and a link to those will be sent to the Board in the Friday email.*

CONVENE EXECUTIVE SESSION – *The Board convened into executive session at 4:37 pm for the following:*

- A. 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 5:17 pm. No action was taken.*

ADJOURN – *Motion to adjourn the meeting was made by Cesar Molina and seconded by Chris Watts. All in favor. The meeting was adjourned at 5:18 p.m.*

The minutes of the May 27, 2020 Board of Directors Meeting were passed and approved by a vote on this 25th day of June 2020.

Dianne Costa, Chair

ATTEST

Sam Burke, Secretary

Board of Directors Memo

June 25, 2020

SUBJECT: Consider Approval of Monthly Financial Statements for May 2020

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending May 31, 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 \$10k mainly due to rail ridership of 192k which is 25% less than budgeted ridership of 256k. 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 May as employers continued telecommuting arrangements and stay at home orders remained in effect in response to COVID-19. The Passenger Revenues budget was amended in May to reflect these COVID-related 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		191,764	256,198	-25%	269,665	-29%
Connect		285,699	264,762	8%	365,225	-22%
Access & Zone Service		22,682	19,953	14%	24,626	-8%
Frisco	(A)	4,884	3,644	34%	7,591	-36%
Collin County Transit	(A)	8,262	1,608	414%	6,598	25%
North Texas Xpress		6,555	7,561	-13%	7,591	-14%
University of North Texas	(B)	889,001	1,414,805	-37%	1,401,262	-37%
North Central Texas College	(B)	5,784	9,039	-36%	9,192	-37%
Special Movements	(B)	4,763	-	N/A	42,166	-89%
Total Bus Ridership		1,227,630	1,721,372	-29%	1,864,251	-34%
Trail Utilization	(B)	14,902	-	N/A	-	N/A
Vanpool	(B)	94,428	-	N/A	83,503	13%
Total Ridership		1,528,724	1,977,570	-23%	2,217,419	-31%

(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. Please note Trail Utilization reflects only May activity.

- **Note B:** Contract Service Revenue – YTD unfavorable by \$536k primarily due to lower than budgeted revenue hours and lower than budgeted billable fuel costs. Actual YTD billed hours of 32k were 13% lower than budgeted 37k hours (\$343k decreased revenue). Average YTD pass-through fuel cost is \$1.92/gallon compared to budgeted \$3.00/gallon and YTD usage of 74k gallons is 26% lower than budgeted usage of 100k gallons (\$153k decreased revenue). May fuel usage has not been captured as DCTA had not yet received the May invoice from the fuel vendor which resulted in delayed fuel reimbursement billing to contract customers. Additionally, Special Movements, Lyft, and Taxi services were all under budget (\$40k decreased revenue).

- **Note C:** Sales Tax Revenue – May sales tax revenue is not yet received and is accrued for the month based on budget. Sales tax generated in May will be received in July. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through June, representing sales tax generated through April.
- **Note D:** Federal/State Grants - Capital – YTD favorable by \$322k due to PTC project reimbursements being received earlier than anticipated in the budget.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Positive Train Control (PTC)	\$ 275,728	\$ 20,000	\$ 255,728
Safety & Security	66,155	-	66,155
Hike & Bike Trail – Eagle Point	438,548	438,548	-
	<u>\$ 780,431</u>	<u>\$ 458,548</u>	<u>\$ 321,883</u>

- **Note E:** Federal/State Grants - Operating – YTD unfavorable by \$1.1 million mainly due to timing differences of Operating and ADA Assistance funding, offset by Rail Preventive Maintenance reimbursements that have been received earlier than anticipated in the budget. The next annual Program of Projects funding is expected later in the fiscal year, at which point Operating and ADA Assistance reimbursements will be requested.

	YTD FY20 Actual Revenue	YTD FY20 Budgeted Revenue	Variance, Actual to Budget
Bus PM	\$ 941,097	\$ 921,168	\$ 19,929
Rail PM	1,885,732	833,680	1,052,051
Operating Assistance	-	2,000,000	(2,000,000)
ADA Assistance	232,574	501,166	(268,592)
Vanpool	135,290	80,000	55,290
NCTCOG NTX 35W JARC	62,327	-	62,327
	<u>\$ 3,257,020</u>	<u>\$ 4,336,014</u>	<u>\$ (1,078,994)</u>

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 Financial Statements – May 2020

Exhibit 2: Capital Projects Budget Report – May 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 MAY 31, 2020
(UNAUDITED)

Consent Item 2, Exhibit 1(a)

Description	Month Ended May 31, 2020			Year to Date May 31, 2020			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Revenue and Other Income							
Passenger Revenues	\$ 30,396	\$ (48,709)	\$ 79,105	\$ 680,143	\$ 689,913	\$ (9,770)	\$ 792,169 Note A
Contract Service Revenues	144,209	336,074	(191,865)	2,544,823	3,081,018	(536,195)	4,416,160 Note B
Sales Tax Revenues	960,060	1,034,072	(74,012)	17,810,296	16,813,240	997,056	21,464,452 Note C
Federal/State Grants - Capital	-	(2,303,182)	2,303,182	780,431	458,548	321,883	1,464,435 Note D
Federal/State Grants - Operating	1,687,927	374,841	1,313,086	3,257,020	4,336,014	(1,078,994)	12,400,872 Note E
Total Revenues and Other Income	<u>2,822,592</u>	<u>(606,904)</u>	<u>3,429,496</u>	<u>25,072,713</u>	<u>25,378,733</u>	<u>(306,020)</u>	<u>40,538,088</u>
Operating Expenses							
Salary, Wages and Benefits	374,198	330,290	(43,908)	3,068,370	3,238,042	169,672	4,659,734
Outsourced Services and Charges	73,609	196,400	122,791	1,469,628	2,509,340	1,039,711	3,805,477
Materials and Supplies	112,839	(146,003)	(258,842)	1,474,888	1,624,804	149,916	2,554,461
Utilities	29,468	13,998	(15,470)	247,594	320,984	73,391	490,988
Insurance	138,229	146,024	7,795	1,100,959	1,168,192	67,233	1,752,329
Purchased Transportation Services	814,496	767,892	(46,605)	6,619,481	6,969,070	349,589	10,271,634
Employee Development	2,723	(51,476)	(54,199)	112,645	194,383	81,738	296,935
Leases and Rentals	18,483	19,092	609	142,838	153,051	10,213	229,633
Depreciation	796,243	904,758	108,515	6,377,541	6,995,044	617,503	10,612,052
Total Operating Expenses	<u>2,360,290</u>	<u>2,180,974</u>	<u>(179,315)</u>	<u>20,613,945</u>	<u>23,172,910</u>	<u>2,558,965</u>	<u>34,673,243</u>
Income Before Non-Operating Revenues and Expenses	462,302	(2,787,878)	3,250,180	4,458,769	2,205,823	2,252,945	5,864,845
Non-Operating Revenues / (Expense)							
Investment Income	14,512	18,333	(3,821)	308,372	251,664	56,708	325,000
Gain (Loss) on Disposal of Assets	-	-	-	-	-	-	-
Fare Evasion Fee	-	83	(83)	-	664	(664)	1,000
Other Income - Miscellaneous	21,006	-	21,006	139,270	51,000	88,270	51,000
Long Term Debt Interest/Expense	(75,781)	(75,790)	9	(606,011)	(606,320)	309	(909,480)
Total Non-Operating Revenues / (Expenses)	<u>(40,263)</u>	<u>(57,374)</u>	<u>17,111</u>	<u>(158,369)</u>	<u>(302,992)</u>	<u>144,623</u>	<u>(532,480)</u>
Income (Loss) before Transfers	422,039	(2,845,252)	3,267,291	4,300,400	1,902,831	2,397,568	5,332,365
Transfers Out	(486,975)	(520,115)	33,140	(5,483,697)	(5,748,609)	264,912	(8,000,347)
Total Transfers	<u>(486,975)</u>	<u>(520,115)</u>	<u>33,140</u>	<u>(5,483,697)</u>	<u>(5,748,609)</u>	<u>264,912</u>	<u>(8,000,347)</u>
Change in Net Position	<u>\$ (64,936)</u>	<u>\$ (3,365,367)</u>	<u>\$ 3,300,431</u>	<u>\$ (1,183,297)</u>	<u>\$ (3,845,778)</u>	<u>\$ 2,662,480</u>	<u>\$ (2,667,982)</u>



DENTON COUNTY TRANSPORTATION AUTHORITY

Consent Item 2, Exhibit 1(a)

STATEMENT OF NET POSITION AS OF MAY 31, 2020 (UNAUDITED)

	May 31, 2020	April 30, 2020	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	\$ 10,740,802	\$ 9,733,991	\$ 1,006,811
Reserves: Cash & Cash Equivalents	13,098,155	12,026,237	1,071,919
Reserves: Investments	5,103,849	6,103,849	(1,000,000)
Accounts & Notes Receivable	6,064,786	6,553,265	(488,478)
Prepaid Expenses	612,444	730,324	(117,880)
Inventory	25,211	25,211	-
Restricted Asset-Cash and Equivalents	2,529,644	2,529,184	461
Total Current Assets	38,174,892	37,702,060	472,832
Non-Current Assets			
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	18,955,741	18,834,728	121,012
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(83,974,194)	(83,177,951)	(796,243)
Total Non-Current Assets	315,553,945	316,229,176	(675,231)
Total Assets	353,728,837	353,931,236	(202,399)
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	369,652	369,652	-
Total Deferred Outflow of Resources	369,652	369,652	-
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	352,242	573,124	(220,882)
Deferred Revenues	66,677	59,038	7,639
Interest Payable	151,561	75,781	75,781
Retainage Payable	623,545	623,545	-
Total Current Liabilities	1,194,025	1,331,488	(137,463)
Non-Current Liabilities			
Rail Easement Payable	900,000	900,000	-
Bonds Payable	25,230,000	25,230,000	-
Net Pension Liability	109,285	109,285	-
Total Non-Current Liabilities	26,239,285	26,239,285	-
Total Liabilities	27,433,310	27,570,773	(137,463)
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	47,683	47,683	-
Total Deferred Inflow of Resources	47,683	47,683	-
Net Position			
Net Investment in Capital Assets	293,688,041	293,688,041	-
Unrestricted	34,112,752	34,112,752	-
Change in Net Position	(1,183,297)	(1,118,361)	(64,936)
Total Net Position	\$ 326,617,496	\$ 326,682,432	\$ (64,936)

CHANGE IN NET POSITION
MONTH AND YEAR TO DATE MAY 31, 2020
(UNAUDITED)

	Month Ended May 31, 2020			Year to Date May 31, 2020			
Description	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
Operating Expenses							
Salary, Wages and Benefits	\$ 449,292	\$ 393,374	\$ (55,918)	\$ 5,305,635	\$ 5,432,284	\$ 126,649	\$ 7,531,382
Outsourced Services and Charges	27,865	117,309	89,444	85,253	172,749	87,496	261,629
Insurance	9,748	11,052	1,304	77,976	88,416	10,440	132,636
Employee Development	70	(1,620)	(1,690)	14,833	55,160	40,327	74,700
Total Operating Expenses	<u>486,975</u>	<u>520,115</u>	<u>33,140</u>	<u>5,483,697</u>	<u>5,748,609</u>	<u>264,912</u>	<u>8,000,347</u>
Income (Loss) before Transfers	(486,975)	(520,115)	33,140	(5,483,697)	(5,748,609)	264,912	(8,000,347)
Transfers In	486,975	520,115	(33,140)	5,483,697	5,748,609	(264,912)	8,000,347
Total Transfers	<u>486,975</u>	<u>520,115</u>	<u>(33,140)</u>	<u>5,483,697</u>	<u>5,748,609</u>	<u>(264,912)</u>	<u>8,000,347</u>
Change in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION

AS OF MAY 31, 2020

(UNAUDITED)

	May 31, 2020	April 30, 2020	Change
Assets			
Operating Cash & Cash Equivalents	\$ 275,666	\$ 381,753	\$ (106,087)
Accounts & Notes Receivable	1,725	1,725	-
Prepaid Expenses	38,964	48,712	(9,748)
Total Assets	<u>316,355</u>	<u>432,191</u>	<u>(115,836)</u>
Liabilities			
Accounts Payable and Accrued Expenses	<u>316,355</u>	<u>432,191</u>	<u>(115,836)</u>
Total Liabilities	<u>316,355</u>	<u>432,191</u>	<u>(115,836)</u>
Net Position			
Change in Net Position	-	-	-
Total Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

DENTON COUNTY TRANSPORTATION AUTHORITY

CAPITAL PROJECT FUND

AS OF MAY 31, 2020

Capital Project Number/Name	Project Budget	May 2020 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of May 2020 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	\$ 400,000	\$ -	\$ 266,176	\$ 133,824	67%
Total 10403 · Server/Network Infrastructure	350,000	-	326,636	23,364	93%
Total G&A Capital Projects	750,000	-	592,812	157,188	79%
Bus Capital Projects					
Total 50306 · Major Maintenance - Bus	125,000	25,000	28,000	97,000	22%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50513 · Fleet (2019)	1,481,000	-	-	1,481,000	0%
Total 50514 · Fleet (2020)	1,062,600	-	-	1,062,600	0%
Total Bus Capital Projects	3,268,600	25,000	28,000	3,240,600	1%
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	847	15,632,210	1,087,931	93%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	81,698	134,174	4,865,826	3%
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	894	136,082	45,075	75%
Total 61720 · Major Maintenance - Rail	2,024,826	12,573	1,065,876	958,950	53%
Total 61722 · Safety & Security Improvements 2020	200,000	-	11,600	188,400	6%
Total Rail Capital Projects	24,591,124	96,012	17,299,648	7,291,476	70%
Total Construction Work in Progress	\$ 28,609,724	\$ 121,012	\$ 17,920,460	\$ 10,689,264	63%



Board of Directors Memo

June 25, 2020

SUBJECT: Monthly Sales Tax Receipts

Background

Sales tax represents the single largest source of revenue for DCTA at 52.46% for the Fiscal Year 2020 budget. The annual revised sales tax budget for FY20 is \$21,464,452. 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 June, receipts were favorable compared to the revised budget.

- Sales tax for sales generated at retail in the month of April and received in June was \$2,185,555.
- This represents an increase of 84.63% or \$1,001,824 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$298,886 or 12% lower.
- Member city collections for the month compared to prior year are as follows:
 - City of Lewisville down 13.45%
 - City of Denton down 14.38%
 - City of Highland Village down 12.17%

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 Revised 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	\$ 2,329,419	\$ 2,329,419	\$ -	0.00%	\$ 2,307,128	\$ 22,291	0.97%
November	January	\$ 2,188,220	\$ 2,188,220	\$ -	0.00%	\$ 2,292,741	\$ (104,521)	-4.56%
December	February	\$ 3,191,714	\$ 3,191,714	\$ -	0.00%	\$ 2,831,728	\$ 359,986	12.71%
January	March	\$ 2,268,362	\$ 2,268,362	\$ -	0.00%	\$ 2,069,625	\$ 198,737	9.60%
February	April	\$ 2,114,448	\$ 2,114,448	\$ -	0.00%	\$ 2,024,082	\$ 90,366	4.46%
March	May	\$ 2,503,274	\$ 2,503,274	\$ -	0.00%	\$ 2,475,826	\$ 27,448	1.11%
April	June	\$ 1,183,731	\$ 2,185,555	\$ 1,001,824	84.63%	\$ 2,484,440	\$ (298,886)	-12.03%
May	July	\$ 1,034,072				\$ 2,307,292		
June	August	\$ 1,230,599				\$ 2,656,359		
July	September	\$ 1,029,176				\$ 2,447,195		
August	October	\$ 1,137,350				\$ 2,312,424		
September	November	\$ 1,254,087				\$ 2,552,054		
YTD Total		\$ 21,464,452	\$ 16,780,992	\$ 1,001,824	6.35%	\$ 28,760,896	\$ 295,421	1.79%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

June 16, 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	\$ 3,294,690	\$ (511,898)	-13.45%	April	June	\$ 304,322	\$ 267,280	\$ (37,043)	-12.17%
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	\$ 23,758,991	\$ (159,766)	-0.67%	YTD Total		\$ 4,154,270	\$ 2,425,903	\$ 157,191	6.93%

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	\$ 2,521,781	\$ (423,415)	-14.38%
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	\$ 21,086,621	\$ 602,667	2.94%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
 Prepared By: Denton County Transportation Authority Finance Department
 June 16, 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%	\$ 18,054,321	\$ 22,449,850	-19.57%	\$ 132,139,732	\$ 129,085,281	2.36%
Corpus Christi MTA	0.50%	\$ 2,463,919	\$ 2,776,441	-11.25%	\$ 16,628,975	\$ 16,862,647	-1.38%
Dallas MTA	1.00%	\$ 40,980,012	\$ 50,953,610	-19.57%	\$ 309,745,101	\$ 312,650,631	-0.92%
Denton CTA	0.50%	\$ 2,185,555	\$ 2,484,440	-12.03%	\$ 14,451,573	\$ 14,178,443	1.92%
El Paso CTD	0.50%	\$ 3,288,090	\$ 3,812,147	-13.74%	\$ 24,102,538	\$ 23,571,120	2.25%
Fort Worth MTA	0.50%	\$ 5,759,283	\$ 6,729,482	-14.41%	\$ 40,340,404	\$ 41,182,050	-2.04%
Houston MTA	1.00%	\$ 53,749,640	\$ 64,273,718	-16.37%	\$ 387,914,098	\$ 388,458,789	-0.14%
Laredo CTD	0.25%	\$ 528,100	\$ 702,573	-24.83%	\$ 4,117,938	\$ 4,250,769	-3.12%
San Antonio ATD	0.25%	\$ 4,946,399	\$ 5,895,539	-16.09%	\$ 35,149,195	\$ 35,878,623	-2.03%
San Antonio MTA	0.50%	\$ 11,083,792	\$ 13,023,549	-14.89%	\$ 78,449,029	\$ 79,028,740	-0.73%
TOTALS		\$ 143,039,111	\$ 173,101,348	-17.37%	\$ 1,043,038,582	\$ 1,045,147,093	-0.20%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

June 16, 2020



Board of Directors Memo

June 25, 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 expenses.

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. Task Order 1 – MaaS Lakeway Zone will be presented at the June Board meeting for award consideration.

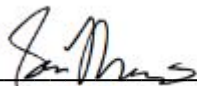
Identified Need

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

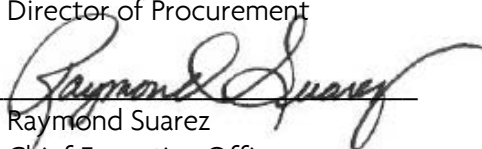
Recommendation

For information only. No action required.

Submitted By: _____


Sarah Martinez
Director of Procurement

Final Review: _____


Raymond Suarez
Chief Executive Officer



Board of Directors Memo

June 25, 2020

SUBJECT: Budget Information

There were no budget transfers completed in the month of May to report, other than the budget revision presented to and approved by the Board of Directors at the May Board meeting.

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:

A handwritten signature in blue ink that reads "Amanda Riddle".

Amanda Riddle
Senior Manager of Budget

Final Review:

A handwritten signature in blue ink that reads "Marisa Perry".

Marisa Perry, CPA
Chief Financial Officer/VP of Finance



Board of Directors Memo

June 25, 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 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.
- 6/5 – City of McKinney staff and DCTA staff met to prepare for the 6/17 MUTD Board meeting.
- 6/17 – MUTD Board of Directors held a meeting at which they considered and approved a proposed fourth amendment to the City of McKinney/DCTA ILA through December 31, 2020. In addition, they authorized city staff to issue an RFQ for transit services contingent upon the DCTA Board of Directors approval of the fourth Amended ILA and extension. This will be further discussed as a separate agenda item.
- Continuous communications with City of McKinney staff on ridership data and COVID-19 response/recovery.

Next Steps

- Hold follow-up meeting with City of McKinney leadership on 6/23 to allow time for city staff to review and hold discussions with the MUTD Board. Staff will be able to provide an update to the DCTA Board regarding the 6/23 McKinney follow-up meeting, as that information was not available at the time of drafting this memo.
- Discuss MUTD Board meeting deliberations at the June 25 DCTA Board meeting.
- Provide monthly updates to the DCTA Board of Directors.

City of Frisco Update

Completed Steps

- 5/20 – Initial discussion with City of Frisco leadership to walk through the Cost Allocation Model and impacts to rate for service.

- Continuous communications with City of Frisco staff on ridership data and COVID-19 response/recovery.

Next Steps

- Hold follow-up meetings with City of Frisco leadership on 6/29 to allow time for city staff to review and digest materials to determine a starting point for re-negotiating interlocal agreements with consideration to the cost allocation fee increases.
- Coordinate terms of new interlocal agreement.
- Provide monthly updates to the DCTA Board of Directors.

City of Coppell Update

Completed Steps

- 4/13 – Contacted City of Coppell staff to begin discussions on whether the City is interested in continuing service after the pilot officially ends on Sept. 30, 2020.
- 5/15 – Staff followed up to check on status of Coppell internal discussions and share recent operational transitions.
- 5/15 – Coppell City Council held a discussion on this item on June 9 and indicated an interest in continuing service following the end of the pilot program, and to negotiate a new ILA with DCTA.

Next Steps

- Provide update to the Board of Directors at the July Board meeting and seek direction on continuation of service and negotiating a new ILA.
- Schedule meeting with City of Coppell staff to further discuss terms of ILA and new budgetary impacts.
- Provide monthly updates to the DCTA Board of Directors and continue to communicate with Coppell on any developments.

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; DCTA sent request to meet with NCTC leadership re: Cost Allocation Model and Administrative Fee Policy
- 5/18 – Followed up with NCTC leadership to fully execute contract and schedule meeting for further discussion of Cost Allocation Model and Administrative Fee Policy
- 5/19 – NCTC contract amendment fully executed
- 5/21 – Followed up with NCTC leadership to schedule meeting for further discussion of Cost Allocation Model and Administrative Fee Policy
- 6/11 – Followed up with NCTC leadership to schedule meeting for further discussion of Cost Allocation Model and Administrative Fee Policy



Next Steps

- Schedule meeting to walk through Cost Allocation Model and Administrative Fee Policy; meeting request has now escalated to Raymond Suarez
- Coordinate terms of new agreement
- Provide monthly updates to the DCTA Board of Directors

Submitted By: 
Lindsey Baker, Director of Government Affairs

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

5-Year History of Efforts to Drive Ridership (2015)

TIMELINE	
Ongoing	Member City Partnership Discussions (Parking Share, Transit Oriented Development)
January	<p>January Service Changes Launch</p> <ul style="list-style-type: none"> - Additional mid-day A-train service - Improved A-train connections with DART Green Line - Improved frequency during weekday service on Denton Connect Route 2 (operate every 30 minutes instead of every 50 minutes) - Improved frequency Saturday service on Denton Connect Routes 2, 4, 6, and 8: <ul style="list-style-type: none"> - Route 2 (operate every 60 minutes instead of 93 minutes) - Route 4 (operate every 35 minutes instead of 93) - Route 6 (operate every 55 minutes instead of 94) - Route 8 (operate every 40 minutes instead of 94 minutes)
February	Valentine's Day Free Ride Campaign
May - August	Summer Youth Transit Pass Campaign
August	Highland Village Balloon Fest Free Shuttle Promotion

August	<p>August Service Changes Launch</p> <ul style="list-style-type: none"> - Denton and Lewisville Connect Bus <ul style="list-style-type: none"> - Routing on Hickory St., between Bell and Industrial, shifted north to Oak and/or McKinney St. which affected Denton Connect Routes 6, 7, 8 and 9 - Lewisville Connect Route 23 8:40 a.m. northbound trip at Old Town Station was delayed from 9:03 a.m. to 9:05 a.m. to allow those departing from the 9:05 a.m. southbound train to transfer to Route 23 - Lewisville Connect Route 21 4:05 p.m. southbound trip was changed to leave Walmart Main Street at 4:02 p.m. (three minutes earlier) so passengers using this trip could transfer to the 4:38 p.m. southbound train at Hebron Station - UNT and NCTC Campus Shuttles <ul style="list-style-type: none"> - NCTC Shuttle last southbound and northbound trips, to and from the Highland Village/Lewisville Lake Station, were changed to depart the campus 26 minutes later than originally scheduled to better match class schedules - UNT Shuttle routes that served Highland Avenue, prior to the Highland Avenue street closure, were changed to resume their pre-construction routing - UNT Campus Cruiser Shuttle was changed to no longer provide service to Discovery Park - UNT Discovery Park Shuttle was updated with extended operating hours until 10:30 p.m., Monday through Thursday, and Saturday service was provided - UNT Centre Place East Shuttle was changed to arrive and depart every 15 minutes during operating hours - UNT Centre Place West Shuttle was changed to arrive and depart every nine minutes in the morning and arrive and depart every 27 minutes in the afternoons and evenings
September - October	Comprehensive Operational Analysis (conducted in an effort to improve bus service provided within DCTA member cities of Lewisville, Highland Village and Denton)
September	Lewisville Western Days Free Shuttle Promotion
September - October	2015 State Fair of Texas Campaign (expanded A-train service every Saturday during the fair)
November	Veterans Day Free Ride Campaign
December	Denton Holiday Lighting Festival Free Ride Promo
December	Frisco On-Demand Service Launch

5-Year History of Efforts to Drive Ridership (2016)

TIMELINE	
Ongoing	Member City Partnership Discussions (Parking Share, Transit Oriented Development)
September 2015 - May 2017	Comprehensive Operational Analysis (conducted in an effort to improve bus service provided within DCTA member cities of Lewisville, Highland Village and Denton)
January	January Service Changes Launch (no updates were made to service schedules and routes; change included DCTA no longer including UNT Campus Shuttle schedules/maps in the Go Guide)
April	Highland Village Connect Shuttle & Community On-Demand Services Launch
April	#GoGreenGoDCTA Earth Day Campaign
May - August	Summer Youth Transit Pass Campaign
June	A-train Fifth Birthday Free Ride Campaign
August	<p>August Service Changes Launch</p> <ul style="list-style-type: none"> - Lewisville COA first phase implementation: <ul style="list-style-type: none"> - Connect Routes 21, 22 and 23 were consolidated into two new routes – 21 and 22 – to better serve the needs of Lewisville residents - These new routes were implemented to preserve service coverage to nearly all existing riders and introduce a new service extension to north Lewisville via Summit Avenue (transfer opportunity to the Highland Village Connect Shuttle at Summit Avenue and FM 407) - Routes 21 and 22 began operating every 30 minutes during the weekday peak and every 60 minutes during weekday off-peak service and on Saturdays
August	Highland Village Balloon Fest Free Shuttle Promotion
August	I-35E vs. A-train Content Campaign Launch
September	North Texas Xpress Commuter Bus Service Launch
September	Lewisville Western Days Free Shuttle Promotion
September - October	2016 State Fair of Texas Campaign (operated a Friday schedule on Saturdays and added an additional northbound midnight train on Fridays and Saturdays during the fair)
October	DCTA Highland Village Uber Discount Pilot Program Launch
November	Veterans Day Free Ride Campaign

December	Denton Holiday Lighting Festival Free Ride Promo
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5-Year History of Efforts to Drive Ridership (2017)

TIMELINE	
Ongoing	Member City Partnership Discussions (Parking Share, Complete Streets & Station Connectivity, Transit Oriented Development, A-train Extension Potential, Trail Expansion Development)
September 2015 - May 2017	Comprehensive Operational Analysis (conducted in an effort to improve bus service provided within DCTA member cities of Lewisville, Highland Village and Denton)
May	Bike Everywhere Challenge Campaign (partnership with NCTCOG and all three member cities - Denton, Lewisville and Highland Village)
May	DCTA Highland Village Uber Discount Program Expansion & Promotion
May	May Service Changes Launch (Denton COA - additional service improvements)
May - August	Summer Youth Pass Campaign
June	Collin County Transit Launch (MUTD)
August	August Service Changes Launch - A-train free fare zones launched - Minor schedule changes to Denton Connect Routes 7 and 8 - Highland Village Connect Shuttle flag stops instituted that allowed riders to signal a driver to board the shuttle without being at an official stop - New transit hub centers at UNT Fouts Field and Union Circle that contributed to UNT's vision of a more safe and walkable campus
August	A-train Free Fare Zones Promotion Launch
August	Highland Village Balloon Fest Free Shuttle Promotion
September	Lewisville Western Days Free Shuttle Promotion
September - October	2017 State Fair of Texas Campaign (ticket combo deal - fair goers received a 25% discount on a regional day pass with the purchase of a State Fair of Texas ticket via DCTA)
October	Collin County Transit Celina Service Launch (MUTD)
November	Veterans Day Free Ride Campaign
December	Denton Holiday Lighting Festival Free Ride Promo

5-Year History of Efforts to Drive Ridership (2018)

TIMELINE	
Ongoing	Member City Partnership Discussions (Parking Share, Transit Oriented Development, A-train Extension Potential, Trail Expansion Development & Connectivity)
January	<p>January Service Changes Launch</p> <p>All Denton and Lewisville Connect Bus routes had minor schedule changes, and listed below are more specifics:</p> <ul style="list-style-type: none"> - Denton Connect Route 4 was changed to a 30-minute peak frequency added from 6 a.m. to 9 a.m. and from 3:30 p.m. to 7 p.m. (60 minute off-peak frequency remained in effect) - Denton Connect Route 6 was extended to provide service between the Downtown Denton Transit Center (DDTC) and Discovery Park - Various Denton and Lewisville Connect Routes (minor changes to the schedule times allowed for a better connection to the A-train) - Stopped providing Go Guides and moved back to individual routes/schedules
January	DCTA Highland Village Lyft Discount Program Launch
February	University Services Awareness Campaign
February	Transit 101 Quarterly Educational Event Promotion
March	Antero Group Case for Transit Study Promotion
April	Thin Line Festival Free Ride Promotion
April	Denton Arts & Jazz Festival Free Ride Promotion
May	Transit 101 Quarterly Educational Event Promotion
May	Frisco Drive.ai Self-Driving Car Service Launch
May	Bike to Work Day Free Ride Campaign
May - August	Summer Youth Transit Pass Campaign
August 2018 - February 2019	Denton Enterprise Airport On-Demand Service
August	Local University A-train Free Ride Promotion Launch

August	<p>August Service Changes Launch</p> <p>Key Bus Enhancements</p> <ul style="list-style-type: none"> - Denton Connect Route 8 changed for better connectivity with the A-train and to serve the southern portion of UNT, as well as areas on Eagle - Minor schedule tweaks to Denton Connect Routes 1, 6 and 7 that improved efficiency and connectivity between other DCTA services - Expansion of UNT North Texan and Eagle Point Campus Shuttle routes - UNT North Texan Campus Shuttle was rerouted to provide more frequent service to Victory Hall and serve the new parking spaces at Apogee Stadium - UNT Eagle Point Shuttle began serving Maple, Kerr, Honors and Victory Halls which provided additional capacity for the campus circulators and a one-seat ride for students who reside at Victory Hall to the General Academic Building (GAB) and UNT Union <p>Highland Village Services</p> <p>Community On-Demand service discontinued and replaced with expanded Lyft discount program (up to \$10-sponsored discount)</p> <p>Highland Village Connect Shuttle went to a 30-minute frequency for more efficient operations</p> <p>New Fare Promotions</p> <ul style="list-style-type: none"> - University A-train promotion provided to UNT, TWU and NCTC students, faculty and staff with free A-train rides between the Trinity Mills Station in Carrollton and the Downtown Denton Transit Center (DDTC) - was valid from August 27, 2018 through January 14, 2019 - Local Fare promotion launched to offset regional fare increases and consisted of reduced ticket prices across all DCTA local fares
August	Local Fare Promotion Launch (Reduction of 50-75% to local fares)
August	Highland Village Balloon Fest Free Shuttle Promotion
September	Transit 101 Quarterly Educational Event Promotion
September	A-train Rail Trail Lake Dallas Ribbon-Cutting Ceremony
September	DCTA's UNT Lyft Program Launch
September	Lewisville Western Days Free Shuttle Promotion
September - October	2018 State Fair of Texas Campaign (ticket combo deal - free DCTA local pass with the purchase of a State Fair of Texas ticket through DCTA for \$13.50 (a \$21 value)
November	Election Day Free Ride Promotion
November	Veterans Day Free Ride Campaign
December	Denton Holiday Lighting Festival Free Ride Promo

5-Year History of Efforts to Drive Ridership (2019)

TIMELINE	
Ongoing	Member City Partnership Discussions (Parking Share, Transit Oriented Development, A-train Extension Potential, KCS Rail Corridor Development Potential, Trail Expansion Development & Connectivity)
August 2018 - February 2020	Denton Enterprise Airport On-Demand Service
January	New Fare Structure Launch (Formal Adoption of August 2018 Local Fare Promotion)
January	<p>January Service Changes Launch Fare Updates</p> <ul style="list-style-type: none"> - Permanent adoption of DCTA's Local Fare Promotion that was launched in August 2018 - Connect fare discontinued and all DCTA local fare updated with categorization of as Local Day, Local A.M. and Local P.M. fare <p>University Program Updates</p> <ul style="list-style-type: none"> - Extension of UNT Lyft program - Discontinuation of Local University A-train Free Ride promotion <p>Bus Service Updates</p> <ul style="list-style-type: none"> - Lewisville Lakeway On-Demand launch - Denton Connect Route 7 changed to no longer travel from Hickory, north on Locust to McKinney, and south on Railroad to the Downtown Denton Transit Center (DDTC) - Portion of Lewisville Connect Route 21 that served the Lakeway Business Park Area in Lewisville was replaced with the new Lewisville Lakeway On-Demand service - Mean Green Night Rider and Discovery Park UNT Campus Shuttles Saturday schedule updated to become Sunday schedule
January	Lewisville Lakeway On-Demand Service & Promotion
January	Denton Black Film Festival Free Ride Promotion
February	Transit 101 Quarterly Event Promotion
April	Get on Board Day Promotion (APTA)
April	Thin Line Festival Free Ride Promotion
April	Denton Arts & Jazz Free Ride Promotion
May	Bike to Work Day Free Ride Campaign

June	Collin County Transit Prosper Service Launch (MUTD)
June	National Trails Day Event (free A-train rides offered all day)
June	Transit 101 Quarterly Educational Event Promotion
August	<p>August Service Changes Launch</p> <ul style="list-style-type: none"> - Midday A-train service added and increased frequency all day (30-minute frequency except between 1 p.m. and 2 p.m) - Denton Connect Bus schedules updated to match the new A-train schedule and route changes to improve on-time performance - Lewisville Connect Bus schedules updated to match the new A-train schedule - Highland Village Connect Shuttle schedule updated to match the new A-train schedule - New UNT Campus Shuttle route numbering system (each sequence has a three-digit code to identify the proper group, route and schedule)
August	University Pass Program Update Campaign Launch (Simplified fare structure; better align with existing local and regional reduced fares)
August	Mid-day A-train Service Launch & Promotion
August	Highland Village Balloon Fest Free Shuttle Promotion
September	Lewisville Western Days Free Shuttle Promotion
September - October	2019 State Fair of Texas Promotional Campaign (ticket combo deal - receive one free DCTA and DART local pass with the purchase of a State Fair of Texas ticket through DCTA for \$16.50 (\$27 in total savings)
October	Lewisville Access to Flower Mound Lyft Program Launch
November	Veterans Day Free Ride Campaign
December	Denton Holiday Lighting Festival & Lewisville Old Town Holiday Stroll Free Ride Promotions (Code Word)

5-Year History of Efforts to Drive Ridership (2020)

TIMELINE	
Ongoing	Member City Partnership Discussions (Parking Share, Transit Oriented Development, A-train Extension Potential, KCS Rail Corridor Development Potential, Trail Expansion Development)
2017 - 2020	Hebron Station Connectivity Partnership with Huffines 121 Hebron Station Development
August 2018 - February 2020	Denton Enterprise Airport On-Demand Service
January	A-train Rail Trail Completion & Promotion
January	Denton Black Film Festival Free Ride Promotion
March	March Service Changes (one on March 16 - regular; other on March 23 due to COVID-19)
March	Highland Village Lyft Program Expansion & Promotional Campaign
May	May Service Changes (due to COVID-19) - This decreased service and didn't necessarily increase ridership
May	Bike Month Campaign



Board of Directors Memo

June 25, 2020

SUBJECT: Corinth Station Development Planning and Performance Study

Background

In June 2019, the DCTA Board of Directors approved an Interlocal Agreement with the City of Corinth for a Station Concept and Estimate Development through DCTA's Lockwood, Andrews and Newnam, Inc. (LAN) Contract. Under this ILA, DCTA agreed to contract with LAN to provide the Study for the benefit of DCTA and the City of Corinth, subject to the City reimbursing DCTA the costs.

Financial Impact

Costs for Phase 1 of the study have been fully reimbursed by the City of Corinth. Phase 2 invoicing is pending approval of the final report.

Study Summary:

LAN was asked to complete the following:

- o Evaluate multiple sites that would interface with the City's current and future development.
- o Recommended an optimum site that will contribute to the City's development plans and best supports DCTA's operations but minimizes costs.
- o Develop a rough-order-of-magnitude cost and implementation schedule.

The station planning has given us the opportunity to minimize any negative impacts of adding an additional station and mitigate the schedule impacts of PTC through improved civil speeds and the addition of some double track

Next Steps:

- Incorporate the City of Corinth comments on the Draft Final Report submitted to the City in March, 2020.
- Incorporate the DCTA Board of Director's comments.

Exhibits:

Exhibit 1: Corinth Station Concept Cost & Schedule March 2020

Exhibit 2: Corinth Station Concept Double Tracking Alternative March 2020

Exhibit 3: Corinth Station Concept Service Resiliency Analysis March 2020

Exhibit 4: Corinth Station A-train Schematic Concepts March 2020

Submitted By:



Kristina Holcomb, Deputy CEO

City of Corinth/DCTA Station Concept Cost & Schedule - *DRAFT*

March 2020



View of Corinth Village

CORINTH Master Planning
VILLAGE SQUARE AT CORINTH

CATALYST
URBAN DEVELOPMENT



Study Team

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City of Corinth/DCTA Station Concept Cost and Implementation Schedule

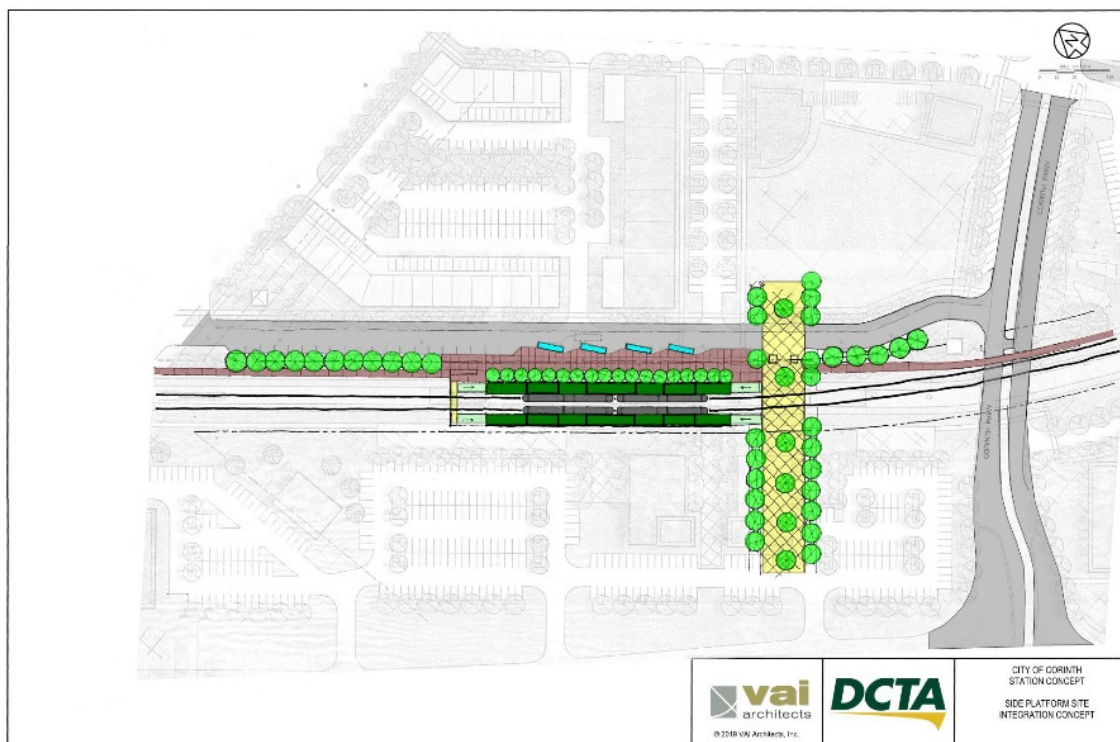
DCTA On-Call A&E Railroad Services

1.0 Background and Introduction

DCTA, in cooperation with the City of Corinth, is considering adding a station between Corinth Parkway and Walton Road. This action is in response to interest by the City to have DCTA commuter rail service and a major mixed-use development with good transit-oriented development potential proposed adjacent to the DCTA rail right of way. This report represents phase 2 of a station investigation. Phase 1 included an examination of various station area locations and platform types. After some screening, a recommended location and platform configuration was recommended with support from City and DCTA staff. The preferred station configuration is shown as **Figure 1-1**.

Phase 2 presented here includes 1) an analysis defining the associated track improvements required to facilitate A-Train operations with the new station (**see section 2**); 2) a new project estimate of cost (rough order of magnitude) including the new station and required track improvements (**see section 3**); and an implementation schedule to design and construct the new station and associated track improvements necessary for continued A-Train operations (**see section 4**). A summary with next steps is provided in **section 5.0**.

Figure 1-1 Recommended Station Configuration



This configuration was selected even though the platform is not on a complete tangent section or on a completely flat vertical curve, items essential to safe operations and satisfying Federal ADA requirements. That said, based on concept design, the platform is within acceptable tolerances for station design and the ADA. The location is as far as the platform can move towards Corinth Parkway to maintain acceptable tolerances. It also minimizes the amount of second track within the station area to be built compared to other options examined. See the Phase 1 report for a complete discussion of alternative station areas and station configurations evaluated.

2.0 Required New Track Improvements

Often the addition of a new station, particularly on single-track railroad-based systems, can cause operational problems depending on where passing sidings already exist because the new station will alter train travel times causing ‘train meet’ locations to change. This can cause instability in run time performance. Fortunately, through an existing run time simulation model, impacts on run time performance and schedule stability can be tested. Two rounds of simulations have now been accomplished. The first round done during phase 1 of the study is presented for reference, followed by the results of the second set of simulations which show more promise.

2.1 Phase 1 Simulations Summary

During phase 1 and initial set of run time simulations were conducted and documented. In summary, the first run time simulations reflected the presence of an additional station just north of Corinth Parkway and its associated approximate 3000 ft. of new double track alignment plus two additional sections of double track to optimize run time performance given a new station. The two additional sections included 1) 6850 ft of new double track from Main St. in Lake Dallas to Burl St in Denton and 2) 5197 ft of new double track from the existing DDTC siding to Shady Oaks Dr. in Denton. **Table 2-1** shows the travel time savings compared to today’s A-Train operational travel time at 30-minute headways.

Table 2-1 Phase 1 Optimization Travel Time Comparison 30 Min-Headway

Travel Time Scenario	Northbound Time	Southbound Time	Total Time
Published Schedule	42 min 21 sec	42 min 32 sec	1 hr 24 min 53 sec
Corinth Station w 2.85 miles of double track	42 min 04 sec	40 min 24 sec	1 hr 22 min 28 sec

Adding a station will add travel time to any existing system because of extra time to serve passengers at the station. The results of the travel time optimization saved 2 minutes and 8 seconds, but only in the southbound direction. Another test was done assuming the new station and the additional double track and a 25-minute headway. This test was done because a 25-minute headway provides a better time connection for customers given train schedules at the DART green line Trinity Mills station. Unfortunately, the 25-minute headway operating plan scenario was not feasible because cascading delays in the system occurred causing instability in the run times. Given the results in **Table 2-1**, the inability to achieve a 25-minute headway operating plan with the additional double track, and the amount of double track required, DCTA decided to conduct further optimization analysis during Phase 2 to see if the amount of double track can be reduced and travel times improved further.

2.2 Phase 2 Simulation Results

Additional simulation tests were performed as part of phase 2 with the intent of further improving A-Train run time with a Corinth station. An important part of the phase 2 work was to first incorporate results of a detailed engineering evaluation of A-Train alignment civil operating speeds performed by the LAN Team that was not yet complete in Phase 1. This examination included changes at 19 curve locations, 5 grade crossings and 5 turnout locations. The simulation results comparing today's schedule and the use of new alignment civil speeds is shown in **Table 2-2** at a 30-minute headway. No new station or new double track is assumed in this first comparison.

Table 2-2 Phase 2 Improved Civil Speed Travel Time Comparison 30 Min-Headway

Travel Time Scenario	Northbound Time	Southbound Time	Total Time
Published Schedule	42 min 21 sec	42 min 32 sec	1 hr 24 min 53 sec
Current Alignment with Improved Civil Speeds	39 min 18 sec	41 min 19 sec	1 hr 20 min 37 sec

As **Table 2-2** above shows, with improved civil speeds along the alignment, a total of 4 minutes and 16 seconds can be saved in round trip time with most of the time saved northbound. A second analysis was performed assuming a 25-minute headway, which this time was shown to be workable. **Table 2-3** summarizes the results for a 25-minute headway operation.

Table 2-3 Phase 2 Improved Civil Speed Travel Time Comparison 25 Min-Headway

Travel Time Scenario	Northbound Time	Southbound Time	Total Time
Published Schedule	42 min 21 sec	42 min 32 sec	1 hr 24 min 53 sec
Current Alignment with Improved Civil Speeds	36 min 25 sec	36 min 45 sec	1 hr 13 min 10 sec

A clear benefit of 11 minutes and 43 seconds round trip is achievable with a 25-minute headway with practically equal time savings of close to 6 minutes in each direction. This new travel time base (assuming either a 30-minute or 25-minute headway) was determined to be the best to compare travel time results given a new Corinth station and new optimization analysis to define the amount of double track needed to support efficient operations. The final results of the new attempt to optimize results are summarized in **Tables 2-4** for 30-minute headways and **Table 2-5** for 25-minute headways. In both cases only 2.18 miles of double track are required. This new double track distance takes full advantage of the double track needed at the station itself as train meets at the new station are now possible.

Table 2-4 Phase 2 Optimization Travel Time Comparison, Reduced Double Track, 30 Min-Headway

Travel Time Scenario	Northbound Time	Southbound Time	Total Time
Current Alignment with Improved Civil Speeds	36 min 25 sec	36 min 45 sec	1 hr 13 min 10 sec
Corinth Station w 2.18 miles of double track	36 min 58 sec	35 min 29 sec	1 hr 12 min 27 sec

Table 2-5 Phase 2 Optimization Travel Time Comparison, Reduced Double Track, 25 Min-Headway

Travel Time Scenario	Northbound Time	Southbound Time	Total Time
Current Alignment with Improved Civil Speeds	36 min 25 sec	36 min 45 sec	1 hr 13 min 10 sec
Corinth Station w 2.18 miles of double track	37 min 44 sec	36 min 59 sec	1 hr 14 min 43 sec

As the above results show, given a new Corinth station and a slightly reduced amount of double track compared to the Phase 1 simulation tests, there is still a slight savings in round trip time at 30-minute headways. Although a slight increase in travel time occurs in both directions at 25-minute headways, it can work if DCTA decides to decrease wait time for customers transferring to/from the DART Green Line Trinity Mills station.

As a final test of the operation with a new Corinth station and new double track of 2.18 miles, a schedule resiliency analysis was performed. This was done to simulate the impacts on schedule recovery in the event of random schedule delays up to 10 minutes and the ability to recover the schedule. The good news is that schedule recovery is slightly better with the new station than without it because of the additional double track, including that needed at the Corinth station.

3.0 Rough Order of Magnitude Project Cost

The level of design at this stage is minimal at best so cost estimating cannot be done at a detailed level. There is, however, plenty of recent local experience in the DFW area with commuter rail projects. Such experience was used, in large part to arrive at the estimate presented here. In today's dollars the project estimate, including the new station and extra trackwork with its associated civil costs, plus systems cost is estimated at \$44.81, excluding escalation to year of operation. It is broken down as follows in **Table 3-1**.

Table 3-1 Station & Associated Trackwork Rough Order of Magnitude Estimate

Cost Item	Unit Cost	Units	Total Cost (\$M)	Notes
'1. Track, bridges, walls, earthwork, drainage, water & wastewater utilities, grade crossings & general conditions	\$9.0M/mi	2.18 mi	\$19.62	Based on comparable TEX Rail segment from Tower 60 to DFW airport escalated to current \$
'2. New double side platform station	\$7.25M	1	\$7.25	Based on DCTA Old Town station without parking and with a second platform escalated
'3. Franchise utility relocation & temporary facilities during construction	\$1.50M	1	\$1.50	Lump sum assumption subject to field investigation

'4. New crossing signals and other communications equipment	\$1.5M	1	\$1.50	Lump sum assumption subject to further design
'5. Construction subtotal			\$29.87	Sum of items 1-4
'6. Professional services			\$7.47	25% of construction including design, PM, CM, legal, testing & start-up
'7. Subtotal			\$37.34	
'8. Unallocated contingency			\$7.47	20% of item 7 based on current design level
'9. Total cost in 2020 \$			\$44.81	Sum of items 1-8
'10. Year of expenditure \$			\$51.95	Based on 2025 start-up @ 3 % per year cost inflation

The largest construction cost components are the track and its related items (cost item 1) and the new station (cost item 2). For cost item 1 recent construction bids and design costs for both TEX Rail and DART's Cotton Belt (now Silver Line) were reviewed. That review revealed many components not always similar with the track and related civil infrastructure improvements identified for the Corinth Station project. Upon further review, a better segment was identified for comparison. That segment was a 19-mile portion of TEX Rail between Tower 60 and DFW Airport with its primarily at-grade features. The \$9.0M per mile cost is an escalated number based on 2017 bids.

The second highest cost item is that for the double-sided platform station. For this estimate, a similar DCTA station, Old Town, was reviewed and selected. A detailed estimate based on 100% design was reviewed and two key physical changes were made: 1) the second platform with canopies was added and 2) the parking was removed. A third major change included considerable price escalation as the original estimate was done in 2009. The net result is a station cost of \$7.25M.

The two remaining cost items are placeholders given the low level of design and are expressed as lump sum quantities. They include item 3: potential franchise utility costs for relocating gas, power and telecommunications, along with likely costs for temporary facilities needed by the contractor during construction; and item 4: new crossing signals and systems related communications equipment for the 2.18 miles of new double track. The lump sum estimates are similar for projects of this size but like all items are subject to more detailed design and field investigation associated with that design.

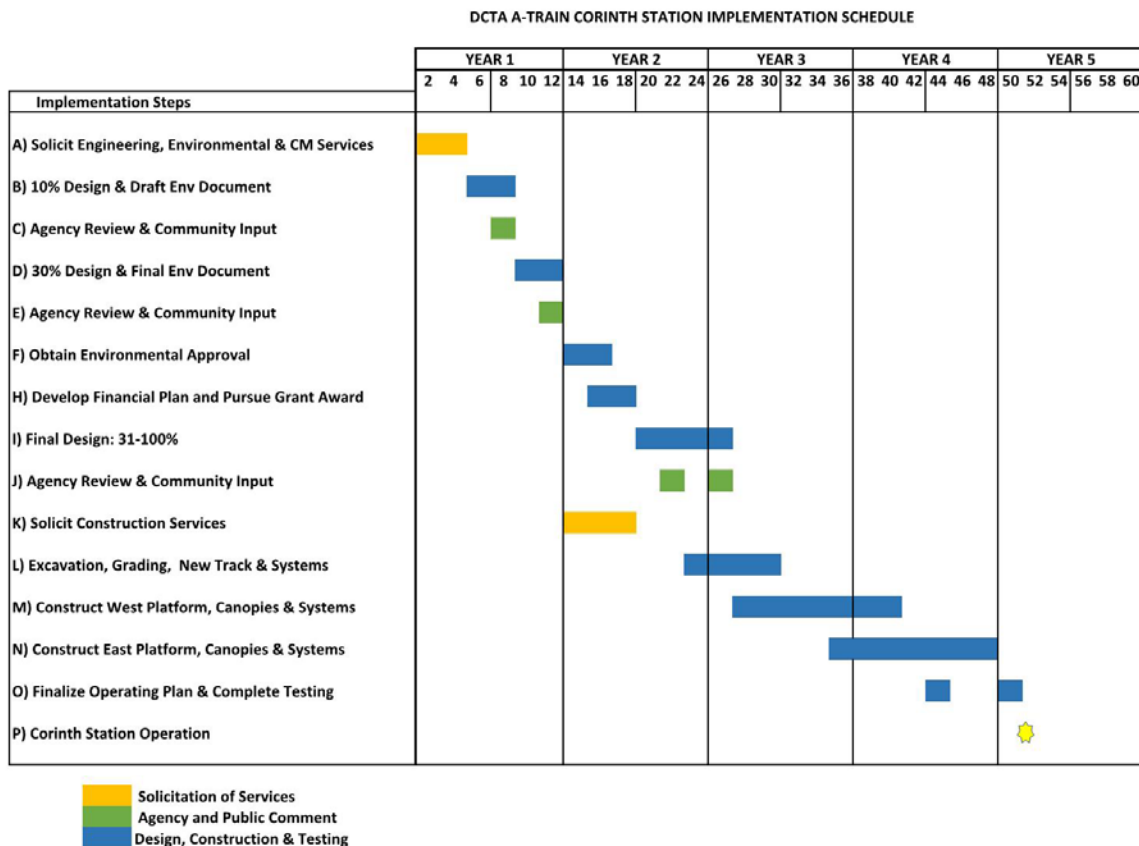
A construction level estimate is not the whole story. Professional services are also required and include further project definition, environmental review, engineering and final design, project management, construction administration, permitting, legal and outside agency reviews, surveys, testing, inspections and start-up costs. Typically, these professional services costs run at approximately 35% of the construction cost. Given the simplified nature of this project, 25% was used instead. Another important item considering the low level of design at this stage is the risk associated with the estimate itself. This risk is expressed as item 8: unallocated contingency. This contingency is an additional 20%. With Professional Services and unallocated contingency added, the project cost in 2020 dollars is \$44.81M.

One final add-on recognizes that costs will not occur all at once but will be spread over the life of design and construction which as described in the next chapter. The schedule is estimated to take just over 4 years. Taking the implementation time frame into account, in year of expenditure dollars (\$YOE), adding the additional escalation, the project estimate is **\$51.95M**.

4.0 Implementation Schedule

As defined adding a new Corinth station plus the required new trackwork and systems elements is a relatively straight forward project. Experienced designers and contractors are readily available, especially given the recent experience with commuter rail projects in the DFW area. Considerable time is still required, however, to accomplish the necessary design, construction, and start-up given a new station. The projected schedule is shown as **Figure 4-1**.

Figure 4-1 Project Schedule



The schedule elements requiring the most time are items A & K: procurement for designers and contractors; items B, D & I: design; and items L, M & N: construction of the station and needed trackwork. As shown the design and construction can be completed in four years, with start-up with a new station during the first quarter of year 5.



Projects like this often follow a regimented 'design-bid-build' sequence which often adds time. The schedule proposed includes two major time savings elements, one in procurement and another in construction. The procurement time savings are accomplished by hiring the contractor (step K) to coincide with the start of final design. This allows a team approach between the designer and the contractor to share ideas while the design is still underway. It also allows excavation, grading and new track construction outside the station area to start while design for the station area is being completed. Bringing the contractor in early can save at least 6 months compared to the more traditional 'design-bid-build' approach.

The construction time savings involves the staging of construction steps M & N, the east and west platform and canopies. By building the second track in the station area during east platform construction it becomes possible to shift A-Train operations onto the new track while the west platform and canopies are built. This staging saves approximately 8 months. The following illustrations show the sequencing plan proposed for the two platforms supporting the schedule in **Figure 4-1**.

Figure 4-2 Station Construction Sequence 1 – New Track & West Platform

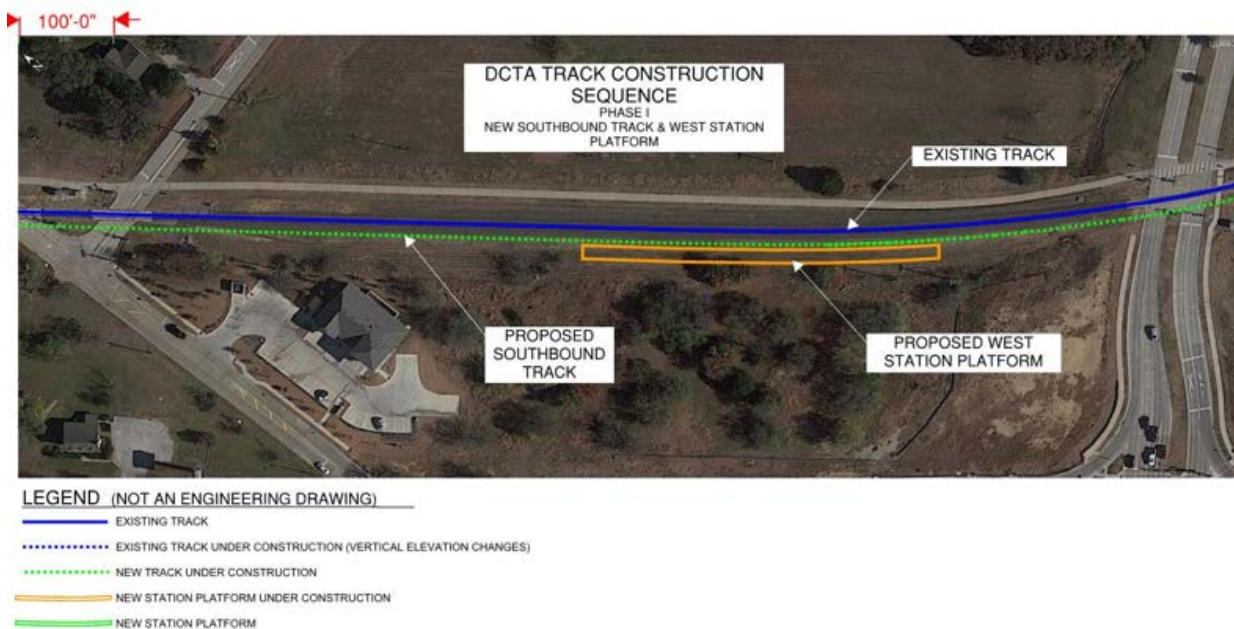




Figure 4-3 Station Construction Sequence 2 – Turnouts for Transition to New Track

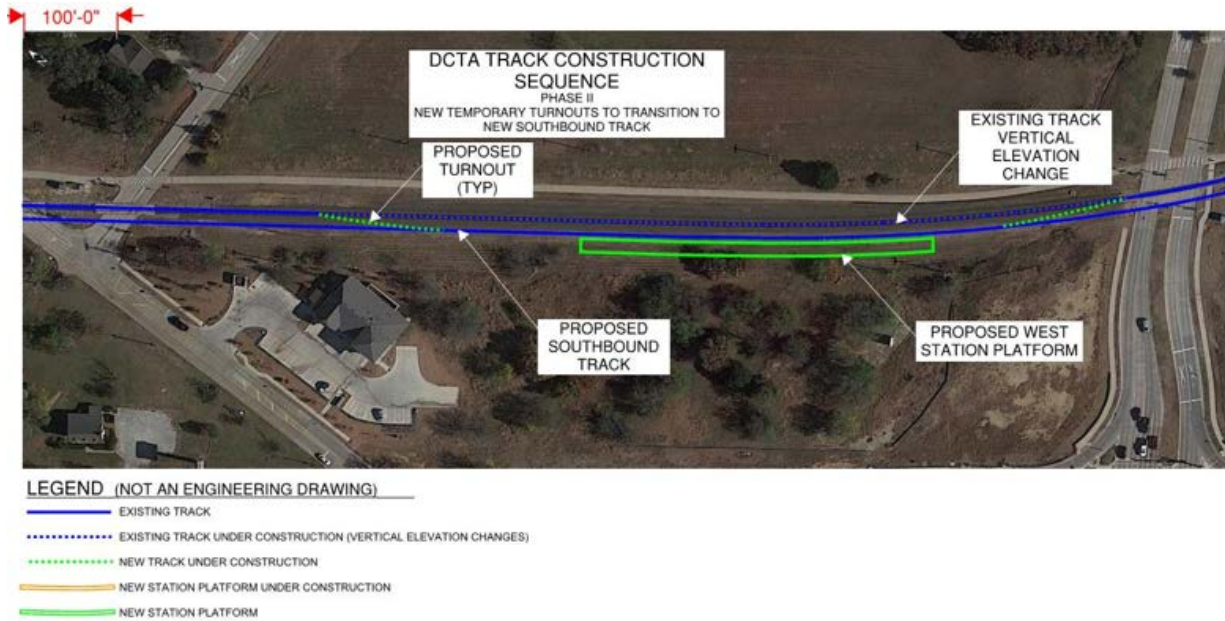


Figure 4-4 Station Construction Sequence 3 – Add New East Platform & Canopies

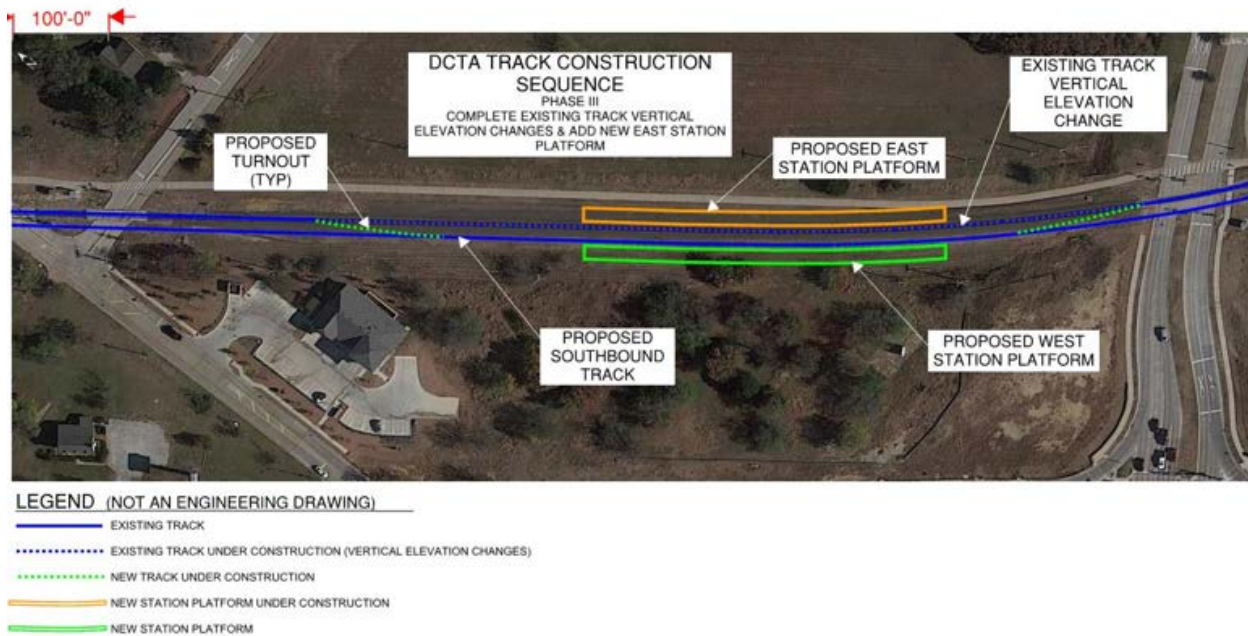
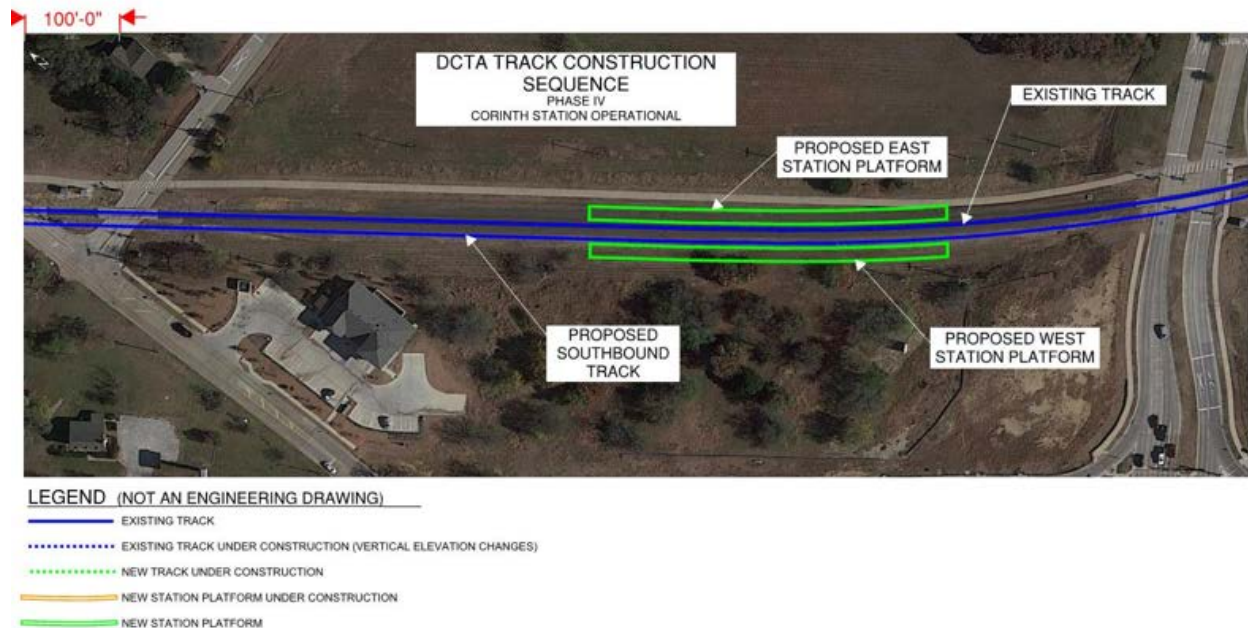


Figure 4-5 Station Construction Sequence 4– New Station in Place



Each platform with canopies is estimated to take 14 months to construct. With this staging plan, both are complete within 20 months, saving 8 months and allowing construction to be complete within 4 years. After completing all punch list items, certifying construction completion and completing all operational testing, the modified A-Train alignment with the new Corinth station is projected to be operational during the first quarter of year 5 in 2024.

5.0 Summary and Next Steps

As a result of this new analysis The DCTA A-Train operation remains feasible with a new Corinth Station at both 30-minute and 25-minute headways. Recognizing gains in travel time once new civil speeds at several alignment locations are implemented, at most a 6-minute time savings by direction becomes possible compared to today's schedule. With a new Corinth Station some modest additional time savings are again possible at 30-minute headways. Those modest time savings are not captured at a 25-minute headway yet because that headway is operationally feasible, it does allow DCTA flexibility in the future.

The optimization through multiple travel time simulations resulted in reducing the amount of double track needed compared to initial tests during phase 1 of this study. With the reduced amount of double track, the added station and needed systems elements, the rough order of magnitude cost which reflects only minimal design effort is \$44.81M in today's dollars. The project schedule reveals implementation by the first quarter of 2024. The actual project start is a direct function of agreements still to be reached after further discussions between the City of Corinth and DCTA allowing the station to be added.

DCTA A-train Corinth Station Improved Double Tracking Alternative

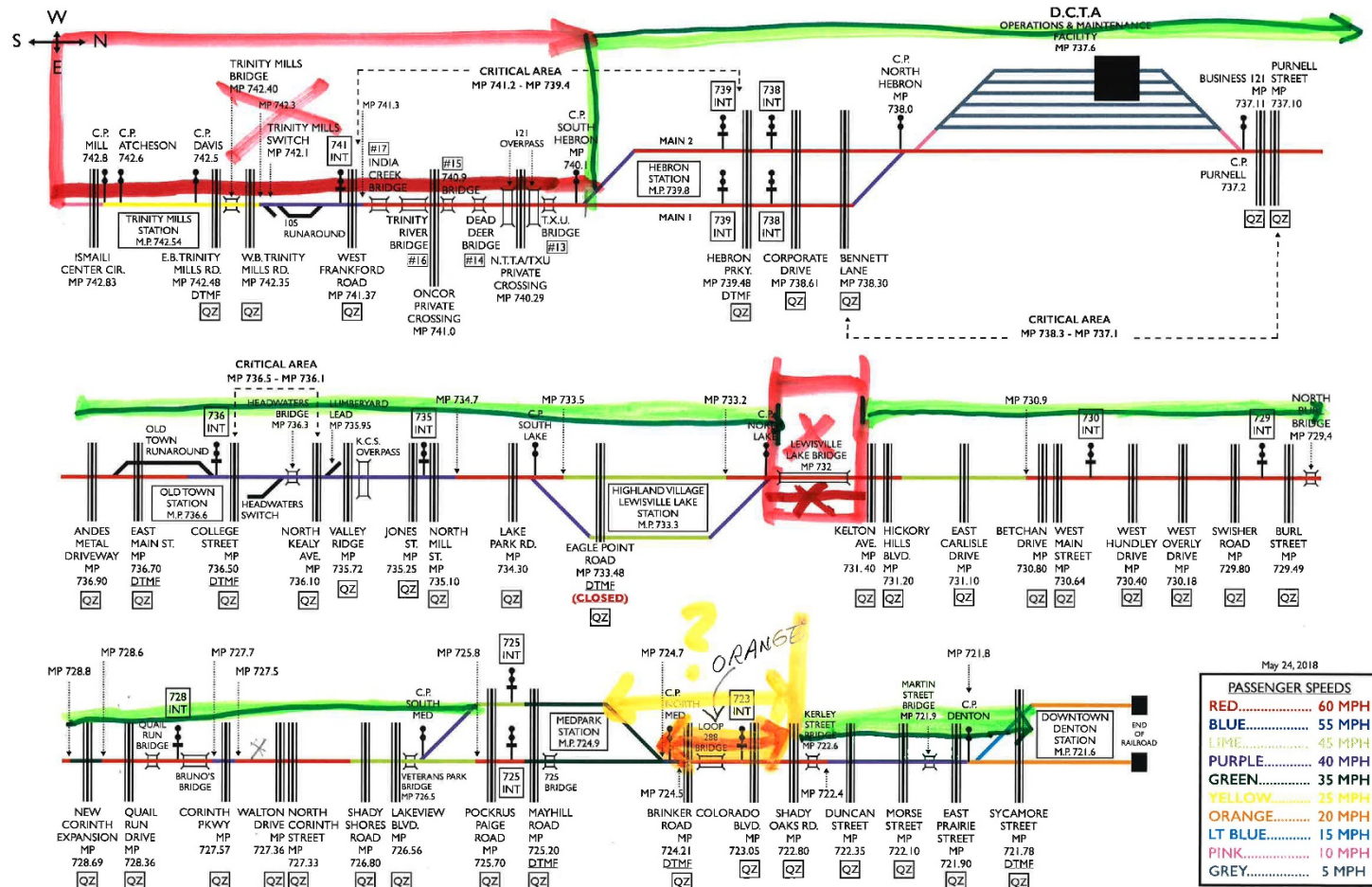


March 9, 2020

Task 10 – “Option B”

- Model an alternative proposal for up to 3 miles of new double-track within the limits of the “red-orange-green” map of viable double-track locations identified by DCTA staff
- Use Phase II Civil Speed improvements (not originally part of Option A)
- Optimize location of new track to minimize travel times with and without Corinth Station
- Model conceptual E-ATC signal control system on new tracks
- Adjust operating plan as necessary to minimize travel times with new double track

Map of Double-Track Viability by Color



Proposed “Option B”

1 section of new double track:

- Extend planned Corinth siding from 1647+62 (Burl Street) to 1764+32 (Corinth Street)
 - 7979’ of new track in addition to planned 3491’, for total of 11,471’
 - 2 new switches on mainline
- Also extending Hebron Siding ~4500 northward to CP Purnell offers further travel time benefit at relatively low cost, but **not necessary** to make this alternative work.

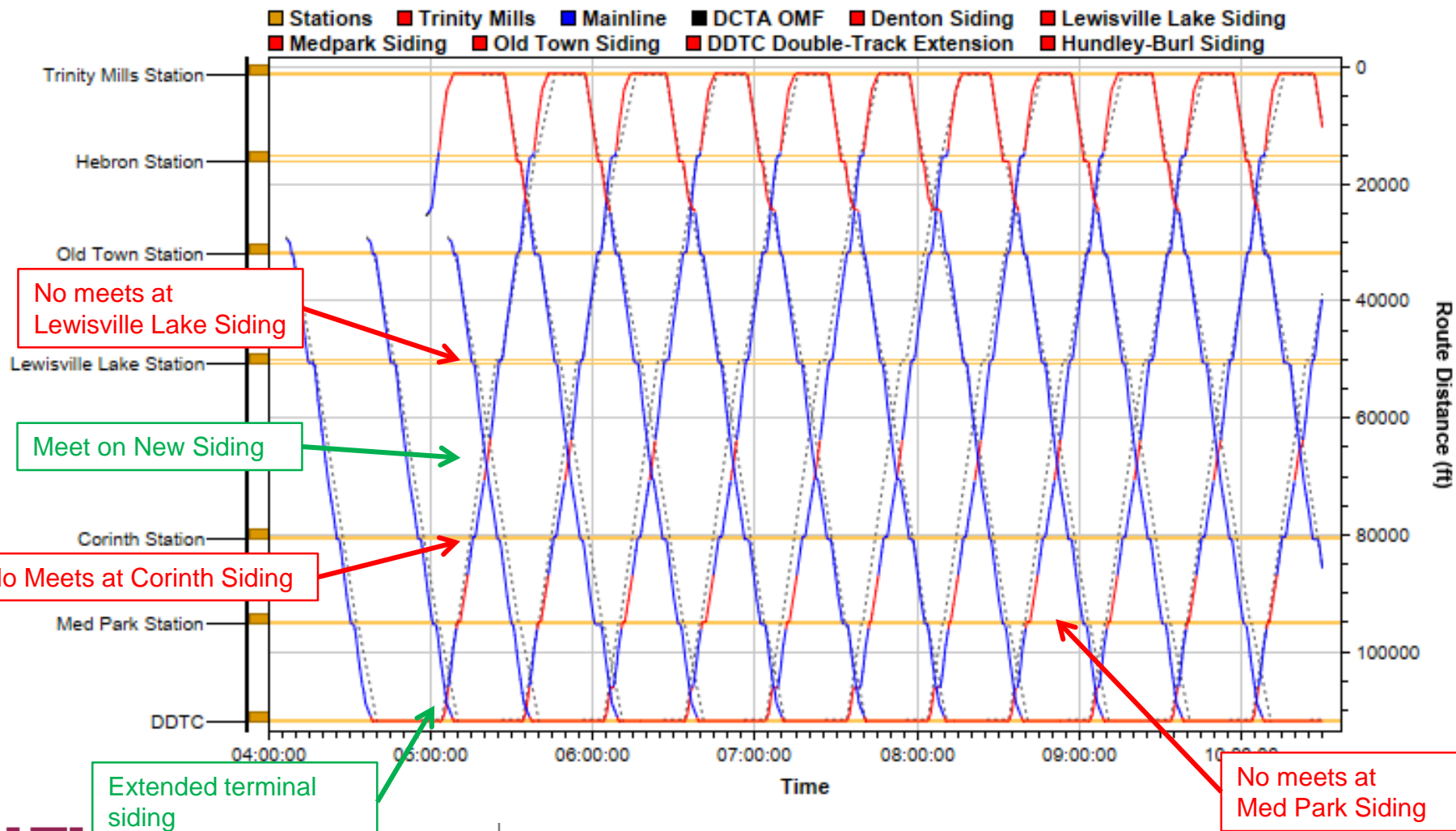
Option A (Refresher)

2 sections of new double track:

- New siding from 1582+27 (Main Street, Lake Dallas) to 1650+77 (Burl Street)
 - 6850' of new track
 - 2 new switches on mainline
 - Re-use existing cut section at 1581+77 for northbound home signal
- Extend DDTC siding south from 2061+98 to 2010+01 (Shady Oaks Drive, Denton)
 - 5197' of new track
 - 1 new switch on mainline
 - Could retain existing switch at DDTC as a crossover, remove existing DDTC switch, or for maximum flexibility, add a second crossover

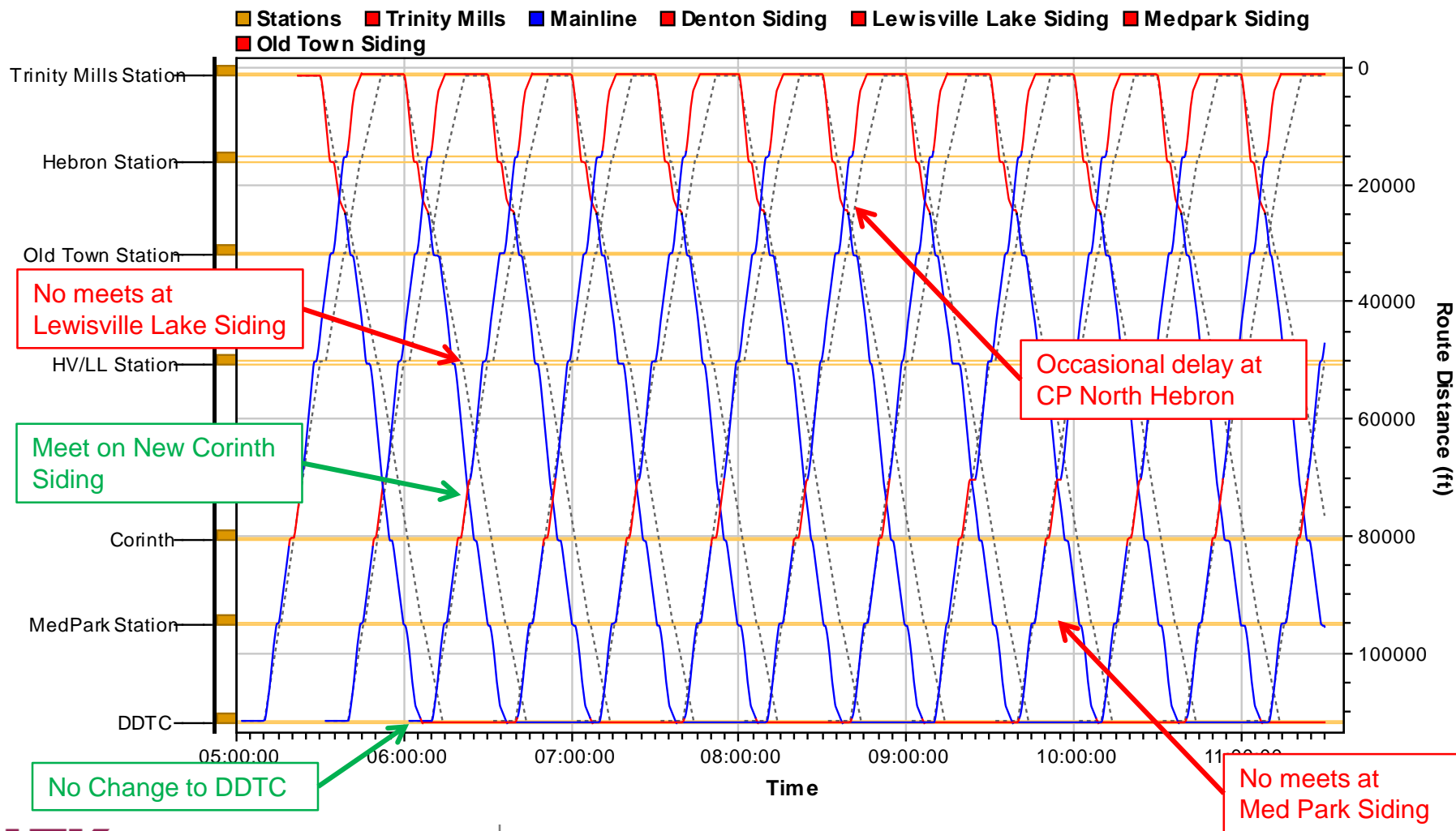
Simulation of 30m Operating Plan, Option A (Refresher)

Regular Item 2, Exhibit 2



Simulation of 30m Operating Plan, Option B

Regular Item 2, Exhibit 2



Travel Time Impact Summary

Regular Item 2, Exhibit 2

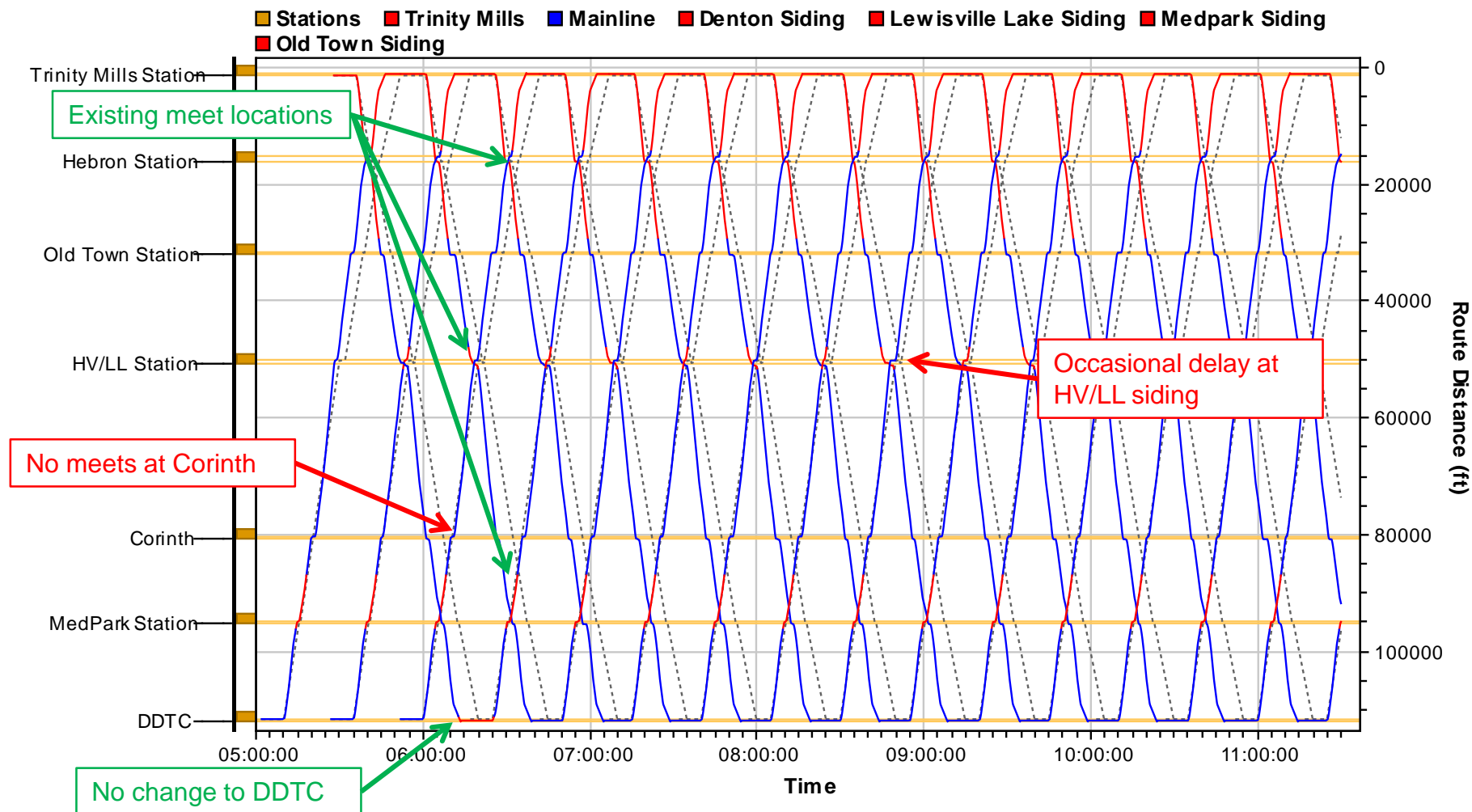
30m Operating Plan

Corinth Station + Phase II Civil Speed Increases + Double Track Options

	Northbound	Southbound
30m Operating Plan, Corinth Station Stop, No New Double Track	43:39	42:32
30m Operating Plan, Corinth Station Stop, Option A	35:56	38:59
30m Operating Plan, Corinth Station Stop, Option B	36:58	35:29

Simulation of 25m Operating Plan, Option B

Regular Item 2, Exhibit 2



Travel Time Impact Summary

Regular Item 2, Exhibit 2

25m Operating Plan

Corinth Station + Phase II Civil Speed Increases + Double Track Options

	Northbound	Southbound
30m Operating Plan, Corinth Station Stop, No New Double Track	43:39	42:32
25m Operating Plan, Corinth Station Stop, Option A	38:33	39:11
25m Operating Plan, Corinth Station Stop, Option B	37:44	36:59

Conclusions: Option A vs. Option B

Regular Item 2, Exhibit 2

- Extending the new Corinth Station siding (Option B) would reduce travel times at a 30m or 25m headway more efficiently per mile of double track and number of interlockings built, relative to Option A, if Phase II civil speeds are implemented.
- With Phase II civil speeds in place, there is no advantage to Option A.

DCTA A-train Corinth Station Service Resiliency Analysis

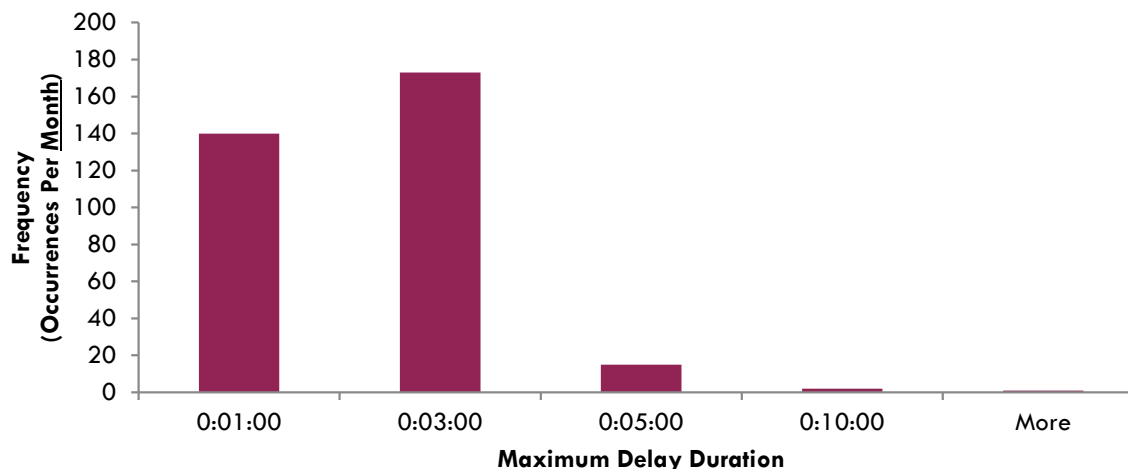


March 9, 2020

Task 10 – Resiliency/Reliability Comparison

- Compare Existing Baseline vs. Option A vs. Option B on-time performance over a 10-weekday period with randomized perturbations
- Randomized perturbations are based on data from July 2018
 - Existing model provides for delays of up to 3 minutes without adjustment
 - Longer delays created by manual intervention

July 2018 Control Center Data

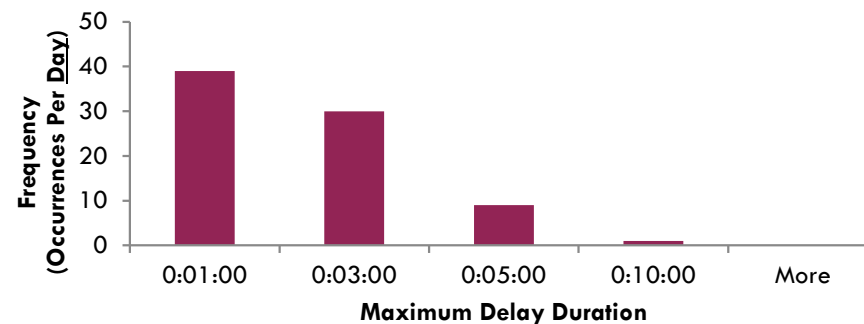


Perturbation Model

- Field data
 - 2 x 10-minute delays per 30 days
 - 15 x 5-minute delays per 30 days

- Model
 - 1 x 10-minute delays per 10 days
 - 5 x 5-minute delays per 10 days

Simulated Delays with Added Perturbation



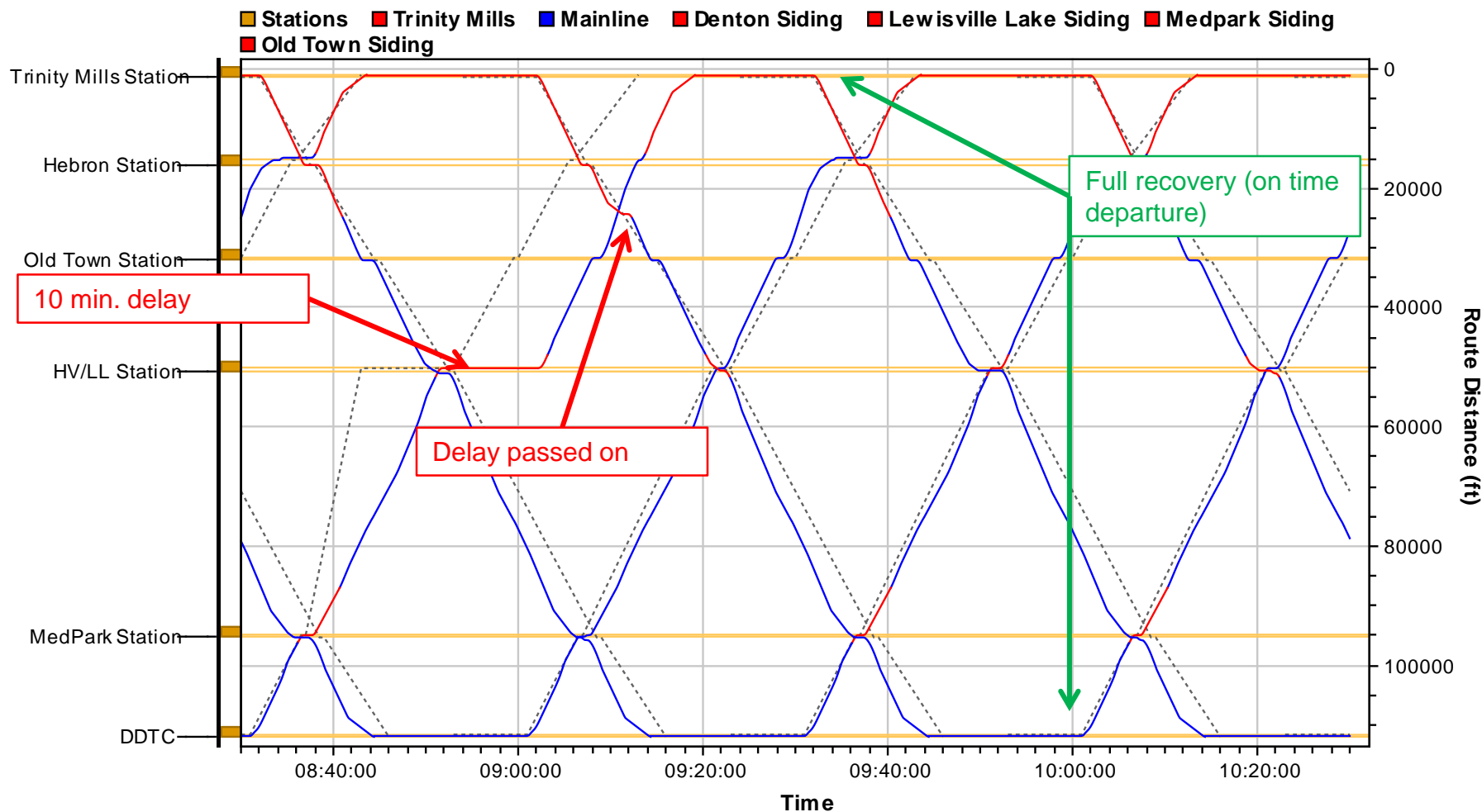
Scenarios for Comparison

- Existing
 - 30m headways, 24-hour operating plan
 - PTC active
 - Existing infrastructure (no Corinth, no speed upgrades)

- Option A/B
 - 30m peak headways, 24-hour operating plan
 - PTC active
 - Phase II civil speed upgrades
 - Option A/B siding extensions

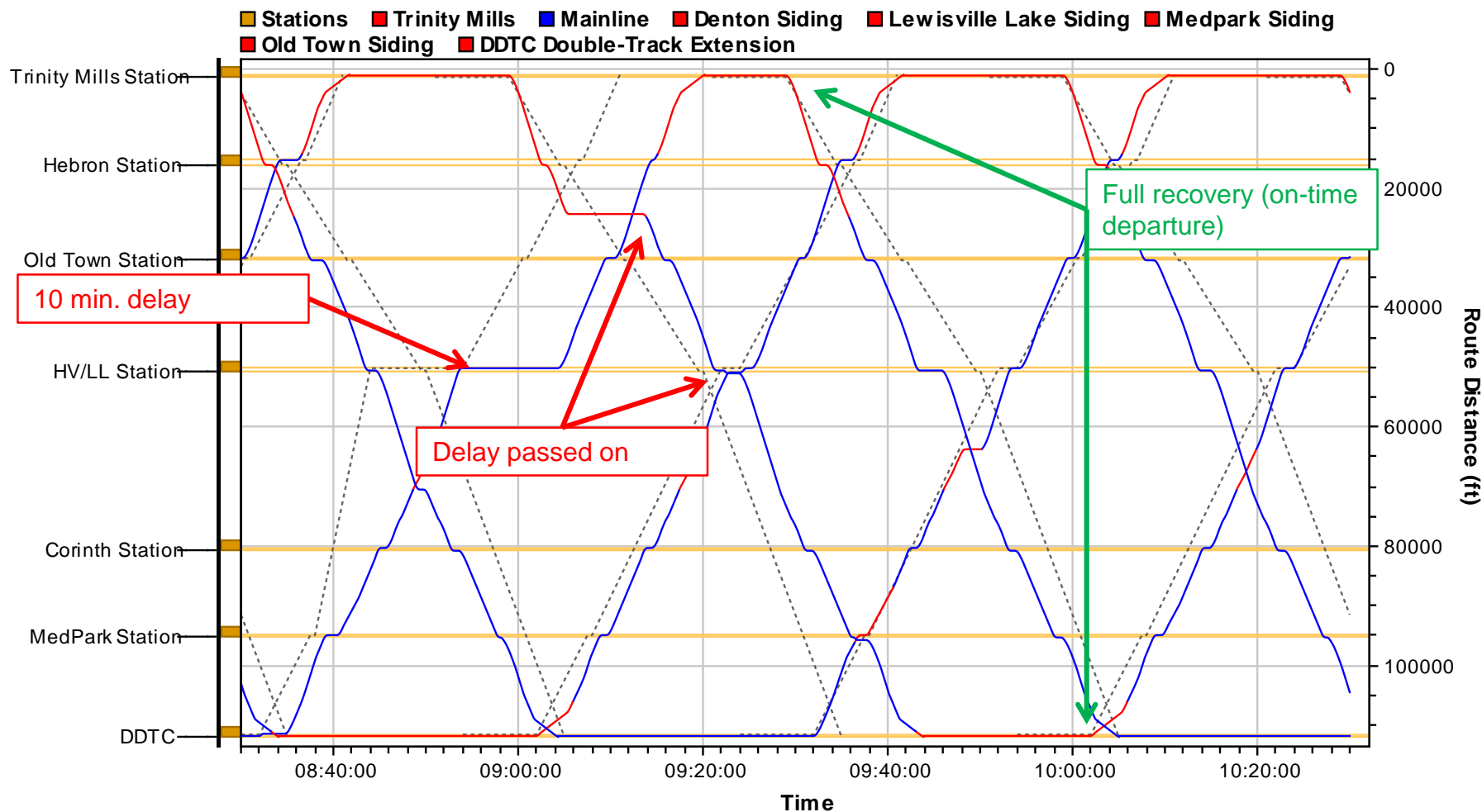
Simulation of Perturbed 30m Operating Plan, Existing (Baseline)

Regular Item 2, Exhibit 3



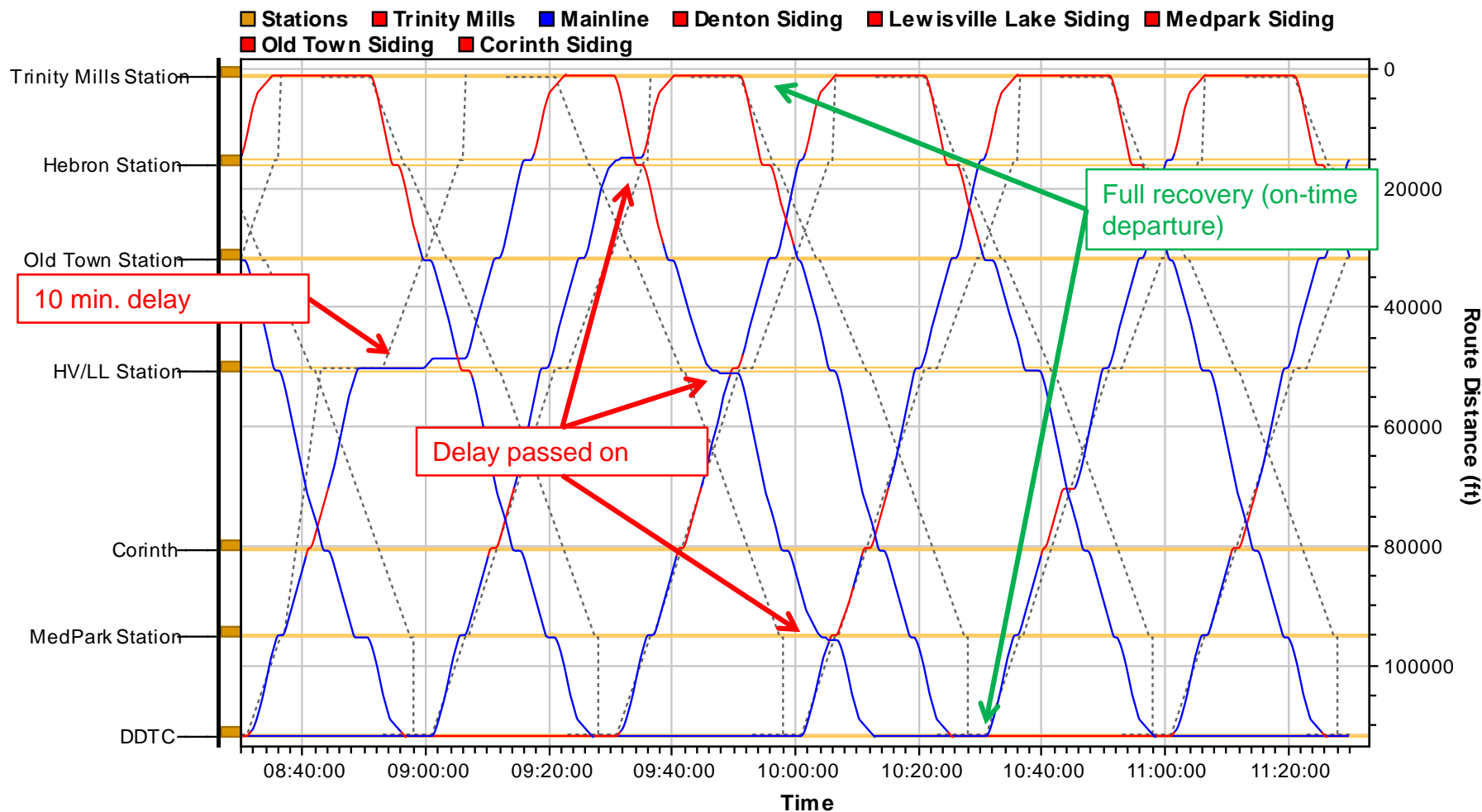
Simulation of Perturbed 30m Operating Plan, Option A

Regular Item 2, Exhibit 3



Simulation of Perturbed 30m Operating Plan, Option B

Regular Item 2, Exhibit 3



On-Time Performance Comparison

30m Operating Plan

Existing Baseline vs. Option A vs. Option B

Regular Item 2, Exhibit 3

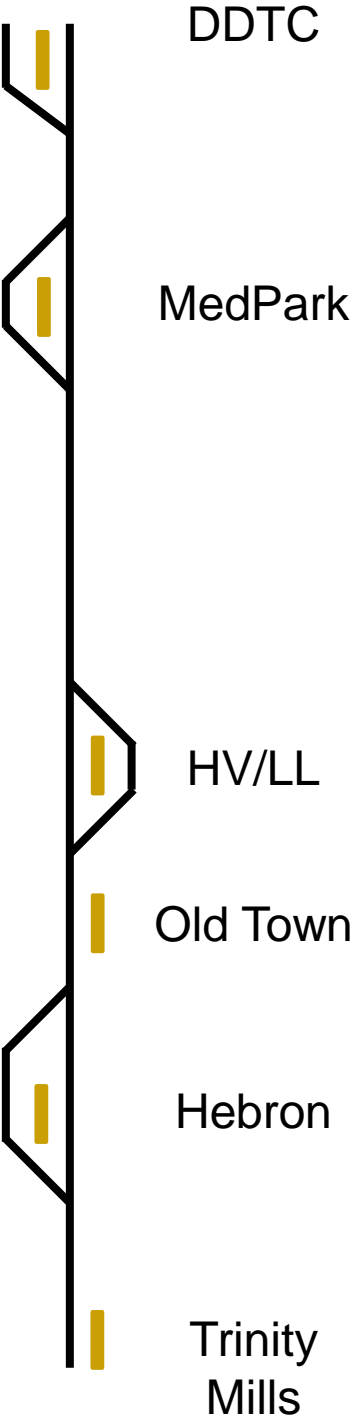
	3-minute On-Time Performance
Existing Baseline (Non-Perturbed)	98.69%
Existing Baseline	98.54%
Corinth Station Stop, Option A	99.72%
Corinth Station Stop, Option B	99.57%

- On-time arrival based on average non-perturbed travel time

Conclusions: Existing vs. Option A vs. Option B

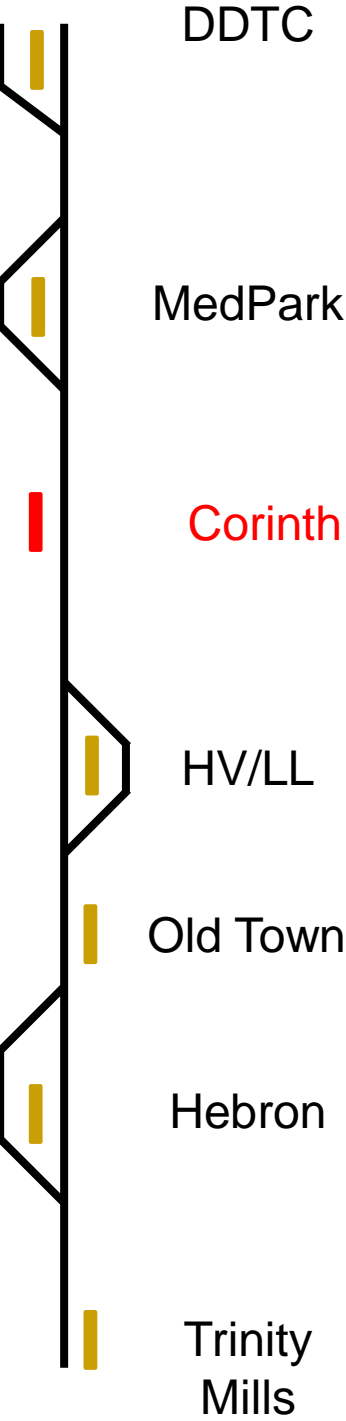
- With the most double-track, Option A is best at recovering from long delays.
- Both Corinth options offer better recovery from typical delays than the as-built current network.
- More double track is always beneficial for recovering from atypical delays, but to quantify the benefit in rare situations, a much larger sample must be considered.

Today
30 Minute Headways
Published Schedule



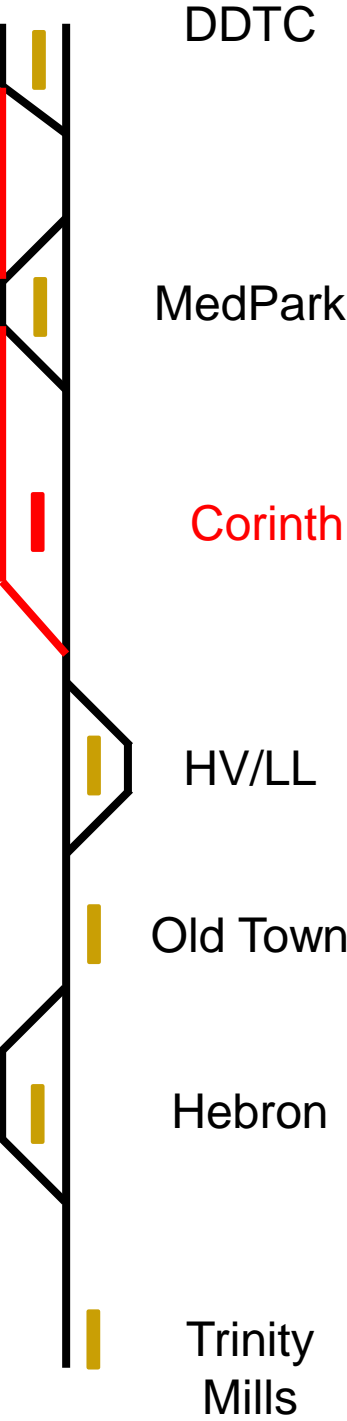
Travel Times
Northbound: 42:21
Southbound: 42:32

Corinth
No New Double-Track
30 Minute Headways
Published Schedule



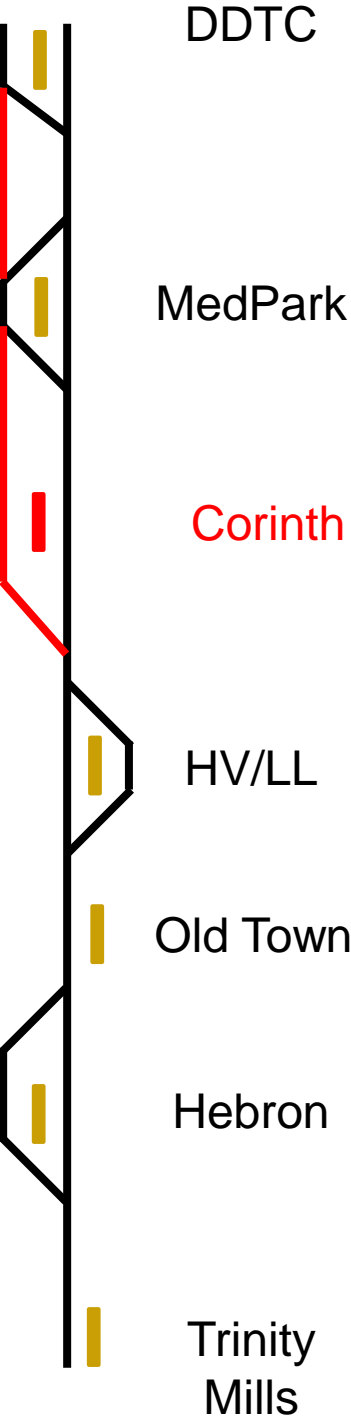
Travel Times
Northbound: 43:39
Southbound: 42:32

Corinth
Double-Track North of Lake (8mi)
30 Minute Headways
Published Schedule



Travel Times
Northbound: 43:02
Southbound: 42:31

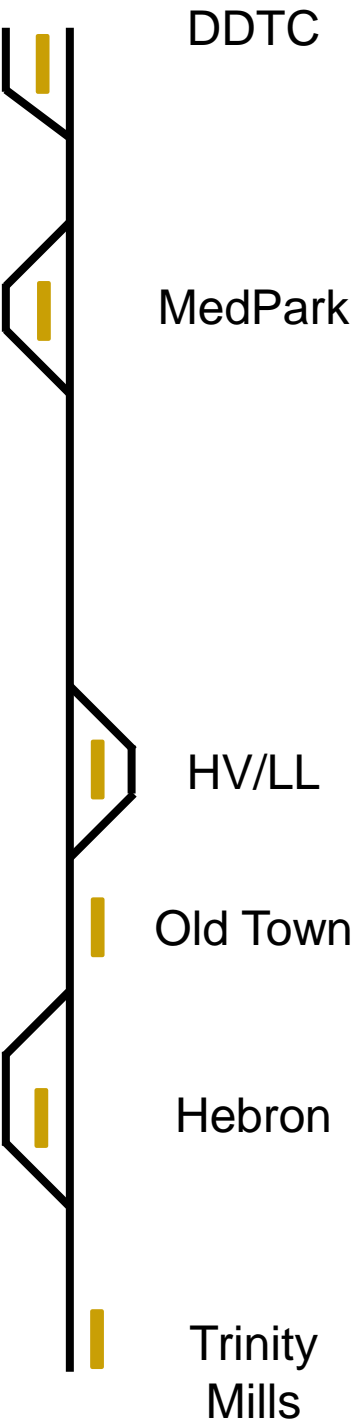
Corinth
Double-Track North of Lake (8mi)
30 Minute Headways
Revised Schedule



Travel Times
Northbound: 40:34
Southbound: 39:35

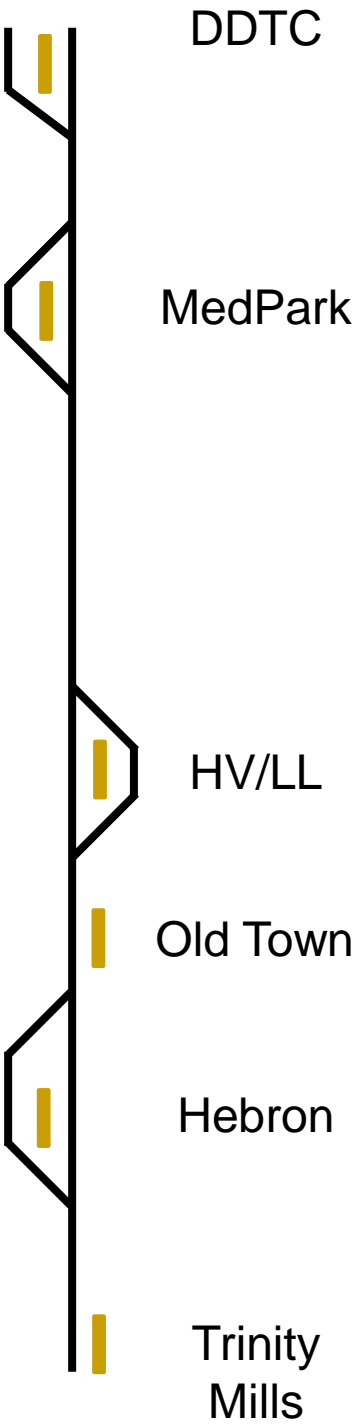
Note: All travel times are based on active PTC.

No Corinth
No New Double-Track
Phase I Civil Speed Increases
30 Minute Headways
Published Schedule



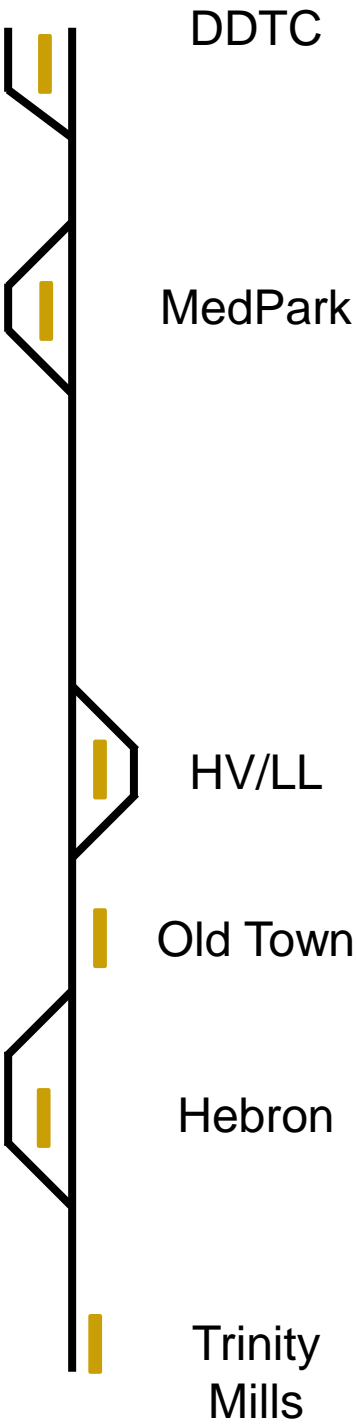
Travel Times
Northbound: 40:28
Southbound: 40:56

No Corinth
No New Double-Track
Phase I Civil Speed Increases
25 Minute Headways



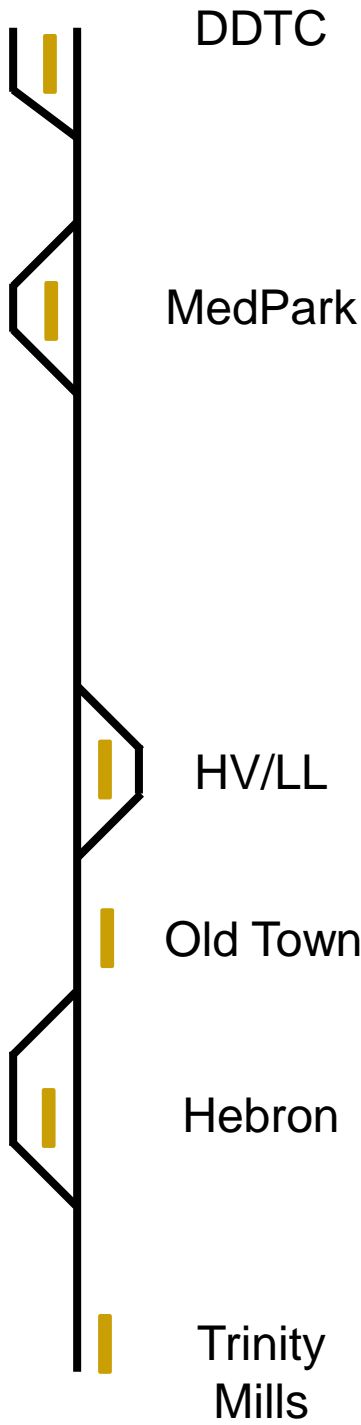
Travel Times
Northbound: 36:43
Southbound: 36:50

No Corinth
No New Double-Track
Phase II Civil Speed Increases
30 Minute Headways
Published Schedule



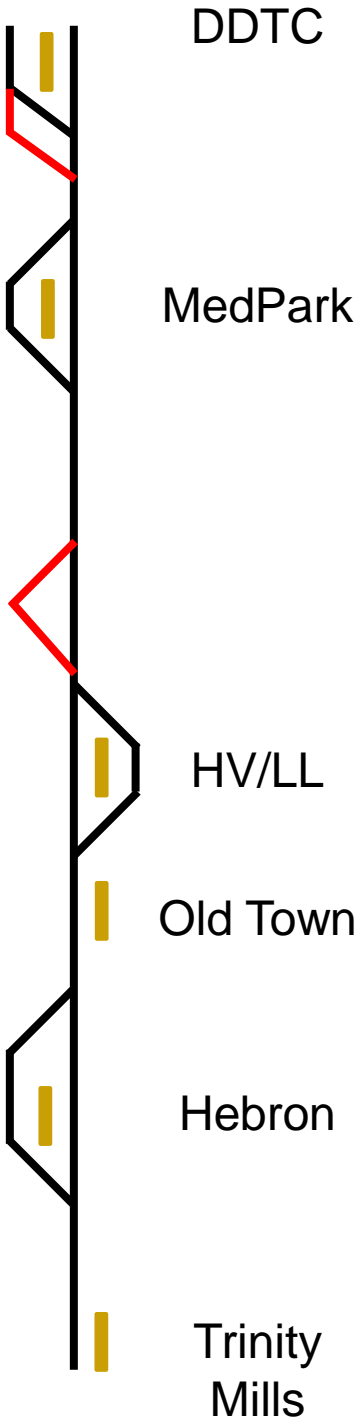
Travel Times
Northbound: 39:18
Southbound: 41:19

No Corinth
No New Double-Track
Phase II Civil Speed Increases
25 Minute Headways



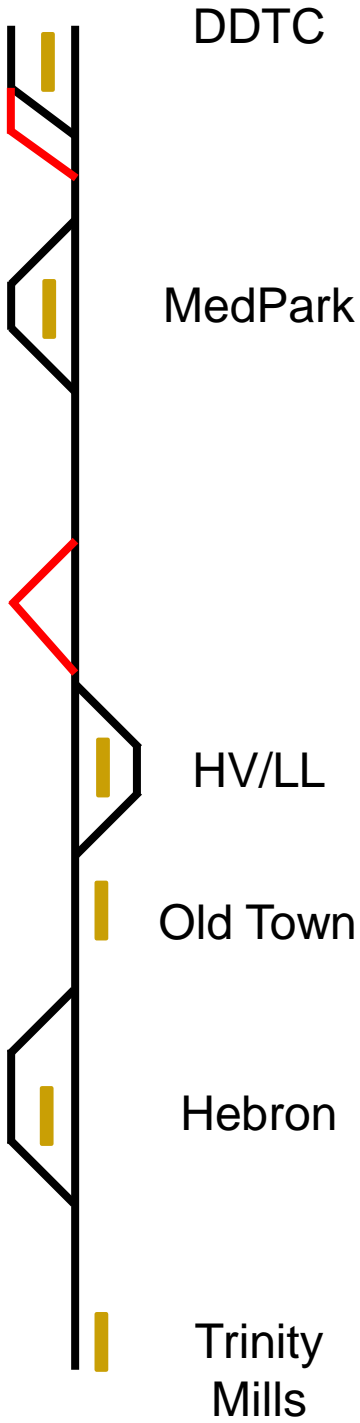
Travel Times
Northbound: 36:25
Southbound: 36:45

No Corinth
<3mi New Double-Track
30 Minute Headways



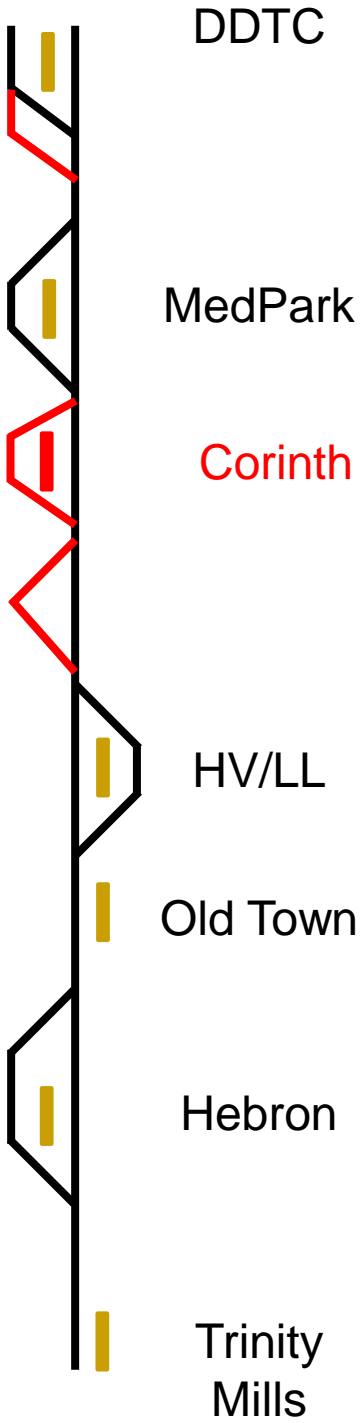
Travel Times
Northbound: 39:40
Southbound: 38:49

No Corinth
<3mi New Double-Track
25 Minute Headways



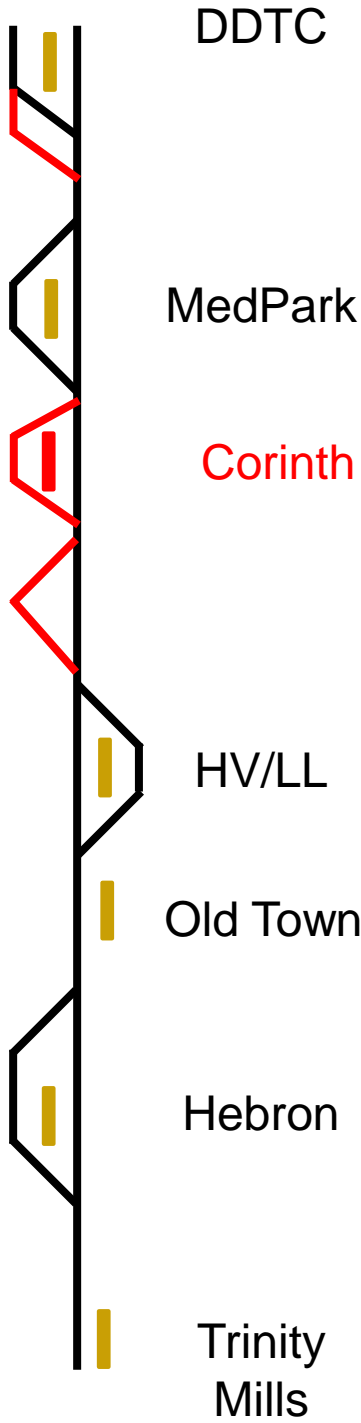
Travel Times
Northbound: 40:45
Southbound: 39:44

Corinth
<3mi New Double-Track
30 Minute Headways



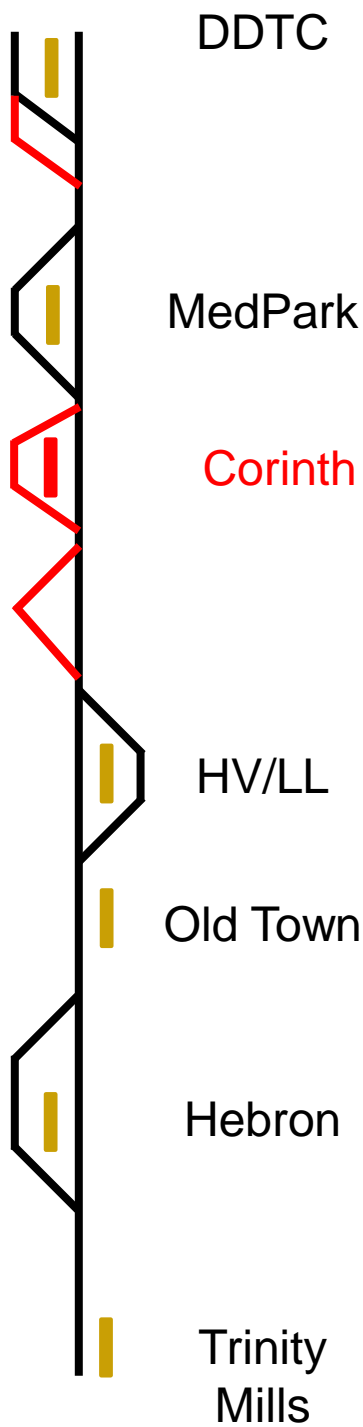
Travel Times
Northbound: 42:04
Southbound: 40:24

Corinth
<3mi New Double-Track
25 Minute Headways



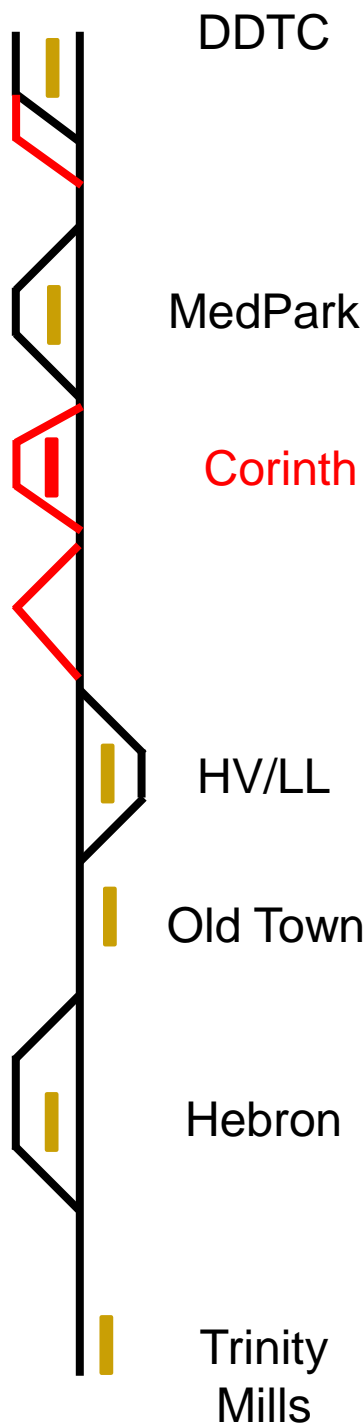
Travel Times
Northbound: (Infeasible)
Southbound: (Infeasible)

Corinth
Option A <3mi New Double-Track
Phase II Civil Speed Increases
30 Minute Headways



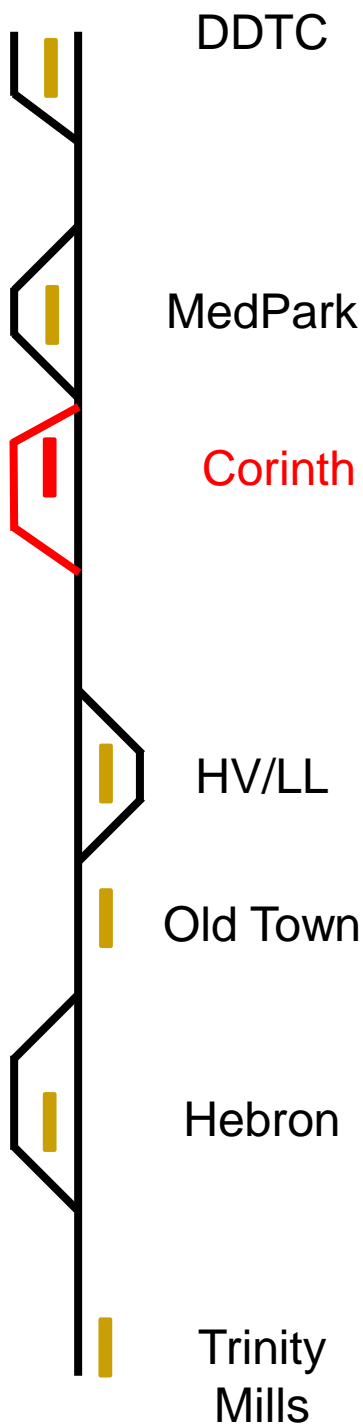
Travel Times
Northbound: 35:56
Southbound: 38:59

Corinth
Option A <3mi New Double-Track
Phase II Civil Speed Increases
25 Minute Headways



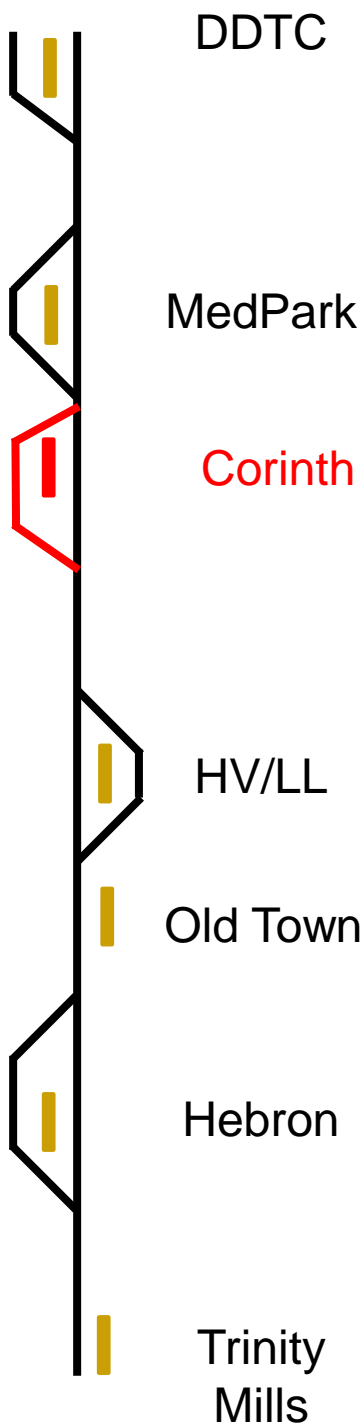
Travel Times
Northbound: 38:33
Southbound: 39:11

Corinth
Option B <3mi New Double-Track
Phase II Civil Speed Increases
30 Minute Headways



Travel Times
Northbound: 36:58
Southbound: 35:29

Corinth
Option B <3mi New Double-Track
Phase II Civil Speed Increases
25 Minute Headways



Travel Times
Northbound: 37:44
Southbound: 36:59



Board of Directors Memo

June 25, 2020

SUBJECT: Consider Approval of Resolution R20-09 Approving FY20 Budget Revision 2020-05 for Task Order 1 & Transformation Initiative Consultant

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

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.

DCTA's Financial Management Policies require approval of a Board resolution to authorize a budget amendment that increases the total adopted fiscal year budget.

Financial Impact

The total budget impact of Budget Revision 2020-05 is an increase to the operating budget of \$667,000.

Recommendation

The Transformation Initiative board-appointed evaluation committee recommends the Board of Directors approve Resolution R20-09 approving Budget Revision 2020-05 for the FY 2020 operating budget.


Exhibits

Exhibit 1: Resolution R20-09 approving FY 2020 Budget Revision 2020-05 (with Exhibits 1 and 2)

Exhibit 2: 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. R20-09**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING FISCAL YEAR 2020 BUDGET AMENDMENT NUMBER 2020-05 REVISED OPERATING BUDGET AMENDMENT, ATTACHED HERETO AS EXHIBITS “1” AND “2”, 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 Budget as set forth in Exhibits “1” and “2”, 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 “1” and “2”, 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 25TH DAY OF JUNE, 2020.

APPROVED:

Dianne Costa, Chair

ATTEST:

Sam Burke, Secretary
(06-16-2020:TM 116259)

Exhibit “1”
Operating Budget Revisions
(to be attached)

DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA)

BUDGET TRANSFER / REVISION REQUEST

TRANSACTION TYPE: Transfer ☐
Revision ☒

Number: 2020-05

Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
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ADDITIONS TO OPERATING BUDGET

110-50309	Board - Professional Services	26,120	667,000	693,120
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TRANSFERS IN / OUT

Net Revision Impact \$ 667,000

EXPLANATION: 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.

A request for proposals, 20-11, was issued on February 10, 2020, to engage a consultant with expertise in operational and long-range transit planning, strategic planning, information technology, process improvement, and organizational management best practices. This review will consist of four distinct, but integrated areas of emphasis: 1) service analysis, 2) governance analysis, 3) financial analysis, and 4) technology analysis. The report shall culminate with affirmative recommendations necessary to implement DCTA's vision. The consultant team will be selected by, overseen by, and will report directly to the DCTA Board of Directors.

DATE: 6.16.2020

REQUESTED BY:



DATE:

REVIEWED BY:



DATE:

CEO:



Exhibit “2”
Change in Net Position
(to be attached)

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

Description	DCTA FY 2020 Working Budget	DCTA June Revision (PROPOSED)	Total DCTA FY 2020 Revised Budget
OPERATING REVENUE			
Passenger Revenues (Bus Farebox)	\$ 370,591		\$ 370,591
Passenger Revenues (Rail Farebox)	421,578		421,578
Contract Service Revenue	4,416,160		4,416,160
Total Operating Revenue	5,208,329	-	5,208,329
OPERATING EXPENSES			
Salary, Wages & Benefits	4,659,734		4,659,734
Outsourced Services & Charges	3,805,477	667,000	4,472,477
Materials and Supplies	2,554,461		2,554,461
Utilities	490,988		490,988
Insurance, Casualties and Losses	1,752,329		1,752,329
Purchased Transportation Services	10,271,634		10,271,634
Employee Development	296,935		296,935
Leases and Rentals	229,633	-	229,633
Total Operating Expenses	24,061,191	667,000	24,728,191
Operating Income / (Loss)	(18,852,862)	(667,000)	(19,519,862)
NON-OPERATING REVENUE / EXPENSE			
Investment Income	325,000		325,000
Misc. Revenues	52,000		52,000
Sales Tax Revenue	21,464,452		21,464,452
Federal Grants & Reimbursements	13,426,759		13,426,759
State Grants & Reimbursements	438,548		438,548
Long Term Debt Interest/(Expense)	(909,480)		(909,480)
Total Non-Operating Revenue / Expense	34,797,279	-	34,797,279
Income (Loss) Before Transfers	15,944,417	(667,000)	15,277,417
Transfers Out	(8,000,347)		(8,000,347)
Transfers In	-	-	-
Total Transfers	(8,000,347)	-	(8,000,347)
CHANGE IN NET POSITION	\$ 7,944,070	\$ (667,000)	\$ 7,277,070
Net Position - Beginning of Year:	327,800,795	329,947,900	327,800,795
Net Position - End of Year:	335,744,865	329,280,900	335,077,865
<i>Transfer to Capital Projects</i>	<i>(5,796,965)</i>		<i>(5,796,965)</i>
Net Position After Capital Project Transfer	329,947,900	329,280,900	329,280,900

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 in February; 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)

Approved by NTMC Board in May; Completed

		Adopted Budget	Revision	Revised Budget
700.50315	Bus Maintenance Salary & Benefits	1,150,815	(60,065)	1,090,750
	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		\$	-	

DCTA 2020-04 (Presented to DCTA Board May 27, 2020)

Approved by DCTA Board in May; Completed

	Working Budget	Revision	Revised Budget
<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 Out	8,802,424	(802,077)	8,000,347
<i>Net Revision Impact</i>	<i>\$</i>	<i>1,459,029</i>	

NTMC 2020-N002 (Presented to NTMC Board May 28, 2020)

Approved by NTMC Board in May; Completed

	Working Budget	Revision	Revised Budget
Denton Fixed Route Service Reductions:			
Salary & Benefits \$	1,708,103	\$ (474,951)	\$ 1,233,152
Lewisville Fixed Route Service Reductions:			
Salary & Benefits	837,587	(222,319)	615,268
Highland Village Fixed Route Service Reductions:			
Salary & Benefits	172,176	(86,307)	85,869
Employee Development - Travel	21,600	(18,500)	3,100
Transfer Salary & Benefit Savings for addition of GM Contract:			
Salary & Benefits	1,608,614	(85,800)	1,522,814
Professional Services	-	85,800	85,800
Transfers In	8,802,424	(802,077)	8,000,347
<i>Net Revision Impact</i>	<i>\$</i>	<i>-</i>	

Board of Directors Memo

June 25, 2020

SUBJECT: Consider Approval of Agency Transformation Initiative Consultant and Task Order #1

Background

A request for proposals, 20-11, was issued on February 10, 2020, to engage a consultant with expertise in operational and long-range transit planning, strategic planning, information technology, process improvement, and organizational management best practices. This review will consist of four distinct, but integrated areas of emphasis: 1) service analysis, 2) governance analysis, 3) financial analysis, and 4) technology analysis. The report shall culminate with affirmative recommendations necessary to implement DCTA's vision. The consultant team will be selected by, overseen by, and will report directly to the DCTA Board of Directors. Notices were sent to ten-thousand nine hundred and seventy-seven firms (10,977), thirty-one (31) firms viewed the documents.

On April 17, 2020, DCTA received five (5) proposals in response to the RFP.

1. Transpro Consulting, LLC
2. Stantec
3. Teneo Strategy
4. Proudfoot
5. Accenture LLP

The evaluation committee comprised four individuals, appointed by the Board of Directors, conducted a review and evaluation of the proposals and is recommending award to Accenture LLP.

The initial term of the agreement will be three years with the option to extend for one-two year term.

Identified Need

The Transformation Initiative is board requested 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

Expenditures for this Task Order #1 are \$667,000, to be paid from the operating budget.

Recommendation

The Evaluation Committee is recommending award of the agreement to Accenture LLP and is requesting the Board approve the recommendation and authorize the CEO to execute the agreement and Task Order #1 with Accenture LLP.

Exhibits

- Exhibit 1: RFP 20-11 solicitation
Exhibit 2: Accenture LLP Proposal
Exhibit 3: Best and Final Offer-Accenture LLP



Athena Forrester

Submitted By: _____
Athena Forrester, AVP of Regulatory Compliance

Nicole Recker

Final Review: _____
Nicole Recker, VP of Mobility Services and Administration

Raymond Suarez

Approval: _____
Raymond Suarez, CEO

Solicitation 20-11

Agency Transformation Initiative

Bid Designation: Public



Denton County Transportation Authority

Bid 20-11

Agency Transformation Initiative

Bid Number 20-11
Bid Title Agency Transformation Initiative
Expected Expenditure **\$0.00** (This price is expected - not guaranteed)

Bid Start Date Feb 10, 2020 9:06:10 AM CST
Bid End Date Apr 3, 2020 10:00:00 AM CDT
Question & Answer End Date Mar 13, 2020 5:00:00 PM CDT

Bid Contact Athena Forrester, CPPO, CPPB
AVP of Regulatory Compliance
aforrester@dcta.net

Pre-Bid Conference Feb 20, 2020 2:00:00 PM CST
Attendance is optional
Location: DCTA
1955 Lakeway
Suite 260
Lewisville, Tx 75057
You can join the meeting in person or online:
Join Microsoft Teams Meeting
+1 254-266-7685 United States, Hamilton (Toll)
Conference ID: 911 172 06#

Description

The Denton County Transportation Authority (DCTA) is committed to improving mobility, air quality, economic development and livability in the communities where it operates. 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 with a \$250 million infusion by Denton County and a commitment from the cities of Denton, Highland Village and Lewisville of a ½ cent sales tax, DCTA serves Denton, Collin and Tarrant County with a total of 22 fixed bus routes, the 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.

2019 represented a year of positive change at DCTA which included meaningful modifications to: Board governance, staff leadership, culture, organization, and service delivery – actions necessary for DCTA to respond to evolving markets and the performance expectations of our stakeholders. Now, the newly formed DCTA Board of Directors desires to hire a qualified consulting team (the "consultant") to perform an independent review of DCTA. The consultant's report will help the Board develop a cohesive vision for DCTA's future, improve operations, address perceived concerns, and respond to evolving markets, technology, and consumer preferences.

SCOPE OF SERVICES

This RFP seeks to engage a consultant with expertise in operational and long-range transit planning, strategic planning, information technology, process improvement, and organizational management best practices. This review will consist of four distinct, but integrated areas of emphasis: 1) service analysis, 2) governance analysis, 3) financial analysis, and 4) technology analysis. The report shall culminate with affirmative recommendations necessary to implement DCTA's vision. The consultant team will be selected by, overseen by, and will report directly to the DCTA Board of Directors.



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	RFP 20-11		
TITLE	Agency Transformation Initiative		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	February 20, 2020 2:00 pm CST	PRE BID/PROPOSAL MEETING LOCATION	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
QUESTIONS DUE	March 13, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	March 25, 2020 by 5:00 pm CST
DUE DATE/TIME	April 3, 2020, no later than 10:00 am CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Athena Forrester, CPPO procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Athena Forrester SOLICITATION #20-11 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

The Denton County Transportation Authority (DCTA) is committed to improving mobility, air quality, economic development and livability in the communities where it operates. 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 with a \$250 million infusion by Denton County and a commitment from the cities of Denton, Highland Village and Lewisville of a ½ cent sales tax, DCTA serves Denton, Collin and Tarrant County with a total of 22 fixed bus routes, the 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.

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1. Service Analysis and Recommendations:

The service analysis shall include a review of all currently provided public transportation services, including the items below. Additionally, the selected consultant will critique existing DCTA operations against industry best practices, peer agencies, and missed market opportunities.

After evaluating the system, the consultant will comprehensively review DCTA, and provide an individual grade (A through F) for the individual factors below for the train system, bus services, and mobility operations provided in each member city and offer recommendations for improvement.

- a) Density – does the system connect areas of adequate density?
- b) Activity – does the system connect areas with activity -- employment centers, entertainment centers, or other destinations where people want to go?
- c) Connectivity – does the A-train connect well to DART, bus lines, and other mobility services?
- d) Walkability – does the infrastructure within a quarter mile of train stations and bus stations provide easy and walkable access for riders?
- e) Convenience – is the system convenient for riders?
- f) Frequency – does the system provide adequate ride frequency to promote ridership?
- g) Travel Time – can the system get riders where they want to go in an efficient time frame?
- h) Reliability – does the system run on-time and make reliable connections with transfers, where riders can rely on the system to get where they need to go?

- i) Legibility – is the website easy to use to plan trips? Can the average person know how to navigate a bus route or train route just by reading instructions at bus/train stops and by using instructions/maps found inside the train/bus?
- j) Inclusivity – do all members of the public have equitable access to the system?
- k) Conditions – does DCTA provide adequate shelters, benches and gathering places for the current stops in place or for those contemplated in the future?
- l) Perception – does DCTA provide an overall positive riding experience for its customers?
- m) Service Coverage – is the system providing adequate transit services inclusive of high-density areas, socio-economic diversity and Title VI requirements?

After providing a baseline grade for DCTA's current service, the consultant will then propose recommendations to improve the system and operation of the system. The selected consultant shall understand the services provided by DCTA's previously authorized contracts and make recommendations on which mobility solutions could be improved in DCTA's member cities. The recommendation shall provide:

- a) Analysis of the most cost-effective modes to provide desired levels of service and coverage
- b) Opportunities to increase ridership, including short, medium and long-term projects and each project's ridership potential. These recommendations should analyze both expansion of traditional service and the innovative solutions proposed by the previously authorized 30 firms.
- c) Opportunities to improve service and ridership in DCTA's member cities.
- d) A monitoring program of performance metrics that can provide continual feedback to the Board of Directors on service performance.
- e) Review of all modes of service, analyzing the cost to provide each mode, and the associated funding sources generated as a result of that service.
- f) Review of all contract service, and associated costs and revenues generated as a result.
- g) Analysis of the subsidy per rider of each route, in comparison to other similar size transit agencies.
- h) Identification of services or programs that should be considered for either modification or elimination due to unwarranted service levels/ ridership
- i) A return on investment index comparing the amount of money each member city contributes yearly and the number of riders served within that City (excluding passengers riding on A-Train traveling through the city without stopping or transferring within city limits).

2. Governance Analysis and Recommendations:

The governance analysis shall include, but is not limited to, a review and documentation of agency strengths, weaknesses, opportunities, and threats through interviews and facilitated group discussions with Board members, member city officials, community leaders, agency staff, and regional partners. The review and analysis shall include:

- a) A top-down organizational review of staffing structure, which should include a job description review and compensation study, comparing similar transit agencies, as well as Denton County and DCTA member cities. Benchmarking of all compensation factors should be part of the study, including retirement, health insurance and all provided benefits.
- b) Recommendations on organizational structure, best practices, and right size of the agency.

3. Financial Analysis and Recommendations:

Consultant shall review, provide analysis and make recommendations for the following:

- a) The agency's reserve policies.
- b) The agency's budget structure and monthly financial reports, including addressing the best way to budget for asset depreciation and replacement costs.
- c) The agency's existing Cost Allocation Model produced by the Texas A&M Transportation Institute.

4. Technology Analysis and Recommendations:

The selected consultant shall review the agency's information technology needs and processes and make recommendations to meet the future needs of DCTA.

5. Contract Term:

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

6. Pre-Proposal Conference:

A pre-proposal conference will be held on Thursday, February 20, 2020, at 2:00 pm CT, at the DCTA Administrative Office, 1955 Lakeway, Suite 260, Lewisville TX 75057. A conference line will be available for the meeting, join us at the meeting at the following link. Attendance is highly encouraged.

[Join Microsoft Teams Meeting](#)

[+1 254-266-7685](#) United States, Hamilton (Toll)

Conference ID: 911 172 06#

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 and five (5) 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:

DELIVERABLES:

Proposals are to include the following:

- **Cover Letter.** An introductory letter shall be submitted including date, legal name of the respondent, address, telephone, website, and the name, title, email address and signature of the person authorized to submit the proposal on behalf of the firm.
- **Tab One: History of Firm.** The history of the firm should include how many years in business. A listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years.
- **Tab Two: Firm's Qualifications.** List the qualifications of each member of the proposed project team. Provide the length of time each member has been an employee of the firm.
- **Tab Three: Experience.** Provide a list of the firm's experience with like services to other similar clients, including those located within Texas. Describe the size and the type of project, scope of work, original budget and length of time to complete at least three (3) previous projects. List dates of service, email addresses and current phone number of clients' representative(s) that can attest to the quality of services received.
- **Tab Four: Project Approach.** Provide an outline of your general plan, approach and qualification to engage in a professional relationship with DCTA.
- **Tab Five: Timeline.** Provide proposed timeline for completion of the services requested in this RFP.
- **Tab Six: Samples of Work.** Provide at least two (2) samples of a similar study your firm has performed. Include information related to your roles and responsibilities with each sample.
- **Tab Seven: References.** Provide three (3) references for existing or current clients who you have worked with in the last five years.
- **Tab Eight: Additional Data.** Provide any additional information about your firm that may be relevant to this project or that might help the selection team in its assessment of proposals received.
- **Tab Nine: Professional Fees.** Provide your fee for services, including your firm's hourly rate and a comprehensive cost for the first phase of the analysis as outlined in the scope of work.
- **Tab Ten: 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 Eleven. Appendix**

The following documents/forms must be completed by the Offeror and shall be submitted with the Technical Proposal in Tab 11:

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

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

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

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

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

EVALUATION AND SELECTION**1. GENERAL RESPONSIVENESS**

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

2. EVALUATION OF PROPOSAL

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

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

SCORING CRITERIA	WEIGHT
Qualifications List the qualifications of each member of the proposed project team. Provide the length of time each member has been an employee of the firm.	30
Experience Provide a list of the firm's experience with like services to other similar clients, including those located within Texas. Describe the size and the type of project, scope of work, original budget and length of time to complete at least three (3) previous projects. List dates of service, email addresses and current phone number of clients' representative(s) that can attest to the quality of services received.	30
Project Schedule Provide proposed timeline for completion of the services requested in this RFP.	20
Price Provide estimated cost of initial agency assessment and hourly rate for additional work as assigned.	15
References Provide three (3) references for existing or current clients who you have worked with in the last five (5) years	5
Total	100
Required Forms and Certifications All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Tab 11.	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 proposers.

6. CONTRACT AWARD

Award will be made to the responsible firms 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 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

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

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

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

8. PAYMENT

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

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

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

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

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

Termination for Default

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

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

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

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

Termination of Force Majeure

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

Disputes

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

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

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

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

16. CONTRACT

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

17. PROHIBITION OF BOYCOTT ISREAL

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

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

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

19. RELATIONSHIP AND WORK IN GENERAL

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

20. ASSIGNMENT OF PERSONNEL

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

21. EMPLOYMENT OF PERSONNEL

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

22. EMPLOYMENT OF VETERANS

Applicable to capital projects only-Contractor shall provide a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under this contract. This shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

23. USE OF SUBCONTRACTORS

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

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

24. DBE SUBCONTRACTS

If DBE subcontractors are utilized to perform under this contract the contractor must provide 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

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.

Appendix:

The following documents/forms must be completed by the Offeror and shall be submitted with the Technical Proposal in Tab 11:

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



BIDDER'S QUESTIONNAIRE

Regular Item 6, Exhibit 1

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:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

NON-COLLUSION AFFIDAVIT***This affidavit must be completed and submitted with the bid/proposal***

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

Signature of Authorized Company Representative

Name and Title of Authorized Company Representative

Date

Subscribed and sworn to before me on _____ (Date)

(Notary Seal)

Signature Notary Public

Question and Answers for Bid #20-11 - Agency Transformation Initiative

Overall Bid Questions

There are no questions associated with this bid.

DCTA AGENCY TRANSFORMATION INITIATIVE

April 17, 2020





April 17, 2020

Ms. Athena Forrester
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

Dear Ms. Forrester:

On behalf of Accenture and our teaming partners, Cambridge Systematics and Segal Consulting, I am pleased to submit our proposal to Denton County Transportation Authority's (DCTA) RFP 20-11: Agency Transformation Initiative. We recognize just how important this RFP will be to a sustainable future business model for DCTA and are excited about the prospect of being your partner in this effort.

The financial situation facing DCTA today is much more challenging than it was a few weeks ago when you issued this RFP during this time of unparalleled disruption caused by COVID-19. Public transportation has been particularly hit hard by the pandemic as people practice social distancing and economic activity continues to slow. Furthermore, tax revenues and other subsidies will be significantly impacted as well.

DCTA may have to make previously unimaginable decisions as you move to financially recover. Our Proposal will take into consideration a review of public transit agencies across the country, and the ways that they are handling this crisis. Given the COVID-19 situation, ***we will include an assessment of strategic cost optimization opportunities at no additional cost to DCTA as a sign of our desire to partner with you on this important undertaking. We also have an internal team dedicated to identifying ways our clients can utilize Federal CARES Act and other funds, including FTA Section 5307 funds. The Accenture team will recommend opportunities to maximize DCTA's utilization of funds allocated to the Denton/Lewisville UZA.***

We understand and appreciate that DCTA seeks an independent review of its service, governance, financial, and technology functions. This review is part of a cohesive vision for DCTA's future: providing equitable connectivity and mobility for citizens, enhanced delivery of transportation services, increased operational efficiencies and integration with plans aimed at expanding service connectivity and coverage to improve the quality of life for residents of Denton, Highland Village, and Lewisville.

DCTA needs a consulting partner who not only understands public transportation, but also recognizes its impact on the social and economic fabric in which it serves. Accenture brings a demonstrated track record to holistically support DCTA's journey to high performance.

Accenture takes every client extremely seriously, regardless of size and scope. Each transit agency is unique. Whether it is demographics, geography, financial capability or growth, there are critical decisions to be made that determine success. There is no "one size fits all." For that reason, Accenture uses both a top down and bottom up approach, that brings the best of our experience, insight and innovation, along with a detailed, personal and granular understanding of the client. Our philosophy places collaboration at the center of the way we work.

We are uniquely positioned to help DCTA achieve above and beyond its strategic and operational goals because we bring the following differentiators:

- **Team with deep local knowledge and a national reach**—Highly qualified project team and a national network of subject matter advisors in leading practices for public modern transportation agencies.
- **Experience that counts**—Extensive experience with public sector organizations, including developing local government and transportation agency transformation plans.
- **Commitment to DCTA goals**—Understanding of the mission-oriented goals and priorities of DCTA inspiring this initiative: commitment to improving mobility, air quality, economic development and livability through prioritizing safety, accountability, commitment, excellence, integrity and respect.
- **Innovation that works**—Transformational consulting capabilities to facilitate design-thinking workshops and field-tested methodologies tailored to meet DCTA's needs.
- **Outcomes that matter**—Commitment to producing results, not just reports, for DCTA's employees, board, and ridership in a format you can use, with regular updates throughout the process to guide each phase.

We welcome the opportunity to work together with DCTA, its Board of Directors, and the representative member cities to continue DCTA's progress on building a legacy of service, transparency and innovation into DCTA's future.

We are committed to serving as a valued partner during this challenging time, to be there for you and collaborate in partnership through these difficult circumstances.

I am authorized to contractually obligate Accenture with this proposal and any future negotiations. For clarifications or additional information regarding this proposal, please contact me using the information below:

Company Name: Accenture LLP

Website: www.accenture.com

Address: 5221 N O'Conner Blvd, Suite 1400; Irving, Texas 75039

Name and Title: Rob Cohan, Managing Director

Email: robert.cohan@accenture.com

Telephone: 512-680-0560

Fax: 512-652-7246

At your service,



Rob Cohan, CPA

Managing Director—Strategy & Consulting

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1.0 History of Firm

The history of the firm should include how many years in business. A listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years.

Corporate Overview

Accenture LLP, established in 1989, is a limited liability partnership licensed to operate in all 50 states. Our company’s history has been more than 60 years in the making—from the earliest days as a pioneer in the new world of information technology in the 1950s to its position today as a Fortune Global 500 industry leader. Our clients are the world’s leading companies and organizations as well as government agencies. Accenture serves 91 of the Fortune Global 100 and more than three-quarters of the Fortune Global 500. Figure 1 provides a snapshot of our services.

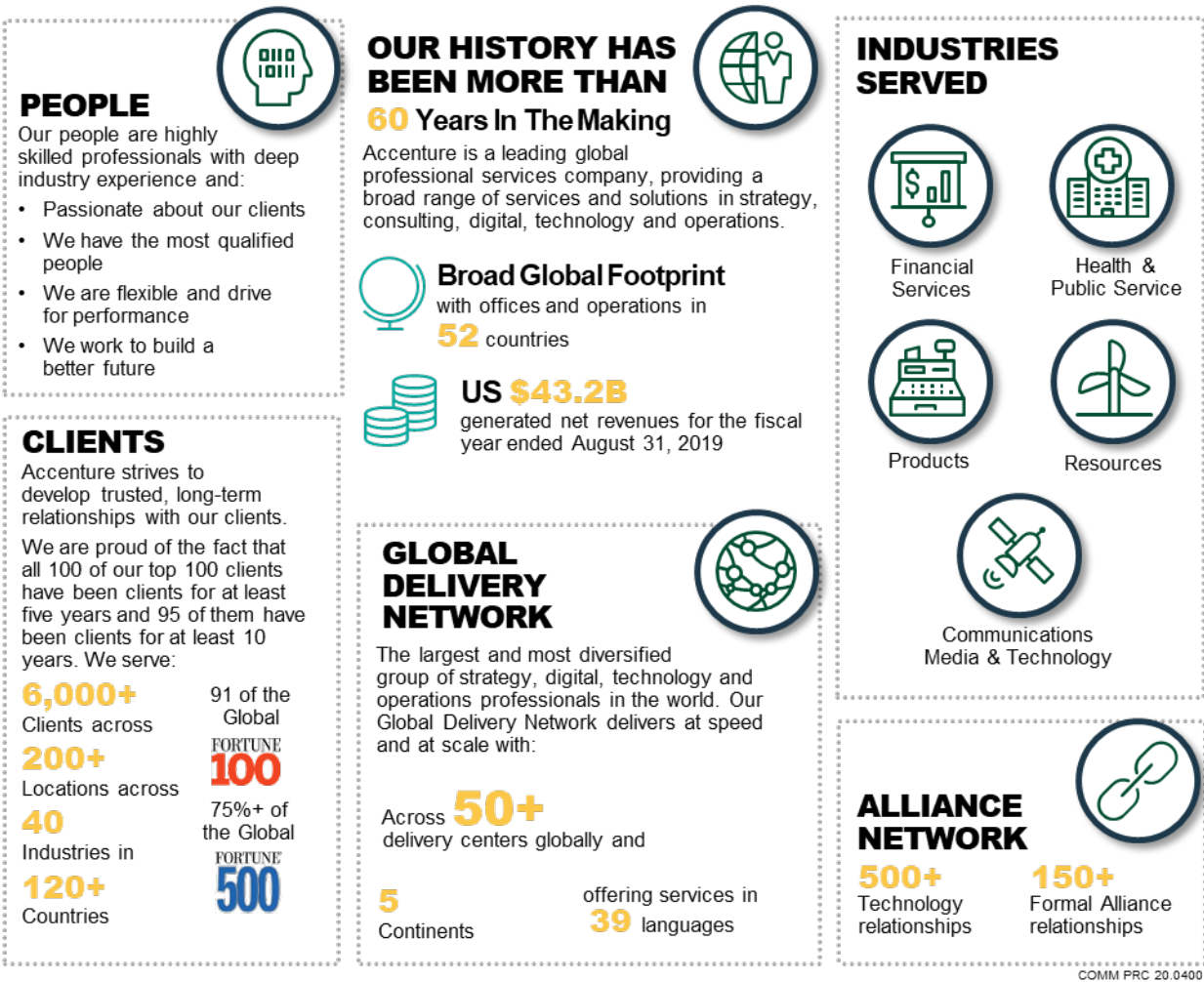


Figure 1: Accenture Overview

Accenture is a leading global professional services company, providing a broad range of services and solutions in strategy and consulting, interactive, technology and operations. Combining unmatched experience and specialized skills across industries and business functions—underpinned by the world’s largest delivery network—Accenture

works at the intersection of business and technology to help clients improve their performance and create sustainable value for their stakeholders. Today, with more than 505,000 people serving clients in more than 120 countries, Accenture drives innovation to improve the way the world works and lives.

We help public sector and transit clients—like DCTA—**improve operational performance, deliver services more effectively**, and take advantage of the opportunities and **promise of digital technology**.

DCTA's RFP asked about litigation and legal proceedings. Litigation involving every type of professional services firm, including consultants, has become commonplace over the last two decades worldwide. The number of such situations worldwide in which Accenture is involved is minuscule in relation to its total number of clients. The ultimate outcome of any pending litigation will not adversely affect Accenture's ability to provide the services described in this RFP.

Any significant legal proceedings involving Accenture would be disclosed in our filings (10Ks, 10Qs, and Annual Reports) with the Securities and Exchange Commission; these filings can be accessed at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001134538>.

While termination is extremely uncommon, there may be circumstances where an agreement or statement of work is cancelled due to a change in the client's business direction, financial positions, or management. Accenture typically enters into contracts with our clients that provide for standard mutual termination rights.



Cambridge Systematics, Inc. was founded in 1972 by four Massachusetts Institute of Technology professors and a colleague who shared an understanding that transportation's greatest challenges call for thoughtful, objective, research-based solutions. Their charter pledged "the application of systematic analysis to problems of transportation, the environment, urban development, and regional planning." CS has more than 45 years of experience leveraging technology and ingenuity to advance the world of transportation: planning and policy, movement of people and goods, software design and development, and, underlying it all, effective partnerships and objective analysis. We are recognized nationally and internationally as an objective source of pragmatic expertise applicable to a very wide range of transportation challenges and opportunities. Today, Cambridge Systematics remains an independent, employee-owned firm, recognized throughout the world as a leader in the field. The firm continues to specialize in transportation and to pioneer the development and implementation of innovative policy and planning solutions, objective analysis, and technology applications. Accenture will utilize support from Cambridge for the Service Analysis and Recommendations Task.



The Segal Group is a leading, independent firm of benefit, compensation, and human resources consultants since its founding in 1939. Segal is headquartered in New York, with more than 1,000 employees working in multiple offices throughout the U.S. and Canada. Segal brings extensive experience with Transit Districts (including DCTA) with over 50 transit and transportation projects in the U.S. providing independent, results-driven consulting services to public sector transit entities throughout the country. We added them to the Accenture Team to support the Governance Analysis and Recommendations Task (especially the compensation benchmarking work). Segal has provided consulting services to labor-management committees in transportation and/or the public sector, including: Bay Area Rapid Transit (BART) and AFSCME; City of Philadelphia (PA) and AFSCME; FOP and IAFF Massachusetts Department of Transportation and AFSCME; Massachusetts Bay

Transportation Authority—ATU; and the Washington Metropolitan Area Transit Authority (WMATA)—ATU and OPEIU Local 2.

Our Team in Texas

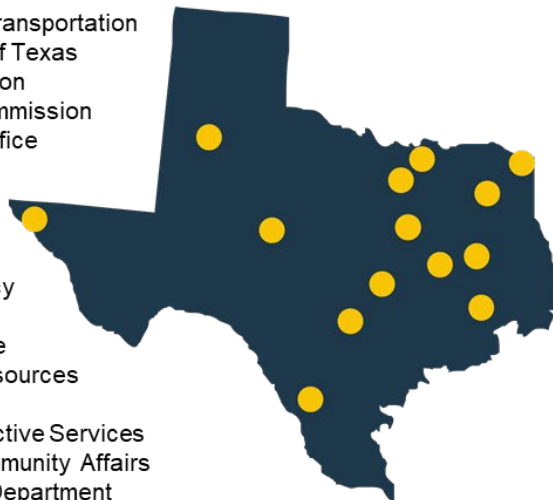
Accenture's main North Texas Office is located at 5221 N O'Conner Blvd, Suite 1400; Irving, Texas 75039. We also have a digital design studio at 1701 N. Market Street, and a Cloud Innovation Studio at 5605 N. MacArthur Blvd. We employ over 2,300 employees in North Texas, most of which are supporting clients on their individual innovation and transformation journeys. Accenture maintains offices in key locations across the State: Austin; Dallas; Houston; and San Antonio. We employ more than 8,600 Texans, many of whom grew up in the state, went to Texas schools for their education, and have strong personal ties to their communities. Our team has helped numerous Texas-based businesses and public service organizations achieve high performance. For more than 40 years, we have:

- Teamed with Texas businesses, governments, and nonprofit organizations to transform operations
- Helped upgrade and modernize mission-critical systems
- Introduced technology that transforms citizen services
- Supported Texas communities through charities and community service
- Used new technologies in a sensible, balanced manner to help clients accomplish more with limited resources

Along with our teaming partners, we collectively maintain a strong corporate record and longstanding presence in Texas. We bring deep, local knowledge learned from working with dozens of Texas state agencies and universities to modernize their processes and operations like DCTA's objectives with this Transformation Initiative. This collective breadth of experience across Texas is illustrated below in Figure 2.

Accenture Experiences:

- Texas Department of Transportation
- Railroad Commission of Texas
- Texas Water Commission
- Texas Public Utility Commission
- Texas General Land Office
- Texas A&M University
- Texas Tech University
- University of Houston
- University of Texas
- Texas Education Agency
- Dept of Agriculture
- Dept of Criminal Justice
- Dept of Information Resources
- Dept of Insurance
- Dept of Family & Protective Services
- Dept of Housing & Community Affairs
- Texas State Treasury Department
- Dept of Mental Health & Mental Retardation
- Texas Comptroller of Public Accounts
- Texas Office of Attorney General
- Texas Alcohol & Drug Abuse Commission
- Texas Workforce Commission
- Texas Health & Human Services Commission
- Employee Retirement System of Texas



Cambridge Systematics Experiences:

- Texas Department of Transportation
- Texas Commission on Environmental Quality
- Texas Turnpike Authority
- North Central Texas Council of Governments
- Alamo Area Metropolitan Planning Organization
- Capital Area Metropolitan Planning Organization
- El Paso Metropolitan Planning Organization
- Laredo Urban Transportation Study
- Houston-Galveston Area Council
- City of El Paso
- City of Laredo
- Austin-San Antonio Intermunicipal Commuter Rail District
- Capital Metropolitan Transportation Authority
- VIA Metropolitan Transit

Segal Experiences:

- Denton County Transportation Authority
- Harris County Transportation Authority
- City of Austin – Transportation Department
- Port of Houston Authority
- VIA Metropolitan Transit

Figure 2: Our Experiences in Texas

Our Team in Transportation

Accenture maintains a dedicated global industry practice focused on public and commercial transportation. Our group consistently invests in developing industry-specific points of view in collaboration with the Accenture Center for High Performance—our specialized unit of researchers and world-renowned authors. We recently completed a global study of public transportation agencies, *High Performance in Public Transport: How Authorities and Operators Can Go Beyond Their Traditional Outcomes*, addressing many of the same issues and trends DCTA faces today, such as how to provide greater mobility in the face of increased congestion, how to integrate transportation and urban planning in a more dynamic and sustainable way, and how to generate new revenue and become more cost-efficient in the face of constrained funding.



Figure 3: Our Transportation Industry Insights

Visit www.accenture.com/publictransport to access any of our recent points of view.

Accenture’s transportation practice brings together over 1,000 professionals worldwide, serving more than 60 clients with similar challenges, best practices, and innovation ideas to share as highlighted in Figure 4.



Figure 4: Accenture Transportation Experience

Extensive experience in public and private transportation equips us with the knowledge and skills to help our clients become high performing organizations in a complex and challenging industry. We approach our work with customer experience and operational excellence foremost in our mind and help transportation clients work with their stakeholders to continuously improve as customer expectations evolve. The practice has helped these transportation clients make the changes necessary to improve their performance and service delivery.

Cambridge Systematics sets itself apart from its peers through their nationally regarded transportation specialization coupled with strong industry leadership and innovative solutions. By focusing exclusively on transportation, Cambridge offers clients a unique breadth and depth of industry knowledge and experience. We know the issues, stakeholders, data, analytical tools, and problem-solving processes involved in addressing transportation challenges.

Our outstanding practitioners represent a range of disciplines and have chosen to make their careers at CS. We attract and retain industry leaders in critical areas of specialization, including transportation finance, economic analysis, safety, freight systems, demand forecasting, asset management, performance measurement, public transportation, traffic operations, geographic information systems, energy and emissions analysis, sustainability, and integrated transportation-land use planning. CS has national, state, and local expertise in these areas; our staff work closely across these functional areas to address the most complex system policies and planning needs.

From assisting agencies in complying with new regulations to applying the latest in technology to collect and analyze travel data, CS excels in helping clients plan for and implement change. Although we are known for applying creativity and innovation to solve tough problems, we provide clients with practical solutions to their local needs, taking advantage of our national perspective and expertise.

And specifically, as it relates to DCTA and this Transformation Initiative, CS will be focused on finding the best solutions for DCTA clients. CS takes every aspect of a project into account—environmental, regulatory, political, economic, community—and work with our clients to meet their project goals. Our national research and frequent participation in independent audits and peer reviews provides us an objective perspective and approach to assessing problems and solutions.

Segal Consulting has offered human resources consulting services dedicated to the public sector, and specifically supporting 50+ transportation clients across the United States. Segal helps transportation organizations adopt a more strategic, comprehensive and integrated approach to total rewards that includes both financial and nonfinancial rewards. Given the demands for talent, Segal's consulting approach within transportation is based on customized solutions to meet specific needs, not "off-the-shelf" systems. Our goal is to maximize the value of total rewards by encouraging employee participation in our engagements. This is crucial to a successful outcome.

Segal conducted two projects for Denton County Transportation Authority (DCTA) including a classification analysis and compensation assessment of DCTA's base pay and benefits offerings for all employees. Our most recent study was conducted in 2019 and we think that for this project we can leverage much of that prior work in this study.

Our Transformation Approach

Transforming DCTA operations starts with understanding its organizational DNA to clarify the intent, purpose, and benefit of programs while helping improve accountability for achieving outcomes that matter. Organizational DNA manifests in its operating principles to determine the way work actually gets done. We know how to do this in

collaboration with our clients, ensuring no step is missed, and for the change to be authentic to the organization. We do this by following two critical philosophies in assessment and transformation projects, as shown in Figure 5.

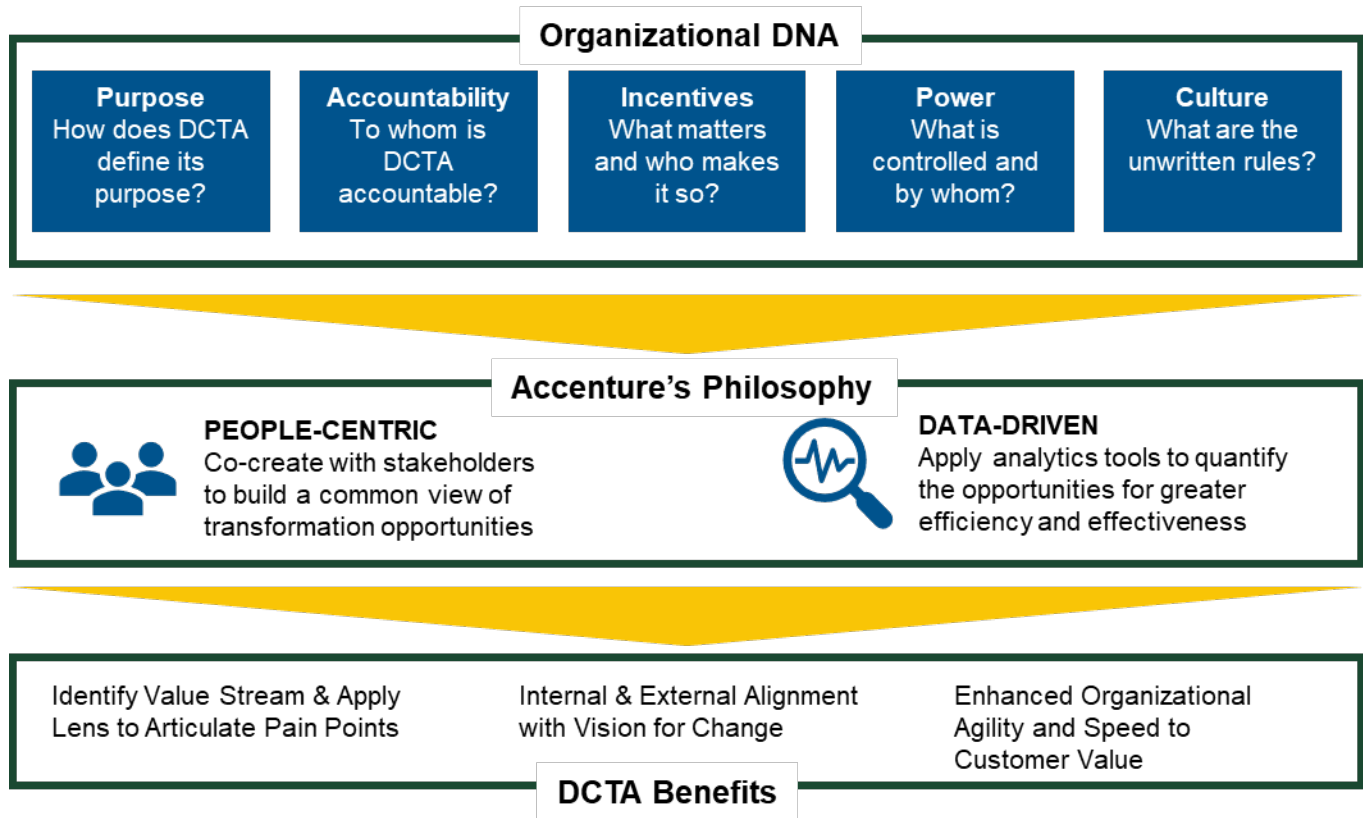


Figure 5: Critical Philosophies

First, the approach must be **people centric**. Benchmarks, tools, and standards are helpful but, first and foremost, they must enable DCTA to serve the unique needs of its customers. Second, we are **data driven**. Data helps remove bias and identify context-specific problems, find exemplars of best practice, and provide an evidence-based view on how DCTA services compare to other public transit agencies.

Our goal is to clearly trace DCTA's vision for serving its customers across its service operations, governance, financial, and technology functions by summarizing our findings and recommendations aimed at strengthening what is working, refining what can be improved, and defining what is new. Our deliverables will be concise, impactful, and actionable. We will work collaboratively with DCTA and its Board to confirm these viewpoints and use that feedback to inform and update each iteration of our approach as we assess the four main categories of focus.

Transformation Success Factors

Agencies targeting enterprise-wide changes must go beyond operational assessments and strategic plans to truly achieve a level of transformation. Often, these efforts are driven by short term imperatives but are unable to endure over the long-term. They become focused on metrics, measures and initiatives but lose sight of the broader mission. They are difficult to sustain and can lose momentum without dedicated leadership. Politics may impede effective prioritization and implementation. The workforce resists, sometimes passively but also very actively and vocally opposing reform. And these efforts often rely on someone from the outside (e.g., a consultant or community stakeholder groups) to point out the areas for focus and priority—but this “outsider” generally has limited real knowledge of how things actually work and almost always has limited skin in the game. However, risks can be mitigated, and transformative change can occur, when the process includes the following factors:

1

All of DCTA—not just the leadership team—is pursuing one common transformation: more efficient, equitable, and responsive service to DCTA customers and residents

The essence of a successful assessment is to create the capability for ongoing innovation toward this common agenda. This is not a “one and done” exercise; it is continuous. Most efforts quickly jump into Key Performance Indicator (KPI) dashboards or portfolios of initiatives. This approach may create rapid or visible, short-term gains but will fail to be truly transformational, as the fundamental, systemic challenges facing the organization will remain.

2

Transformation begins with articulating the organization’s aspirations for its relationship with those it serves—the results it would deliver and the experience of its residents

Goals for the assessment must directly support DCTA’s work and resonate with each function and employee across the agency. Understanding this effort in service of improving their ability to perform their jobs and fulfill their commitments will enable greater support throughout the process. Successful transformation programs focus on the multi-year portfolio of projects and enablers that make more efficient, equitable, and responsive service both necessary and possible.

3

Reviewing operations and developing roadmaps are important components in realizing DCTA’s vision, but delivery and sustainment necessitates financial support

In our experience, the most successful strategies are backed up by meaningful investments—in other words, budget initiatives mirror the strategy. We recommend DCTA and its Board consider how it allocates resources writ large to shift this project from an assessment document at risk of sitting on a shelf to a systemic approach for investing in outcomes. Otherwise, the assessment report, while honest in intent, lacks any real teeth for changing the outcomes for residents. Too often, budgets pay for costs rather than purchasing results or creating greater impact. DCTA can use its resources to support programs, contracts, and purchases that would deliver the most value for the money. Accenture calls this “Budgeting for Outcomes.” Budgeting in this manner makes every program in every part of the organization accountable for delivering better results at lower costs every year by realigning spending around investing in outcomes.

4

Internal barriers may appear in policy, procedure, or practice. DCTA should consider streamlining these frameworks, especially in administrative functions

DCTA can achieve dramatically more impact and operating efficiency by evaluating and reforming administrative policies that may constrain certain transformation opportunities. Within the appropriate legal, regulatory, and stakeholder constraints, each administrative policy should be evaluated against leading practice in such criteria as number of approvals needed, level of authority/delegation, documentation required, digitization, and more. While this activity is one-time and should occur early in the transformation, DCTA may consider retaining some level of ongoing capability to escalate and minimize bureaucratic barriers that may emerge during the assessment and initiative recommendations.

5

DCTA must ensure this journey is characterized by a culture open to continuous change, innovation, and experimentation

DCTA's work environment, stakeholder demands, and how DCTA meets those demands are changing. This is especially true in a transportation service area that is growing quickly and needs to respond to new challenges and opportunities while also addressing existing ones. Organizations need to continuously monitor those changes and remain open to how they are addressed.

Public agencies are understandably leery of experimentation. But, as technology and cultural change accelerates, it is required to keep pace. So, rather than avoiding experimentation with new ideas, methods, and goals to meet citizens' needs, DCTA should fully embrace it with the idea that they want to 'fail quickly.' In other words, try out new ideas quickly and at small scale in a low risk environment, and determine as soon as possible whether those ideas hold promise. The early winners can then be scaled to have a larger impact as appropriate, with the failures dropped.

Our ZBx Methodology

Accenture is the market leader in complex *cost focused transformations*. We have saved our clients billions of dollars while successfully restructuring their organizations to support their future growth. We literally wrote the book on cost transformation. Our "ZBx approach" is widely recognized as the most successful and tested approach to drive significant, sustainable cost reduction. Our methodology has four playbooks to address our clients' financial challenges:

- Zero-Based Organization (ZBO) to address headcount and drive process efficiencies
- Zero-Based Spend (ZBS) to address the non-headcount related overhead
- Zero-Based Supply Chain (ZBSC) to optimize operations and reduce direct costs
- Zero-Based Commercials (ZBC) to optimize pricing and revenue management.

The main challenge with traditional approaches to cost reduction—such as across the board cuts, hiring freezes, purchasing freezes, deferred maintenance, and reduction of travel—is that the impact isn't sustainable. Enduring enterprise-wide cost reduction requires a fundamentally new approach: a zero-based mindset. With a zero-based mindset, DCTA

The Big Zero

The Transformation of ZBB
into a Force for Growth,
Innovation and Competitive
Advantage

Kris Timmermans,
Chris Roark &
Rodrigo Abdalla

0

would essentially forget about the past (e.g., funding decisions that have been made incrementally over time and driven by inertia) and reimagine its cost base not from what it is today, but what it “should cost” if you were to start from scratch. This positions DCTA to use the resulting savings to lower the cost of ridership and/or fund investments in distinctive capabilities that support its public transportation goals.

Our Zero Based Spend (ZBS) approach enables organizations to identify discretionary consumption of non-labor overhead expenses through a unique lens of granular cost visibility. Our integrated approach creates insights through data analysis, drives decision making, and establishes a long-standing governance structure enabling sustainment and continuous improvement. We have blended our zero-based approach with cutting-edge technologies and methodologies applied to four main cornerstones:

- **Speed, Accuracy, and Visibility:** Our integrated approach to data forensics and construction of baseline creates an insightful picture of “who-spends-how-much-on-what.” We utilize our spend visibility software, in conjunction with our ZBS visibility processes and our cost definition book repository, to provide a quick and accurate view of spend
- **Balanced Approach:** We will work to find the right balance of decisions between value created and cultural implications for a public transportation setting. We quickly identify opportunities for immediate impact, while developing a target list for the future.
- **Governance Alignment:** We support the alignment of business function owners and “spend category owners” to address issues, findings, and align on targets. We establish the right governance structure that is not over-bearing but collaborative and effective for the unique nuances of a client’s environment.
- **Sustainability:** Our ZBS approach creates alignment to a value commitment that will be embedded in the organization’s culture, promoting sustainable change. We create a clear path to an internal structure that harnesses the capabilities of various functions and professionals, ensuring the change is sustainable and adaptive.

Note: Accenture has included a strategic cost optimization diagnostic at no cost to DCTA as part of this project. Based on our initial findings from that work, we look forward to discussions with DCTA on how ZBx may be utilized in subsequent phases of a cost transformation program. ZBx requires a more extensive data analytic effort and a broader scope than the four major workstreams identified in the RFP.

2.0 Firm's Qualifications

List the qualifications of each member of the proposed project team. Provide the length of time each member has been an employee of the firm.

Team Structure

One of the most important elements of an effective project is having the right team. The right team must possess relevant knowledge, depth of experience, ability to balance competing goals, and effective collaboration across stakeholders. Our team recognizes that stakeholder input, communication, and quality of work products is crucial for conducting a comprehensive analysis and developing practical, actionable recommendations for DCTA and its Board of Directors. Additionally, an effective project team must be supported by proven methodologies to execute with consistency and at the expected pace. We have structured a team with extensive experience in public sector transportation and general management, to be supported by a panel of Subject Matter Advisors (SMAs) as outlined in Figure 6. Our staffing approach provides DCTA with highly experienced personnel across each of the key areas outlined in the Agency Transformation Initiative. Resumes for all core team members and summarized qualifications for SMAs are listed below.

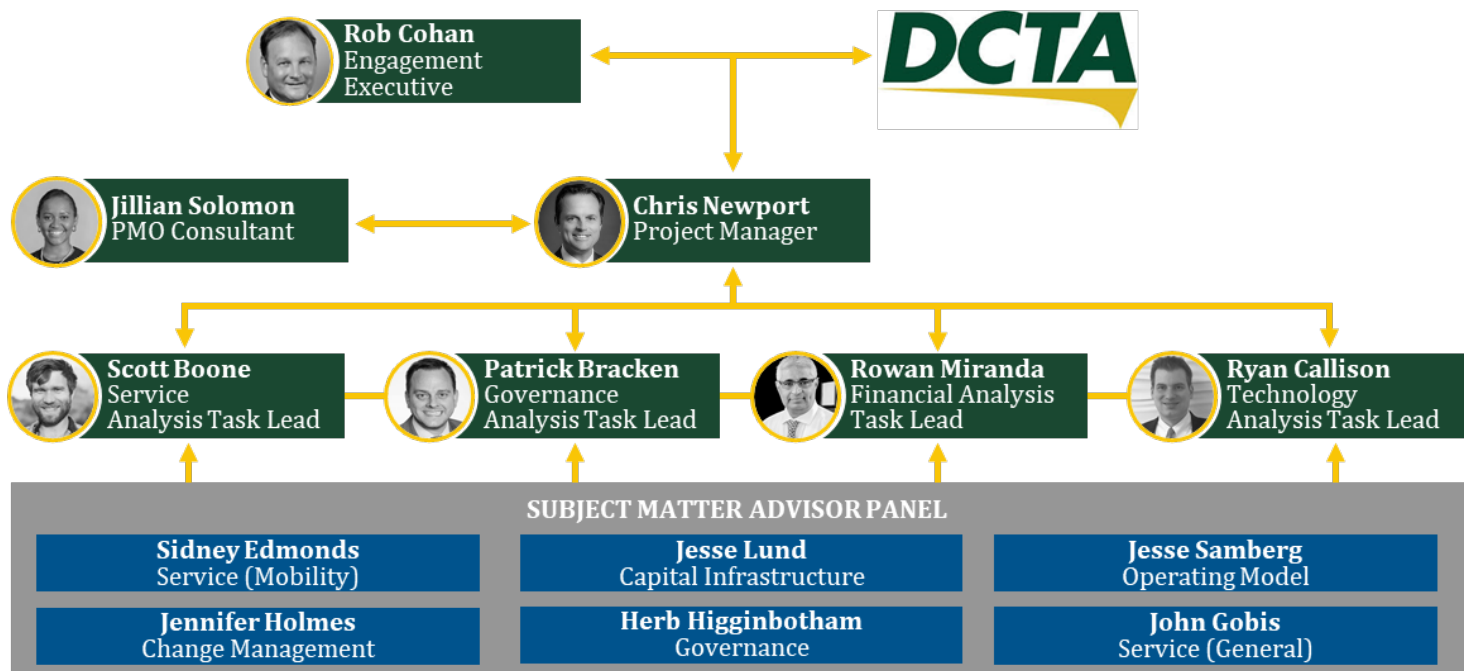



Figure 6: Proposed Organizational Structure


Qualifications of Team Members


Our dedicated project management team will work in an integrated manner, focus on bringing relevant data-driven insights and develop tailored recommendations to meet both DCTA's near- and long-term needs. We acknowledge in our workplan the substantial change DCTA has already undertaken, the evolving transit landscape and rapidly changing customer service expectations. In addition to the core team, we will utilize SMAs for a portion of the work who understand transit intimately and can help us develop an achievable transformation plan.


We are proposing Rob Cohan as the **Engagement Executive**. Based in Austin, Rob is accountable for the delivery of our blended Accenture team. In this role, Rob would participate in key interviews and executive briefings, and interact with DCTA and stakeholders to ensure your objectives are addressed. Rob brings decades of experience designing and executing transformational programs for complex public organizations and led similar work at Valley Metro. Rob has worked with the Cities of Austin, Dallas, Houston, and San Antonio, as well with both Travis County and Harris County to design, develop and implement strategies and capabilities that deliver better outcomes and improved results for citizens. Prior to his advisory and consulting work, Rob spent several years working for the Texas Senate Finance Committee, Texas State Auditor's Office and for John Sharp as the Texas Comptroller.


Chris Newport, our proposed Project Manager, would be responsible on the ground working hand-in-hand with DCTA leadership to deliver the outcomes of this project. As the Project Lead, Chris will be the "conductor" of the various focus areas and will be charged with coordinating to integrate and align each function in pulling together a cohesive set of recommendations. Chris will apply his experience in Harris County-Houston government and complex event executive management to effectively guide the completion of the assessments. He has spent his career focused on helping public service organizations deliver more value for the people they serve. In fact, Chris even once corralled a bobcat in downtown Houston parking garage.


	<div> <div>  </div> <div> ROB COHAN </div> <div> ENGAGEMENT EXECUTIVE </div> </div> <p>Mr. Cohan served as a senior advisor and government services leader in transformation, planning, and implementation of programmatic, administrative and technology innovation for over 25 years. His experiences span performance management, program design, strategic planning, budgeting, procurement, organizational development, change management, and technology modernization. He has led engagements at multiple Texas agencies, universities, counties, and cities, including Cities of Houston, San Antonio, Austin, Dallas, Ft Worth, as well as Harris and Travis county.</p>
<p>Accenture Tenure: 5 years</p> <p>Total Experience: 25+ years</p> <p>Education: B.A., Business Administration—University of Texas Certified Public Accountant (CPA)</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • Operating model design • Shared services development • Benchmarking • Performance management • Technology modernization • Private-public partnerships 	<p>Valley Metro, Phoenix AZ: Led the business capability assessment and strategy engagement to review and benchmark the organizational, financial, operational, and technological capabilities of the Capital Service Development and Operational and Maintenance Center.</p> <p>City of Austin: Working with the Mayor, City Manager, CFO and City Council, led an engagement to develop a strategic planning framework and process for the City of Austin. Facilitated City leadership in developing the first outcomes based, comprehensive citywide strategic plan in 15 years, with strategies, measures, and metrics.</p> <p>Texas Department of Transportation: Led transformation and modernization project to update processes, technologies, and operational capabilities to modernize how TxDOT delivers capital portfolio and project planning, letting, construction and asset management capabilities.</p> <p>Texas Department of Transportation: Oversaw system planning projects addressing improvements in how IT services were delivered to customers and departments. Performed benchmarking analysis of IT functions, deliver IT leadership and executive support services, and participate in an ERP business case realization assessment.</p> <p>Texas Department of Motor Vehicles: Working with the Executive Director, COO, CFO and CIO, led a team to blueprint a new operating and service delivery model for providing DMV services as a stand-alone agency separated from TxDOT. Scope was a large enterprise transformation to address operations and legacy systems, front office functions, provide transformation, governance, sourcing strategies, model and planning for service delivery.</p> <p>Multiple Texas Cities and Counties: Served as Engagement Executive over multiple engagements at the Cities of Austin, San Antonio, Dallas, Ft Worth and counties of Harris and Travis in Texas. Work included strategic planning, operational assessments, technology planning and quality assurance, as well as financial and human capital management capability and process modernization support. Common challenge and opportunities addressed include aligning people, process, and technology to deliver more efficient, effective services in areas such as budgeting, procurement, HR, payroll, land management and development, revenue and taxation, and infrastructure.</p>


	<div> <div>CHRIS NEWPORT</div> <div>PROJECT MANAGER</div> </div> <div>  <p>Mr. Newport will apply his experience in government executive management to guide the completion of the work stream assessment and recommendation implementation plans. Chris' responsibilities will include advising the project team on citizen-centered service delivery in the local government context. He will interface directly with DCTA leadership and coordinate the team delivery of the first phase of this project.</p> </div>
<p>Accenture Tenure: 1 year</p> <p>Total Experience: 19 years</p> <p>Education: M.B.A.—Rice University B.A., Economics—Trinity University</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • Public Sector • Government Policy • Operating Model Design • Organizational Transformation <p>Veteran, US Navy</p>	<p>City of Denton: Facilitated a process with the Mayor, City Council, City Manager and executive team to review City of Denton's progress on identified priorities for FY2019, establish and affirm Council priorities for FY2020, and define a set of guidelines and practices to improve effectiveness, efficiency and sustainability of Council meetings and Council-staff interactions. Results of public meeting included: Council/staff consensus for several FY2020 initiatives within seven strategic outcome areas; two new processes for Council information requests of staff, Council Work Session item selection.</p> <p>Houston Super Bowl Host Committee: As Chief of Staff/COO, responsible for all aspects of Super Bowl LI Host Committee planning, operations, and negotiations. Managed \$64 million program budget; 39 full-time staff; 10,000 volunteers. Guided executive performance for finance, communications, event operations, and community affairs functions. Primary interface to 13+ public service agencies; identified and mitigated more than \$17 Million in rightsholder risk. Led Host Committee's State of Texas Major Events Reimbursement Program participation, which offset \$25.4 Million in local fundraising requirements.</p> <p>City of Houston, Office of the Mayor: Managed final term for Mayor Annise Parker; \$5.1 Billion annual budget and 23,000 employees across 24 departments; built cross-functional teams to execute aggressive policy and crisis response portfolio. Developed and implemented cost control plan to maintain service levels during budget shortfall; assembled core guiding team to facilitate Director-level peer buy-in. Saved \$50 Million in FY15. Led City's response to 2015 Memorial Day and Hurricane Patricia flood crises; managed preparedness, interagency coordination, and responses to Ebola epidemic scare; Executive-in-Charge during emergency evacuation of two apartment complexes and relocation of impacted families.</p> <p>City of Houston, Administration & Regulatory Affairs: Led the policy, operations, media, and stakeholder engagement for department of 598 employees, 15 organizations and \$240 Million non-tax revenue. Redesigned animal shelter operating model and KPI structure, including public sharing of performance data; post-implementation metric improvements included: 200% live release rate, 50% service call completion rate, launched 3 new business lines. Led campaign to design and promote 311 mobile application as part of redesign of 311 from Helpline to multi-channel platform. Led numerous teams through contentious ordinance revision processes to broaden services available to Houstonians.</p> <p>Leading Industrial Equipment Distributor: Company sought to restructure its operating model to gain a single view of the customers' needs and deliver services at lower cost to serve. Chris led the inside sales capability development, interviewing more than 30 customers in 6 cities to inform solution design. He also assessed job role descriptions for future state readiness; composed job descriptions for 17 new positions and recruited for the same. He mapped new customer engagement processes from "customer-first" view then led the design and adoption of 12 new customer personas.</p>

	JILLIAN SOLOMON PMO CONSULTANT <p>As a member of Accenture's Mobility practice, Jillian has worked with Public Transit Agencies in the US and internationally. Her primary focus has been helping agencies to assess and improve their asset management strategies in order to maximize agency funds. In addition to advising transit agencies, Jillian is an Innovation Lead Designer for Accenture's San Francisco Innovation Hub where she develops deep understandings of her client's business challenges and then brings the best in-class teams and SMEs together to co-create solutions using a human-centered approach.</p>
<p>Accenture Tenure: 2 years</p> <p>Total Experience: 2 years</p> <p>Education: B.S. Information Science—Cornell University</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • Project Management • Enterprise Asset Management • Stakeholder Management • Data Analytics 	<p>Accenture San Francisco Innovation Hub: Client Innovation Lead for Consumer Products and Services Industry Group in the West. Co-creates solutions to client business challenges using a human centered approach and Design Thinking facilitation. Brings together Accenture's innovation architecture of best-in-class SME's, start-up partners, designers, researchers, technologists, and data analysts to respond to client challenges.</p> <p>Valley Metro Rail Business Assessment: Lead analyst for business assessment of regional transit authority. Conducted 13 client interviews and reviewed processes from five business units to assess agency's ability to deliver capital projects and effectively manage assets.</p> <p>New Zealand Transport Authority: Researched international agencies' strategies to modernize drivers licensing and vehicle registries. Connected with industry thought leaders to better understand opportunities for innovation and address common pain points and challenges of digital innovation.</p> <p>Bay Area Rapid Transit: Project manager for revamped budget process which improved throughput of highest risk/highest priority projects in \$917M operating budget. Oversaw progress of asset management action items. Conducted workshops with engineering staff to develop a data dictionary to ensure consistency when recording asset information. Ensured timely delivery of FTA required Transit Asset Management plan, escalating risks and issues as necessary. Managed delivery of all IT PMO maturity tasks, ensuring adherence to timelines. Analyzed gaps between current and future state of IT PMO and closed gaps by improving training, tools, templates, and portfolio strategy.</p>

	SCOTT BOONE SERVICE ANALYSIS TASK LEAD Mr. Boone focuses on scenario planning (including public transit, autonomous/connected/shared mobility, and active transportation), first-mile/last-mile access plans, travel demand modeling, transit operations, transit finance, corridor studies, travel demand management, market and transit ridership analysis, and the development of interactive data visualizations and maps.
<p>Cambridge Tenure: 5 years</p> <p>Total Experience: 11 years</p> <p>Education: M.S., Community Planning — Auburn University B.S., Environmental Design—Auburn University</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • Data-driven market analysis • Transit and Shared Mobility • Corridor and regional development • Pedestrian and bicycle planning • Travel demand management 	<p>CAMPO Regional Transit Study. As Project Manager, Mr. Boone assisted the Capital Area MPO in the development of a regional coordinating transit document, working with both Capital Metro and the Capital Area Rural Transportation System to identify key transit projects and plans.</p> <p>VIA Long Range Plan. Mr. Boone worked as a key staff member on the VIA 2040 Long Range Plan in San Antonio, TX. In this role, he was responsible for creating maps, visualizations, and technical memos to develop a guiding document for both fixed- and nonfixed-route public transit in the San Antonio region. He worked closely with modeling staff to provide useful statistics to support project prioritization and implementation.</p> <p>VIA Comprehensive Operations Analysis. Mr. Boone conducted extensive research on non-fixed route public transit in the San Antonio region, including both feasibility and cost-benefit analysis for ride-hailing, carshare, flex-route, and micro transit operations. Operational and financial parameters for agency-ride-hailing partnerships were proposed, along with spatial and temporal limitations on service to maximize return for agency investment.</p> <p>VIA Rapid Transit Corridor Planning. Mr. Boone is assisting with the alternatives analysis for four major corridors in the City of San Antonio. He is responsible for conducting market research, analyzing and managing data, identifying and developing performance metrics, and assisting with public involvement and stakeholder engagement efforts. Focus areas include station locations, pedestrian and bicycle availability, environmental barriers, and traffic safety.</p> <p>Capital Metro Mobility Innovation Zones Analysis. Mr. Boone is leading the effort to identify effective, right-sized transit strategies for areas in greater Austin, TX not well-served by traditional, fixed-route transit. The project will utilize both traditional and innovative Big Data resources to characterize and optimize transportation choices across the region.</p> <p>DART Alternatives Analysis. As deputy project manager, Mr. Boone helped use data from regional planning models to rate and rank several light and commuter rail network expansions in the Dallas region. He also developed several new maps and data visualization projects to assist the agency in public communications.</p> <p>City of Mesquite/DART Transit Service Plan. Mr. Boone reviewed market data and transit operational and fiscal performance to provide recommendations to the City of Mesquite for medium- and long-term transit strategies. The final product included route and station locations maximizing return on investment through access and ridership.</p> <p>Arlington Transit Analysis. Mr. Boone reviewed the current and projected transit potential for the City of Arlington, TX. He researched innovative transit and shared mobility programs and implementation in mid-sized cities, conducted a review of funding models, and provided recommendations on funding strategies to implement a long-range transit vision.</p> <p>PAG Comprehensive Operations Analysis. For the Pima Association of Governments (PAG), Mr. Boone is serving as a Technical Lead to help identify market opportunities for shared mobility, high-capacity transit, and operational improvements in the Tucson, Arizona region.</p>

	PATRICK BRACKEN GOVERNANCE ANALYSIS TASK LEAD <p>Mr. Bracken has worked with numerous transportation entities on compensation and job classification projects over the past 15 years. He has a deep understanding of the job functions and operational design of transportation agencies and is familiar with all of the commonly used compensation structures in this industry. Additionally, Mr. Bracken is active with public sector human resources professional associations and has been invited to speak on various compensation topics at conferences.</p>
<p>Segal Tenure: 16 years</p> <p>Total Experience: 20 years</p> <p>Education: B.S., Industrial and Labor Relations—Cornell University M.S., Economics—American University</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • Compensation • Classification • Economic Analysis 	<p>Jacksonville Transportation Authority. Conducted total compensation study of local and regional labor market. Re-designed pay structure and slotted all JTA job titles.</p> <p>Metro St. Louis. Conducted compensation salary survey and developed performance management program for executive leadership.</p> <p>San Mateo County Transit District. Distributed and reviewed job analysis questionnaires for all non-union staff. Developed revised job classification architecture and updated all job descriptions. Conducted total compensation market survey and developed revised pay structure for the client.</p> <p>Milwaukee County Transportation Authority. Conducted job classification analysis on all non-union job titles and revised MCTA job descriptions. Conducted performance management system review and conducted total compensation market survey.</p> <p>Washington Metropolitan Area Transit Authority. Supported labor negotiations by conducting total compensation survey of the Washington Metropolitan Statistical Area. Developed and testified before arbitration panel on cost per productive hour labor costing model.</p> <p>Mr. Bracken was previously employed by The Labor Bureau, Inc. an economics-consulting firm, where he conducted financial analysis and economic research in support of transportation unions' negotiations and interest arbitrations. He is a member of the International Personnel Management Association—Human Resources (IPMA-HR) and holds the Certified Compensation Professional (CCP) credential.</p>

	ROWAN MIRANDA FINANCIAL ANALYSIS TASK LEAD
<p>Accenture Tenure: 10 years</p> <p>Total Experience: 25 years</p> <p>Education: Ph.D. & M.A., Public Policy (Public Finance Concentration), University of Chicago B.Sc. Accounting, University of Illinois</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • Strategic Cost Reduction • Public Budgeting & Accounting • Organizational Restructuring 	<p>Mr. Miranda brings over 25 years of experience working on issues related to public financial management, strategic cost reduction, and organizational restructuring. He has held Budget Director and CFO roles in municipal government and most recently served as CFO/VP of Operations at the University of Chicago. Rowan brings extensive transportation experience having consulted for the NY MTA, Chicago Transit, Portland TriMet, SEPTA and Amtrak. He holds a Ph.D. in public policy analysis and has published on a broad range of topics including public budgeting, finance transformation, privatization, and ERP systems.</p> <p>Amtrak—CFO Capital Budgeting Workshop: Supported the Accenture team with a workshop for Amtrak’s new CFO to improve capital planning and execution processes.</p> <p>U.S. Department of Agriculture-FPAC Business Center: Work focused on helping establish the Farm Preservation and Conservation (FPAC) Business Center (FBC) that supported three large USDA agencies with \$25B+ operating budget. Overall scope involved consolidating 15+ administrative functions that would ultimately be transitioned to a new operating model.</p> <p>New York Metropolitan Transportation Authority—Backoffice Restructuring: Led Accenture’s team with a multi-year project related to planning and design of a Business Service Center (BSC) for Finance, HR, and Procurement, and IT. Engagement include business process reengineering, operating model development, service management processes, capacity/workload analysis and enabling technology assessment.</p> <p>State of Ohio—Operations Restructuring: Developed a current state assessment, future state operating model, business process analysis, benchmarking analysis for Finance, Procurement HR, and IT. Engagement included workload and capacity modelling, governance structure design, contact center, service catalog, and performance management.</p> <p>Southeastern Pennsylvania Transportation Authority (SEPTA)—ERP Systems Strategy & Selection: Engaged by SEPTA to develop a strategy to replace its financial and HR systems, including software and services selection.</p> <p>Chicago Transit Authority—Administrative Systems Strategy & Selection: Developed a strategy to modernize CTA’s administrative systems (Finance, HR, Procurement, Payroll, Asset Management, Timekeeping). Supported CTA with the selection of a new ERP system including software and services negotiations.</p> <p>U.S. General Services Administration—Finance Transformation: Work included developing a strategy for GSA CFO for operations, business processes, technology, and human capital. Project also included evaluating the operational efficiency and effectiveness of transaction processing centers in Fort Worth, TX and Kansas City, KS. Deliverables included business case development, process and policy analysis, benchmarking against private industry, and implementation roadmap development.</p>

	RYAN CALLISON TECHNOLOGY ANALYSIS TASK LEAD <p>Mr. Callison brings over 15 years of experience in management and technology consulting, digital & IT strategy development, sourcing, Independent Verification and Validation (IV&V) services, Business Process Improvement (BPI), and infrastructure consulting services. Prior to Accenture, Ryan worked with Gartner in the State & Local Government and Federal/Military consulting practices. Ryan has a passion for establishing trusted advisor relationships with senior client leaders that are leveraging technology and digital capabilities to transform how they operate and deliver services.</p>
<p>Accenture Tenure: 1 years</p> <p>Total Experience: 16 years</p> <p>Education: BS, Management Information Systems— University of Oklahoma</p> <p>Functional Experience:</p> <ul style="list-style-type: none"> • IT Strategy • IT Service Management • Business Process Improvement • Smart Cities • IT Assessments 	<p>United States Marine Corps: Developed a transformative future state and implementation roadmap for the client's global IT governance, IT operations, and IT support services. Defined the future state by assessing the client's IT governance, IT services, and operations, leveraging benchmarking and analytics capabilities.</p> <p>Austin Community College: Managed an initiative to develop an IT strategy for a Texas college, including an IT budget benchmark, an IT security assessment, a target state IT organization and governance model, an application modernization strategy and a solicitation for an ERP solution for finance, human resources, and student information services.</p> <p>Texas Department of Public Safety and Texas Workforce Commission: Developed IT strategic plans based on an evaluation of the current state, desired to-be attributes, and workshops with stakeholders to align priorities.</p> <p>Texas Department of Transportation: Performed executive coaching for the Senior Director of the IT Customer Relations Office. The role included providing strategic guidance related to the Service Desk, ITIL process improvement (incident, knowledge, problem, configuration, asset, business relationship management, service catalog, and service level management), desktop support, business relationship management, organizational change management, and sourcing.</p> <p>Other Clients: For multiple telecom and financial service companies, provided recommendations for improving ITIL processes, tools, service levels and IT organization design. For multiple clients in the Financial, Healthcare, and Defense Sectors — Analyzed optimization, resource consolidation, and virtualization opportunities. Engagements typically consisted of financial and technical analysis and recommendations, along with a comprehensive initiative roadmap.</p>

Subject Matter Advisor (SMA) Panel

Our SMAs bring deep experience in transportation, public service, change management and organizational transformation, and other operational domains relevant to DCTA's needs. These highly specialized advisors will support the internal team during the Assess Phase and are available to play a more active role in any implementation work subsequent to this phase. They comprise a small portion of the work effort in the assess phase—which allows us to keep project costs reasonable, but access point expertise given the breadth of the assessment effort. A brief description of each person's experience is included below with full resumes available on request.



Sidney Edmonds—Service SMA (Mobility)

Mr. Edmonds serves as the account lead in Accenture's Mobility practice and has experience leading projects that have involved a variety of domestic and international infrastructure, construction, engineering, transit, transportation, and rail projects including MTA, BART, MBTA, CNR, LA MetroLink, WMATA, and Gulf Coast Freight Rail District. His experience includes development and design of alternatives for various types of infrastructure projects, generation of cost estimates and construction management services for both

public agencies and private entities. Prior to his work with Accenture, Sid served as a project manager and a project engineer for multiple projects with the Harris County Flood Control District, Harris County Toll Road Authority, Harris County Public Works Department, and Port of Houston Authority. Sid holds a M.B.A. from The University of Houston, a B.S. in Civil Engineering from The University of Texas at Austin, is a Licensed Professional Engineer (PE) and a Leadership in Energy and Environmental Design (LEED) Accredited Professional.



John Gobis—Service SMA (General)

Mr. Gobis has served as a staff member to one of the largest transit agencies in North America, Dallas' DART, and has provided consulting support to some of the largest transportation agencies in North America, including the Toronto Transit Commission, Boston's MBTA, and New Jersey Transit. With decades of experience working in large urban areas, John has advised on multimodal services for commuter rail, light rail, heavy rail, commuter bus, local bus, paratransit and on-demand services. Additionally, he has deployed several advanced fare payment systems in Houston, Denver, Los Angeles, and Toronto. Similar to DCTA's challenge around managing increasing congestion within the area, John provided Los Angeles—perhaps the most severe traffic congestion in the country—with consulting support to expand the transit service program from one route to more than 50 routes, including a regional bus system and multiple neighborhood circulators.



Herb Higginbotham—Governance SMA

Mr. Higginbotham brings over 20 years of professional experience and thought leadership in transportation service and operations planning, capital projects, asset management, market analysis, fare management, and technology innovation with such transportation clients as: Denver Regional Transportation District, San Francisco Bay Area Rapid Transit District, Atlanta-Region Transit Link Authority, Sound Transit, and Metropolitan Transportation Commission. As an experienced and transformational leader, he works at the forefront of helping agencies prepare for the future of transportation, changes in public transit, and the evolution of smart mobility. He works frequently with transit executives and boards on topics related to organizational governance, change management, and new mobility solutions.



Jennifer Holmes—Change Management SMA

Ms. Holmes is an Austin-based Executive with Accenture's Public Service Consulting practice. She has more than 21 years of professional experience, spending the last 14 years working with Public Service clients developing strategic roadmaps, executing implementation plans, and leading and executing change management strategies including large-scale, transformational projects. She has extensive account management and project management experience over the last eight years engaging with senior-level leadership and providing customer relations and issue resolution for large scale, complex programs. Jennifer supported the Austin Mayor, City Council, City Manager, and executive team to create the City's first strategic plan in 20 years, including the development of resident-centered outcomes with accompanying metrics and strategies. She facilitated numerous cross-department working sessions. She is a certified Project Management Professional (PMP) who focuses on achieving business outcomes for the Texas government, higher education, and non-profit organizations.



Jesse Lund—Capital Infrastructure SMA

Mr. Lund draws on his 14 years of domestic and international experience helping clients improve their capital infrastructure programs across the asset lifecycle. Within transportation, Mr. Lund has analyzed high-speed rail loan applications to evaluate potential schedule delays and cost overruns, identifying risk factors and associated mitigation options. He recently concluded a research engagement to capture scheduling and risk management leading practices across state DOTs through a document review, nationwide

survey, phone interviews, and site visits. FHWA hosted an online webinar of the results and is in process of publishing the Technical Brief. He also assessed 3,600 km for a Middle Eastern country's roads program to guide the development of a long-term O&M plan with potential revenue generation schemes. Jesse holds a M.B.A. from Auburn University, a B.S. in Civil Engineering from the University of Virginia and holds both the Planning and Scheduling Professional (PSP) certification and Certified Cost Professional (CCP) through AACE International.

**Jesse Samberg—Operating Model SMA**

Mr. Samberg brings 30 years of experience at the New York Metropolitan Transportation Authority (MTA) with understanding of the operations, management, and workforce. He developed models for forecasting operating expenses (annual budget over \$17 billion) and provided feedback to MTA Operating agencies for negotiating changes to budgets. He also created a new shared service center to process administrative functions resulting in savings of \$25 million annually and implemented an agency-wide ERP for financial, HR, customer service, and document management platform. As a leader within MTA, Jesse motivated others to “get things done” by helping navigate complex organizations. During his tenure at the MTA, he implemented the most comprehensive shared services including project management, transformation, and change management. He is a strategic thinker and planner who sees the long-term in a changing economic environment as well as a technology expert who implements large-scale and innovative systems.

Note: If these individuals are not available at the time the project is scheduled to begin, we would provide personnel with comparable skills and experience.

3.0 Experience

Provide a list of the firm’s experience with like services to other similar clients, including those located within Texas. Describe the size and the type of project, scope of work, original budget and length of time to complete at least three (3) previous projects. List dates of service, email addresses and current phone number of clients’ representative(s) that can attest to the quality of services received.

Overview

Accenture will apply its deep experience in public sector transformation and transit agency service delivery innovation to DCTA’s unique circumstances and goals for this engagement. Our experience and way of working are built on three important experience pillars:

Leader in Innovation. Accenture is always looking ahead to anticipate what’s next and fostering a proactive culture. Accenture’s Innovation Architecture uses an innovation-led approach to help our clients develop and deliver transformative solutions, and to scale them faster and more effectively (Figure 7).



Figure 7: Accenture's Innovation Architecture

Industry-leading knowledge and experience in Process Optimization. Accenture is a global leader in business process redesign, with thought leadership documented in eight books and project experience demonstrated through 20+ years of delivering successful, large-scale business process transformation at leading organizations. We have helped several hundred clients execute modernization initiatives in both private and public sectors and have trained nearly 100,000 people in Lean Six Sigma, Business Process Management, and Lean Transformation concepts.

Industry-leading knowledge and experience in new, streamlined operating models. For more than 30 years, Accenture has been a leading implementer of new operating models, a reliable way to improve service and drive down costs. Since then, Accenture has implemented more than 1,500 integrated operating model solutions for clients of different sizes. As shown in Figure 8, Accenture has helped prominent commercial clients such as Marriott, Facebook, Nestlé, and Kellogg’s, as well as public sector agencies such as the New York MTA, the State of Ohio and the U.S. Department of Agriculture (USDA) improve administrative operations--including consolidating duplicative work and improving overall service levels.

Through these experiences, we bring the “client point of view,” which helps focus the recommendations and solutions we propose for the DCTA Agency Transformation Initiative in actionable, relevant terms.


































































Figure 8: Operating Model Transformation Clients (Illustrative)

We have assembled a team of partners—Cambridge Systematics and Segal -- who bring their own deep experience guiding equitable organizational strategies, developing new processes and organization structures and managing projects to achieve results that create meaningful outcomes for government organizations. Furthermore, our collective capabilities span the entire transformation lifecycle, from setting the vision, assessing the gaps, developing the plan and strategy to managing performance and change through effective implementation.


We completed projects for other clients that faced similar challenges to DCTA such as Amtrak, MBTA in Boston, BART in San Francisco, Exxon Mobil, and the Gauteng Department of Infrastructure Development (South Africa). Many of our clients operate with large capital budgets in asset intensive industries such as Public Works and Transportation, Mining, Oil and Gas, and Utilities. Although DCTA is a public agency, we believe that commercial best practices will resonate. We helped clients improve productivity and reduce costs on the end-to-end Asset Lifecycle, including: Capital Planning, Funds Management, Budgeting, Engineering, Construction, Operations, Maintenance through to disposal, including the supporting services. These are similar to many of the DCTA operational functions; there's much to be learned from our successes in driving out costs for other clients.

We look forward to serving as DCTA's trusted partner and have selected experiences that best demonstrate our team's ability to perform the work as described, highlighting the impacts of projects with clients comparable in size, scope, or nature to DCTA's Transformation Initiative. The following table provides a summary of our extensive experience providing transit-related services and enterprise transformations across our global network.

Listed below are our combined team experiences in the public sector and transportation space executing similar projects. Note: Experiences in bold text are described in more detail below.

Representative Experiences	 Service	 Governance	 Financial	 Technology
City of Austin, TX—Strategic Plan				
Travis County, TX—Strategic Plan				
Fulton County, TX—Strategic Plan				
TXDOT—Multiple Engagements				
DCTA (TX)—Classification & Compensation Assessment				
HCTRA (TX)—Classification & Compensation Assessment				
VIA Metropolitan Transit—General Planning Contracts				
VIA Metropolitan Transits—Vision 2040 Long Range Plan & Comprehensive Operations Analysis				
Capital Metro—Mobility Innovation Zones				
DART—2045 Transit System Plan				
Fairfax County, VA—Community-Driven Strategic Plan				
Sound Transit—Innovation & Technology Review				
MBTA—Capital Project & Investment Transformation				
MTA—Business Service Center/EAM Implementation				
Valley Metro—Capital Program Assessment & Strategy				
LA Metro—Asset Management Support Services				
BART—Enterprise Asset Management Best Practices				
Metrolinx Toronto—Multiple Engagements				
Norfolk Southern— Employee Experience Vision				
SNCF—Strategy and Organization of New Entity				

Selected Experiences

VALLEY METRO RAIL CAPITAL PROGRAM ASSESSMENT AND STRATEGY [Accenture] 			
Client Name:	Valley Metro Rail	Project Name:	Capability Assessment
Original Budget:	\$150k	Service Dates:	May—June 2019
Contact Name:	Jim Hillyard	Contact Title:	Chief Administrative Officer
Contact Email:	jhillyard@valleymetro.org	Contact Phone:	(602) 495-8234
Business Challenge & Objectives			
<p>Valley Metro is the regional public transportation agency providing transit services to residents of metro Phoenix. Services include regional bus, light rail and paratransit service to alternative commuter solutions. Valley Metro's core mission is to develop and operate a network of transit services to connect communities and enhance lives.</p> <p>Valley Metro achieved a successful launch and operation of its 20-mile light rail system in 2008, as well as a six-mile 2015-16 expansion. Looking ahead, however, Valley Metro's ambitious plans for continued growth include six additional light rail extensions to create a 66-mile system by 2034. With these ambitious growth plans Valley Metro faced the inevitable challenge of ensuring it expands the light rail operation without suffering a loss in customer satisfaction or a decrease in service quality.</p> <p>Accenture partnered with Valley Metro to conduct a high-level assessment of its Light Rail Capital Program operating model and organizational design to provide insights and recommendations on how it might prepare the organization and its processes, technologies and resources for expansion to deliver economic and efficient results.</p>			
How We Helped & Outcomes			
<p>We supported Valley Metro across three of DCTA's four focus areas—Governance, Finance, and Technology.</p> <p>Governance: We conducted a high-level assessment of the functionality and business processes of the Operations & Maintenance Center (OMC) and Capital and Service Development (CSD), considering industry standards, leading practices, and business imperatives. The client sought to identify opportunities within its organization, business processes, and select policies. As part of the analysis, we benchmarked Valley Metro's capabilities against a peer group and assessed the effect of potential improvements on plan to expand OMC for maintenance of additional light rail cars. We also co-developed a ranking system with Valley Metro using several criteria: potential quick wins, value to the Valley Metro, risks, priorities, and constraints. Our recommendations leveraged insights on Valley Metro's resources, governance, and processes that could be optimized to maximize efficiency and foster strategic innovation. We utilized Accenture's Asset Management Assessment tools to surface ways operations could best align to strategic objectives.</p> <p>Finance: We utilized Accenture Capital Project Assessment tools to provide recommendations on how Valley Metro CSD could best position itself to execute its Capital Improvement Plans and improve its Enterprise Asset Management capabilities. Part of the discovery focused on increasing the coordination of "Back-Office" support services (like Finance) and alignment with the project delivery lifecycle.</p> <p>Technology: Our assessment informed recommendations regarding ways Valley Metro could leverage technology tools to drive digital and innovative experiences to drive stronger operational outcomes. These included a strategic roadmap to replace the existing ERP system, and to enhance Asset Management cost-effectiveness through integration of Enterprise Asset Management (EAM) and Capital Project Portfolio Management tools. Part of the review looked at maturing the maintenance functions which typically leads back to technologies as topics like risk-based inspection, drones and IoT sensors, predictive maintenance, and digital twin are discussed.</p>			
Why Relevant to DCTA			
<p>Like DCTA's numerous changes over the past year, Valley Metro also experienced multiple disruptions (e.g. market, technology and political). As a result, there were modest pockets of process improvement but a holistic,</p>			

transformation strategy did not exist. Furthermore, Valley Metro was also looking to expand its operations, so it was “evaluating the now” to plan for the future as it looked at capacity of its system and capabilities of its people. It will be important to take the same forward-looking view with DCTA’s operations given the regional growth and expansion plans at various stages of development (e.g. Veloweb shared-use paths, connection to DART’s Cotton Belt line, any of the proposed Regional Express Corridor plans, downtown weekend trolley service, and so on).

We also worked with Valley Metro to develop a relevant scoring methodology which increased stakeholders buy-in to the process and avoided arbitrary grades. This solution was tailored to Valley Metro and not something we fit within any existing frameworks. While the grading was custom, our Capital Project Assessment tool did help to clarify the capital planning process and help determine how best to allocate funds based on the potential projects.

MASSACHUSETTS BAY TRANSIT AUTHORITY (MBTA)

CAPITAL PROJECT & INVESTMENT TRANSFORMATION [Accenture]



Client Name:	Massachusetts Bay Transit Authority (MBTA)	Project Name:	Capital Projects Management Transformation
Original Budget:	\$3M	Service Dates:	Nov 2017—Ongoing
Contact Name:	Joanna Aalto	Contact Title:	Assistant General Manager for Capital Program Oversight
Contact Email:	jaalto@mbta.com	Contact Phone:	(617) 222-5178

Business Challenge and Objectives

Each weekday, MBTA moves 1.3M passengers across a 200 square mile public infrastructure system via heavy rail, light rail, commuter rail, buses, ferries and paratransit. Operational performance is constrained because of long neglected and aged infrastructure. Through an aggressive \$8.2B, 5 Year Capital Investment Plan, the MBTA aims to accelerate capital spending, the pace of project execution, and improvement to a “state of good repair”.

The capacity to execute the ambitious Capital Investment Plan was constrained due to lack of visibility, siloed and redundant business functions, inefficient processes, outdated systems and limited resource capacity. Recognizing the need for improvement to their capital project management systems to enable and manage accelerated spending and project delivery, MBTA retained Accenture to help them execute a transformation initiative.

How We Helped & Outcomes

We supported MBTA across three of DCTA’s four focus areas—**Governance, Finance, and Technology**.

Governance: Providing strategic support and business optimization services for MBTA, we focused on bringing in best practices and thought leadership to decrease the overall capital planning lifecycle and increase visibility to asset management functions. The team first facilitated strategic planning exercises to define clearer organizational purpose and goals. Then using this output, the team focused on organizational change management activities to improve operations, reduce redundancies and streamline decisions within the governance framework and controls. Part of this led to a reengineering of business processes to automate manual processes within an electronic workflow. Since the processes are supported by people, the team also identified opportunities to right-size the workforce roles and responsibilities in order to promote greater information sharing that ultimately led to improved management decisions.

Finance: As part of the technology legacy management system assessment (noted below), leading financial, risk, and operational leading practices were outlined. The system implemented sought to strengthen financial controls by moving many manual processes into electronic workflow processes that increase efficiency, manage accountability, and improve transparency. The delivered solution managed and provided reporting on several pieces of capital improvement project information, including, but not limited to; budget, cost, schedule, spend, and

forecast. As a result, these automated functions greatly improved the financial traceability and auditability of project planning and management decisions. We also performed an extensive BPR project on their ERP systems.

Technology: We started with an analysis of legacy management systems to determine gaps and needs across the primary users. This assessment resulted in a documentation of existing systems and processes, outlining industry leading financial, risk, and operational leading practices, and implementation of recommended improvements for future state. After which, we implemented a Project Management Information System (PMIS) for project budget, funding, contract and expenditure management. Integration of this new system was based on principles that significantly improved information sharing and facilitation, standardized data capture, documentation, and reporting. Part of this effort also included an enterprise scheduling analysis tool and integration prototype for the PMIS and ERP (PeopleSoft) systems.

Additionally, the team created an enterprise-wide information and data management repository to clean-up, normalize, and convert data as well as develop intuitive and repeatable management reports. The improved data structure and quality, reporting processes, KPI definitions and dashboard designs improved and accelerated decision making and transparency.

Why It's Relevant to DCTA

Many of the activities performed and listed above resonate with DCTA's FY20 Strategic Goals for example:

- Leverage available industry technology to enhance the customer service and data collection processes
- Provide accurate and reliable revenue and expenditure forecast and maintain budget practices that ensure sustainability and continuity of programs and services

DCTA recognizes the relationship between **Governance**, **Finance**, and **Technology** when evaluating internal operations. A balance must exist when attracting and retaining the right talent, empowering the workforce through training and enabling technologies, and providing the framework—without the restriction—of a structure that support individuals ability to do their jobs and make the right decisions for the organization. Ultimately, the balance of these internal functions can have a direct correlation with operational (e.g., **Service**) performance.

METROPOLITAN TRANSPORTATION AUTHORITY (MTA) BUSINESS SERVICE CENTER (BSC) TRANSFORMATION [Accenture]



Client:	Metropolitan Transportation Authority (MTA)	Project:	Business Service Center (BSC) Transformation & Enterprise Asset Management (EAM)
Original Budget:	\$120M	Service Dates:	BSC: Mar 2009—Mar 2013; EAM: Project On-Going
Contact Name:	Wael Hibri	Contact Title:	Deputy Chief Transformation Officer
Contact Email:	wahibri@mtahq.org	Contact Phone:	(212) 878-7115

Business Challenge and Objectives

The Metropolitan Transportation Authority (MTA), North America's largest transportation network, consisted of eight agencies, each of which maintained its own human resources (HR) and finance systems and administrative staff. The MTA is made up of numerous divisions located throughout the NYC area and carries out planning and other responsibilities both directly and through its subsidiaries and affiliates (e.g., Long Island Railroad, Bridges & Tunnels, NYC Transit) and oversees subordinate agencies. Its numerous agencies differ in size, complexity, operating characteristics, and geography. The MTA employs 74,000 people and had an annual operating budget in 2019 of \$17 billion. It includes 736 rail and subway stations and nearly 3,000 bus route miles.

MTA sought to reduce fragmentation of its backoffice functions and gain economies of scale as well as improve service through a consolidation strategy. Objectives of this transformation project included the following:

- Design, implement, and launch a Business Service Center (BSC) based on a shared services model to support finance, HR, procurement and IT functions
- Implement a single ERP system—consolidating the multiple agency specific systems
- Streamline business processes, including expanding use of automation, workflow, and self-service
- Reduce operating expenses and improve consistency across the various MTA agencies
- Establish a high-performance enterprise Shared Service Center that combines the efficiencies of centralization with excellent customer service delivery
- Implement an enterprise portal to support all HR and financial functions across external and internal applicants, vendors, self-service employees, retirees, and core users.

How We Helped & Outcomes

We supported MTA across three of DCTA's four focus areas—**Governance, Finance, and Technology**.

Governance: We worked with the MTA to reengineer its finance, HR, and procurement business processes. Through the business process design, we identified opportunities for improvement and implemented more efficient processes supported by automated approvals and self-service technologies. In designing the “to-be” organization, we provided capacity assessment, organizational design, roles and responsibilities definition, training, procedures, and job aid development to support knowledge transition plans. There is a strong governance body that reviews performance and recommends new opportunities.

Finance: We worked with the MTA to create a shared services organization, supported by a robust service management framework, as well as establish the procedures and support tools for a call center and portal. This resulted in efficiencies through the consolidation of technologies across the organization and reduced labor savings of 30% across HR and Finance functions.

Most importantly, we phased in services corresponding to the major functions (e.g., Financial Management, Purchasing, Inventory, and Human Resources/ Payroll) without disruption to MTA services. We worked with the MTA to gather and implement eligibility rules and standard processes to provide benefits for more than 74,000 active employees and more than 50,000 retirees. Ongoing cost savings is a part of a continuous improvement culture.

Technology: We completed an enterprise-wide assessment, selection, design, and implementation to support all HR and Finance functions across external and internal applicants, vendors, self-service employees, retirees, and core users. We then implemented an integrated PeopleSoft Financial and HR systems, providing a comprehensive approach for implementing a Business Service Center (BSC) and a consolidated PeopleSoft ERP system for financial and HR management. This represented a consolidation of PeopleSoft technologies onto a single instance. By consolidating these functions into a BSC and centralized ERP system, the MTA reduced its operating costs, increased efficiency, and retired dozens of legacy application systems.

Why It's Relevant to DCTA

DCTA already entered into a reciprocal fare agreement with Trinity Metro and continues to look for interlocal agreement opportunities to reduce operating expenses (e.g., **Finance**) while maintaining performance standards (e.g., **Service**). As DCTA looks to expand its service, particularly with the planned Regional Express Corridors, there likely exists further opportunities to identify possible shared services to manage and minimize costs, including sharing technology and potentially business operations.

Similarly, there exists an opportunity to explore shared services options with the recently established North Texas Mobility Corporation (NTMC) that could support organizational functions (e.g., **Governance**) of both entities.

VIA METROPOLITAN TRANSIT (VIA) GENERAL PLANNING CONTRACTS [Cambridge Systematics]



Client:	VIA Metropolitan Transit (VIA)	Project:	General Planning Contracts
Original Budget:	\$5M	Service Dates:	2014—Ongoing
Contact Name:	Art Herrera	Contact Title:	Manager of Strategic Planning
Contact Email:	arturo.herrera@viainfo.net	Contact Phone:	(210) 299-5800

Business Challenge and Objectives

VIA Metropolitan Transit provides regional multimodal transportation options including bus service, paratransit service, vanpool service, special event park & ride service, and VIA Primo bus rapid transit over 1,000+ square miles serving San Antonio and its surrounding municipalities. With over 36 million passenger trips and nearly 100 routes—VIA aims to connect its communities to opportunity and enhance the quality of life throughout the region.

Every five years, VIA updates its Long-Range Comprehensive Transportation Plan (LRCTP) to realign and prioritize its transit investments to coincide with other regional projects and priorities. For VIA, Cambridge Systematics (CS) has served in the following capacities:

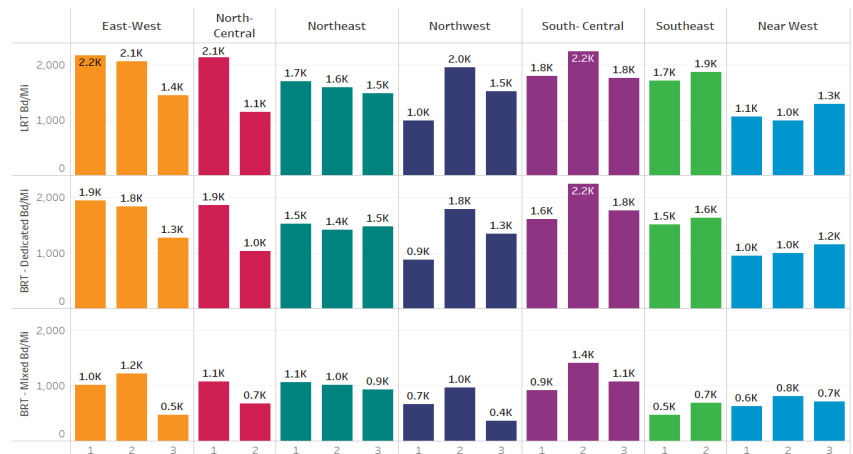
- Prime consultant on the Vision 2040 Long Range Plan;
- Prime consultant on VIA's ongoing Rapid Transit Corridor studies; and
- Key subconsultant on the Comprehensive Operations Analysis.

Deliverables included technical reports, demand and ridership modeling, public outreach materials, executive summaries and board presentations, and general transit planning.

How We Helped & Outcomes

Cambridge supported VIA across two of DCTA's four focus areas—**Service** and **Finance**.

Service: We brought both deep knowledge of metropolitan transit planning and strong technical background to bear through multiple contracts and task orders. By developing strong relationships with VIA staff and peer agencies, we have provided nuanced and insightful input into the transit planning process, developing a great deal of organizational trust in the process. Our work primarily focused on transit planning and modeling, helping to develop a comprehensive “vision network”.



Finance: We conducted extensive financial projections to support funding need calculations as well as cost-of-service projections, critical to sustain a dynamic operating model.

Why Relevant to DCTA

Each plan includes extensive analysis of the role of transportation network companies (TNCs) and similar ride-hailing services, rapid transit corridors, and fixed-route bus services as part of a comprehensive network of transportation solutions. In the context of identifying alternative solution for low-productivity transit routes, CS mapped and modeled TNC fares against the latent travel demand from the areas served by the lines, showing that

even heavily-subsidized TNC fares could be competitive against fixed-route bus service while augmenting the agency's existing transit investments. Understanding the long-term fiscal impacts of different modal technologies—from demand response to light rail—has provided VIA with the organizational to develop a cohesive and implementable long-term transit vision.

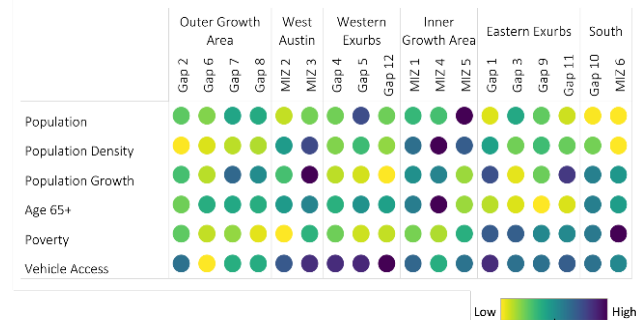
CAPITAL METRO MOBILITY INNOVATION ZONES [Cambridge Systematics]



Client:	Capital Metro	Project:	Mobility Innovation Zones
Original Budget:	\$140K	Service Dates:	Jan 2018—June 2018
Contact Name:	Todd Hemingson	Contact Title:	VP Planning & Development [now at HDR]
Contact Email:	todd.hemingson@capmetro.org	Contact Phone:	(512) 369-6036

Business Challenge & Objectives

Cambridge Systematics performed a market and travel behavior analysis of greater Austin areas either not served or not well-served by traditional fixed-route transit. The team identified zones appropriate for a shared mobility pilot project and provided a methodology for expansion of future shared mobility projects.



The project considered different service delivery options and a detailed examination of travel behavior in the pilot area, pairing the characteristics of the mobility solutions with the travel behavior within that zone. We analyzed the travel data to parse out different behaviors that could match the most appropriate mobility solution. This toolbox has supported Capital Metro's expansion of their on-demand services around the region.

How We Helped & Outcomes

We supported Capital Metro across two of DCTA's four focus areas—**Service and Technology**.

Service: We helped to develop both demographic and travel pattern analysis to support both identification of where zone pilots would be placed, and the policy structure required to support those programs. We conducted extensive trip behavior analysis, including cell phone geolocation data and travel demand modeling; these data were synthesized with a pre/post service change analysis to determine the areas of greatest need and identify demand-response travel options to support those neighborhoods.

Technology: We also helped develop technological needs assessment to support implementation of the mobility innovation project. By identifying peer best practices around the country contextualized with Capital Metro's existing partnerships, we were able to present a menu of pilot programs that represented efficient, equitable, and effective mobility options.

Why Relevant to DCTA

Capital Metro's early involvement in the development of innovative mobility partnerships has given us experience with a wide range of provider models, from in-house demand response staff to TNC partnerships. Combining demand response service with a fixed-route network—whether commute, medical, first mile/last mile, or in another form—requires a nuanced understanding of the pros and cons of each service model.

4.0 Project Proposed Approach

Provide an outline of your general plan, approach and qualification to engage in a professional relationship with DCTA.

Our Understanding

DCTA has already had a year of notable and positive organizational change (legislative amendment to board composition, board structure, and executive leadership) as well as service change (permanently reducing local fares, awarding MaaS contract, completing PTC testing, and most recently transitioning the Highland Village Connect Shuttle to discounted Lyft program). DCTA has also defined a clear, citizen-focused vision outlining its commitment to improving mobility, air quality, economic development and livability in North Texas through the implementation of core values that prioritize safety, accountability, commitment, excellence, integrity and respect—allowing DCTA to advance mobility alternatives in North Texas. DCTA now seeks to capitalize on this momentum and solidify the culture of change to envision a future which addresses the evolving landscape of transit, expand into the right markets and services, and meet customer needs ultimately improving the quality of life for residents in the Denton, Highland Village, Lewisville, and other communities in its service area.

DCTA's decision to develop an Agency Transformation Plan is timely. Not only is it an opportune time to tackle an assessment of services and associated costs, changes in the ambient environment due to COVID-19 are likely to have enduring impacts (e.g., ridership levels, funding sources, citizen expectations). Transformation of public agencies is a complicated and difficult task that requires both careful planning and thoughtful implementation. Based on our experience, there are many important questions that must be answered during any successful change effort. These include, but are not limited to:

- **Strategic Intent:** How does the current organization structure align with strategic priorities of the Board? What can be done to improve that alignment? What are the most important guiding principles in designing a new structure? What is the overall vision for a future DCTA operating model?
- **Core Operations:** What are the common services that can be standardized across DCTA to reduce duplication and overlap? What are the optimal spans and layers to balance the agility needed to serve customers and achieve operational efficiency?
- **Governance and Structure:** Are there ways to reduce silos and improve collaboration across DCTA? What are the service levels, performance, and operational metrics for each service?
- **Processes and Technology:** How can we simplify processes, reduce costs, streamline cross-departmental coordination, reduce decision-cycle times, and improve citizen-service and mission readiness? How does the current organization support these objectives?
- **People and Culture:** What is the impact of the new organization structure on the workforce? How do we best leverage existing resources? What cultural changes should be addressed?

To help answer these questions, Accenture utilizes the FORM methodology (described in greater detail below and in the Timeline Section 5.0) in a holistic way to decompose the organizational structures and interdependencies. After establishing a fact base related to the current organization structure, we compare that against DCTA's strategic intent and customer service aspirations. Next, the team looks at how the services are provided for core operations—who executes the service, with what technology and processes—and from an organizational lens –strategic alignment,

governance, culture, and structure. Finally, our approach examines the use of a continuous improvement process loop to monitor performance and the capacity to evolve services. Using this approach, the team gains a holistic understanding of each potential service offering, which is then used to assess redundancies, identify opportunities for improvement, and baseline service gaps where a restructuring of organizational units may be beneficial.

In our experience transformation involves change to organizational structures, processes, people and technology all at the same time. Elements of transformation include:

- Processes reengineered based on leading industry practices
- Services designed from the user’s point of view (user-centered design)
- Systems modified or modernized to enable the newly designed processes
- People with the enhanced skills, capabilities, and competencies to be productive and successful
- Organizational DNA that fosters performance rather than control—allowing the people, processes, and technology to achieve their full potential

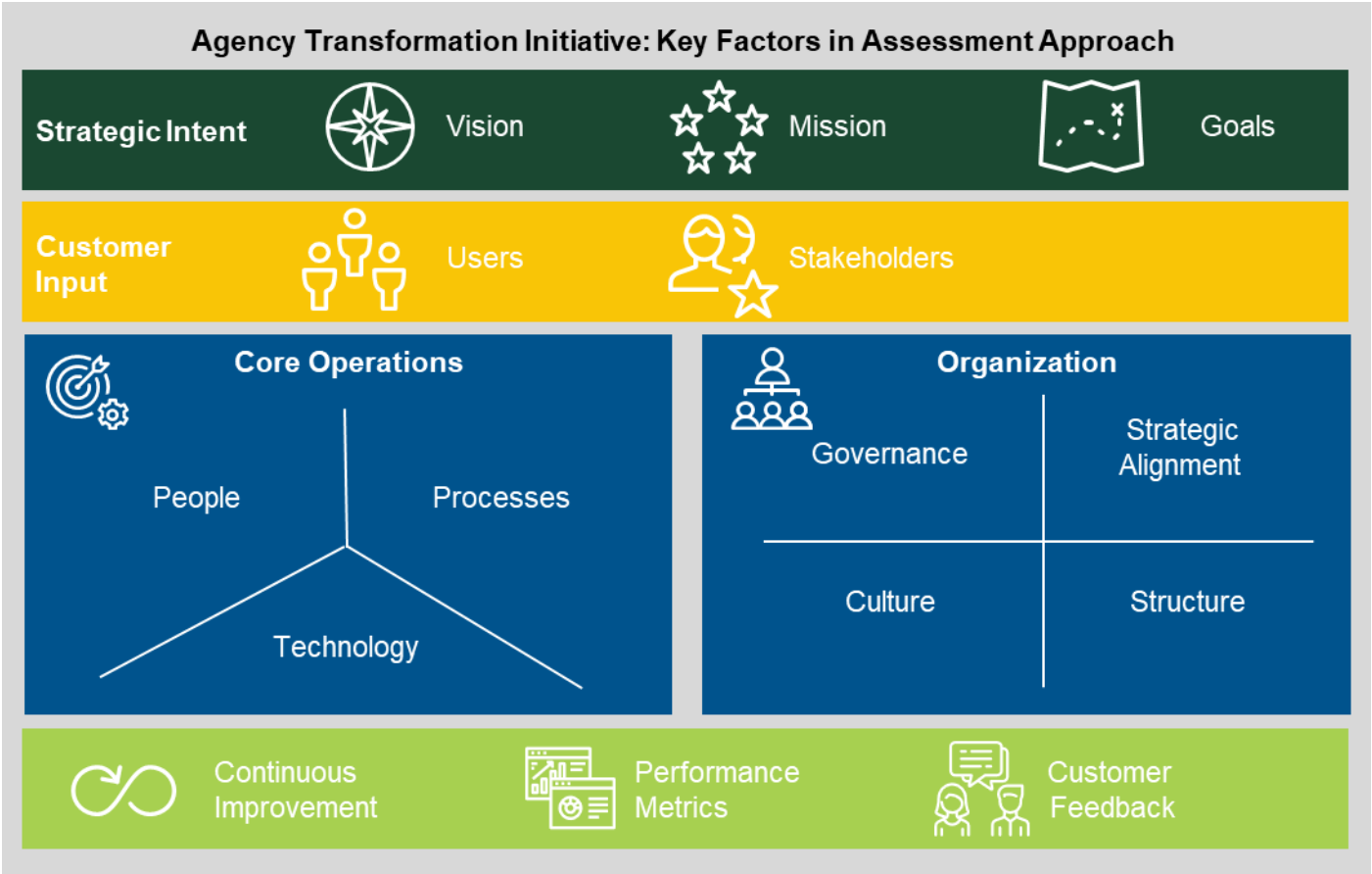


Figure 9: Accenture’s Assessment of DCTA Operations Relies on a Holistic Approach

While our immediate scope is focused on assessing the four major task areas, we will examine these factors in our approach and workplan for DCTA.

Approach

Our approach is underpinned by Accenture's proprietary FORM consulting methodology. FORM is a five-phased approach that encompasses the full lifecycle of strategy development to implementation and measurement. FORM allows us to unlock trapped value, uncover opportunities for improvement, and unleash innovation. It brings a keen focus on value creation and insights driven by data, always putting the user experience at the heart. FORM puts the end users at the heart of the assessment and design activities. It means that they are instrumental to the visioning process and our experience tell us that this accelerates buy-in, increases ownership, and maximizes the commitment to change. Accenture will work closely with our DCTA counterparts to assess opportunities to enhance efficiency and effectiveness and prioritize a cohesive set of initiatives to comprise the transformation plan.

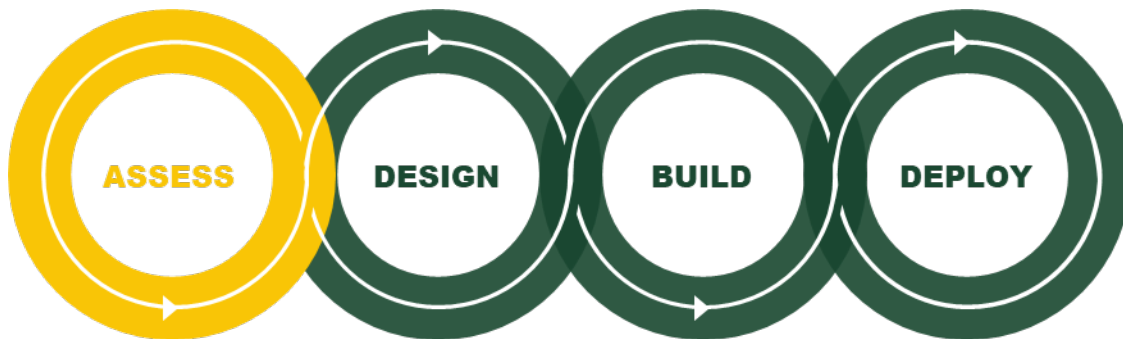


Figure 10: Accenture's Methodology for Organizational Transformation

As it pertains to this proposal, the base work encompasses the Assess phase of our methodology. The Assess phase is focused on producing the Transformation Plan and has a duration of 12 weeks. DCTA will be prepared to begin implementation immediately by moving into the Design phase.

This tested methodology is constructed to help DCTA achieve program objectives in a structured, logical fashion. It introduces new opportunities to deliver improved customer experience, economic value, and data driven insights. This methodology has been applied and refined at some of the most complex organizations in the world, with access to leading practices from the commercial sector, experienced practitioners, market-leading tools, and field-tested accelerators. The methodology is further sharpened for DCTA by our nearly three decades of experience working in the public transportation space.

As discussed earlier, Accenture has hand-selected a seasoned team with a collective understanding of public transportation and DCTA's challenges, a fresh perspective, and experience in organizational assessment, design, and implementation. This senior team has the appropriate mix of skills and cultural fit—pragmatic, open, and collaborative—to ensure the success of this initiative.

Accenture's extensive experience across complex organizations has taught us that assessing and establishing transformation plans is a collaborative journey requiring thoughtful engagement with all levels of an organization including its customers. Accenture's approach for DCTA applies lessons from our prior experience and tailors solutions based on the agency's specific needs. We have learned that organizations that pursue transformation fail to achieve their stated goals when feedback across the organization is not solicited or is ignored.

Accenture's methodology and approach are built to avoid these traps. Our approach is based on real-world experience helping our clients develop new operating models in nearly every sector of the economy and around the

world. We have incorporated these experiences into our approach for DCTA from standing up and/or running mission support functions for some of the most prominent and complex institutions in the world (e.g., Apple, Google, Microsoft, Marriott, U.S. Department of Commerce, and many state and local governments). We bring a tested methodology that contains four elements critical to success:

- (1) **Employee and Customer-Centered Design:** We are thoughtful about the impacts of transformational change on employees and customers, utilizing a process that taps into their knowledge and energy to drive change.
- (2) **Effective Change Management:** We will document considerations to increase the chances that staff embrace change and adopt a culture oriented toward efficiency and customer service.
- (3) **Data-Driven Decisions:** We leverage a fact-based, data-driven approach to crystallize issues and guide difficult decisions.
- (4) **Utilization of Leading Practice Business Process Model:** We also bring a toolkit that serves as a repository of leading practice processes and prior client experiences to accelerate the path to developing a sustainable future state operating model for DCTA.

Assessment Description by Functional Area

Category 1—Service Analysis & Recommendations



The Service Analysis Task will follow a two-phased approach designed to equip DCTA staff information to support decision making early in the process. First, the team will develop a comprehensive transit service evaluation based on existing and readily available data to provide a “snapshot” of the effectiveness of DCTA’s services. Second, the team will provide an integrated, outcome-oriented set of recommendations

linking the four focus areas: transit service, organizational structure, fiscal policy, and technology to ensure a sustainable future.

To understand existing transit service, we will identify factors reflecting both the consumer experience, for riders and nonriders alike, and the DCTA’s ability to provide service. We understand which factors make transit competitive and will identify where consumers are (or are not) presented with competitive and useful transportation options. By understanding DCTA’s vision and priorities, we can provide insights into the customer experience and the agency’s ability to deliver to lay a foundation for effective organizational change.

We will provide individual ratings—as required in the RFP—to the enumerated individual factors affecting train, bus, and mobility operations. In each case, we will use both industry-standard references (e.g. Transit Capacity and Quality of Service Manual, NACTO guides, and Federal Transit Administration guidance) and local context (e.g. City of Denton Strategic Measures, DCTA performance metrics, comparison with regional peers).

While performance ratings allow for an “apples to apples” comparison, it is critical to remember transit services are multi-dimensional and extend beyond operational efficiency. The socioeconomic impact of transit cannot be overlooked and must be incorporated into the analysis as it relates to how communities are serviced and connected within and across their boundaries. We intend to develop a rubric that grades the operational performance against these other factors, following discussion and agreement with DCTA stakeholders.

DCTA’s transit service can be understood within three broad and related focus areas. **Coverage and Network** represents the agency’s use and allocation of resources from a geographic perspective; understanding where

services are available relative to the people and businesses forms the foundation of this analysis. These factors can be examined both by base coverage (i.e. service at the origin and destination) and by trip coverage (i.e. service connecting specific origins and destinations). This represents largely internal decision-making processes.

While an agency's coverage and network represent its aspirations, **Schedule & System** represents how well the agency provides services to meet those goals in the context in which they exist. Frequency, reliability, on-time performance measure both the agency's ability to put service on the ground and predictability in doing so.

Finally, understanding the **Customer Experience** requires an understanding of how the agency interacts with the customer. Communication, perception, safety, and reliability all have a dramatic influence on who chooses to—or not to—use transit.

Each of these factors can be understood as a policy question coupled with the metrics or analysis needed to answer as seen in the table below. We plan to work closely with DCTA to access the right data and have identified potential sources to help accelerate this process in advance of project kickoff.

Focus	Factor	Policy Question	Potential Metrics	Potential Sources
Coverage & Network	Density	Does the system provide appropriate ("right-sized") levels of transit and mobility access across its area?	Persons, households, employees per acre/net acre	American Community Survey, NCTCOG travel demand model
	Inclusivity	Does the system provide an appropriate level of access to all members of the public?	Customer accessibility	American Community Survey, DCTA Schedules
	Service Coverage	Does the system provide an appropriate level of access to demographics of concern, including those covered by Title VI?	Demographically-weighted customer accessibility	American Community Survey, DCTA Schedules
	Activity	Does the system provide end-to-end service that matches up with customer travel patterns?	Key destination coverage, origin–destination pairs by trip purpose, transfer analysis	NCTCOG travel demand model
	Connectivity	Does the system provide convenient interfaces with neighboring transit agencies and multimodal facilities?	Co-location of transit facilities with key transit and multimodal infrastructure	Local GIS data
	Efficiency	Do routes avoid unnecessary deviations? Are operating and maintenance costs in line with industry standards?	Qualitative review of routes and schedules; boarding per unit service delivery, operating and maintenance cost per trip	DCTA Schedules (GTFS), DCTA performance data, National Transit Database (NTD)
Schedule & System	Travel Time	Does the system provide competitive travel options to other modes?	Transit–driving travel time differential	DCTA Schedules (GTFS), drive time analysis
	Frequency	Do services arrive frequently enough to promote ridership?	Headway analysis	DCTA Schedules (GTFS)
	Reliability	Does the system adhere to schedules closely enough to allow customers to travel and transfer reliably?	On-time performance, observed, headway variability, service delivery	DCTA Automatic Vehicle Location (AVL) data

Focus	Factor	Policy Question	Potential Metrics	Potential Sources
Customer Experience	Walkability	Can pedestrians access the system safely and conveniently?	Coverage of population using pedestrian-accessible network analysis	ESRI pedestrian network
	Convenience	Does the system provide access when and where customers need it?	Customer-oriented coverage analysis, qualitative analysis of service span	DCTA Schedules (GTFS)
	Legibility	Can customers use the website, schedules, signage, and other agency communications effectively?	Qualitative User experience (UX) review of website, mapping, schedule, and communications materials	DCTA website and communications materials
	Conditions	Does stop and station infrastructure provide customers with safe and clean access to the system?	Infrastructure status and standards analysis	DCTA Infrastructure data
	Perception	Do customers have positive experiences using the system? Are they given adequate opportunity to provide feedback?	Qualitative review of customer satisfaction surveys, sentiment analysis of social media posts, qualitative review of customer engagement protocols	DCTA surveys and engagement protocols
Cross-sectional Performance	Financial	Are fare rules easily understood and competitive?	Qualitative review of fare structure	Accenture / DCTA
	Organization	Do operators/supervisors have the tools and information needed to function? Are roles & responsibilities replicated in other organizations?	Qualitative review of organizational structure and protocol	Accenture / DCTA
	Technological	Is data collected and used effectively? Can employees communicate easily? Do customers have access to planning and payment options that make their travel easier	Qualitative review of technology use	Accenture / DCTA

In the second phase, we will provide DCTA recommendations aligned with the goal of improving mobility solutions across DCTA's service area. In many areas, this will be an exercise in "right-sizing" both service levels and modes, using both fixed-route services and innovative mobility options (as well as contracted and directly-operated service) to increase ridership and quality of customer service while balancing per-trip and per-route costs and revenues. An understanding of the relationship between service, revenue, and cost at both the agency and municipal level will help balance these factors across an extremely heterogeneous region. Our work with the Capital Area Rural Transportation Service (CARTS) helped to understand the need and potential for right-sized transit and shared mobility for areas ranging from farmland to rapidly growing ex-urban corridors.

Like many public agencies, transit is responsible for meeting the complex and varied needs of their customers while operating with limited resources. We will map the relationships and tradeoffs between each factor, empowering decision-makers to make service and organization changes to meet agency goals without unintended consequences. This will be especially important as it relates to growth and expansion opportunities such as extending north to the Texas Woman's University and the possible shuttle connection between MedPark A-train station and University of

North Texas. Our experience in Tucson, AZ helped the Pima Association of Governments (PAG) decide between a variety of service scenarios, ranging from commuter-oriented jobs access programs to infrastructure investments for economic development along urban corridors.

DCTA's wide range of services—from commuter rail, to student-oriented campus services, to on-demand partnerships with ride-hailing providers—will be assessed through the identification of peers, role models, and areas of potential innovation. We will identify areas of strength and weaknesses locally and discover proven service models from around the nation. DCTA's service trajectory provides an opportunity to develop a fully integrated, multiproduct shared mobility option that meets customer demand for versatile and flexible transit service.

With that said, in some cases specific routes or services may be recommended for reduction or elimination; cost-effective areas of expansion will be considered for underserved or growing areas—like DCTA's recent decision to transform the Highland Village Connect shuttle service to a Lyft discount service. Our experience in Austin, TX provided a nuanced evaluation of service options for areas with reduced fixed-route service, resulting in a highly successful—and recently expanded—demand-response program designed to meet the needs of neighborhoods for whom fixed-route service had proved inefficient.

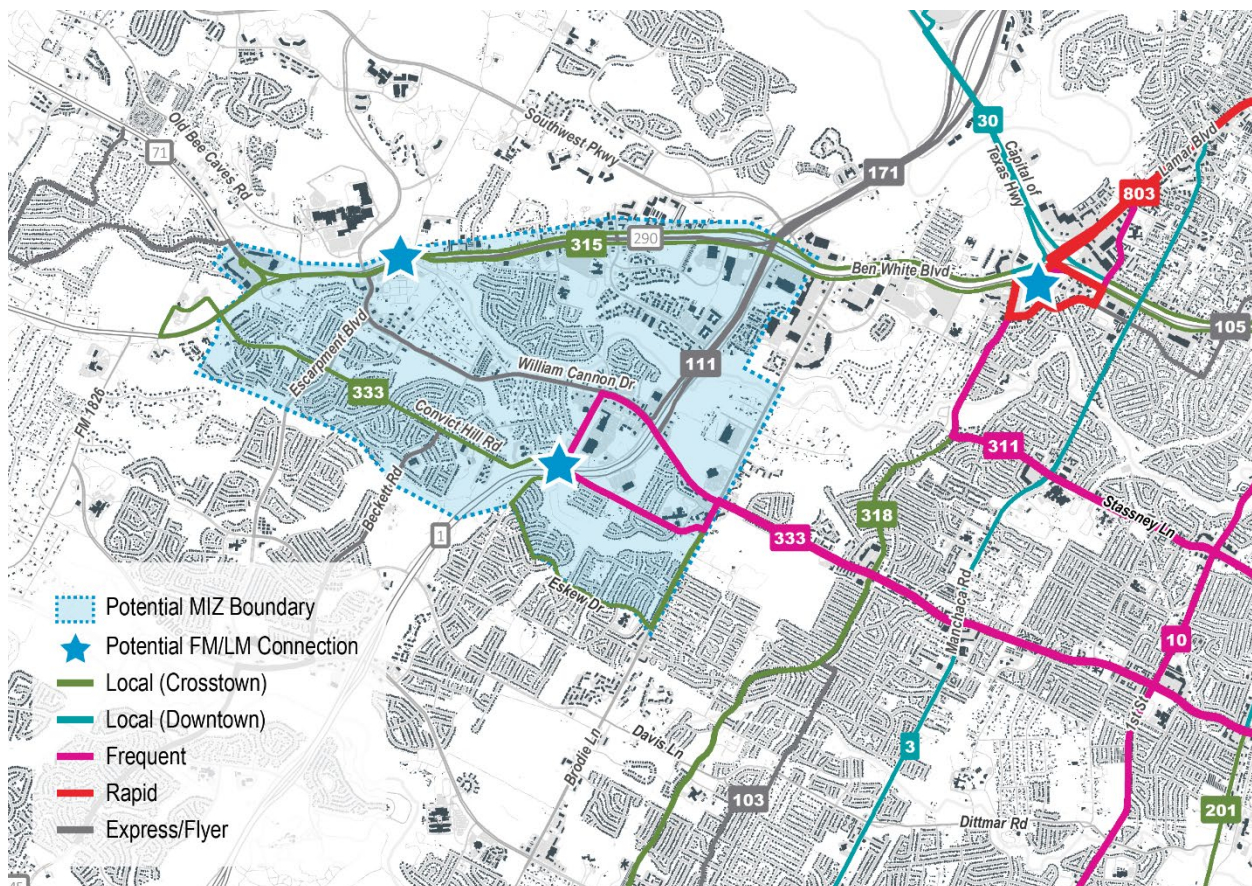


Figure 11: Mobility Innovation Zone (MIZ) Recommendations (Capital Metro)

A “menu” of transportation options and modal recommendations with information on technology, capital and operating costs, impacts of direct or contracted operation, and anticipated per-trip subsidy will form a key deliverable. The use of best-practice graphic communication and data visualization in these products ensures DCTA

will have resources to use in public meetings, stakeholder communications. In designing VIA Metropolitan Transit's Vision 2040 Long Range Plan, we provided graphics to find relevant uses long after the original plan was published.

Recommendations will be tied to performance metrics; where possible, the analysis from phase one will be used to provide historic context to concrete performance goals. Cross-cutting recommendations across the four areas of analysis (service, governance, financial and technology) will form an integrated set of next steps for implementation.

Category 2—Governance Analysis & Recommendations



Accenture will begin this area of work with a set of individual and group stakeholder interviews as specified by the DCTA team. We will organize the meetings around common topic areas and may combine some of the audiences to promote maximum engagement. The goal of the interviews is to gain qualitative insights into strengths, weaknesses, opportunities and threats as it relates to governance.

We have also engaged partner with Segal, a leading HR consultancy that provides a full range of health, retirement, and compensation services in key markets including public transportation. Segal has conducted two prior projects for Denton County Transportation Authority (DCTA) including a classification analysis and compensation assessment of DCTA's base pay and benefits offerings for all employees. Segal's most recent study was conducted in 2019 and we think that for this project we can leverage much of that prior work in this study.

Segal's prior studies with DCTA included the following tasks:

- Developed a customized total compensation market survey with 42 benchmark jobs distributed to ten (10) public sector peer employers, as well as the use of published sources to represent the private sector
- Analyzed the prevalence and cost-sharing arrangements for medical coverage, supplemental benefits, and retirement plans among the surveyed employers
- Determined DCTA's competitive market position for total compensation
- Developed pay structure and pay schedules for all jobs included in the study and recommended grade placement for all titles
- Estimated the cost of implementing the recommended pay schedules and placement of each employee within the new pay ranges
- Developed recommendations regarding the best practices and prevailing policies for pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Analyzed existing job descriptions, conducted employee interviews to validate and clarify information contained in the job descriptions
- Developed recommendations for an updated classification structure, consolidated job titles and developed new class titles
- Drafted updated job descriptions for each position

We understand from DCTA's current solicitation that a review of the agency's job descriptions and compensation benchmarking study is to be performed. Given Segal's recent work in these areas, we propose the following project steps:

- Meet with key DCTA stakeholders to discuss Segal's prior compensation benchmarking analysis - review peer group (i.e. survey participants), benchmark lists (DCTA job titles), and total compensation report conclusions and recommendations

- Determine what elements of Segal’s prior work can be utilized for this engagement (Segal’s total compensation study was conducted in 2019)
- Review DCTA’s current compensation plan design and understand its operation (e.g., employee pay progression, promotion policies, pay differentials, etc.)
- Review with DCTA job classification issues/topics and determine best course of action

Finally, in addition to governance and compensation analysis related work, we would review data on staff size, organizational layers and spans of control to provide high-level analysis and recommendations as appropriate.

Category 3—Financial Analysis & Recommendations



Accenture’s Finance & Enterprise Performance (F&EP) practice helps organizations maximize value creation for their enterprises and customers with a dedicated core of experienced consultants in financial management. We bring this combination of knowledge and experience to implement solutions that will improve the DCTA’s budgeting, cost allocation and financial management environment. Our core F&EP services as they apply to the transportation include:

- **Budget Planning, Formulation and Forecasting** that enable CFOs and budget leaders to optimize the budget formulation, execution and reporting processes.
- **Finance and Accounting Operations offerings** that support the CFO with the planning and restructuring of back-office services, helping to increase operating efficiencies, improve service and drive cost reductions. Our work in finance process improvement and robotic process automation (RPA) falls in this area.
- **Government Compliance** offerings that support end-to-end finance and budget processes, along with regulatory compliance.
- **Risk Management** offerings that protect the CFO’s investments by allowing entities to decrease portfolio risk, improve internal control risks and increase enterprise business confidence.
- **Enterprise Performance Management** offerings that refine and optimize the CFO’s ability to organize and analyze financial/cost accounting, operational and external information. Our finance analytics and dashboarding capabilities are within this area as is our work related to improving cost accounting methods for public sector agencies.

As an illustration of our work, Accenture was recently engaged by a large federal agency that was having difficulty providing transparency and traceability to adequately achieve compliance with federal cost accounting standards, meet management reporting needs, and defending the rates it charged to customers. Accenture was initially engaged to develop a new costing and rate setting framework that aligned with federal standards and regulations, and we made recommendations based on analyzing existing methodologies. We evaluated several cost allocation methods, documented advantages and disadvantages of each, and the client selected activity-based costing (ABC) as the future costing framework. We rebuilt the cost allocation model and then Accenture was asked to implement a technology tool to institutionalize the framework.

The Financial Analysis task will be organized as follows:

- (1) **Documentation of the Fact Base**—We begin with a review of the key fiscal documents of DCTA such as the operating budget, capital plan, financial plan and the Comprehensive Annual Financial Report (CAFR).

- (2) **Understand Organization of the Finance Function** - We will also examine how the DCTA's finance function is organized and identify process improvement opportunities using interviews and focus groups.
- (3) **Review of Key Processes & Policies** - We will gain an understanding of DCTA's budget process and financial policies. The core components of our work include a review of DCTA's reserve policies, the structure and content of its budget reports to management and the Board, and practices related to budgeting for assets and depreciation.
- (4) **Review the Cost Allocation Model**—We will review Cost Allocation model produced by Texas A&M, understand the methodology used (e.g., direct, step, reciprocal, ABC) and suggest modifications and/or improvements.
- (5) **Synthesize Analysis and Recommendations**—We will consolidate findings from our work and include related recommendations in the respective deliverables.

Category 4—Technology Analysis & Recommendations



Our work in the Technology Analysis task presents an opportunity to "take a step back" and rethink how technology, via both innovative and existing solutions, could better serve and bring added value to DCTA. Accenture can draw upon our leading research and technology trend analysis, our premier partner relationships with leading technology vendors, and our Design Thinking and other co-creation methodologies to guide this exercise. The output of this phase is a consolidated list of recommended opportunities outlining the areas in which IT would improve, expand, and enhance capabilities, services, and projects to achieve business imperatives.

The following are the objectives of the Technology Analysis phase:

- A consolidated list of enabling technology opportunities from an assessment of major backoffice, operational, and customer service systems and the recommendations coming out of other areas of the current state assessment. Our goal would be to leverage existing DCTA investments as much as possible, ensuring a positive business case for savings and an overall alignment with your IT Strategy
- Prioritization of the enabling technology opportunities in concert with the DCTA Steering Committee to bring the greatest value to the agency in the shortest amount of time
- 2 or 3 leading products per top enabling technology leveraging Accenture's leading research and market insights for DCTA's consideration.

Refine and Recommend Top Enabling Technology Opportunities

Our goal is to focus on the major applications used by DCTA for backoffice, operational and customer service areas. We will examine existing technologies using our Modernization Assessment Framework:

Modernization Assessment Framework

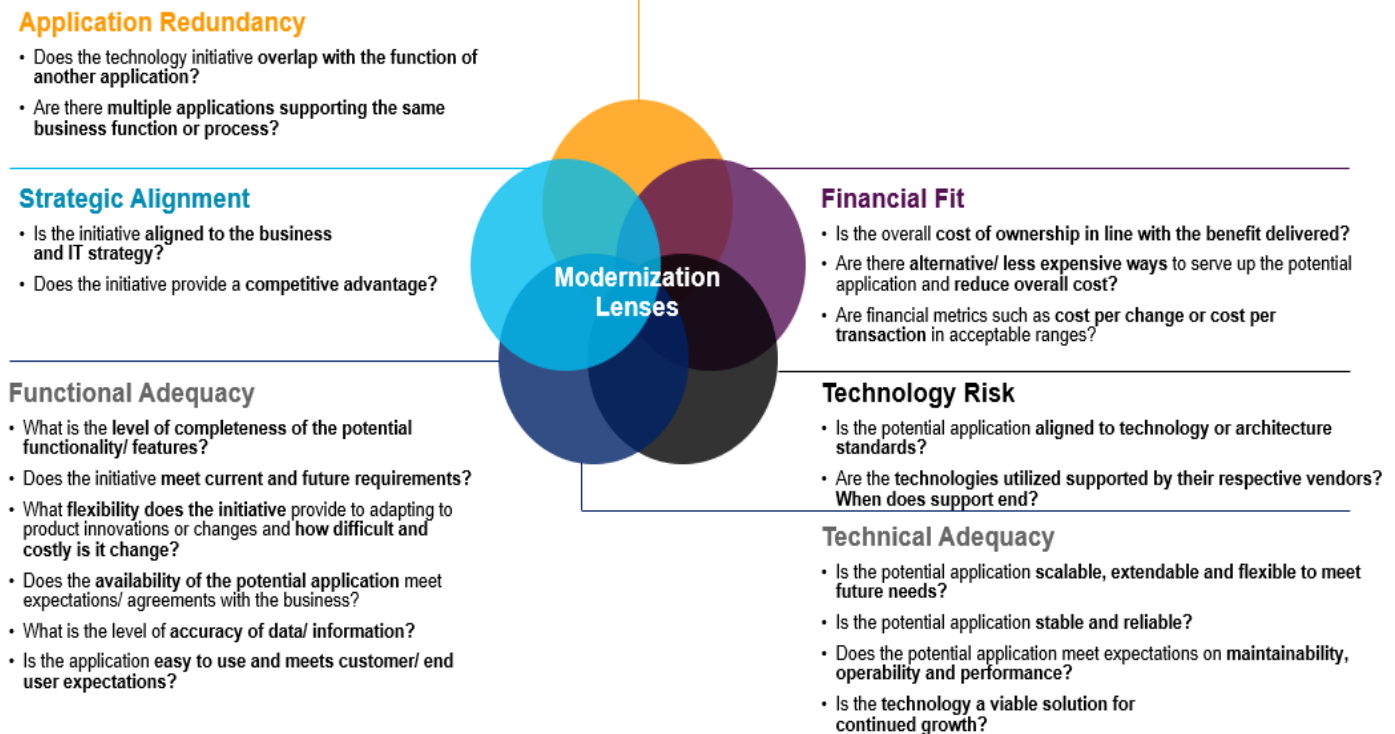


Figure 12: Modernization Assessment Framework

As an outcome, these technology initiatives will be preliminarily prioritized and categorized as Must Haves, Should Haves and Nice to Haves. This prioritization and categorization will serve as a baseline recommendation for subsequent conversations with DCTA Stakeholders and the Steering Committee where the list will be further revised and consolidated. Subsequent activities will include the following:

- Conduct workshops, such as a Technology Planning Summit with DCTA stakeholders, to refine the initiative prioritization and guiding principles
- Identify any current or planned initiatives that require IT support and alignment in the future that may influence prioritization
- Define the implications of each technology initiative, in terms of what they would enable and what they would not focus on
- Identify new or changed processes needed to support the plan, including process automation goals
- Identify technology standards to be added or updated to reflect the strategic vision

By the end of the analysis and prioritization activities outlined above, the DCTA and Accenture will have an intelligently curated list of top enabling opportunities that can be carried forward for further assessment.

Identification of Leading Products through Market Analysis

Leveraging the list of top enabling technology opportunities and an understanding of high-level needs, Accenture will identify top vendors and technical solutions in each of the relevant markets, where possible presenting back to DCTA 2 to 3 options per opportunity. Additionally, if an existing DCTA asset exists for the technology opportunity,

that asset will be assessed alongside potential solutions on the market in order to appropriately assess leveraging existing assets, versus deploying a new system. These analyses and recommendations will be a key input to the Value Realization and Business Case phase.

Our relationships with software vendors, built over our many years of experience in implementing industry leading solutions, have enabled Accenture to build a strong ecosystem of software vendor alliances covering the latest innovations in the market. These relationships span more than 150 alliance partners, some of which are depicted in Figure 13 below. Our alliances will allow us to uniquely match DCTA's needs with the capabilities of the top vendors and solutions, leading to a more robust decision-making framework from which DCTA can be best equipped to determine its most valuable path forward.



Figure 13: Accenture Technology Alliances

Additional Category—Cost Optimization Analysis

Many organizational transformations experience stress and challenges. Due to issues such as changing political priorities and cultural resistance, the results of most traditional cost optimization initiatives don't last. A 2015 Accenture study shows only 36% of surveyed companies agreed that their businesses sustained the benefits of cost optimization efforts. In many cases, the focus of the efforts was on a specific event or outcome—shedding X% of costs or Y# of staff members. The efforts did not focus on addressing the behavioral changes necessary for those results to endure. In our experience, organizations need to think about their operations from a zero-based perspective to find a route to new levels of effectiveness. Successful cost reduction efforts are: 1) led by a focus on service improvements, not just eliminating costs; 2) based on what an organization's costs "should be," given its vision and mission rather than driven by budget inertia; and, 3) foster new cultural norms that become deeply ingrained in the organization's mindset and behaviors. This is key to implementing durable cost reductions and continuous service improvements.

Figure 14 describes our Cost Optimization Analysis Framework. For the Assess Phase, our main focus will be limited to Steps 1-3, with subsequent steps related to implementation in future phases. Accenture will work with DCTA staff

DCTA AGENCY TRANSFORMATION INITIATIVE

to gather, organize and analyze spend, performance, staffing and other relevant data to gain insights needed to identify performance gaps. Once initiatives are identified, we will assign value targets based on benchmarks and/or our experience (e.g., savings of 10% by utilizing a different sourcing method for equipment). We then take the categorized set of initiatives from the value targeting task and prioritize them through workshops with the DCTA team and leadership. Initiatives will be prioritized, using specific pre-defined criteria (e.g., value/cost savings, ease of implementation, business disruption investment levels required, complexity, risk tolerance). Initiatives will also be organized into short-term/quick wins, mid-term, and long-term to calibrate implementation timelines. We will then integrate our findings and recommendations into the final set of recommendations across all workstreams.

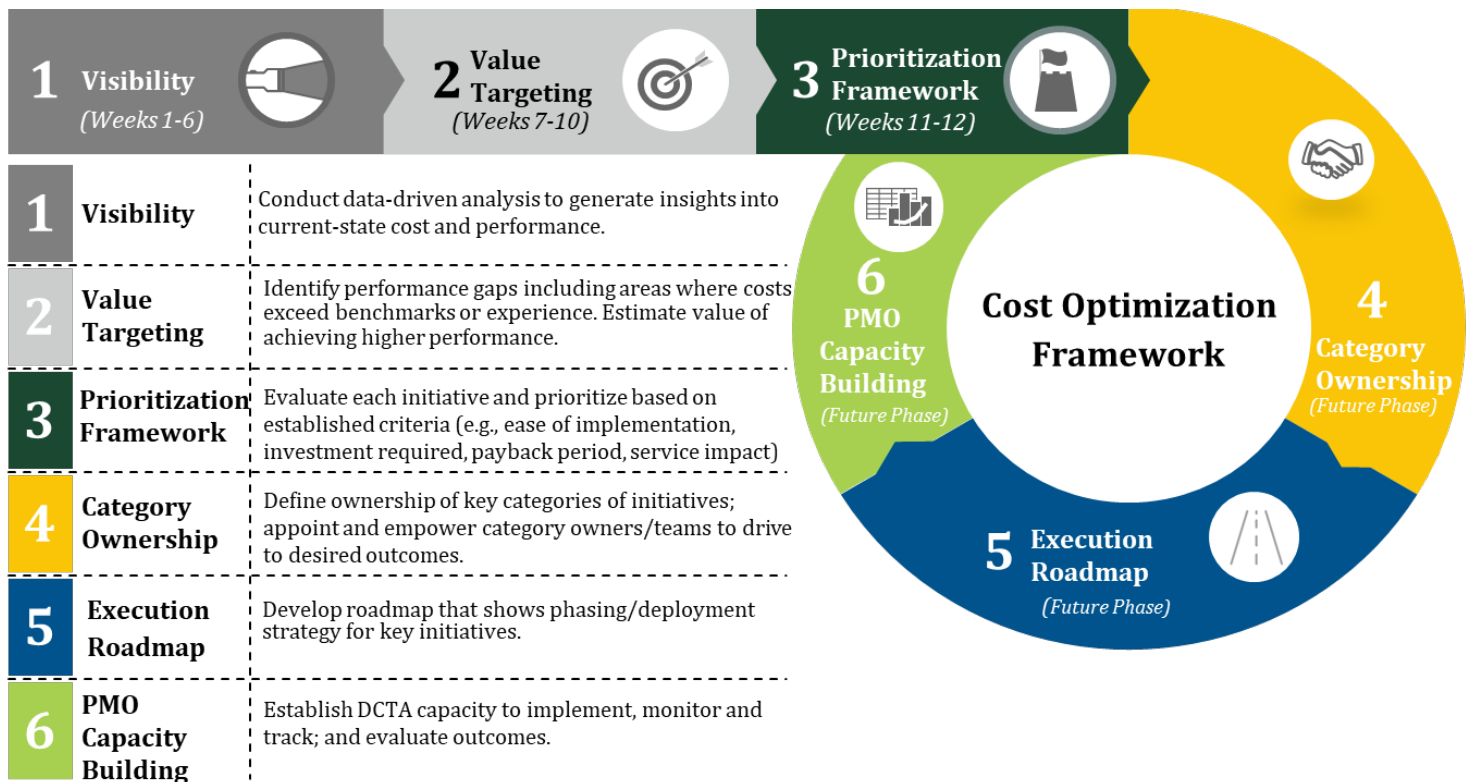


Figure 14: Cost Optimization Analysis Framework

5.0 Timeline

Provide proposed timeline for completion of the services requested in this RFP

Based on our understanding of DCTA Board discussions, and the new operating and financial imperatives created by the COVID-19 pandemic, we have prepared a project timeline to expedite delivery of assessment findings and recommendations for incorporation within DCTA’s FY22 budget cycle.

We carefully structured our approach to address the objectives and requirements stipulated in the RFP and to provide the findings and recommendations quickly for review and action by DCTA leadership. We have also tailored the approach and timeline to support identification of potential operational or capital investments which could be defrayed using the CARES Act Section 5307 allocation to the Denton/Lewisville UZA. Drawing on other recent experiences with multiple transit and government agencies, we believe success will hinge on these critical factors:

- 1. Efficiently gathering data as soon as possible, in digital form where feasible, to expedite initiation of analysis
- 2. Rapid identification of impactful insights to highlight meaningful opportunities early in the project to drive improvement across DCTA and continue the current momentum for change in the organization
- 3. An action-oriented and practical work breakdown structure that accomplishes the RFP objectives within a short period of time, delivering options to the Board to shift resources to strategic transformation initiatives
- 4. Transparent communication, openness and a respectful, collaborative approach with DCTA and its stakeholders

With these factors in mind, we crafted the critical path of the project to build a realistic timeline for DCTA, depicted in Figure 15. This 12-week agency transformation assessment will be conducted through four main phases: (1) Planning & Visioning; (2) Current State Assessment; (3) Future State Definition; and (4) Roadmap & Next Steps. Additional information about the steps within each phase are detailed below.

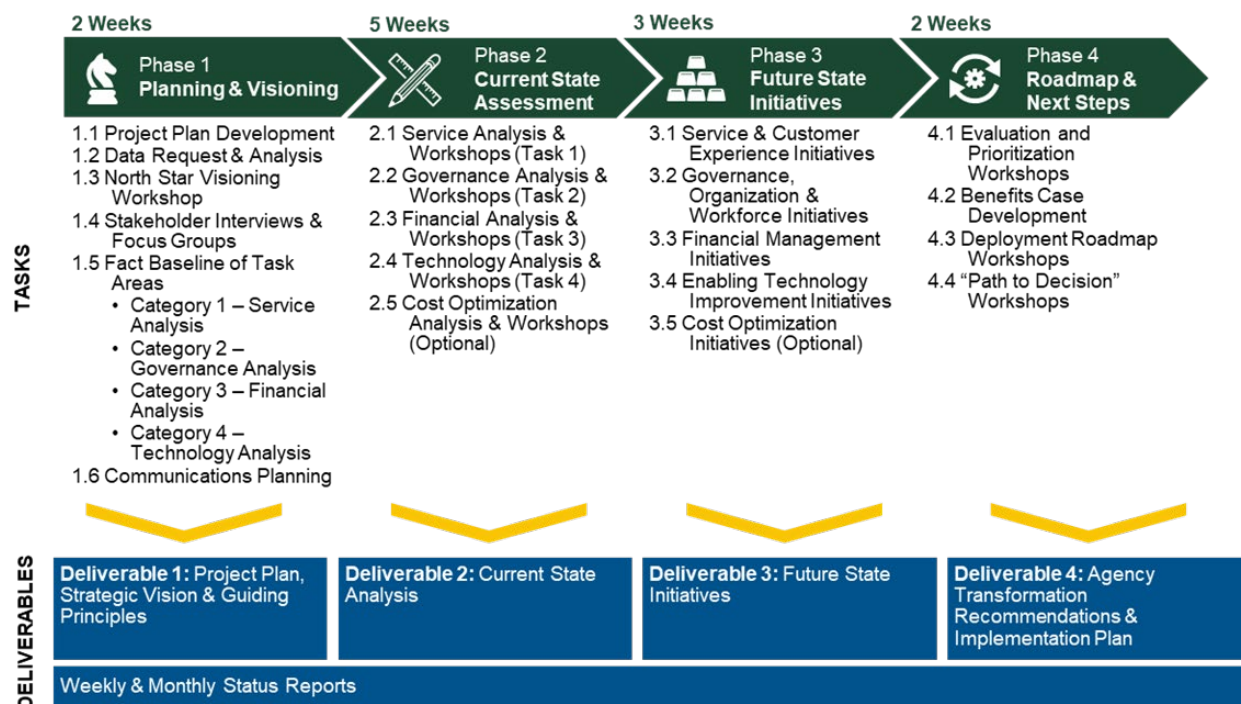


Figure 15: Components of the “Assess Phase” in Accenture’s FORM Methodology

PHASE 1—PLANNING AND VISIONING



Planning a transformation initiative must be done in a systematic way that thoughtfully assesses “as is” and “to be” states of key dimensions, such as governance, information and data analysis, core functions and responsibilities, current leadership and policy priorities, communications, acquisition, workforce capacity, portfolio/program management, process improvement, and location of work. Phase 1 focuses on rapidly putting in place a project plan, execution strategy and communications plan before the in-depth work begins.

TASK 1.1—Project Plan Development

Accenture and the DCTA Project Manager will review a draft Project Plan, submitted by Accenture in Week 1. The project plan will detail key project tasks, milestones, and where practicable, project staffing for both the Accenture and DCTA. We will also identify stakeholders for individual and facilitated group interviews for the Governance Analysis. The Project Plan will be revised and finalized in Week 1 and reviewed by the Steering Committee thereafter.

TASK 1.2—Data Request and Analysis

The data request will involve collecting information that will assist us in establishing a fact base. The types of information we will collect includes strategic plans/priorities, organization and staffing charts, process documentation, prior studies, and performance data. Accenture would request only information relevant to the activities in this project.

TASK 1.3—North Star Visioning Workshop

Early in the Planning phase, we conduct a North Star Visioning Workshop with the Steering Committee. Using our human-centered design approach, we will craft a vision statement that reflects the desired target state for the future DCTA operation. We will also work closely with our DCTA counterparts to: 1) explore risks and address concerns that should be considered during the project, and 2) to develop criteria for project success. The purpose of this is to create a vision and common understanding of the goals, objectives, and barriers for the project. During the workshop, we employ a design thinking approach to exchange ideas, discuss industry and digital trends, and co-create an aspirational endpoint.

TASK 1.4—Stakeholder Interviews & Focus Groups

Early in the project, Accenture will seek guidance from the DCTA Project Manager and Executive Sponsor on key stakeholders we should interview and participants for focus groups. This step is focused on two goals: 1) socialize the North Star vision for the project and garner feedback so that impacted DCTA stakeholders begin to understand that they are part of the change and have ownership in the overall process; and 2) gather a complete picture of the efficacy of current structures including documentation of issues such as duplication, overlap, accountability levels, organizational layers, coordination issues, incentives and collaboration challenges.

TASK 1.5—Fact Baseline of Task Areas

In this task we will develop a baseline map of the organizational structure of DCTA—the major units, sub-units, roles & responsibilities, missions, interrelationships, FTEs by unit, and other characteristics. This baseline will provide our team and DCTA counterparts a common understanding of the current state, thereby giving us a launching point for proposing a new organizational structure. For each of the four major categories listed in the RFP (e.g., Service, Governance), we will develop a baseline of information from results of the data request.

TASK 1.6—Communications Planning

Experience with similar efforts tells us that communications is the “make or break” element of a successful organizational change initiative. Communications planning establishes the approach for the delivery of high quality, consistent, and frequent communications. Accenture will develop a general Communications Plan by identifying the impacted stakeholder groups, determining their communication needs, developing messages and message timing. This plan will then be revised in subsequent phases as new communications needs and requirements are identified.

PHASE 2—CURRENT STATE ASSESSMENT

Our engagement approach to assess the current state relies in part on design thinking type workshops. The workshops are designed to be interactive and make maximum use of the in-depth and historical knowledge of DCTA staff. Accenture, in collaboration with the DCTA, will prepare materials and design the workshops and meeting agendas to be interactive. We will use several techniques based on the principles of user-centric design thinking. For example, before each workshop we will conduct targeted interviews and send “pre-reads” with information about the workshop topic to prepare and set expectations for the participants. During workshops we employ interactive techniques, such as the “future headlines” method where participants interactively envision the best (and worst) outcomes. Among the techniques used is the “rose-bud-thorn” method where participants interactively describe and share their impressions of what is currently working well and should not be changed (roses), what is working OK but could be improved (buds) and what is not working well and is a pain point (thorns). We find these techniques make workshops and other group activities very engaging and interesting to the participants.

TASK 2.1—Service Analysis & Workshops

This step will include a review of services provided by DCTA to its ridership, identify gaps to industry leading practices, identify missed market opportunities and evaluate train, bus and mobility services against the list of factors specified in the RFP (e.g., density, frequency, reliability). We will utilize a combination of data analysis, best practice research, case studies of innovative agencies, and workshops to develop our recommendations. Accenture has teamed with Cambridge Systematics to conduct the Service Analysis.

TASK 2.2—Governance Analysis & Workshops

This step will include a SWOT analysis as well as a review of staffing structure, compensation analysis, organization structure and an analysis of the size of the agency. The work will rely on facilitated group interviews and data analysis. We will interview select Board members, community leaders, city officials, agency staff and regional partners. Accenture has teamed with Segal for the compensation portion of the Governance Analysis where we will leverage Segal’s prior work with DCTA in 2019.

TASK 2.3—Financial Analysis & Workshops

Given the significant changes to the financial condition of transit agencies in the post-COVID world, this will be a key step in our current state assessment. We will first familiarize ourselves with the key fiscal documents for DCTA (e.g., operating budget, capital budget, financial plans, CAFRs, and any Official Statements). We will examine opportunities for CARES Act funding accessible to DCTA, reserve policies, budgeting practices for asset depreciation and replacement costs. Finally, we will examine DCTA’s cost allocation model and suggest opportunities for improvement.

TASK 2.4—Technology Analysis & Workshops

The Accenture technology team evaluate the inventory of key administrative and operational systems for DCTA. Our work will include systems supporting the back office (e.g., finance, HR, procurement), major operational systems (e.g., asset management, scheduling), and customer facing systems (e.g., fare collection). We will also identify opportunities for innovative use of technology such as Robotic Process Automation (RPA) or analytics to improve decision support.

TASK 2.5—Cost Optimization Analysis & Workshops

Accenture is pleased to include a value-added service to DCTA at no additional cost related to cost optimization analysis. This task will leverage work from the Financial Analysis step and conduct a diagnostic evaluating the key levers for strategic cost reduction for DCTA. We will estimate the size of the cost savings opportunity and prioritize it based on factors such as risk of disruption, ease of implementation and investment needed.

PHASE 3—FUTURE STATE DEFINITION**TASK 3.1—Service & Customer Experience Initiatives**

This step will involve identifying solutions and recommendations to the challenges, pain points and gaps to best practices identified in the Service Analysis. We will also examine ways to enhance the customer experience through process, organizational, and technology/digital improvements.

TASK 3.2—Governance, Organization & Workforce Initiatives

Stakeholder individual and group interviews will likely result in opportunities to improve coordination, collaboration and communications at DCTA in addition to other operational insights. We will also identify structural changes to DCTA that can improve coordination, reduce costs, or enhance service. Finally, by leveraging Segal's prior work at DCTA and review of staffing, benchmarks, organizational layers and span of control data—we will provide feedback to DCTA on opportunities related to the size of the agency.

TASK 3.3—Financial Management Initiatives

In this step, we will outline opportunities to improve financial management policies, practices, and operations for the areas in scope of the RFP. We will include initiatives related to adjusting reserve policies, improving the cost allocation model, improving the budgetary structure (and monthly reports). Finally, we will include any recommendations related to budgeting for asset depreciation and replacement costs.

TASK 3.4—Enabling Technology Initiatives

In identifying technology initiatives, our team recognizes that different types of applications address differing business needs and that those business needs have differing requirements for change and risk. For example, an application that provides an innovative capability that is still relatively new and untested may require a modernization approach that allows for rapid prototyping and change and embraces a 'fail fast' approach. In this case, a rapid failure is not something to be avoided, but celebrated - it allows the team to learn quickly and experiment to drive innovation. On the other hand, a system of record, such as a payroll system, is critical to an organization's operations. It requires a structured, measured approach to implementation that prioritizes risk avoidance and risk mitigation. Each of these options is delivered with differing levels of process rigor, governance,

and controls that are best aligned to the business need being addressed. We will identify initiatives to promote the correct modernization journey for each technology area, based on its risk profile and business need.

TASK 3.5—Cost Optimization Initiatives

Based on our experience and findings from the Current State Assessment as it relates to performance gaps, the Accenture team will include a prioritized list of initiatives with value targets for DCTA’s consideration. This list will be included in our final report for this project.

PHASE 4—ROADMAP & NEXT STEPS



TASK 4.1—Evaluation and Prioritization Workshops

We will develop a list of initiatives across the different workstreams and work with the DCTA team and Steering to prioritize them. The objective is to distill the options to a select number that balance value, risk, investment, etc. that will be part of a transformation plan. When feasible, these opportunities will be categorized as short term, mid-term and long term.

TASK 4.2—Benefits Case Development

The Benefits Case that we develop for DCTA will provide estimates of benefits (quantitative or qualitative) for key alternative organizational structures. The basis for the benefit case includes rough order of magnitude (ROM) estimates based on our experience and analysis derived from other tasks. Accenture will work with the DCTA to formulate a “Case for Action.” We will utilize financial metrics including payback period, net present value (NPV) and/or internal rate of return (IRR) to evaluate the value proposition for investing in a new organization model.

TASK 4.3—Deployment Roadmap Workshops

Accenture will work collaboratively with the DCTA team to help develop the pros and cons of alternative rollout scenarios for the initiatives and timelines. In our experience with clients undergoing similar transformation assessments, typically the changes are phased in, but there are other options to consider (e.g., Big Bang). The Roadmap we develop also highlights interdependencies between initiatives (if any) and recommends sequencing. Overall, the main objective is to pace the introduction of organizational changes with DCTA’s capacity to absorb them.

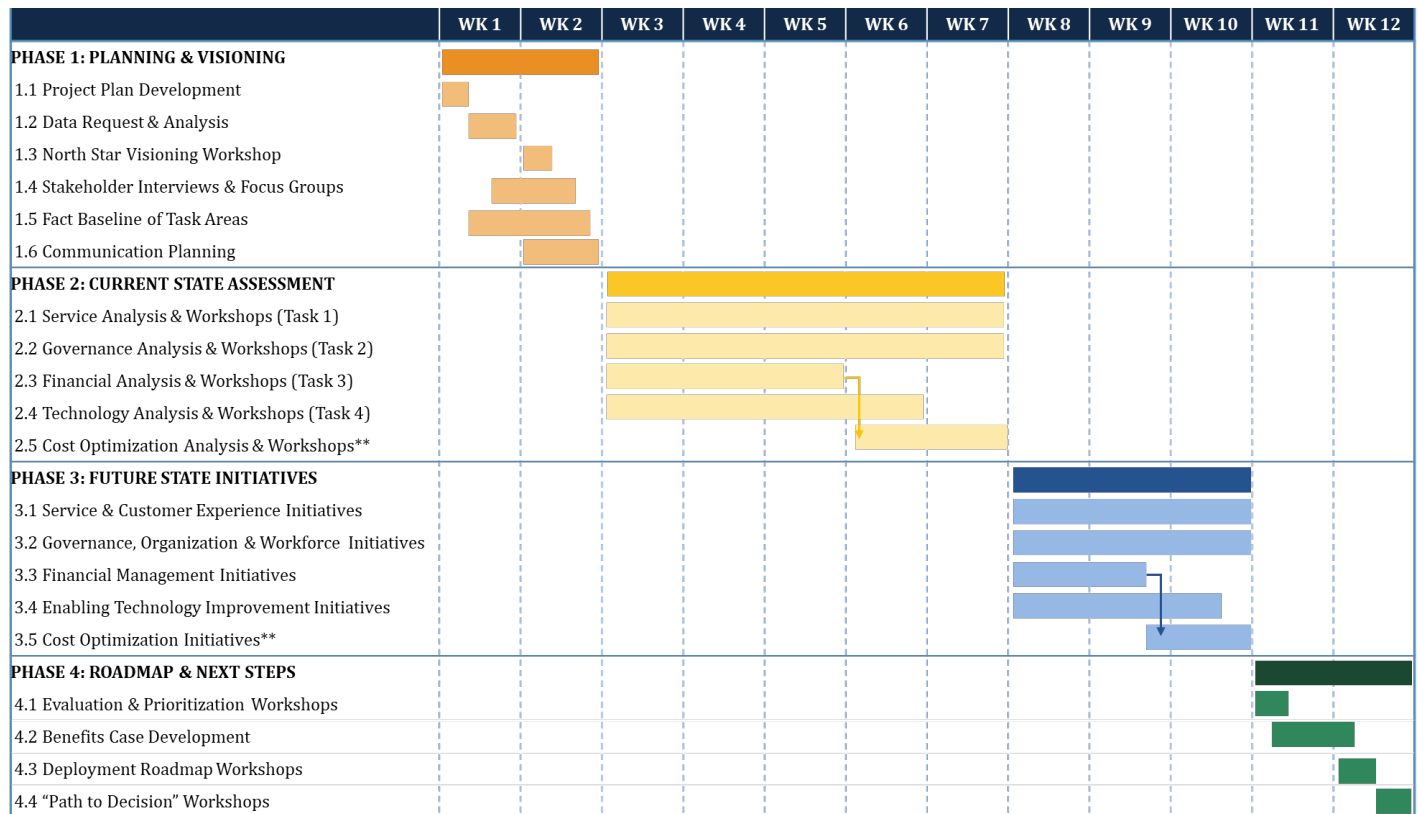
TASK 4.4—Path to Decision Workshops

Accenture’s project team will present the results of the Agency Transformation Recommendations and Implementation Plans to an audience designated by the DCTA Board and/or management. We will also facilitate workshops to document next steps for the actual implementation of the adopted Agency Transformation Plan.

DCTA AGENCY TRANSFORMATION INITIATIVE

In summary, we are proposing to move further and faster to help DCTA realize the desired outcomes for its customers and service-area residents. We listened to the Board's interest in identifying solutions quickly and possibly in advance of the upcoming July review of the Capital Budget and Long-Range Plan.

As a result, we drafted a schedule based on our 12-week assessment timeline as seen in Figure 16 below. Of course, we recognize a successful timeline must reflect leadership and staff operating responsibilities. We will collaborate with DCTA to verify the proposed timeline is both feasible and valuable for DCTA and its stakeholders.



** = Denotes Optional Task Executed Upon DCTA Approval

Figure 16: Proposed Project Timeline

6.0 Samples of Work

Provide at least two (2) samples of a similar study your firm has performed. Include information related to your roles and responsibilities with each sample.

VIA Metropolitan Transit—Corridor Planning

Cambridge Systematics role was to support Rapid Transit Corridor studies on VIA's regional multimodal options.

NAME	RIDERSHIP Total daily passenger boardings	CONGESTION Amount of congestion bypassed	PRODUCTIVITY Passenger boardings each hour a bus operates	SITE POTENTIAL Index of development potential and urban form	ACCESS Number of jobs and residents near station areas	OVERALL
Fredericksburg	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH
Zarzamora	HIGH	HIGH	HIGH	HIGH	MED/LOW	MED/HIGH
Commerce-Houston	MED/HIGH	MED/HIGH	HIGH	HIGH	MED/LOW	MED/HIGH
San Pedro	MED/HIGH	HIGH	MED/HIGH	MED/HIGH	HIGH	MED/HIGH
New Braunfels Ave	MED/HIGH	MED/HIGH	HIGH	HIGH	MED/LOW	MED/HIGH
Looper/Military	HIGH	HIGH	LOW	MED/HIGH	MED/HIGH	MED/HIGH
Austin Highway	MED/LOW	MED/LOW	HIGH	MED/HIGH	MED/LOW	MED/LOW
Gen McMullen-Babcock	MED/LOW	MED/LOW	MED/LOW	HIGH	LOW	MED/LOW
Rockport/Roosevelt	MED/LOW	MED/LOW	HIGH	MED/LOW	LOW	MED/LOW
Bandera	LOW	MED/LOW	MED/LOW	HIGH	LOW	MED/LOW
Huebner-Grissom	LOW	LOW	LOW	MED/HIGH	LOW	LOW
FM 78	LOW	LOW	LOW	MED/LOW	LOW	LOW

Figure 17: High Capacity Corridor Evaluation

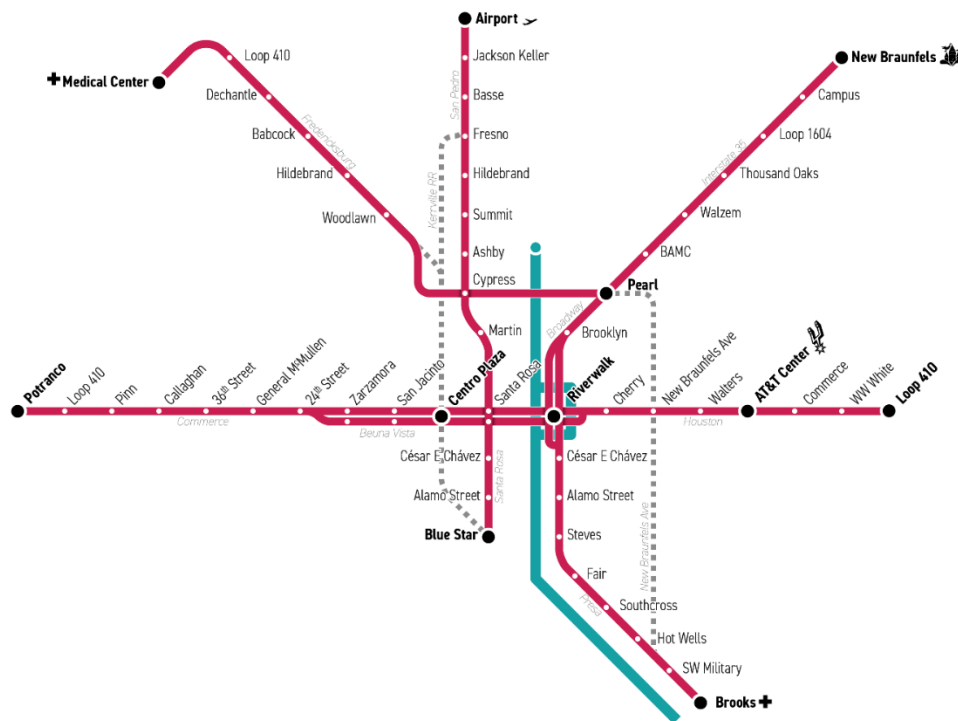


Figure 18: High Capacity Corridor Alternatives

Capital Area Metropolitan Planning Organization—Regional Transit Study

Cambridge Systematics role was to assess the market demand, benefits versus costs, and constraints associated with various mobility options within the CAMPO network.

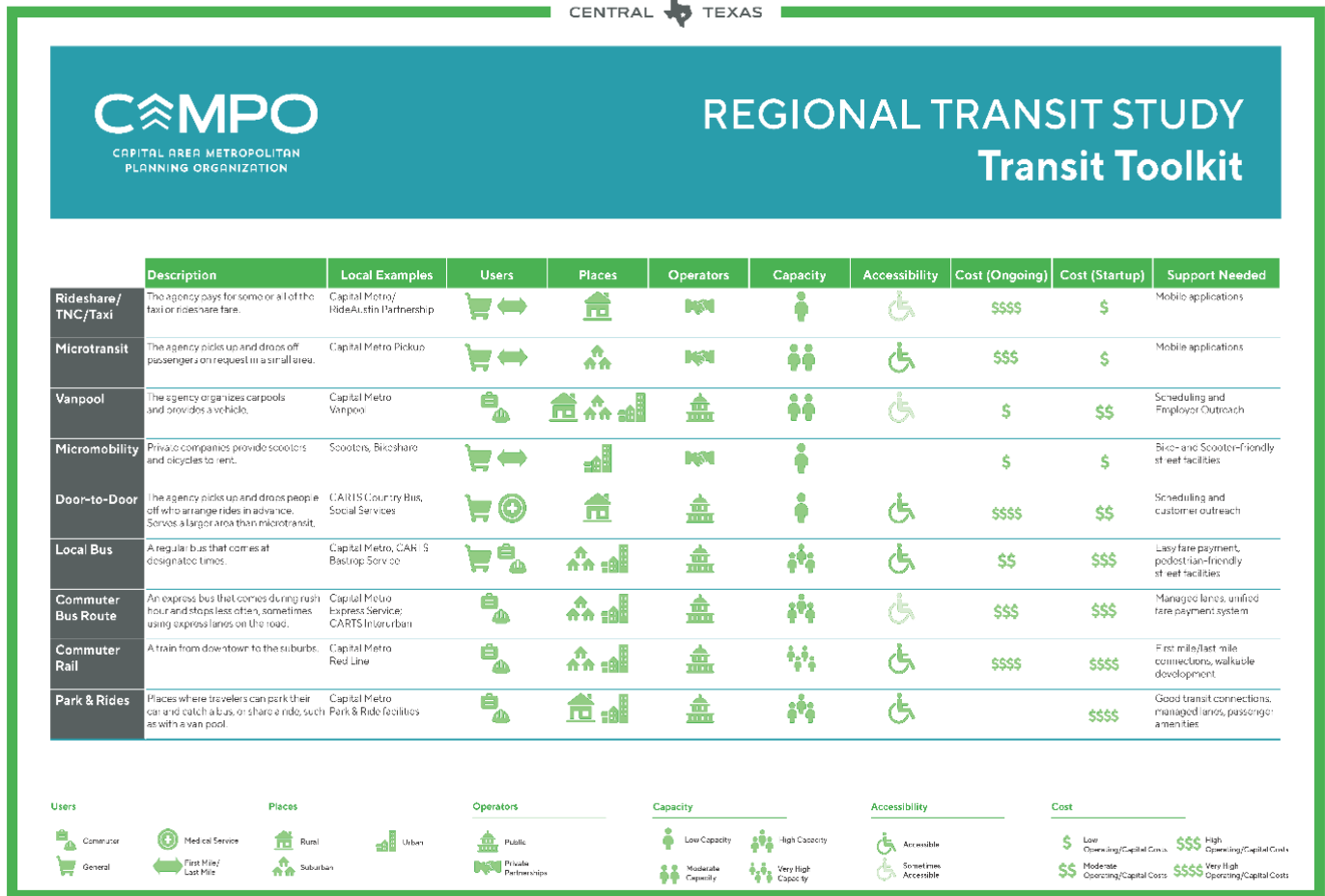


Figure 19: CAMPO Transit Toolkit

Texas Department of Transportation—El Paso Streetcar/Rail Transit Study

Cambridge Systematics role was to assess the market demand, benefits versus costs, and constraints associated with a proposed streetcar rail transit system linking the border crossing, downtown, and university area of El Paso, Texas.

El Paso Rail Transit Study

Exhibit 2.5 Major Travel Generators within the Comprehensive Study Area

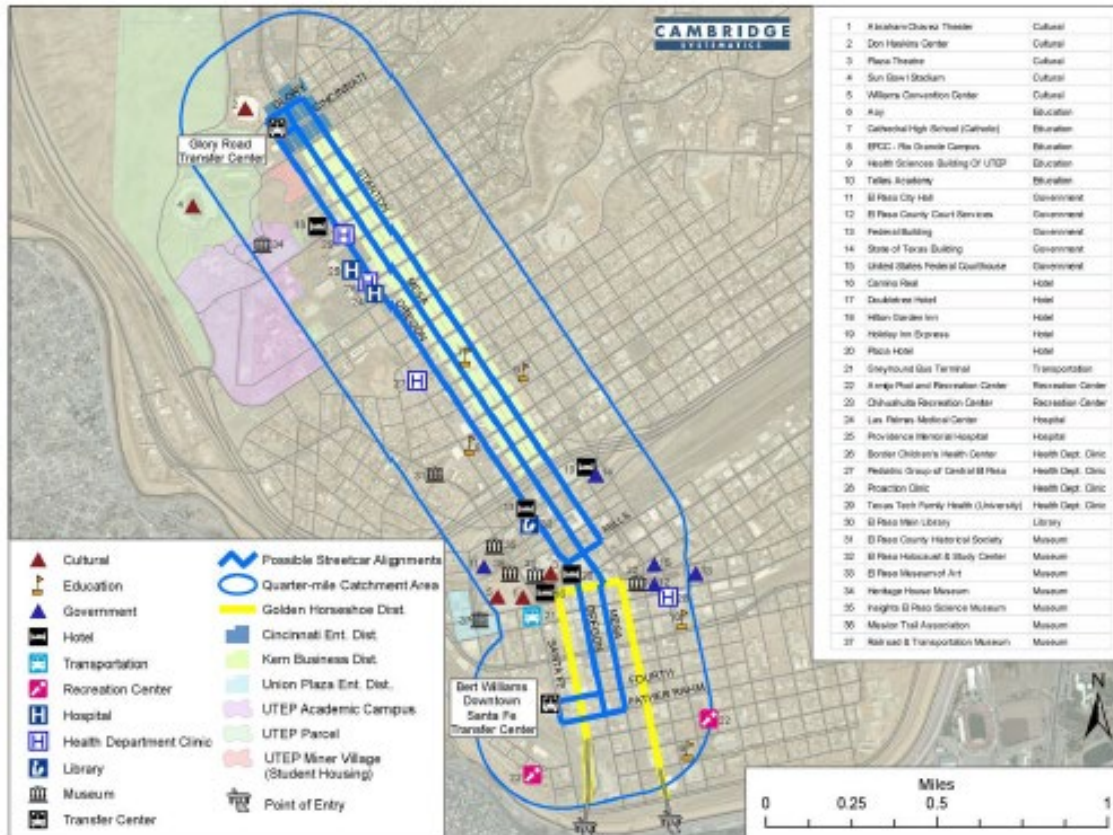


Figure 20: Travel Interests within Study Area

Large Urban County (Virginia)—Strategic Planning

Accenture's role was to conduct a broad-based community and employee engagement to hear their aspirations for and "pain points" with County government then develop a clear sense of the County's priorities.

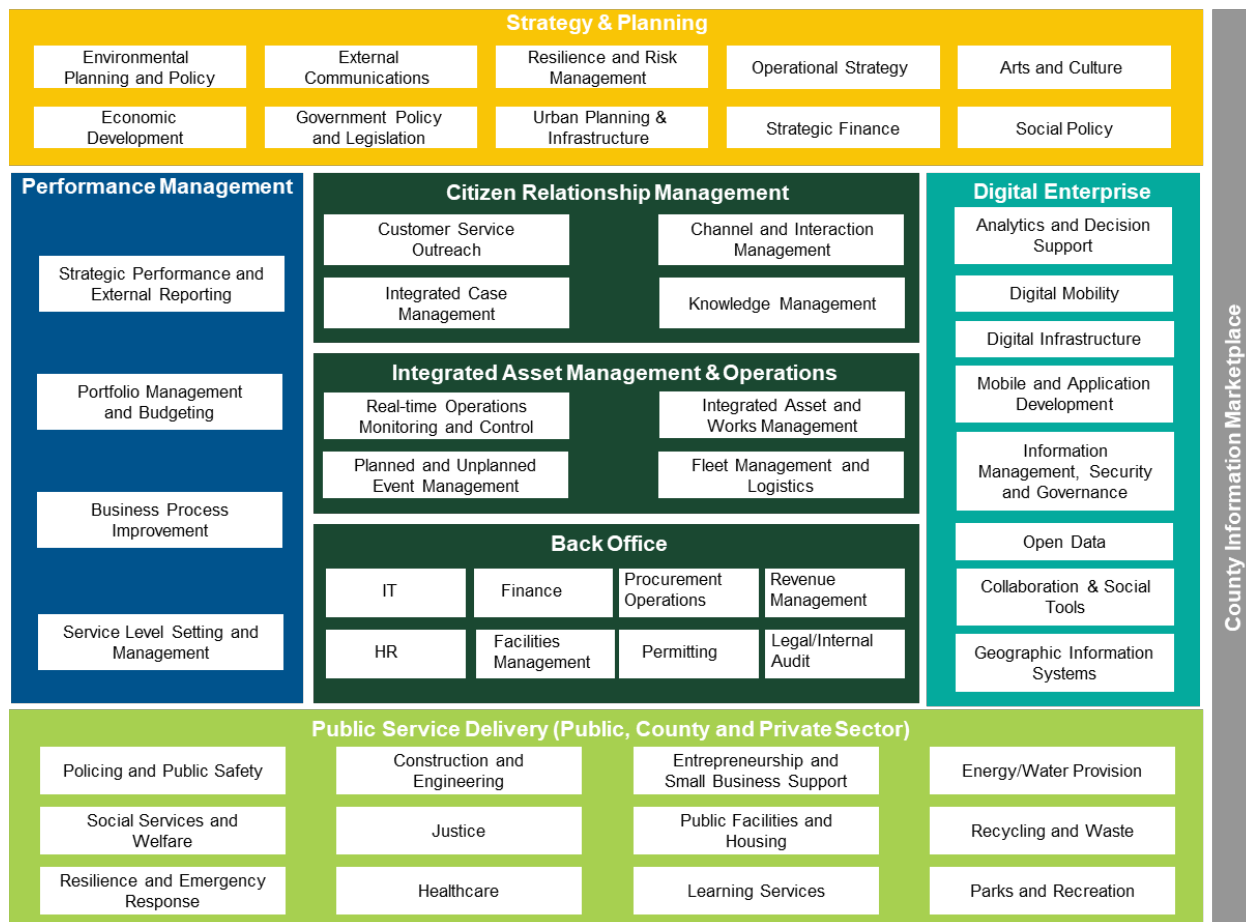


Figure 21: High-Performing Counties Logical Operating Model (LOM)

CAPABILITY MATURITY ASSESSMENT: SUMMARY

Capital Project Delivery—Maturity Analysis

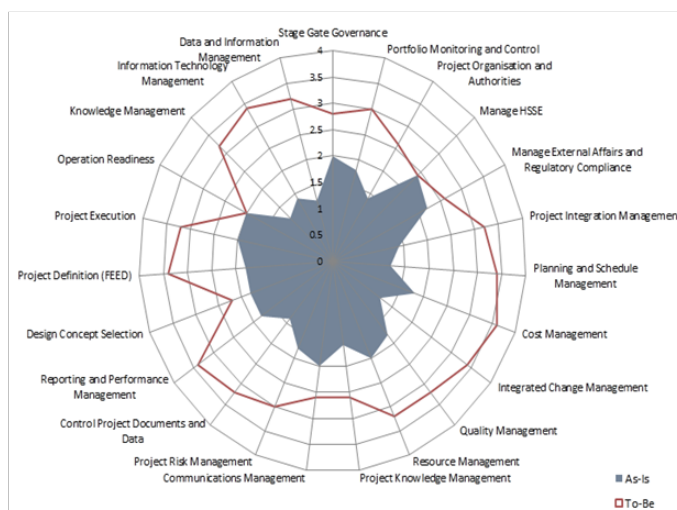


Figure 22: Capability Assessment (LOM Output)

Key Challenges

- The link between Stage Gate Methodology and detailed work processes for project planning and execution is not defined
- Compliance to governance guidelines is not consistent
- Integrated change management is not consistently enforced, impacting overall delivery quality and operations readiness
- Experienced and skilled resources are not effectively used for quality reviews
- Significant gaps exist in data sources, quality, consistency, use and governance
- Capability sourcing strategy is inadequately defined, increasing delivery cost and limiting options for geographic customisation
- Project performance is very dependent on individual experience/skill levels
- Application architecture is fragmented, limiting the ability to automate processes
- Talent management, workforce planning and skills development is not well planned or executed

Large Urban City (Texas)— “Budgeting for Results” Transformation

The City transitioned to new City Manager leadership in 2017 and sought a partner to guide their transition from long-standing practice of budgeting for incremental costs to management process that integrated department functions to focus on delivering services in the most effective and efficient manner for citizens.

Executive Summary

Current State—Strengths and Opportunities

Leadership identified aligning the budget hearings with the strategic priority areas and utilizing uniform offer submissions as key strengths in the FY16 budget process. Standardizing program architecture and tying the budget to performance management were identified as key opportunities for continued improvement.

Strengths	Opportunities
<ul style="list-style-type: none"> •Aligning programs and Budget Hearings to Strategic Priority Areas •Simplifying and standardizing offer submission materials •Starting Budget Hearings with presentations on each Strategic Priority Area •Assigning Budget Hearing time slots based on size and complexity of offers •Supporting Budget Hearings with facilitator and time keeper to provide structure and keep hearings on schedule •Focusing hearing discussions on programs and outcomes instead of covering departmental costs •Making bold strategic decisions during an engaged deliberations process with input from the full Budget Commission •Starting to better connect budget decisions to strategies, KPIs, and targeted outcomes •Allocating funding at the program level •Supporting all processes with more structure and clearer guidelines (offers, budget hearings, deliberations, etc.) •Maintaining flexibility and adaptability throughout the process •Seeing County Manager and Executive Team’s active leadership and involvement throughout budget process 	<ul style="list-style-type: none"> •Standardize program architecture and taxonomy •Expand budget process timeline and set due dates early to improve submissions and outcomes and decrease strain on Departments •Update PB system to better support budget process and to automate as much as of the budget process as possible, support development of new offers, generate reports quickly and accurately, account for partial FTEs at the program level, and link programs to Strategic Priority Areas •Confirm clear performance commitments for all programs once offers are accepted •Link annual budget process to a strong performance management approach to track spending and progress towards performance goals throughout the year to prep for next FY budget process •Create opportunity for citizen input early in the process •Set earlier and firm deadlines for revenue projections for next FY •Continue to train the departments on new budget process to help codify budget process and build into Fulton County “DNA” •Receive offers from non-government entities to improve outcomes •Continue to increase consistency in offer submissions •Base funding decisions on past FY performance •Continue BOC engagement throughout the budget process

Figure 23: Strengths & Opportunities Review

Large Private University (Washington, DC)

The client had an HR department primarily focused around transaction processing and compliance. Local administrative units felt unsupported in strategic areas such as staff retention, compensation planning, and succession planning. The goal was to identify ways to improve service including migration to a new operating model.

HR Current State Findings Summary

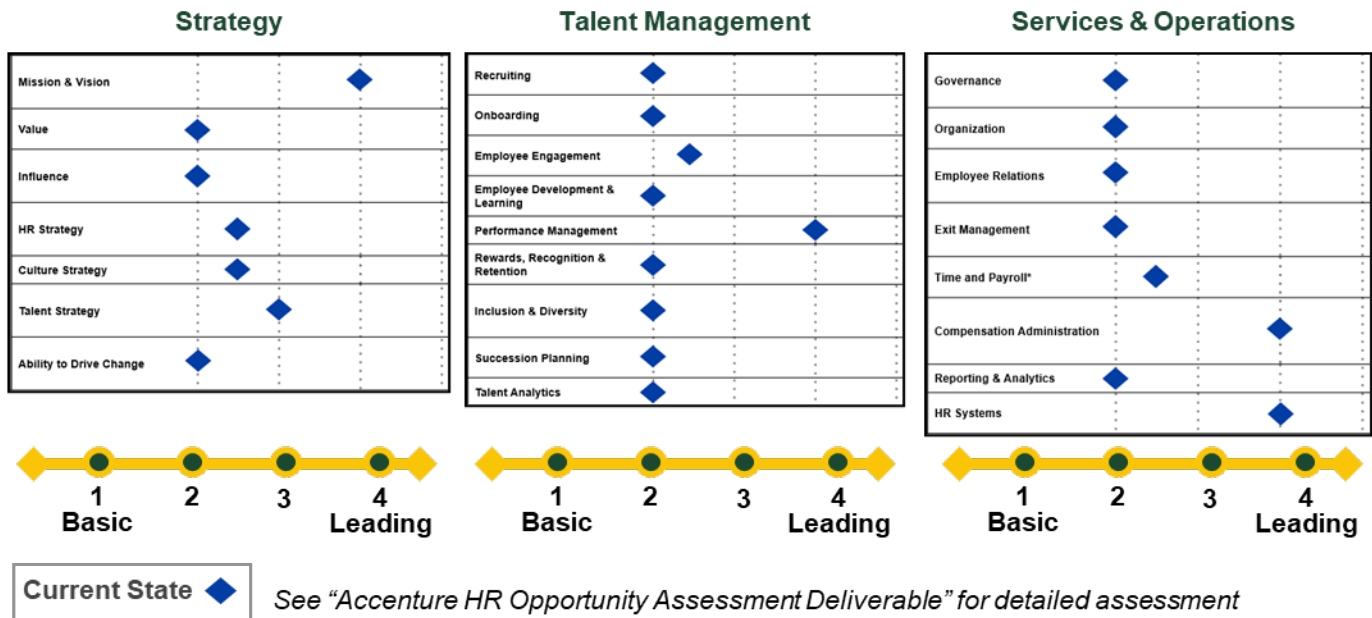


Figure 24: Current State Capability Assessment

Prioritized Opportunities

The team identified strategic opportunities and quick wins with the highest impact

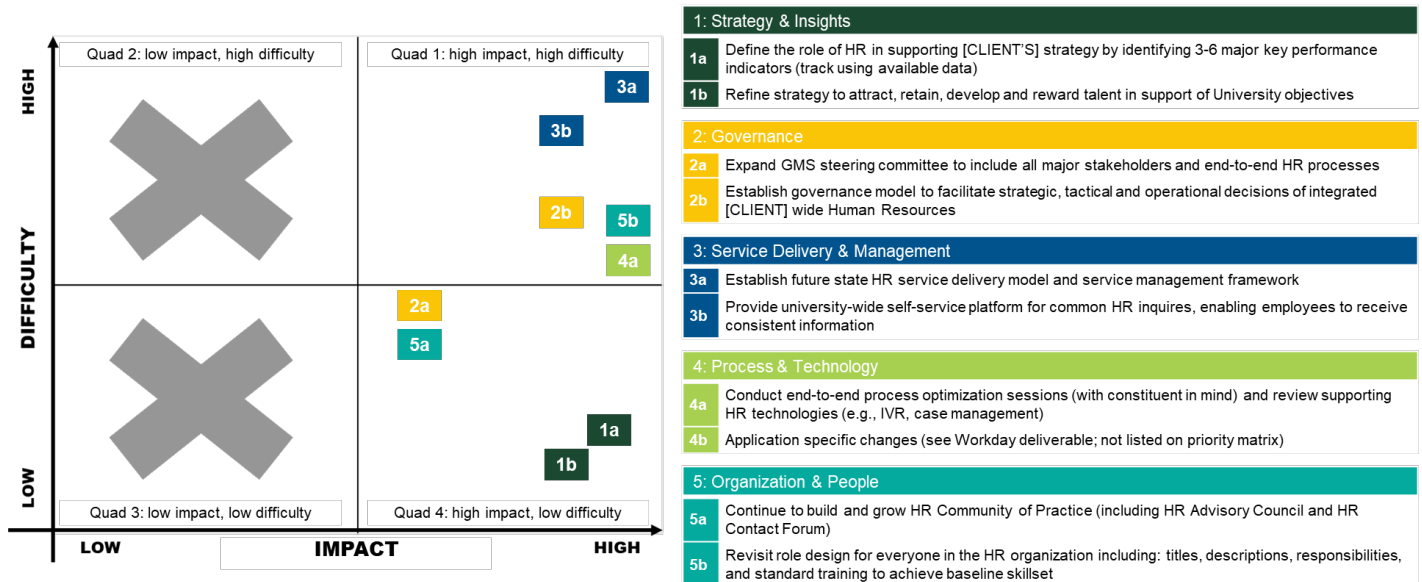


Figure 25: Opportunities on Value-Effort Matrix

Major Metropolitan Transit Agency (New York)

Client previously processed tasks using many disparate systems—often maintaining custom instances of the same software by entity. In order to create a platform for innovation and savings, the client consolidated these into a single Enterprise Resource Planning (ERP) system. Note the entities still maintained individual time-keeping instances.

	Entity #1	Entity #2	Entity #3	Entity #4	Entity #5	Entity #6	Entity #7
Call Center	None	Yes	None	Yes	Yes	None	Yes
Imaging	None	Blue Bird	Blue Bird	Microfiche	Filenet	None	None
Benefits Admin.	PeopleSoft	PeopleSoft	PeopleSoft	PeopleSoft	GEAC	PeopleSoft	GEAC
HR Admin.	PeopleSoft	PeopleSoft	PeopleSoft	PeopleSoft	PeopleSoft	PeopleSoft	Mainframe
Payroll	PeopleSoft	GEAC	GEAC	PeopleSoft	GEAC	PeopleSoft	Mainframe
Accounts Payable	PeopleSoft	PRAP	PRAP	PeopleSoft	Cullinet	Macola	PeopleSoft
Procurement	PeopleSoft	Mainframe	Mainframe	PeopleSoft	Mainframe	Mainframe	PeopleSoft
Accounting	PeopleSoft	GEAC	GEAC	PeopleSoft	Cullinet	Macola	PeopleSoft
Inventory	None	Mainframe	Mainframe	PeopleSoft	Mainframe	Mainframe	PeopleSoft
Timekeeping	PeopleSoft	ATS/UTS/Kronos	Kronos	PeopleSoft	Kronos	Kronos	Kronos







	Entity #1	Entity #2	Entity #3	Entity #4	Entity #5	Entity #6	Entity #7
Call Center	Siebel						
Imaging	Universal Content Management						
Benefits Admin.	PeopleSoft						
HR Admin.							
Payroll							
Accounts Payable							
Procurement							
Accounting							
Inventory							
Timekeeping							
		Mainframe	Mainframe		Maximo		Mainframe
		ATS/UTS/Kronos	Kronos	Kronos	Kronos	Kronos	Kronos





Figure 26: Technology System Assessment & Consolidation





7.0 References

Provide three (3) references for existing or current clients who you have worked with in the last five years.

Nothing speaks to our credentials like hearing first-hand stories from current and previous clients about our shared journey planning, delivering, and transforming their operations and systems. Listed below are our three (3) references whom we've worked with in the last five (5) years as requested.

CLIENT REFERENCE #1 (Accenture)		   	
Client Name:	Valley Metro Rail	Project Name:	Capability Assessment
Original Budget:	\$150k	Service Dates:	May—June 2019
Contact Name:	Jim Hillyard	Contact Title:	Chief Administrative Officer
Contact Email:	jhillyard@valleymetro.org	Contact Phone:	(602) 495-8234

CLIENT REFERENCE #2 (Accenture)		   	
Client:	New York Metropolitan Transportation Authority (MTA)	Project:	Business Service Center (BSC) Transformation & Enterprise Asset Management (EAM)
Original Budget:	\$120M	Service Dates:	BSC: Mar 2009—Mar 2013; Enterprise Asset Management (2014 to Present)
Contact Name:	Wael Hibri	Contact Title:	Deputy Chief Transformation Officer
Contact Email:	wahibri@mtahq.org	Contact Phone:	(212) 878-7115

CLIENT REFERENCE #3 (Cambridge Systematics)		   	
Client:	VIA Metropolitan Transit (VIA)	Project:	General Planning Contracts
Original Budget:	\$5M	Service Dates:	2014—Ongoing
Contact Name:	Art Herrera	Contact Title:	Manager of Strategic Planning
Contact Email:	arturo.herrera@viainfo.net	Contact Phone:	(210) 299-5800

8.0 Additional Data

Provide any additional information about your firm that may be relevant to this project or that might help the selection team in its assessment of proposals received.

As public transit authorities prepare to pivot to a multimodal future, they must depart from conventional wisdom and explore new approaches. Accenture research has identified five sets of capabilities that differentiate the type of “living business” that succeeds amid market turbulence. Disruption is a reality across industries. Our study of 10,000 firms finds that 71% are facing huge disruption. Public transit is no exception. So, how should governments and public transit authorities respond? Download the [Orchestrating a Mobility Ecosystem](#) report to find out more.

Each year, Accenture assesses the IT landscape to identify trends that will have the greatest impact on organizations in the years ahead. Accenture’s [Transit in Transition: Transportation Technology Vision 2019](#) study included a survey of 130 leaders in the passenger transportation sector from 12 countries. We found that 94% of transportation executives are experimenting with new technologies to unlock growth in the post-digital age.

Does your agency lack the tools to collect and harness the right information to make informed decisions for long-term transportation investments that optimize performance? The good news is there are tools available to gather and analyze data in order to improve decision-making, empowering agencies to get even better return on their investment. Download Cambridge Systematics new whitepaper: [Driving Transportation Performance through Data Management and Analytics](#) to find out more.

Recent research efforts have demonstrated existing Analysis, Modeling, and Simulation (AMS) tools have limited capabilities to properly reflect the impacts of a proactive management approach on driver behavior through the full trip chain. The trip chain in this report refers to the full range of decisions made by travelers, such as destination choice, time-of-day choice, mode choice, route choice, and facility/lane choice. Download Cambridge Systematics report: [Active Transportation and Demand Management Trajectory-Level Validation](#) to find out more.

Dynamic pricing is about optimizing a key business outcome - typically revenue-related, but it could also be focused on customer service and satisfaction, capacity control, or other factors. Just as each company has its own competitive strategy, each has its own unique pricing strategy. As transport reinvents, disruptive digital tech—the Internet of Things (IoT), smart products, real-time intelligence and connectivity plus artificial intelligence and data analytics—will form the backbone of rail and transit travel. Download [Dynamic Pricing: Mobility in the New](#) to find out more.

An intelligent back office (IBO) completely breaks the mold and works less like a bureaucracy and more like an enabler of new value. IBO has three fundamental characteristics - people-centered experiences, digital on the inside and a data-driven backbone. Transformation to the IBO is not a finite project, but rather a mindset of continuous improvement. Download [From Bureaucracy to Value Engine: The Intelligent Back Office](#) to find out more.

The [Big Zero](#) shows how to achieve startup speed at enterprise scale. How? By transforming a culture right down to its foundations and aligning the strategic priorities of the entire organization. Reinvigorating people’s mindsets and behaviors. Endowing them with the ownership of what and how they spend and where they redeploy the savings. Download [Getting Ahead by Cutting Back](#) to find out more.

9.0 Professional Fees

Provide your fee for services, including your firm's hourly rate and a comprehensive cost for the first phase of the analysis as outlined in the scope of work.

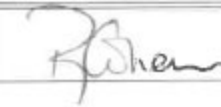
[1] **Fee for Services (all-inclusive firm fixed price):** \$789,500 for 12-week Agency Transformation Initiative - Assessment Phase. This firm fixed price includes the comprehensive cost to deliver the scope defined in this proposal, including the fees for Accenture staff and our teaming partners Cambridge Systematics and Segal. Given the COVID environment, we have budgeted a lower amount for travel than customary for this scope of work as we assume we will need to conduct as much of the work as possible remotely via a mutually agreed upon digital and collaboration platforms (e.g., MS-Teams and Zoom). Should COVID circumstances change before project start, we can work with DCTA to get the right mix of work onsite and remote. We assume that Accenture will provide DCTA with a milestone invoicing schedule as we complete the final contract.

[2] **Hourly Rate:** Accenture's hourly labor rates range between \$195 to \$475 per hour, with the mix of skills and rates varying depending on the type of work to be delivered. As DCTA retains Accenture for additional work, we will draw upon the right types of skills and experiences needed and fixed fees will be based on actual work to be done.

[3] **Key Pricing Assumptions:** (a) DCTA staff and stakeholder participation is required for data collection, interviews, and workshops as described in the proposal; (b) the Assess Phase project timeline is 12 weeks; (c) DCTA will provide information in our Data Request by Week 3 and so we can stay on schedule we need DCTA to respond to follow up data requests as soon as practical; (d) the compensation related work for the Governance Analysis will leverage the benchmarking and other analyses already completed for DCTA by Segal—their incremental work in this project will be limited to the areas specified in the Approach section of this response; (e) DCTA will provide feedback on draft deliverables by seven days after completion, and (f) Accenture reserves the right to modify its proposed pricing based on completion of due diligence activities, final approval by Accenture management, and the DCTA and Accenture's agreement on a definitive agreement covering the work associated with this RFP.

10.0 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.

Denton County Transportation Authority		Bid 20-11	
DCTA SOLICITATION OVERVIEW AND ENDORSEMENT			
SOLICITATION No./TYPE	RFP 20-11		
TITLE	Agency Transformation Initiative		
PROCUREMENT SCHEDULE	Dates and times are subject to change; any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	February 20, 2020 2:00 pm CST	PRE BID/PROPOSAL MEETING LOCATION	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
QUESTIONS DUE	March 13, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	March 25, 2020 by 5:00 pm CST
DUE DATE/TIME	April 3, 2020, no later than 10:00 am CST		
QUESTIONS/CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses.		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Athena Forrester, CPPO procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at: DCTA 1955 Lakeway Drive, Suite 260 ATTN: Athena Forrester SOLICITATION #20-11 Lewisville, Texas 75057 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. 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.		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of the contract. DCTA's DBE Program is available at www.dcta.net .		
DBE GOAL	Cyes/No DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to private construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3143(a); 29 CFR 5.2(h); 49 CFR 18.36(f) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a); 29 CFR 5.5(a). "Construction," for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	Cyes/No Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME	Accenture, LLP		
CONTACT NAME	Rob Cohan	TITLE	Managing Director, Public Sector Strategy & Consulting
TELEPHONE	(512) 732-5615	EMAIL	Robert.cohan@accenture.com
ADDRESS	5221 N. O'Connor Blvd., Suite 1400 Irving, Texas 75039		
SIGNATURE			DATE 4/13/2020

2/10/2020 8:07 AM

p. 4



February 14, 2020

ADDENDUM NO. ONE (1)

RFP 20-11

AGENCY TRANSFORMATION INITIATIVE

Changes:

1. PRE-PROPOSAL MEETING:

The Pre-Proposal Meeting time has changed:

From: February 20, 2020, at 2:00 pm

To: March 4, 2020, at 2:00 pm
The call-in information remains the same

[Join Microsoft Teams Meeting](#)
[+1 254-266-7685](#) United States, Hamilton (Toll)
Conference ID: 911 172 06#

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.

Athena Forrester, CPPO, CPPB
AVP of Regulatory Compliance

Acknowledged by:

Firm/Representative

Date: 4-13-2020



March 26, 2020

ADDENDUM NO. TWO (2)

RFP 20-11

Agency Transformation Initiative

Changes:

1. PROPOSAL DUE DATE:

The Proposal Due Date has changed:

From: April 3, 2020, at 10:00 am

To: April 17, 2020, at 2:00 pm

Questions & Answers:

2. List of all questions and responses, attached.


3. The Indemnification language has changed as followed.

DCTA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST DCTA, ITS OFFICERS, AGENTS AND EMPLOYEES COLLECTIVELY REFERRED TO IN THIS SECTION AS "DCTA" FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DCTA. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS DCTA FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF DCTA). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST DCTA IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM DCTA, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEY'S REASONABLY SATISFACTORY TO DCTA. 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 THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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.

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.


Athena Forrester, CPPO, CPPB
AVP of Regulatory Compliance

Acknowledged by: 
Firm/Representative

Date: 4-13-2020



April 7, 2020

ADDENDUM NO. THREE (3)
RFP 20-11
Agency Transformation Initiative

Changes:

1. PROPOSAL SUBMITTAL METHOD:

The Proposal may be submitted electronically through BidSync in lieu of paper submittals.

The electronic submittal is labeled as 20-11 Electronic Response

The submittal date is April 17, 2020, at 2:00pm CT.

No additional changes have been made.

Direct all questions to forrester@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.

Athena Forrester

Athena Forrester, CPPO, CPPB
AVP of Regulatory Compliance

Acknowledged by: _____

Firm Representative

Date: _____

4-13-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (AC, No, Ext): (866) 283-7122 FAX (AC, No): (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh, Pa. NAIC # 19445 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Accenture PLC, Accenture LLP and Accenture Federal Services LLC Including all subsidiaries and affiliates 1345 Avenue of the Americas New York, NY 10105	

COVERAGES CERTIFICATE NUMBER: 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 - COMPOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Professional Liability			014201307 SIR applies per policy terms & conditions	06/01/2019	06/01/2020	Each Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Limits are expressed in US Dollars. Coverage Includes cyber liability.

CERTIFICATE HOLDER Accenture PLC, Accenture LLP and Accenture Federal Services LLC Including all subsidiaries and affiliates 1345 Avenue of the Americas New York, NY 10105	CANCELLATION 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 <i>Aon Risk Services Central, Inc.</i>
--	---

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2020

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com Fax: 212-948-0770	CONTACT NAME: Marsh PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Accenture PLC, Accenture LLP and Accenture Federal Services LLC Including All Subsidiaries and Affiliates 161 North Clark Chicago, IL 60601	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company 16535 INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER C: American Zurich Insurance Company 40142 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CHI-008998075-50 **REVISION NUMBER:** 108

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	ADOL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLO 9376192-16	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP 9376191-16	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	28295306	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9299262-19 (AOS) WC 9299263-19 (MA, NM & WI)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CRIME			FID4755050-08	06/01/2019	06/01/2020	PER LOSS \$ 10,000,000 AGGREGATE \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Accenture clients, vendors, landlords, lessors or any other party are included as additional insured as required by the terms of a written agreement with respect to General Liability, Automobile Liability and Umbrella Liability. Primary and non-contributing coverage is afforded to additional insureds when required by written agreement.
A waiver of subrogation is provided where required by written agreement with respect to General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation.
Accenture clients or any other party are included as joint loss payees as regards the Crime insurance as required by the terms of a written agreement.

CERTIFICATE HOLDER Accenture PLC, Accenture LLP and Accenture Federal Services LLC including all subsidiaries and affiliates 161 North Clark Chicago, IL 60601	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

ACORD 25 (2016/03)

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Other Contractual Assumptions for Discussion

1. Accenture assumes that the RFP and other information provided by or referenced by DCTA is accurate and complete. If, after the Agreement is signed, it is determined that the RFP or other information provided by DCTA is inaccurate or incomplete in any material manner, the parties will negotiate an adjustment in the project scope and fees, as applicable, per the Agreement's change order process.
2. Changes to the information provided in the RFP and DCTA's responses to questions, including additional services, items or equipment DCTA deems necessary after project start date; or changes in federal laws or regulations will go through a mutually-agreed upon change control process to address potential impacts to the proposed services that may affect project schedule and/or cost.
3. Accenture's performance of the Agreement is dependent on DCTA's prompt and effective performance of its responsibilities, including timely decisions and approvals.
4. DCTA will commit resources and management involvement as described in the Agreement or as required by the work effort in order to support Accenture's delivery of the services and to perform the agreed upon acceptance procedures in a timely manner.
5. DCTA will obtain all consents necessary from its third parties (i.e., those not under Agreement with Accenture) required for Accenture to perform its obligations under this Agreement. DCTA will be responsible for the contractual relationship with such third parties and for facilitating their cooperation with Accenture. Accenture will not have any responsibility for the performance of other contractors or vendors engaged by DCTA (other than Accenture's sub-contractors) or delays caused by them. There are no third-party beneficiaries to this Agreement.
6. DCTA will be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any DCTA furnished property necessary to perform its obligations hereunder.
7. DCTA shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Accenture. DCTA will be solely responsible for determining whether any Services provided by Accenture (i) meet DCTA requirements; (ii) comply with all laws and regulations applicable to DCTA; and (iii) comply with DCTA's applicable internal guidelines and any other agreements it has with third parties.
8. Each party will retain responsibility for its compliance with any laws, regulations, or other authorities, in effect on the date of submission of our proposal, including those areas on which it relies on the other party's performance under the Agreement.
9. COTS software, if any is used or provided, is subject to the warranty, indemnity rights, and the terms and conditions of the respective software provider.
10. The parties will negotiate the terms and conditions of the agreement, to include the scope of the project. The RFP and submitted Proposal would not be included and/or incorporated by reference into the Agreement.

11.0 Appendix

The following documents/forms must be completed by the Offeror and shall be submitted with the Technical Proposal in Tab 11

We have completed and attached the following exhibits in accordance with the RFP requirements.

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

Exhibit A: Business Questionnaire

Denton County
Transportation Authority

Bid 20-11

DCTA **BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business" herein)
Accenture LLP

2. Doing Business As (other business name if applicable)
Accenture

3. Federal Tax ID Number
72-0542904

4. Business Mailing Address (include City/State/Zip Code)
5221 N. O'Connor Blvd., Suite 1400
Irving, Texas 75039

5. Business Email Address
Robert.cohan@accenture.com

6. Business Telephone Business Fax Number
(512) 732-5619 (512) 652-7246

7. Business Type
☐ Individual ☒ Partnership ☐ Corporation ☐ Joint Venture

8. Number of Years in Business
30

9. Annual Gross Revenue for the past three years (M = Millions)
☐ \$1M or less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$15M ☒ \$15M+

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.
Please see attached page for additional explanations

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)
N/A

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 Rob Cohan

Title Managing Director

Signature of Owner 

Date 4-13-2020

Email Address Robert.cohan@accenture.com

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

Exhibit A**Bidder's Questionnaire**

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

Additional Explanation

17.- Disputes involving every type of professional services firm are fairly commonplace. The number of such situations worldwide in which Accenture is involved in is minuscule in relation to its total number of clients. The ultimate outcome of any dispute will not have any adverse effect on Accenture's ability to provide the services described in this proposal to "Denton County Transportation Authority (DCTA)". Due to confidentiality restrictions, we are prohibited from disclosing details regarding specific client agreements and the nature of such agreements as relates to this topic.

18.- Litigation involving every type of professional services firm – including consultants – has become commonplace over the last two decades worldwide. The number of such situations worldwide in which Accenture is involved in is minuscule in relation to its total number of clients. The ultimate outcome of any pending litigation will not have any adverse effect on Accenture's ability to provide the services described in this proposal to Denton County Transportation Authority (DCTA).

19.- Disputes involving every type of professional services firm are fairly commonplace. The number of such situations worldwide in which Accenture is involved in is minuscule in relation to its total number of clients. The ultimate outcome of any dispute will not have any adverse effect on Accenture's ability to provide the services described in this proposal to "DCTA". Due to confidentiality restrictions, we are prohibited from disclosing details regarding specific client agreements and the nature of such agreements as relates to this topic.

25.- Our standard agreement provides warranty provisions whereby, within a defined timeframe, Accenture will re-work deliverables provided to a client in the event that a problem is identified. Due to confidentiality restrictions, we are prohibited from disclosing further detail regarding specific client agreements and the nature of such agreements as relates to this topic.

Exhibit B: Prohibition of Contracts with Companies that Boycott Israel

Exhibit B

Denton County
Transportation Authority

Bid 20-11

Prohibition of Contracts with Companies Boycotting Israel

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

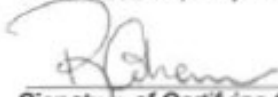
House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel

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, Rob Cohan (Name of certifying official), the Managing Director, Public Service Strategy & Consulting (title or position of certifying official) of Accenture LLP (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: Managing Director, Accenture Public Sector Strategy & Consulting

Date: 4/13/2020

Exhibit C: Form CIQ Conflict of Interest Questionnaire

Exhibit C

Denton County
Transportation Authority

Bid 20-11

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>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)</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code</p> <p>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.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> 1 Name of person who has a business relationship with local governmental entity. </div> <div style="text-align: center; margin-top: 10px;"> N/A </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. </div> <p style="font-size: small;">(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.)</p> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> 3 Name of local government officer with whom filer has employment or business relationship. </div> <div style="text-align: center; margin-top: 10px;"> N/A Name of Officer </div> <p style="font-size: small;">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</p> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section</p> <div style="text-align: center; margin-top: 10px;"> N/A </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> 4 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> N/A Signature of person doing business with the governmental entity </div> <div style="width: 35%;"> Date </div> </div> </div>		

2/10/2020 8:07 AM

Adopted 06/29/2007
p. 25

Exhibit D: Non-Collusion Affidavit

Exhibit D

Denton County
Transportation Authority

Bid 20-11

NON-COLLUSION AFFIDAVIT

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

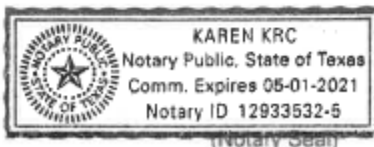
The authorized representative for bidder/proposer, Rob Cohan, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; 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]
Signature of Authorized Company Representative

Rob Cohan; Managing Director, Accenture Public Service Strategy & Consulting
Name and Title of Authorized Company Representative

4-13-2020
Date

Subscribed and sworn to before me on 4/13/20 (Date)



(Notary Seal)

[Signature]
Signature Notary Public

2/10/2020 8:07 AM

p. 26

Legal Disclaimer

Accenture's proposal is submitted in response to Denton County Transportation Authority's ("DCTA") RFP 20-11 for its Agency Transformation Initiative. Accenture is submitting this proposal with the express understanding and condition that DCTA and Accenture will have an opportunity to work together in a spirit of cooperation to discuss, clarify and agree upon the specific scope of services, responsibilities between the parties, assumptions, and contract terms applicable to the proposed services. Specifically, if selected, Accenture looks forward to negotiating a mutually acceptable agreement with DCTA based upon the terms and conditions in the RFP, subject to obtaining greater clarity and mutual agreement on the terms of the standard terms and conditions as they will apply specifically to this scope of work. Accenture looks forward to DCTA considering the inclusion of discreet modified terms and conditions including specific terms associated with Limitation of Liability, Intellectual Property Ownership, Termination (whether for cause or convenience), Warranty, Indemnity, Insurance, Client Responsibilities, Acceptance and Governance. Nothing in this document shall form the basis for any contract, and nothing contained in this document will be binding against Accenture unless expressly agreed to by Accenture under a formal contract. All representations and warranties, whether express or implied by statute, law, or otherwise, are hereby excluded.

Accenture interprets the following words and phrases used in the solicitation and this proposal in the manner indicated: "maximize," "optimize," and "optimal" mean to improve to a commercially reasonable degree; "minimize" means to reduce to a commercially reasonable degree; "best" means leading or of a high standard; "partner" and "partnerships" do not mean a legal partnership, but rather a collaborative relationship; "right," where used as an adjective, means appropriate; and "ensure" and "enable" mean to use commercially reasonable efforts to implement.

This document was prepared on the instructions and information given by DCTA and, accordingly, no responsibility is accepted for any inaccuracy or error or any action taken or not taken in reliance on this document.

These limitations are not in any way intended to restrict continuing business discussions between DCTA and Accenture.

The pricing contained in this proposal is based on known criteria supplied to date by DCTA. Accenture reserves the right to modify this pricing based on completion of due diligence activities, final approval by Accenture management, and DCTA and Accenture's agreement on a definitive contract covering the work associated with this pricing.



June 11, 2020

Ms. Athena Forrester
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260 Lewisville,
Texas 75057

Dear Ms. Forrester:

Thank you for the opportunity to further discuss the Accenture Team's proposal to support DCTA's Agency Transformation Initiative. I am pleased to provide DCTA with this version of a Best and Final Offer (BAFO). This BAFO includes adjustments to the scope and pricing of the initial phase of this project given the discussion we had and the feedback and priorities that you have now shared with us last week. The intent of this letter is to convey adjustments that we propose as a revised offer for your consideration.

Best and Final Offer:

In our discussions we understand that the initial phase of the Transformation Initiative should especially emphasize assessments and recommendations regarding both the Service and Technology areas of DCTA's organization. We understand while the Governance and Financial areas are important that a higher level of analysis could be performed in these areas given the more pressing needs of DCTA now. In forming this revised offer, we took your feedback on the Service, Technology, Financial and Governance/Organization areas under consideration. As a result, we propose the following adjustments for the initial phase of DCTA's Transformation Initiative:

1. The scope of the Service and Technology workstreams will remain the same as described in our proposal. We will also underscore that our analysis and recommendations for these two workstreams will emphasize how DCTA may streamline or optimize its workload and workflows by using automation in place of manual processes. We also understood that DCTA leadership is very open to what the future of service might look like as well.
2. The compensation study has been removed from the initial phase of this project and can be reserved as an optional future service since DCTA completed a study in the last year.
3. The scope for the Governance and Organization workstream will now represent a high-level assessment of the of DCTA's organization and governance model covering these components:
 - a. Organization Structure, including Span of Control and share of overall DCTA staff assigned to Functions
(i.e., % of overall number of DCTA staff dedicated to IT or marketing functions)
 - b. Governance/Management Structure
 - c. Roles, including Role Descriptions
 - d. Staffing and Training expenditures
 - e. Supervisory Practices
 - f. Talent and Performance Management

In the area of Budget & Finance, we understand that the ELAP study is underway by DCTA Executive Staff. We propose that our work cover up to five critical aspects of DCTA's financial structure and Budgeting approach. We suggest and propose that we be flexible at this point as to the best way to do this so we can

make our work in this area most impactful to you. We suggest that we work together during our planning step to determine which aspects could be most impactful to DCTA. We understand you are particularly

concerned about DCTA's reserve policy, its implications on member-city financial and cash positions, and that the current approach to budgeting and reporting depreciation has created confusion for the Board. Our analysis and work will include a crisp assessment of these.

We understand that time is of the essence for the DCTA, so we propose that the timeline and schedule for this initial phase of the Transformation Initiative continue as twelve (12) weeks. Given the adjustments reflected earlier, **we propose to adjust down our professional fees as a BAFO to the amount of \$667,000 (a 15.5% reduction from our initial proposal to DCTA).** We do want to thank you for your feedback on our scoping and approach. If you find that we need to make other adjustments, we are happy to talk further about this.

On behalf of our team we are very excited to work with you on this very important assignment. Thank you again for the opportunity to serve you and the DCTA.

Regards,

A handwritten signature in black ink, appearing to read "R Cohan". The signature is fluid and cursive, with the first name "Rob" and last name "Cohan" clearly distinguishable.

Rob Cohan
Managing Director—Strategy & Consulting
Accenture LLP



Board of Directors Memo

June 25, 2020

SUBJECT: Consider Award of RFP 20-14 for Sales and Use Tax Review Services

Background

A request for proposals was issued on May 8, 2020, seeking qualified firms to perform a review of DCTA's sales/use tax remittances and related information to ensure that DCTA is receiving all the sales taxes to which it is entitled. Six thousand, six hundred, seventy-five (6,675) entities were successfully invited to view the documents on the electronic procurement platform used by DCTA.

On May 26, 2020, DCTA received four (4) proposals in response to the RFP:

1. Avenu Insights and Analytics, LLC
2. Azavar Government Solutions
3. HdL Companies
4. TriStem, Ltd.

Staff conducted a review and evaluation of the proposals and is recommending award to HdL Companies.

Identified Need

Work to be performed includes identifying any misallocations, reporting errors, or other factors causing DCTA to receive less than the proper amount of taxes due. Consultant will be asked to document and report findings and to perform any necessary analysis and other work that will help ensure that DCTA is realizing all the sales tax revenue to which it is entitled. Consulting services including forecasting, legislative and regulatory policy tracking, and analysis will also be included in the service. DCTA has contracted for Sales and Use Tax Review services for the last five years.

Financial Impact

The agreement is for a three (3) year term commencing September 1, 2020, through and including August 31, 2023, with the option to renew for two (2) additional one (1) year terms. The total anticipated cost for the contract includes flat fees of \$36,000 over the five (5) year term or \$7,200 per year plus a 22.5% fee on recovered (past) and increased (prospective) sales taxes.

Recommendation

Staff recommends the Board approve the award of Sales and Use Tax Review services and authorize the CEO to execute a contract with HdL Companies.

Exhibits

Exhibit 1 – Evaluation Consensus

Exhibit 2 – Request for Proposal Package

Exhibit 3 – HdL Companies Proposal



Submitted By:

A handwritten signature in blue ink that reads "Christa Christian".

Christa Christian, CPPB, Senior Procurement Specialist

Final Review:

A handwritten signature in blue ink that reads "Marisa Perry".

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

Approval:

A handwritten signature in black ink that reads "Raymond Suarez".

Raymond Suarez, CEO



EVALUATION SCORE SHEET - CONSENSUS AVERAGES
 DCTA REQUEST FOR PROPOSAL 20-14 Sales and Use Tax Consulting
 EVALUATOR: Evaluation Team

	MAX PTS	Avenu	Azavar	HdL	TriStem
TOTAL SCORE	100	89.5	69.25	93.75	40

	Avenu	Azavar	HDL	TriStem
Eval 1	91	65	101	50
Eval 2	89	60	90	20
Eval 3	88	72	90	35
Eval 4	90	80	90	55
Average	89.5	69.25	92.25	40

Solicitation 20-14

Sales and Use Tax Review

Bid Designation: Public



Denton County Transportation Authority

Bid 20-14

Sales and Use Tax Review

Bid Number **20-14**
Bid Title **Sales and Use Tax Review**

Bid Start Date **May 8, 2020 11:53:17 AM CDT**
Bid End Date **May 26, 2020 10:00:00 AM CDT**
Question &
Answer End Date **May 18, 2020 5:00:00 PM CDT**

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

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **90 days**

Bid Comments

Denton County Transportation Authority is seeking proposals from qualified firms to perform a review of DCTA's sales/use tax remittances and related information in accordance with the specifications and terms set forth within the specifications.

Added on May 21, 2020:
Questions and answer's uploaded.

Item Response Form

Item **20-14--01-01 - Sales and Use Tax Review RFP**
Quantity **1 each**
Prices are not requested for this item.

Delivery Location **Denton County Transportation Authority**
Denton County Transportation Authority.
1955 Lakeway Drive
Suite 260B
Lewisville TX 75057
Qty 1

Description
Sales and Use Tax Review RFP



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Proposals (RFP) 20-14		
TITLE	Sales and Use Tax Review		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	
QUESTIONS DUE	May 18, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	May 21, 2020 by 5:00 pm CST
DUE DATE/TIME	May 26, 2020 at 10:00 am CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Christa Christian, CPPB procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered, submitted electronically through www.Bidsync.com or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-14 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained or referenced herein. Upon acceptance of the offer, and upon award of the Contract to the successful firm (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 September 1, 2020, through and including August 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 perform a review of DCTA's sales/use tax remittances and related information as well as recovery services in an effort to ensure that DCTA is receiving all the sales taxes to which it is entitled. Work to be performed includes identifying any misallocations, reporting errors, or other factors causing DCTA to receive less than the proper amount of taxes due. Firm will be asked to document and report findings and to perform any necessary analysis and other work that will help ensure that DCTA is realizing all of the sales tax revenue to which it is entitled.

- A. Identify businesses operating without proper licensing or without remitting appropriate taxes to DCTA in accordance with Texas tax law.
- B. Ensure proper reporting and recovering of past and future tax remittances of businesses identified by the firm as non-compliant by:
 - a. Assisting businesses in the preparation and filing of amended returns and in making payments in accordance to applicable tax laws, regulations and associated interpretation for all open tax periods.
 - b. Assisting businesses in correcting registration information for taxes reported incorrectly to another jurisdiction.
 - c. Providing documentation to the Comptroller's office to request reallocation of remittances and the transfer of funds to DCTA that were reported in error to another jurisdiction or that were otherwise misappropriated.
- C. Provide quarterly status reporting on the sales/use tax review initiatives.
- D. Provide consultation in sales/use tax matters as needed including forecasting, legislative and regulatory policy tracking, and analysis.

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 package shall be labeled as **RFP 20-14**.

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

The page count shall not include:

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

Each technical proposal shall include the following information:

EXECUTIVE SUMMARY

The Executive Summary must contain the following statements and information:

- State firm'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. Describe any proprietary analysis tools, knowledge, or methodologies that the firm would use for the requested services.
- 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.
- 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 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.
- Specific experience in providing sales tax review services to Texas public entity clients including municipal and public transportation agencies.
- 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.

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.

- **PROPOSED FEE SCHEDULE** – Firm shall provide a contingency fee schedule for sales tax review services plus the costs for any additional services for DCTA to consider.

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 Proposer 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 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
<p>Qualifications, Experience and References</p> <p>Briefly introduce firm, providing a summary of the administration 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. Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.</p> <p>Specific experience in providing sales tax review services to Texas public entity clients including municipal and public transportation agencies.</p> <p>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.</p> <p>Demonstrate the firm's knowledge and understanding of the Service required by DCTA.</p> <p>Please list any special certifications by firm and/or key employees.</p> <p>Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.</p> <p>References with contact names and telephone numbers for at least three (3) similar clients.</p> <p>Capability to provide the services requested.</p>	50

Project Approach This section should state firm's understanding of this project and proposed means of accomplishing it, the anticipated approach, and any unique problems and their solutions. Describe any proprietary analysis tools, knowledge, or methodologies that the firm would use for the requested services. Additionally, this section must: <ul style="list-style-type: none">• Sample reports that will be available to DCTA for data analysis purposes.• Support availability (days of week and time).• 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.• Responsiveness to the Request for Proposal<ul style="list-style-type: none">○ Requested information included and thoroughness of response○ Understanding and acceptance of the scope of services○ Acceptance of the RFP and Contract requirements○ Clarity and conciseness of the response	20
Price 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">• Proposed fee schedule	30
Total	100
Required Forms and Certifications All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.	Pass/Fail

3. TECHNICAL EVALUATION

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

4. INTERVIEWS

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

5. BEST AND FINAL OFFER

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

6. CONTRACT AWARD

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

DCTA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST DCTA, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "DCTA") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DCTA. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS DCTA FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF DCTA). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST DCTA IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM DCTA, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO DCTA. 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 THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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.

By the execution and submission of this proposal, proposer acknowledges proposer has

read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

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

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

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

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

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

Termination for Default

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the

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

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

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

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

Termination of Force Majeure

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

Disputes

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

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

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

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

16. CONTRACT

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

17. PROHIBITION OF BOYCOTT 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:

Covering Bodily Injury/Property Damage, Products/Completed Operations and Personal Advertising Injury

- Per occurrence \$1,000,000
- General Aggregate \$2,000,000

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

- \$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

Appendix A

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:

~~Regular Item 10, Exhibit 2~~

[illegible]

		Denton County Transportation Authority	Regular Item 10, Exhibit 2	Bid 20-14
--	--	---	--	-----------

Question and Answers for Bid #20-14 - Sales and Use Tax Review

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: May 18, 2020 5:00:00 PM CDT

Denton County Transportation Authority

**PROPOSAL FOR SALES AND USE
TAX REVIEW**

ELECTRONIC COPY

RFP 20-14

MAY 26, 2020

HdL[®] Companies

SUBMITTED BY

HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT

Andy Nickerson
T: 714.879.5000
E: anickerson@hdlcompanies.com



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Proposals (RFP) 20-14		
TITLE	Sales and Use Tax Review		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	
QUESTIONS DUE	May 18, 2020 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	May 21, 2020 by 5:00 pm CST
DUE DATE/TIME	May 26, 2020 at 10:00 am CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Christa Christian, CPPB procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered, submitted electronically through www.Bidsync.com or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-14 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME	HdL Companies		
CONTACT NAME	Andrew Nickerson	TITLE	President/CEO
TELEPHONE	714.879.5000	EMAIL	anickerson@hdlcompanies.com
ADDRESS	8700 Manchaca Road, Suite 106 Austin, TX 78748		
SIGNATURE			DATE May 13, 2020

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1. COVER LETTER/EXECUTIVE SUMMARY

Denton County Transportation Agency
Attn: Christa Christian, CPPB
1955 Lakeway Drive, Suite 260
Lewis, TX 75058

RE: Solicitation #20-14

HdL Companies (HdL) is pleased to submit our qualifications for the Sales and Use Tax Review to the Denton County Transportation Authority (DCTA). I acknowledge and accept the terms and conditions set forth in this RFP. This proposal and cost schedule is valid for 90 calendar days from May 26, 2020. Richard Fletcher (rfletcher@hdlcompanies.com), our Vice President of Client Service and Operations will be the project manager and primary contact person for this proposal and correspondence should be directed to him.

HdL, previously operating as Sales Tax Assurance in Texas, has provided sales tax audit and information services to local Texas governments since 2007. The firm's team of professionals have extensive expertise in Texas sales and use tax. Our local government clients have realized tens of millions of dollars in recovered sales tax revenue from our work in Texas alone. All work and services provided will be completed by staff at our offices in Austin and Houston. HdL will not be using any subcontractors on this project.

Our contact information is:

HdL Companies
8700 Manchaca Road, Suite 106
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HdL monitors an annual sales tax base of over \$5 billion on behalf of clients that includes some of the most complex industrial, e-commerce, inventory/delivery, and out-of-state sales and use tax issues. Our team has over one hundred thirty (130) years of combined experience working with Texas local governments on sales tax monitoring and more than ninety (90) years of experience working inside the Texas Comptroller of Public Accounts' (TCPA) operations. This experience provides unmatched credibility in interactions with TCPA personnel and unique insights in interpreting information provided by the TCPA. Sales tax audit and recovery requires special skills and techniques that are materially different from standard financial audit processes. HdL utilizes proprietary software and analytical processes refined for this specialized audit application. HdL's error discovery, tax recovery and enhancement techniques are the most comprehensive of any company providing similar services.

HdL's approach to maximizing local sales tax revenues offers the following advantages:

- The firm's advanced audit methodology identifies and recovers allocation errors often missed by other systems. Solid documentation and continuous follow-up methods result in faster revenue recovery and fewer appeals, which results in lower recovery fees.

- The included web-based sales tax portal provides HdL clients immediate and convenient access to the most up-to-date sales tax reports available.
- All research staff are selected and trained for their abilities to maintain positive relations with the business community. The Company's dealings with local businesses are strictly positive and educational in nature, with complete emphasis on protection of confidentiality, cooperation and assistance. This produces the desired gain in revenues while maintaining positive relations with the Authority's businesses.

HdL is extremely responsive to our clients in Texas. In response to the current pandemic, our Texas team developed a comprehensive approach to classifying tax-payers into specific business groups, forecasted on those business groups, and, as of May 21, 2020 is delivering an interactive forecasting tool to assist all Texas clients in modeling sales tax revenue scenarios.

As President, I am pleased to submit our qualifications for DCTA. We look forward to reviewing the proposal with you in more detail and demonstrating how HdL can enhance the DCTA's bottom line. Please feel free to call if you have questions or need additional information. I can be reached at 512.906.0429 or by email at anickerson@hdlcompanies.com. Richard Fletcher and I are both authorized to bind the contract on behalf of HdL.

We appreciate the opportunity to present our proposal and thank DCTA for its consideration.

Respectfully submitted,



Andy Nickerson
President

TAB 1: QUALIFICATIONS AND EXPERIENCE

A. Firm Introduction

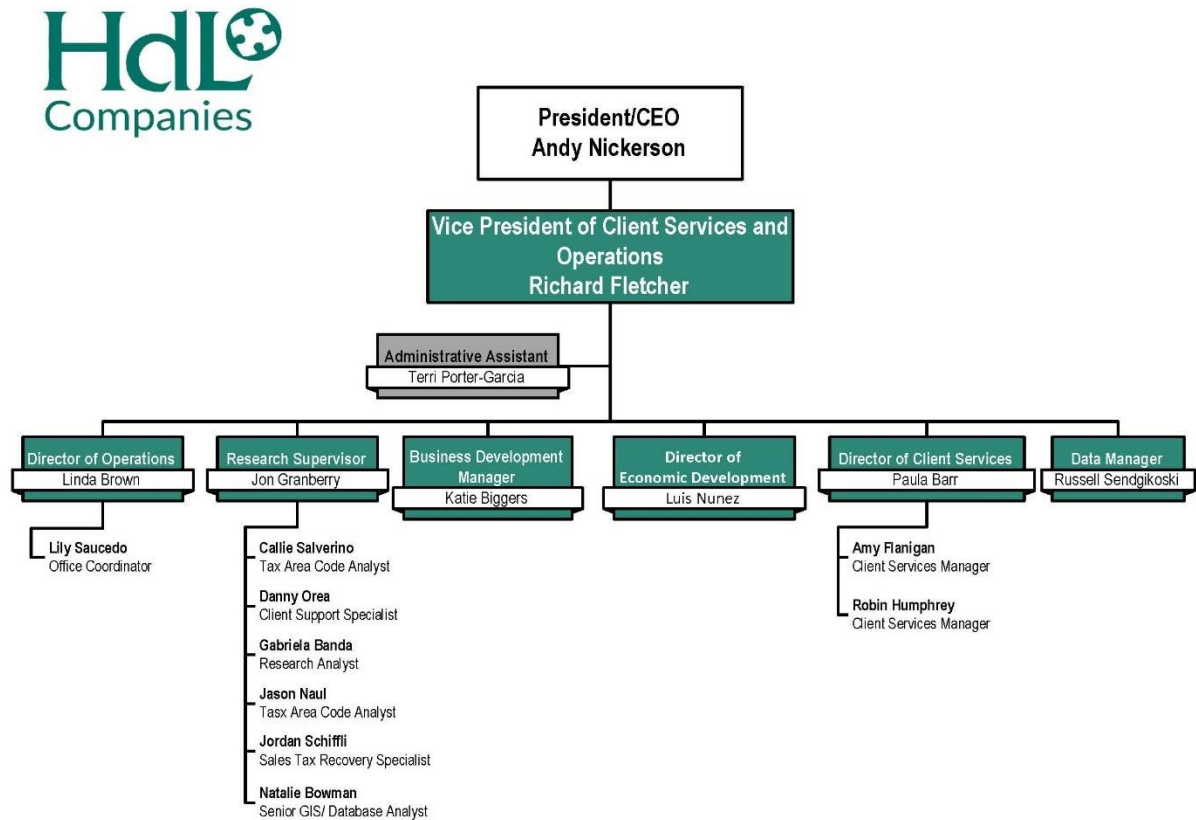
Founded in 1983, the HdL Companies were established to maximize local government revenues by providing a variety of compliance reviews, analytical services and software products. The firm has provided sales and use tax reporting, compliance review and recovery services in Texas since 2007. These services are the core, strategic focus of our company and we consider ourselves experts in sales and use tax. The firm serves over 500 local governments in six states, including over 90 Texas local governments and taxing jurisdictions covering a broad range in size of sales/use tax receipts, geographic area and boundary complexity. Our staff spent over 90 years working inside the operations of the Texas Comptroller of Public Accounts (TCPA). This unique experience provides an unmatched level of credibility in interactions with TCPA personnel and unique insights in interpreting information provided by the TCPA.

HdL is proud to have served local governments and special districts for over 35 years. During that time, HdL has grown from one employee to over 100 employees. In 2007, HdL's employees purchased the corporation from the founding partners and the company is now 100% employee-owned. This structure provides each employee a personal investment in providing outstanding service to our clients. Rather than focusing on short-term quarterly profits to appease stock market investors, our employee-owners believe in a long-term strategy of continually investing in new technology, databases and service upgrades to support our client's needs for precise auditing, budgeting and economic information. This approach has led to steady long-term growth, financial stability, capacity and resources that the DCTA desires from its vendors.

Sales tax compliance and recovery requires special skills and techniques that are materially different from standard financial audit processes. HdL specializes in sales tax audit and recovery services and utilizes proprietary software and analytical processes uniquely refined for this specialized audit application. Our techniques include working with the TCPA's personnel but also businesses within and outside a jurisdiction's boundaries. We understand the DCTA's standing as a partner with the community it serves, and we are sensitive to this in our interactions with businesses when representing DCTA in correcting any sales and use tax reporting errors.

Our company has a reputation for responsiveness and delivering more than expected. Our work processes keep a jurisdiction's officials informed of all key or sensitive issues and are compatible with the project's requirements. Our discovery, recovery and revenue enhancement techniques encompass all those described in DCTA's RFP but also include more. HdL's proprietary techniques are the most comprehensive of any company providing similar services, no matter the size or experience.

HdL has offices nationwide with offices in Austin, Texas and Houston, Texas where the work would be conducted. The firm currently employs over 160 employees with 16 employees in our Texas locations. HdL utilizes a team approach to contract implementation and management. Please find our organization chart on the next page which includes our core management team that would work with DCTA.



HdL's discovery, review and recovery processes are designed not to rely on any one individual. Each client's contract is supported by all the company's research, client support, management and administrative team members, and resources are adjusted and applied as needs dictate.

B. Specific Experience in Texas Sales Tax Auditing

HdL's Texas headquarters is in Austin and the firm maintains a regional office in Houston. Texas operations were established in 2007 to provide comprehensive sales and use tax audit, review, recovery and administration services for local Texas governments. HdL identifies missing, underreported and/or misallocated sales tax from errors and omissions which, when corrected, can result in recovered, new or increased sales tax revenue. HdL's business focus and core capabilities precisely match the scope of services requested by DCTA. We have done similar work for other transportation agencies in Texas including VIA Metropolitan Transit Authority and the Advanced Transportation District.

HdL is a successful profitable employee-owned company with a growing client list of over 90 small to very large local governments throughout Texas. Our team's approach to sales and use tax audit, review and recovery has demonstrated success over a very wide client size range and HdL's clients have realized tens of millions of dollars in recovered and/or increased sales tax revenue from our services.

HdL is also a proud sponsor for the Texas Economic Development Council, Texas Municipal League, Government Finance Officers Association of Texas, Texas City Management Association and SAFE-D.

Unique Knowledge and Experience with the TCPA

Some sales tax audit and review service providers may have experience working with the TCPA, but HdL has staff with extensive experience working for TCPA operations. HdL staff, principals, and researchers have a combined 90+ years working within the TCPA's operations. This unique experience brings an unmatched level of credibility in interactions with TCPA personnel. The staff's depth of knowledge of sales and use tax statutes and the understanding of the TCPA's processes allows it to effectively deal directly with businesses to resolve reporting issues. The firm utilizes its principals' experience, knowledge and understanding of data sourcing, generation, and production within TCPA operations to develop proprietary research processes, screening software and analytical techniques.

C. Qualifications of Key Personnel

HdL utilizes a team approach to contract implementation and management. HdL's discovery, review and recovery processes are designed not to rely on any one individual. Each client's contract is supported by all the company's research, client support, management and administrative team members, and resources are adjusted and applied as needs dictate.

Richard Fletcher, Vice President of Client Services and Operations and Project Manager. Richard joined the company in 2014. As Vice President, he is responsible for HdL's day-to-day business operations in Texas. This includes sales, marketing, client support, research, and financial operations undertaken from its Austin-based headquarters and its Houston office. Richard attended the University of Houston and has more than 15 years' experience providing financial management services to Texas local governments. Richard divides his time between the Austin and Houston offices.

Paula Barr, Director of Client Services. Paula joined the company in 2016 and is based in the Austin office. She maintains routine contact with clients, interfaces with the research team in response to client questions and special requests, provides training on use of the web-based portal and sales tax reports, and keeps clients apprised of noteworthy audit and recovery developments. She is a graduate of Gettysburg College and has extensive experience providing client support in the financial services industry and in Texas local government.

Jon Granberry, Research Supervisor. Jon supervises the company's research team based in Austin. Jon is a 2012 graduate of Texas State University with a degree in Geography and Political Science. He joined the company in 2012 and oversees the data acquisition and data management processes and supervises the analysts/researchers involved in the errors and omissions discovery and resolution processes.

Linda Brown, Director of Operations. Linda manages the internal business operations for the Texas market. She is a graduate of Texas State University and was previously employed by the Texas Comptroller of Public Accounts for 26 years from 1987 through 2013 in various administrative analyst capacities, including business account maintenance. Linda joined the company in 2013.

D. Firm Experience for Agencies of Similar Size and Scope of Scope

HdL has the resources and capability to fulfill the services requested in DCTA's RFP. The firm currently provides similar services to more than 90 agencies in the state and is very familiar with DCTA.

Size: A project's size is often measured by the annual sales tax revenues of a jurisdiction. HdL has experience working with small jurisdictions receiving less than \$100,000 in annual sales tax revenue and large jurisdictions receiving hundreds of millions of dollars in annual sales tax revenue. But there are other measures to consider. One is the geographic area (size) of the jurisdiction. HdL has experience working with clients whose geographic area is similar in size to the DCTA. Another is the number of businesses reporting sales tax to a jurisdiction. HdL has the demonstrated capability and experience working with tens of thousands of businesses within a jurisdiction. An example of a large entity that the firm has provided services to is the City of San Antonio.

Complexity: A project's complexity is best characterized by the sales tax boundaries of the jurisdiction and the number of taxing entities within, surrounding, overlapping or adjoining the jurisdiction. A jurisdiction with easily-defined governmental boundaries lowers complexity. Intertwined, overlapping jurisdictions with different tax rates increases the complexity. HdL has extensive experience dealing with jurisdictions with complicated sales tax boundaries.

For example, a current client has sales tax boundaries different than its governmental boundaries. Within its governmental boundaries are dozens of limited purpose annexed areas which are excluded from its sales tax authority. Those boundaries are irregular and not easily identified within a recognized governmental entity, city or county, or zip code boundary, which results in complex sales tax compliance monitoring.

E `Firm's Understanding of Services Required

"SIZE" and "COMPLEXITY" are useful but not the best measures for assessing the experience or ability of a company to effectively execute a sales and use tax audit and review project. Sales tax errors and omissions occur at the individual business/taxpayer level. Evaluating a company's experience related to this project's scope is best based on the following:

- a history of demonstrated results,
- state-of-the-art data acquisition and management,
- robust, scalable research and analytical processes to identify businesses with reporting issues resulting in missing or under-reported sales tax, and
- staff capacity and requisite experience to efficiently resolve identified issues.

We are one of the few companies with such capabilities providing sales tax review and recovery services in Texas. We believe HdL is the company with arguably the most comprehensive techniques and the experience that counts.

Texas sales and use tax is complicated and differs from other states. The statutes are complex and the administrative rules to implement the statutes are as complicated and as extensive as the statutes. Businesses (taxpayers) and their accountants usually get their business sales tax reporting correct, but not always. Incorrect information provided to the Comptroller can cause problems. Errors and omissions can occur at many points and levels in the overall process for many reasons.

A sales tax review and screening process must be structured, analytical, scalable and automated to deal with a complicated and constantly changing set of data for a jurisdiction. The processes must be capable of analyzing the many layers of the sales tax collection and payment process. Sales tax occurs in a dynamic environment. New businesses are constantly opening or beginning to provide taxable goods or services within a jurisdiction while other businesses are closing. HdL's experience, knowledge and understanding of the internal data sourcing, generation, and production within the TCPA's operations has allowed it to develop proprietary software, research processes and analytical techniques to identify errors and omissions. HdL employs state-of-the-art database and data processing resources and an experienced team of professional researchers. HdL designed its review approach to screen and process data monthly, not quarterly. HdL also designed its screening and reporting to match each jurisdiction's fiscal year. Monthly processing and monitoring of businesses reporting tax to a jurisdiction is an important feature in accurately assessing business reporting patterns and in screening for problems in a timely manner. This approach differentiates us from others.

Once a potential error is identified, it is critical to have an experienced team to conduct the research and follow through with the resolution process. Detailed knowledge of Texas sales tax statutes and TCPA administrative rules as well as how data is generated and produced from within the TCPA is crucial to understanding and resolving reporting issues. HdL staff to be assigned to this project have extensive experience working within the TCPA. Their capabilities are outlined above in the Staff Qualifications section. They have the credibility and requisite knowledge of where to go and with whom to discuss issues inside the TCPA. The team also has the tax knowledge and credibility to work directly with businesses and their accountants.

Problem or issue resolution can be a lengthy process with intermittent activity. Administrative support for the project's research team is scalable depending on the number of issues to be resolved. HdL's approach to sales tax administration does not require the direct support of DCTA. The HdL team will manage all interactions with businesses and assist taxpayers with report corrections. The team will also manage all interactions with the TCPA to resolve misallocated or underreported receipts and to document all revenue recovery.

In addition to compliance review and recovery services, HdL prides itself on client consultation and reporting that provides insight into specific taxpayers, industries, economic development areas, budget and forecast tools, and legislative and regulatory policy.

TAB 2: PROJECT APPROACH

A. Scope of Services

1. Proprietary Analysis Tools and Methodologies

Work Plan Components. While HdL cannot divulge the specifics of its proprietary processes and technology, the following outlines the planned work process components:

Project Start Timing. HdL is prepared to start the project immediately on receipt of a signed contract and signed authorizations allowing HdL to receive the Detailed Confidential Reports (DCR) from the TCPA for the Authority.

Start-up Meeting. Within 30 business days HdL will meet with DCTA officials to review planned activities, to establish key contact information, to review administrative requirements of the Authority, and to establish reporting dates and protocols.

Proprietary and Comprehensive Techniques. HdL, utilizing the unique knowledge and experience of its principals and staff, has developed proprietary audit and review techniques, processes and software to identify errors and omissions in Texas sales and use tax collection, payment, and allocation processes that can result in lost revenue for a jurisdiction. HdL has designed its analytical processes and techniques around **monthly** analysis and the ability to match data to a jurisdiction's fiscal year. HdL believes its methodology and approach is the most comprehensive used by any sales and use tax service provider in Texas.

Data collection, Database Development and Analysis. HdL will acquire on behalf of the Authority certain data and information from the TCPA related to the Authority's sales and use tax collections, including the DCR. The firm will acquire from third party and other public sources public information related to businesses doing business in DCTA's territory. HdL will then assemble the acquired data into a comprehensive proprietary relational database to be used in its analytics. The HdL team will update the proprietary database monthly with new DCR data and other data when available and utilize the Authority-specific proprietary database for its internal research related to sales tax review and recovery.

Detection of Errors and Omissions. Detection of errors and omissions is multi-dimensional, happens over differing time periods for different issues, and is an iterative on-going process. It requires a detailed understanding of the sales tax return completion/reporting process required by the TCPA as well as how the TCPA processes and reports information. It requires a comprehensive understanding of the tax statutes as well as the TCPA's administrative rules.

Though training and professional degrees in accounting and tax matters is often cited by others in tax review analysis as valuable, experienced staff having worked inside the TCPA's operations provides unique and advantageous insight into designing error identification and correction techniques.

Physical Canvassing. Periodically, or as warranted based on an identified potential issue, HdL conducts physical canvassing of businesses located in the DCTA's boundaries. This screening may be related to a sales tax permit registration issue or another issue.

Timely Screening and Analysis. To protect the Authority's interests, it is crucial any error or omission be identified as soon as possible. Circumstances can arise in which an under-reporting or non-reporting situation does not obligate a business for missed or under-reported taxes, in which case taxes are not recoverable. HdL designed its screening and analytics processes to monitor every significant business reporting tax to the Authority monthly. HdL performs its error and omissions screening process **monthly** to identify errors and begin the research and corrections process as soon as possible.

Analytics. HdL will utilize proprietary algorithms and analytical tools to screen for and identify:

1. Businesses located in the Jurisdiction but are not reporting tax to the Jurisdiction;
2. Businesses located in the Jurisdiction and paying tax to the Jurisdiction, but not at the appropriate level;
3. Businesses located inside or outside the Jurisdiction which may be paying taxes now, but for certain prior periods did not;
4. Businesses located in the Jurisdiction which paid taxes to another jurisdiction by mistake;
5. Businesses located outside the Jurisdiction which should be paying taxes to the Authority but have not;
6. Businesses located outside the Jurisdiction which are paying taxes to Jurisdiction but not at the appropriate level.

Follow-up Screening. Once errors or omissions have been corrected it is important to also continue to monitor businesses for correct reporting. Errors and omissions once corrected will not always stay corrected. HdL will monitor to ensure errors and omissions remain corrected.

Correction of Errors and Omissions. Corrections of errors and omissions is multi-dimensional and happens over varying time periods for different types of issues. In our experience some issues are resolved in weeks; some can take years. HdL will be working with businesses and the TCPA. The nature of the error determines to whom the corrections process is directed; it can be to either or both.

Working with the TCPA. In any sales tax review and recovery project it is crucial to have the understanding and experience to knowledgeably work with TCPA staff. Even more important is to have credibility with TCPA staff that the issues identified are valid and the solutions proposed realistic. HdL represents and handles all necessary interactions with the TCPA on behalf of DCTA.

There are circumstances when an issue is not resolvable through normal correction processes within the TCPA's revenue accounting department and must be directed to the TCPA's audit department. In these situations, the ability to monitor status is limited as the TCPA's audit process is confidential. HdL monitors audits through completion and will undertake appropriate steps to communicate and work with the appropriate TCPA contact points to resolve audit outcomes of concern.

Working with Businesses. It is important to realize no sales tax review, audit and recovery services contractor has audit or enforcement authority with a business related to its sales tax reporting. Such authority rests solely with the TCPA. However, it is sometimes necessary for our research team to contact a business directly. Having the knowledge to credibly discuss and explain the sales and use tax statutes, to sensitively discuss an issue and develop a workable solution has great value. All research staff are selected and trained for their ability to maintain positive relations with the business community. HdL's dealings with local businesses are strictly positive and educational in nature, with complete emphasis on protection of confidentiality, cooperation and assistance. This produces the desired gain in Authority revenues while maintaining positive relations with the Authority's businesses.

Quality Control. HdL's internal processes have peer review mechanisms to validate misallocated or underreported sales taxes before action is taken to start corrections. Further, information and communications with the TCPA on certain types of issues is also vetted by the TCPA's independent actions. Planned direct contact with businesses pertaining to a potential issue are internally reviewed to assure interpretation of the applicable tax statute or administrative rule as appropriate before contact is initiated. Only data from the TCPA is used as the basis of any commission determination and any commissions are based on sales tax revenues recovered.

Documenting Corrections, Commissions and Audit Trail. As reporting issues are resolved HdL will document those in routine updates to DCTA. The documentation includes the amount of the local sales tax collections made by a taxpayer for the Authority by month for the periods related to commission fees. HdL will also maintain in its work product records sufficient detail of actions taken that identify and resolve the particular taxpayer issue should the Authority's auditors wish to further verify the source and rationale for the recovered, new or increased sales and use tax.

The Authority's Administrative Processes Review. HdL's sales tax review work plan includes screening of the Authority's administrative processes with a goal of assessing if certain recommended modifications, if implemented, could have a favorable impact on DCTA's sales tax revenue.

Authority Support Requirements. HdL's audit, review and recovery processes are designed to handle all the administrative details with businesses and the TCPA associated with correcting reporting errors and omissions and getting the appropriate tax allocated to the Authority. DCTA staff support is not expected in ongoing sales tax review processes.

2. Demonstrated Results

HdL's work and recommendations have produced more than \$2 billion of recovered, new or increased sales tax revenue for its clients. HdL has successfully assisted jurisdictions with small to large sales tax revenue; small to large geographic area, and simple to very complicated boundaries. Following are a few examples demonstrating experience in recovering sales tax for jurisdictions in different situations. These examples are from current clients and have occurred within the last 5 years.

Correct Registration/Incorrect Reporting/Recovered Tax. In this situation, our research identified a company registered correctly in the TCPA's database which was reporting sales tax to the jurisdiction but at the incorrect amount because the company did not understand the sales tax statutes. Resolution of this problem required over two years of complicated "discussions" with the taxpayer and their accounting firm which was located outside of Texas. The firm recovered over \$29,000 of back taxes for the jurisdiction. Most significant is this business became the jurisdiction's top sales taxpayer when reporting was corrected, generating over \$150,000 in annual revenue or 17.3% of the jurisdiction's sales tax revenue. This project required a very detailed understanding of the statutes and the administrative rules of the TCPA and very delicate "discussions" with the taxpayer's accounting firm. The overall cumulative increased sales tax for this jurisdiction is over \$850,000.

Incorrect Registration/No Back Taxes Recovered. In this situation, our research identified a business not registered correctly in the TCPA's database. The firm worked with TCPA staff to get the business correctly registered which resulted in the jurisdiction receiving over \$200,000 in sales tax collections annually.

Incorrect Registration/Reallocation. In this situation, our research identified a business registered incorrectly and reporting sales tax to the wrong jurisdiction. This correction resulted in over \$475,000 of sales tax being reallocated to the jurisdiction. The corrected business is now reporting over \$450,000 per year in sales tax revenue.

Underreported Tax Recovery. In this situation research identified a business not reporting sales tax to the jurisdiction though it was identified as doing business within the jurisdiction. This correction process required years of complicated work with the company's tax department and required our assistance in helping them change their internal billing, tax accounting and programming. Over \$174,000 was recovered from the taxpayer for the jurisdiction. The cumulative increased sales tax from the firm's work for this jurisdiction from January 2009 through June 2014 was over \$1.5 million.

3. Sales and Use Tax Analysis and Reports Services (Star Summary)

Beyond the internal reports used for sales tax review, the firm has developed a set of complementary informational reports. These reports are designed for ease of use and to show each month the composition of and main contributors to the change in the DCTA's sales tax collections. The reports are aligned to the Authority's fiscal year and its sales tax cash payments receipts periods. The reports are available via a web-based portal and the Authority may run/utilize the reports at its convenience.

Please check Tab 5: Attachments for a sample report package.

STAR Summary Reports. Following is a brief description of the objective of each report.

Sales Tax Snapshot Report (STS). A one-page tabular and graphical summary snapshot of the sales tax collections and its major component make-up. This non-confidential report is designed to give an executive overview as of the most recent sales tax payment.

Monthly Sales Tax Payments Trend Table/Graphic (MSTG). Provides a 5-year tabulation by month by fiscal year of the actual cash sales tax payments received by Jurisdiction and the same month year-over-year change and cumulative fiscal year-to-date change in tax cash payments.

Sales Tax Payment Detail (STPD). Shows the components of the current month's cash payments received compared to the same month prior year as well as the fiscal year-to-date comparison.

Monthly Variance (MVAR). Shows the businesses with the largest positive or negative variance in payments above a selected threshold compared to the same month last fiscal year. This is a confidential report.

Fiscal YTD Variance (FYTDVAR). Shows the businesses with the largest positive or negative variance in payments above a selected threshold for the current fiscal YTD compared to prior fiscal YTD. This is a confidential report.

Top 30 Rank and Change (TOP30). Shows the current month top 30 businesses reporting sales tax in rank order and their aggregated total payments compared to the same period prior year. This report is not confidential and is designed to be used in conjunction with reports SS1, 2, 3 in non-confidential discussion situations.

Top 100 Rank and Change (TOP100). Shows the current month and fiscal year-to-date payments by the top 100 businesses compared to the same prior month and fiscal year. This is a confidential report.

Industry Segment Rank & Distribution Graphic (ISRD). A report which shows sales tax collections aggregated by businesses in industrial segments by rank order and distribution.

Industry Segment Trend Graphic (IST). Shows the 5-quarter trend of the sales tax performance by the largest industry segments.

Industry Segment Rank and Change (ISRC). Shows the sales tax collections by segment ranked and segment change for current fiscal year-to-date compared to the same prior fiscal YTD period.

Sales Tax Trend Graphic (STTG). Shows the sales tax collections change for the current month and year-to-date for Cities or entities within the Authority's service area as well as a graphic for the neighboring entities.

STAR-Forecast. In light of the recent COVID-19 Pandemic, HdL has created a tool to help clients during this challenging time. The Consensus Forecast and Forecasting Tool has been rolled out to 75% of our Texas clients and will be at 100% by the end of May.

Please check Tab 5: Attachments to review the HdL Companies Texas Consensus Forecast and Business Forecast Tool.

Consensus Forecast

HdL's Texas Forecast provides information and insights to help taxing jurisdictions assess the potential near-term impact of COVID-19 related events on sales and use tax as well as to forecast sales and use tax in future periods. The forecast incorporates insights from respected publications, numerous industry-specific analysts, and HdL sales and use tax specialists. The forecast is statewide in scope and considers eight distinct business groups defined by HdL. HdL contemplates updating its Texas Forecast quarterly.

Business Group Forecast Tool

HdL's Business Group Forecast tool is a comprehensive instrument to aid jurisdictions with sales and use tax forecast and budget processes. The interactive EXCEL spreadsheet-based tool incorporates a jurisdiction's historical sales and use tax revenue, business group insights from HdL's Texas Forecast, and jurisdiction-driven variable inputs to forecast sales and use tax revenue for future periods.

STAR-Detail. STAR-Detail is a package of reports that detail by month the historic collections of significant taxpayers (businesses) for which an allocation (payment) is made to the Authority. The report is accessed and run by DCTA through an interactive web portal. It is an Excel workbook with worksheets for the various reports.

STAR-Detail provides a digitally searchable, filterable database for the Authority's internal use.

This is a **confidential report**. It includes only data meeting the TCPA's allowable criteria for disclosure. Data for businesses with collections representing less than \$60,600 in annual taxable sales is not available from the TCPA and those businesses are excluded from this report. The reports include a month-over-month and fiscal year-to-date variance analysis so separate variance reports are not necessary. Following is a description of the detailed reports. The size and complexity of the STAR-Detail report package makes it difficult to incorporate sample reports. Upon request, a STAR-Detail report will be provided.

Major TPs Historic Rank. (Historic collections analysis). This report lists businesses in rank order above a selected prior fiscal year grand total threshold (\$1,000 in the example provided). Shown are the taxpayer ID, NAICS code, company name, location number and address along with the payments for the **month** of allocation. A blank location name or address indicates a business located outside the Authority. The date range is prior + current fiscal year. The data is ranked by the grand total of businesses' collections and includes a same month and fiscal year-to-date variance analysis.

JURIS Major TPs Rank. (Agency historic collections analysis). This report is in the same format as the prior report but only includes businesses located in the Authority. The totals at the bottom show the percent of total sales tax revenue derived from businesses located within the Authority.

Cross Reference Reports. These two reports are alphanumeric sorts the JURIS Major TPs by address and by company name. These reports allow an easy manual search of hard copy reports for particular businesses or locations.

TOP 100 TPs Rank. (Top 100 Taxpayer historical information and performance). This report lists the top 100 businesses ranked by the grand total of collections for the date range. The list is broken into segment totals.

NAICS Major TP Rank. (Historic economic composition and performance). This report lists the significant businesses' collections performance along with NAICS code category description. The businesses are aggregated and ranked within a 2-digit NAICS Code grouping. At the bottom of the report are the summary totals by the 2-digit NAICS code categories.

NAICS Segments Analysis. (Economic Category Performance). This report aggregates the businesses' sales tax collections by Economic Category, Segment, and Business Code. It ranks within each category, segment and business code and provides the month and fiscal year variance analysis.

Business Code Classification. This report delineates the NAICS ranges used in the NAICS Segments Analysis report.

STAR-Supplement. Two additional reports are available to the Authority to run via an interactive web portal.

Sales Tax Trend Graphic. This report shows the sales tax current period collections (not net payments) change comparison for entities in the Authority's area or customized to include Texas taxing jurisdictions selected by DCTA. This report provides a perspective on economic activity of the selected comparable entities to DCTA.

Taxpayer Payment History (TPH). This report allows the search of all historical payments in the database for the selected date range.

B. Project Plan/Timeline, Staff and Responsibilities

Project Start Timing. HdL is prepared to start the project immediately on receipt of a signed contract and signed authorizations allowing HdL to receive the Detailed Confidential Reports (DCR) from the TPCA for the Authority.

Start-up Meeting. Within 30 business days HdL will meet with DCTA officials to review planned activities, to establish key contact information, to review administrative requirements of the DCTA, and to establish reporting dates and protocols.

Project Plan: We expect to complete the initial sales and use tax review and deliver a report of our initial findings within 120 days. The on-going sales and use tax reviews and consultation will of course continue until contract expiration.

Staff Assignments:

- **Richard Fletcher**, Vice President of Client Services and Operations and Project Manager, will lead the team to meet the requirements of the Agency's RFP.
- **Paula Barr**, Director of Client Services, will interact with the team at DCTA and work with HdL's research team in response to DCTA's questions and special requests. She will also provide training on use of the web-based portal and sales tax reports and keep DCTA apprised of noteworthy audit and recovery developments.
- **Jon Granberry**, Research Supervisor, will oversee the company's research team based in Austin. He also oversees the data acquisition and data management processes and supervises the analysts/researchers involved in the errors and omissions discovery and resolution processes.
- **Linda Brown**, Director of Operations, will be the contact for invoicing and accounting inquiries.

C. Support, Problem Resolution, Timeline/Goal for Resolution

HdL will be available for support daily between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday. We will also be available after hours to resolve any issues that may arise. Feel free to reach out our project manager, Richard Fletcher on his cell phone at 713.504.1479 anytime. We are committed to responding to any inquiry within 1 business day. HdL will do our best to resolve any issue in the timeliest manner possible. Some issues do require research on our end and will require additional time to resolve. There is no limit to the number of requests that we will take care of for the DCTA.

D. Project Summary

HdL understands that DCTA will award a contract to a qualified company to perform sales tax review and recovery services to assure the Authority is receiving all the sales tax revenue to which it is entitled. Complicated Texas sales and use tax laws, and even more complex administrative rules to implement the laws, make it virtually impossible for DCTA to have the specialists on staff to assure receipt of all taxes due. HdL monitors and analyzes legislative action and administrative rules that can have an impact on client sales tax revenues, and ensures that we have the experience, resources and capabilities to perform the requested services for DCTA.

E. Ongoing Training and Support

HdL also serves as "on-call" staff to provide sales tax estimates for proposed projects, assist with budget projections and answer sales and use tax questions related to economic development, budgeting and related revenue collection. When requested, principals also meet with committees of the agency and other groups to explain sales tax regulations and their importance to DCTA's tax base. The firm will also provide ongoing training and support on the firm's web-based portal at no additional charge.

HdL makes every effort to monitor and report information that will affect our clients. A recent communication piece, *Remote Seller Memorandum*, regarding Internet Sales in response to the June 2018 South Dakota v. Wayfair Supreme Court decision can be found in Tab 5: Attachments.

F. Data Privacy, Ownership and Security

HdL considers the security of DCTA data of the utmost importance and takes all appropriate precautions to ensure that such data is protected from inappropriate use, both external and internal. HdL staff access to agency data is secured, with access reserved for appropriately authorized individuals. HdL's internal systems have built in security mechanisms to enforce access rules, and track and monitor all activities. HdL utilizes secured encryption methods for any electronic transmission of data between HdL and DCTA. HdL also guarantees that DCTA data will only be used for the purposes specified in the Agreement. Under no circumstances will agency data be provided to other vendors or interested parties. DCTA data will remain secured in a private data center which is located and will remain within the United States.

G. Description of Application Security and Connection

Reports are provided via SSL interactive web application. This delivery method allows the `ENTITY` to select which reports to run and download; makes report filing easier, and is a more secure method of transmitting confidential information. HdL has long used a web-based portal to deliver reports to clients. Each month new data is acquired and uploaded to the `ENTITY`'s database.

- a) The report dashboard access is via log-in with username and password.
- b) The report dashboard is available 24/7/365.
- c) The `ENTITY` designates the user/s for whom HdL sets access.
- d) The `ENTITY` controls passwords.

H. Test/Demo Site Access

HdL will provide access to the DCTA to access our client portal. The portal login will provide access to the fictional entity of Prosperity TX.

The portal address is: <https://texas.hdlcompanies.com/> The information needed to login is provided below. Specific report instructions are available upon request.

Username: User
Password: Demo123

TAB 3: REFERENCES

HdL has been serving clients in Texas since 2007. We currently offer similar services to 90 agencies in the state. Clients referenced below are all sales and use tax report/consultation and audit/recovery clients.

Current Client References:**Reference No. 1:**

Agency: City of San Antonio

Dates of Service: June 2016 to Present

Agency Address: P.O. Box 83996, San Antonio, TX 78283-3966

Contact: Dawn Oppermann, Compliance and Resolution Administrator

Phone: 210.207.5067

Reference No. 2:

Agency: City of Carrollton

Dates of Service: October 2018 to Present

Agency Address: 1945 East Jackson Road, Carrollton, TX 75006

Contact: Claudia Gallegos, City Treasurer

Phone: 972.466.5740

Reference No. 3:

Agency: City of Duncanville

Dates of Service: September 2015 to Present

Agency Address: 203 Wheatland Rdt, Duncanville, TX 75116

Contact: Richard Summerlin, Finance Director

Phone: (972) 780-5005

Additional Business Reference:

Agency: City of Lewisville

Agency Address: 151 W. Church Street, Lewisville, TX 75057

Contact: Jason Moore, Director of Economic Development

Phone: 972.219.3400

TAB 4: PRICING

The fee for services is as follows:

Reports & Consultation: \$7,200/Annually

Audit & Recovery: 22.5% of recovered or increased sales tax based on our work or recommendations.

The proposed cost is based on an annual minimum fee plus a Commission of 22.5% of Recovered or Increased sales tax based on audit work and/or recommendations. The minimum fee is \$7,200 for the first year and \$7,200 annually for subsequent years, including option years.

.

Recovered taxes are sales taxes recovered for the City representing up to 48 months of historic tax from the period of error determination.

Increased taxes are sales tax increases forward from the period of corrected reporting begins. Increased taxes can be the result of audit work causing a taxpayer to begin reporting (\$0 baseline) or can be from work causing an increase in sales taxes from a taxpayer above historic levels. The historic level is determined by the average of the taxpayer's prior 12 months reporting from period of correction, or another representative period if that is more beneficial to the City. The commission determination period is limited to 24 months.

TAB 5: ATTACHMENTS

- Addendum Acknowledgements

HdL acknowledges the receipt of the following:

Changes made to RFP 20-14 Sales and Use Tax Review.pdf on May 8, 2020 and May 18, 2020, and the Q&A response on May 21, 2020.

- Company Brochure
- Proof of Insurance
- Sample Report Package



Revenue
Management Services

Regular Item 10, Exhibit 3

HdL Companies



500+ Local
Government
Clients



>99% Client
Retention



Experienced
Municipal
Professionals



Comprehensive
Municipal Revenue
Solution Provider

About Us

Founded in 1983, the HdL Companies are dedicated to helping cities, counties, and special districts achieve their financial goals. We provide solutions to help you increase efficiency, enhance revenue streams, and plan effective economic strategies. In 2017, HdL expanded to Texas, acquiring Sales Tax Assurance.

What Makes Us Different

With over 35 years experience in government tax and administration, HdL Companies is a pioneer and leader of auditing, operations, and revenue solutions for public agencies.

HdL partners with over 500 government agencies in 10 states and has recovered more than \$2 billion in revenue for our clients. Founded by local government leaders, HdL maintains a unique government perspective and dedication to supporting clients, resulting in a 99.6% client retention rate. HdL Companies brings a comprehensive and tailored approach to maximizing and understanding public agency revenues.

Our Core Services Include:



Sales, Use and Transactions Tax

- Analysis and Reporting
- Revenue Forecasting
- Revenue Recovery
- Management Support
- Tax Studies



Economic Development

- Business Attraction Support
- Trade Area and Void Analysis
- Site Selection Assistance
- Economic Development Action Plans
- Community Profiles
- Financial Analysis and Revenue Projections



Lodging Tax

- Software System
- Discovery and Audit
- Short-Term Rental Compliance
- Operations Management
- Management Support
- Ordinance Review
- Tax Studies



hdlcompanies.com

713.481.6975 | 9821 Katy Freeway, Suite 440, Houston, TX 77024

512.906.0429 | 8700 Manchaca Rd., Suite 106, Austin, TX 78748



CERTIFICATE OF LIABILITY INSURANCE

Regular Item 10, Exhibit B DATE (MM/DD/YYYY)

5/19/2020

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).

PRODUCER Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614		CONTACT NAME: Audrey Curtis PHONE (A/C, No, Ext): 949.435.7345 FAX (A/C, No): 949.476.3118 E-MAIL ADDRESS: acurtis@woodruffswayer.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Insurance Company of Hartford	
		INSURER B: Continental Insurance Company	
		INSURER C: Federal Insurance Company	
		INSURER D: Continental Casualty Company	
		INSURER E: Lloyds of London Syndicate #2987	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 2063849288 **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"/> COMMERCIAL GENERAL LIABILITY <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 OTHER:	Y		6056953483	5/26/2019	5/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6056953466	5/26/2019	5/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6056953502	5/26/2019	5/26/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6056953497 6056677063	5/26/2019 5/26/2019	5/26/2020 5/26/2020	<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
E	Professional Liability/Claim Made			MPL1007919	5/26/2019	5/26/2020	Each Claim \$2,000,000
C	Cyber Liability			82556901	12/1/2018	12/1/2019	Cyber Limit \$2,000,000
D	CRIME Coverage			6078657761	5/26/2019	5/26/2020	Crime Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Denton County Transportation Authority its directors and employees are included as additional insureds with respect to General Liability and Auto Liability on a primary and non-contributory basis per attached forms.

Waiver of Subrogation applies with respect to Workers Compensation per attached forms.

CERTIFICATE HOLDER Denton County Transportation Authority its directors and employees 1955 Lakeway Drive, Suite 260B Lewisville, TX 75057	CANCELLATION 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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SALES TAX SNAPSHOT

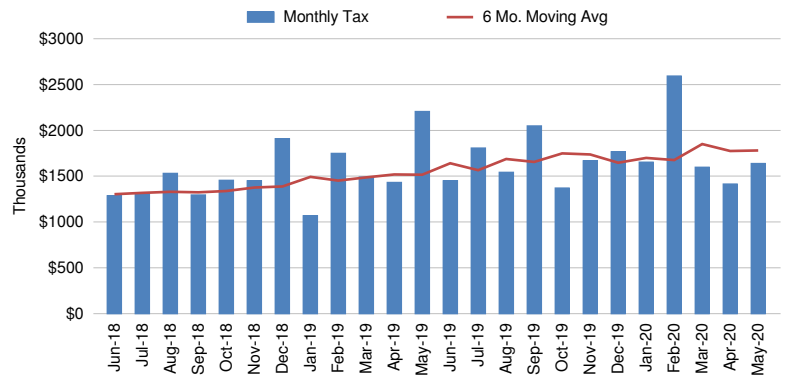
ProsperityTX

May-20

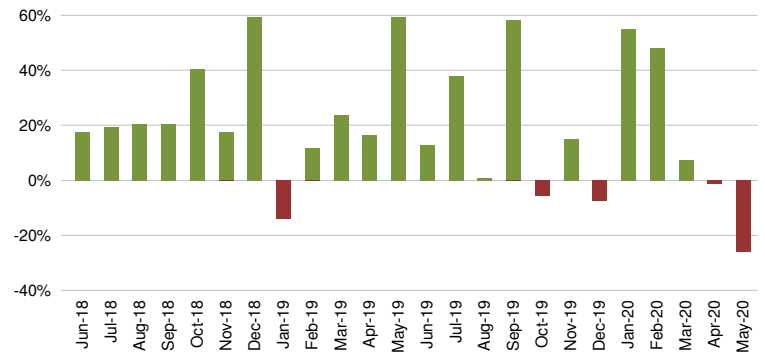
Sales Tax Net Payments

FY Mo.	FY2019	FY2020	YoY % Change
Oct	\$ 1,453,513	\$ 1,369,635	-5.8%
Nov	\$ 1,450,446	\$ 1,667,973	15.0%
Dec	\$ 1,909,380	\$ 1,765,914	-7.5%
Jan	\$ 1,066,625	\$ 1,653,808	55.1%
Feb	\$ 1,750,046	\$ 2,592,042	48.1%
Mar	\$ 1,490,407	\$ 1,598,848	7.3%
Apr	\$ 1,432,319	\$ 1,413,569	-1.3%
May	\$ 2,205,906	\$ 1,636,829	-25.8%
Jun	\$ 1,448,367		
Jul	\$ 1,807,219		
Aug	\$ 1,543,069		
Sep	\$ 2,048,970		
FYTD	\$ 12,758,641	\$ 13,698,618	7.4%
FY Total	\$ 19,606,266		

Sales Tax Net Payments Trend



Sales Tax Net Payments Change - YoY



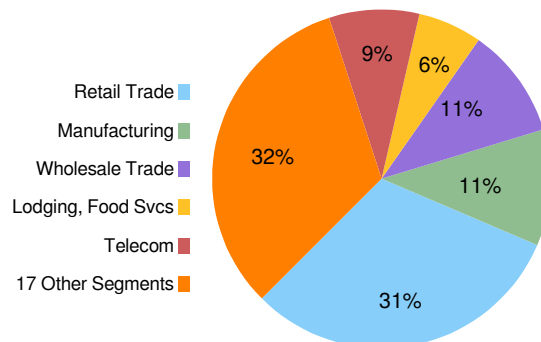
Top 10 Taxpayers

Rank	Company	FYTD Collections	% Total
1	Manufacturing LLC		
2	Retail Trade INC.		
3	Retail Trade INC.		
4	Wholesale Trade INC.		
5	Information INC.		
6	Wholesale Trade INC.		
7	Information INC.		
8	Retail Trade Co.		
9	Wholesale Trade INC.		
10	Information INC.		
Top 10	Companies	\$ 2,463,332	17.6%
8611	Other Large Companies	\$ 11,280,889	80.8%
	Small Companies/Other	\$ 214,676	1.5%
	Single Local Tax Rate (SLT)	\$ 10,756	0.1%
	Total	\$ 13,969,652	100.0%

Industry Segment Collections Trend - YoY % Chg

SEGMENT	Dec	Jan	Feb	Mar	Apr	May
Retail Trade	9.3%	19.5%	43.6%	40.4%	24.9%	11.7%
Manufacturing	-32.8%	2525.0%	294.5%	-49.0%	-33.9%	-84.2%
Wholesale Trade	-25.4%	-3.3%	17.7%	22.1%	25.2%	9.2%
Telecom	3.7%	-2.0%	13.2%	-21.7%	-8.7%	-2.6%
Lodging, Food Svcs	7.3%	12.9%	-4.4%	4.5%	-1.7%	-22.9%
All Others	-6.0%	187.6%	44.4%	2.7%	-16.3%	46.0%
Total Collections	-8.3%	56.3%	46.5%	5.6%	-1.8%	-27.5%

Sales Tax Collections by Industry Segment



ProsperityTX**SALES TAX PAYMENT DETAIL****May-20**

Fiscal Year: Oct-Sep

COLLECTIONS	May-19	May-20	Chg. \$ Chg. %	Prior FYTD	Current FYTD	Chg. \$ Chg. %
Current Period	1,725,848	1,662,488	(63,360) -3.7%	12,446,658	13,621,540	1,174,882 9.4%
Prior Period	(304,391)	(391)	304,000 -99.9%	(388,099)	(25,968)	362,131 -93.3%
Future Period	1,692	3	(1,689) -99.8%	61,758	55,126	(6,631) -10.7%
Audit	843,652	1,895	(841,756) -99.8%	915,752	261,330	(654,422) -71.5%
Unidentified	256	201	(54) -21.2%	1,944	2,031	87 4.5%
Single Local Tax Rate	0	10,756	10,756 0.0%	0	55,591	55,591 0.0%
TOTAL	2,267,056	1,674,953	(592,104) -26.1%	13,038,012	13,969,652	931,639 7.1%
Service Fee	(45,341)	(33,499)	11,842 -26.1%	(260,760)	(279,393)	(18,633) 7.1%
Current Retained	(44,434)	(32,829)	11,605 -26.1%	(255,545)	(273,805)	(18,260) 7.1%
Prior Retained	28,625	28,204	(421) -1.5%	236,934	282,164	45,230 19.1%
NET PAYMENT	2,205,906	1,636,829	(569,077) -25.8%	12,758,641	13,698,618	939,976 7.4%

ProsperityTX
SALES TAX COLLECTIONS
MONTHLY VARIANCE REPORT
May-20

Fiscal Year: Oct-Sep

Large Companies with greater than +/- \$5,000 Variance	NAICS Key	Collections		Variance	
		May-19	May-20	\$	%
Information INC.	11	(211,322)	-	211,322	-
Professional, Scientific, and Technical Servi	16	(66,125)	-	66,125	-
Retail Trade INC.	9	-	57,498	57,498	-
Manufacturing LLC	5	5,106	57,894	52,788	1033.7%
Retail Trade Co.	9	-	43,919	43,919	-
Manufacturing Co.	5	(41,497)	34	41,531	-100.1%
Wholesale Trade INC.	8	25,958	47,774	21,816	84.0%
Mining INC.	2	6,743	25,361	18,618	276.1%
Professional, Scientific, and Technical Servi	16	6	18,598	18,591	286899.4%
Store INC.	25	-	12,704	12,704	-
Retail Trade Co.	9	(259)	11,494	11,752	-4545.8%
Retail Trade INC.	9	43,280	54,744	11,463	26.5%
Store INC.	25	-	11,340	11,340	-
Retail Trade INC.	9	-	10,423	10,423	-
Arts, Entertainment, and Recreation INC.	21	7,426	17,336	9,909	133.4%
Manufacturing LLC	5	4,477	13,308	8,831	197.3%
Retail Trade Co.	9	914	8,904	7,990	874.4%
Manufacturing Co.	5	-	6,195	6,195	-
Wholesale Trade INC.	8	-	5,815	5,815	-
Manufacturing LLC	5	105	5,845	5,740	5459.1%
Information INC.	11	-	5,573	5,573	-
Retail Trade Co.	9	-	5,334	5,334	-
Manufacturing Co.	5	5,360	10,681	5,321	99.3%
Wholesale Trade INC.	8	-	5,019	5,019	-
Retail Trade INC.	9	9,558	4,444	(5,114)	-53.5%
Manufacturing LLC	5	5,633	348	(5,286)	-93.8%
Retail Trade Co.	9	10,783	5,434	(5,349)	-49.6%
Accommodation and Food Services Co.	22	4,141	(1,365)	(5,506)	-133.0%
Accommodation and Food Services Co.	22	5,749	-	(5,749)	-
Arts, Entertainment, and Recreation INC.	21	11,494	5,261	(6,233)	-54.2%
Information INC.	11	6,377	-	(6,377)	-
Professional, Scientific, and Technical Servi	16	6,512	132	(6,380)	-98.0%
Information INC.	12	37,306	30,907	(6,399)	-17.2%
Retail Trade Co.	9	13,745	7,108	(6,637)	-48.3%
Manufacturing LLC	5	8,031	1,031	(7,000)	-87.2%
Retail Trade Co.	9	9,829	1,641	(8,188)	-83.3%
Retail Trade INC.	9	11,270	-	(11,270)	-
Mining INC.	2	16,227	4,250	(11,977)	-73.8%
Information INC.	11	3,813	(9,018)	(12,831)	-336.5%
Construction INC.	4	18,056	-	(18,056)	-
Information INC.	11	22,755	781	(21,974)	-96.6%
Wholesale Trade INC.	8	26,143	-	(26,143)	-
Information INC.	11	-	(30,533)	(30,533)	-
Retail Trade Co.	9	37,688	9	(37,679)	-100.0%
Information INC.	11	54,899	-	(54,899)	-
Manufacturing Co.	5	59,006	-	(59,006)	-
Manufacturing LLC	5	843,369	-	(843,369)	-

(Continued)

ProsperityTX
SALES TAX COLLECTIONS
MONTHLY VARIANCE REPORT
May-20

Fiscal Year: Oct-Sep

	Large Companies with greater than +/- \$5,000 Variance	NAICS Key	Collections		Variance	
			May-19	May-20	\$	%
47	Large Companies with greater than +/- \$5,000 Variance		1,002,559	456,221	(546,338)	-54.5%
2,534	Other Large Companies were Up		478,705	768,200	289,495	60.5%
2,860	Large Companies had No Change		2,954	2,954	0	0.0%
3,180	Other Large Companies were Down		757,790	398,022	(359,767)	-47.5%
8,621	Large Companies		2,242,008	1,625,398	(616,610)	-27.5%
	Small Companies/Other Adjustments		(36,102)	675	36,778	-101.9%
	Single Local Tax Rate Collections (SLT)			10,756	10,756	-
	Total Collections		\$ 2,205,906	\$ 1,636,829	\$ (569,077)	-25.8%

ProsperityTX
SALES TAX COLLECTIONS
FISCAL YTD VARIANCE REPORT
May-20

Fiscal Year: Oct-Sep

Large Companies with greater than +/- \$25,000 Variance	NAICS Key	Collections		Variance	
		Prior FYTD	Current FYTD	\$	%
Retail Trade Co.	9	-	291,003	291,003	-
Management of Companies and Enterprises INC.	17	-	210,306	210,306	-
Retail Trade Co.	9	2,378	177,801	175,423	7375.9%
Retail Trade INC.	9	-	167,156	167,156	-
Manufacturing LLC	5	54,365	191,498	137,133	252.2%
Wholesale Trade INC.	8	222,397	323,602	101,204	45.5%
Manufacturing LLC	5	71,701	159,961	88,260	123.1%
Store INC.	25	-	86,066	86,066	-
Retail Trade Co.	9	7,469	84,986	77,518	1037.9%
Store INC.	25	-	74,202	74,202	-
Manufacturing LLC	5	91,017	164,175	73,158	80.4%
Wholesale Trade INC.	8	130	67,869	67,739	51959.0%
Construction INC.	4	46,304	101,591	55,287	119.4%
Professional, Scientific, and Technical Servi	16	9,964	63,872	53,909	541.1%
Information INC.	11	-	51,522	51,522	-
Mining INC.	2	60,826	112,276	51,450	84.6%
Management of Companies and Enterprises INC.	17	29,563	73,983	44,420	150.3%
Retail Trade Co.	9	1,076	44,481	43,405	4034.5%
Manufacturing Co.	5	-	41,729	41,729	-
Store INC.	25	6,592	45,861	39,269	595.7%
Administrative and Support and Waste Manageme	18	7,331	45,965	38,634	527.0%
Manufacturing LLC	5	318	33,715	33,398	10507.7%
Retail Trade Co.	9	-	31,437	31,437	-
Information INC.	11	22,744	54,133	31,389	138.0%
Utilities Co.	3	17,715	48,680	30,965	174.8%
Manufacturing LLC	5	34,904	65,105	30,201	86.5%
Manufacturing LLC	5	-	29,927	29,927	-
Retail Trade INC.	9	347,664	376,584	28,921	8.3%
Wholesale Trade INC.	8	121,525	150,342	28,817	23.7%
Retail Trade INC.	9	293,955	320,977	27,023	9.2%
Retail Trade Co.	9	60,788	87,654	26,866	44.2%
Professional, Scientific, and Technical Servi	16	284	26,559	26,275	9264.2%
Information INC.	12	204,486	230,112	25,626	12.5%
Professional, Scientific, and Technical Servi	16	7,271	32,754	25,483	350.4%
Wholesale Trade INC.	8	310,031	279,708	(30,323)	-9.8%
Retail Trade Co.	9	39,044	8,223	(30,821)	-78.9%
Retail Trade INC.	9	33,504	-	(33,504)	-
Wholesale Trade INC.	8	34,146	-	(34,146)	-
Professional, Scientific, and Technical Servi	16	37,741	480	(37,261)	-98.7%
Retail Trade Co.	9	41,388	43	(41,345)	-99.9%
Information INC.	12	89,100	40,007	(49,093)	-55.1%
Manufacturing LLC	5	54,065	2,301	(51,764)	-95.7%
Information INC.	11	54,899	-	(54,899)	-
Construction INC.	4	57,560	-	(57,560)	-
Professional, Scientific, and Technical Servi	16	59,180	-	(59,180)	-
Professional, Scientific, and Technical Servi	16	113,809	20,708	(93,101)	-81.8%
Wholesale Trade INC.	8	104,500	-	(104,500)	-

(Continued)

ProsperityTX
SALES TAX COLLECTIONS
FISCAL YTD VARIANCE REPORT
May-20

Fiscal Year: Oct-Sep

	Large Companies with greater than +/- \$25,000 Variance	NAICS Key	Collections		Variance	
			Prior FYTD	Current FYTD	\$	%
	Manufacturing Co.	5	119,465	6,141	(113,324)	-94.9%
	Information INC.	11	-	(137,617)	(137,617)	-
	Manufacturing Co.	5	90,963	(95,033)	(185,995)	-204.5%
	Manufacturing LLC	5	1,060,022	65,947	(994,074)	-93.8%
51	Large Companies with greater than +/- \$25,000 Variance		4,022,183	4,258,794	236,611	5.9%
4,353	Other Large Companies were Up		4,191,139	6,282,359	2,091,220	49.9%
283	Large Companies had No Change		727	727	0	0.0%
3,934	Other Large Companies were Down		4,707,369	3,202,340	(1,505,029)	-32.0%
8,621	Large Companies		12,921,418	13,744,220	822,802	6.4%
	Small Companies/Other Adjustments		(162,777)	(56,358)	106,418	-65.4%
	Single Local Tax Rate Collections (SLT)			10,756	10,756	-
	Total Collections		\$ 12,758,641	\$ 13,698,618	\$ 939,976	7.4%

ProsperityTX
TOP 30 COMPANIES RANK and CHANGE SUMMARY
May-20

Fiscal Year: Oct-Sep

Rank*	Company	NAICS Key	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change \$	Change %	Current Fiscal YTD % Total Collections
1	Manufacturing LLC	5					
2	Retail Trade INC.	9					
3	Retail Trade INC.	9					
4	Wholesale Trade INC.	8					
5	Information INC.	12					
6	Wholesale Trade INC.	8					
7	Information INC.	12					
8	Retail Trade Co.	9					
9	Wholesale Trade INC.	8					
10	Information INC.	12					
TOP 10 LARGE** COMPANIES			2,988,891	2,463,332	(525,560)	-17.6%	17.6%
11	Retail Trade INC.	9					
12	Information INC.	12					
13	Manufacturing LLC	5					
14	Real Estate Rental and Leasing Co.	15					
15	Manufacturing LLC	5					
16	Retail Trade Co.	9					
17	Mining INC.	2					
18	Store INC.	25					
19	Store INC.	25					
20	Retail Trade Co.	9					
21	Manufacturing LLC	5					
22	Retail Trade Co.	9					
23	Construction INC.	4					
24	Professional, Scientific, and Technical Servi	16					
25	Mining INC.	2					
26	Manufacturing Co.	5					
27	Arts, Entertainment, and Recreation INC.	21					
28	Construction INC.	4					
29	Wholesale Trade INC.	8					
30	Management of Companies and Enterprises INC.	17					
TOP 30 LARGE COMPANIES			4,682,901	4,782,970	100,069	2.1%	34.2%
TOP 100 LARGE COMPANIES			7,411,978	8,102,791	690,813	9.3%	58.0%
8,520 OTHER LARGE COMPANIES			5,509,440	5,641,430	131,990	2.4%	40.4%
SMALL COMPANIES & OTHER			116,594	214,676	98,081	84.1%	1.5%
SINGLE LOCAL TAX RATE COLLECTIONS (SLT)				10,756	10,756	0.0%	0.1%
TOTAL COLLECTIONS			13,038,012	13,969,652	931,639	7.1%	100.0%
STATE COMPTROLLER FEES			279,371	271,034	(8,337)	-3.0%	1.9%
NET PAYMENTS			12,758,641	13,698,618	939,976	7.4%	98.1%

* Ranked by Total of Last Fiscal Year + Current Fiscal YTD

** Businesses whose detailed sales tax data is available

ProsperityTX
TOP 100 RANK & CHANGE REPORT
May-20

Fiscal Year: Oct-Sep

Rank*	Company	NAICS Key	Prior Fiscal YTD Sales Tax	Current Fiscal YTD Sales Tax	Change \$	Change %
1	Manufacturing LLC	5	1,060,022	65,947	(994,074)	-93.8%
2	Retail Trade INC.	9	347,664	376,584	28,921	8.3%
3	Retail Trade INC.	9	293,955	320,977	27,023	9.2%
4	Wholesale Trade INC.	8	310,031	279,708	(30,323)	-9.8%
5	Information INC.	12	285,067	272,973	(12,094)	-4.2%
6	Wholesale Trade INC.	8	222,397	323,602	101,204	45.5%
7	Information INC.	12	204,486	230,112	25,626	12.5%
8	Retail Trade Co.	9		291,003	291,003	0.0%
9	Wholesale Trade INC.	8	121,525	150,342	28,817	23.7%
10	Information INC.	12	143,744	152,083	8,338	5.8%
11	Retail Trade INC.	9	144,526	149,050	4,524	3.1%
12	Information INC.	12	137,155	145,778	8,624	6.3%
13	Manufacturing LLC	5	91,017	164,175	73,158	80.4%
14	Real Estate Rental and Leasing Co.	15	109,603	124,096	14,493	13.2%
15	Manufacturing LLC	5	71,701	159,961	88,260	123.1%
16	Retail Trade Co.	9	107,576	119,045	11,469	10.7%
17	Mining INC.	2	97,998	121,252	23,254	23.7%
18	Store INC.	25		86,066	86,066	0.0%
19	Store INC.	25	64,969	65,800	830	1.3%
20	Retail Trade Co.	9	112,981	113,375	394	0.3%
21	Manufacturing LLC	5	54,365	191,498	137,133	252.2%
22	Retail Trade Co.	9	98,503	103,465	4,962	5.0%
23	Construction INC.	4	100,262	88,454	(11,808)	-11.8%
24	Professional, Scientific, and Technical Servi	16	102,403	99,731	(2,672)	-2.6%
25	Mining INC.	2	60,826	112,276	51,450	84.6%
26	Manufacturing Co.	5	119,465	6,141	(113,324)	-94.9%
27	Arts, Entertainment, and Recreation INC.	21	81,384	74,230	(7,153)	-8.8%
28	Construction INC.	4	46,304	101,591	55,287	119.4%
29	Wholesale Trade INC.	8	92,974	83,348	(9,625)	-10.4%
30	Management of Companies and Enterprises INC.	17		210,306	210,306	0.0%
31	Retail Trade Co.	9	81,433	83,827	2,394	2.9%
32	Professional, Scientific, and Technical Servi	16	113,809	20,708	(93,101)	-81.8%
33	Retail Trade Co.	9	60,788	87,654	26,866	44.2%
34	Retail Trade Co.	9	2,378	177,801	175,423	7375.9%
35	Retail Trade Co.	9	41,388	43	(41,345)	-99.9%
36	Other Services LLC	23	73,454	71,223	(2,231)	-3.0%
37	Arts, Entertainment, and Recreation INC.	21	68,318	86,524	18,206	26.6%
38	Real Estate Rental and Leasing Co.	15	78,951	59,463	(19,488)	-24.7%
39	Wholesale Trade INC.	8	77,085	63,074	(14,011)	-18.2%
40	Retail Trade INC.	9		167,156	167,156	0.0%
41	Retail Trade Co.	9	57,290	72,425	15,136	26.4%
42	Retail Trade INC.	9	62,981	63,733	752	1.2%
43	Construction INC.	4	52,706	68,133	15,427	29.3%
44	Information INC.	12	89,100	40,007	(49,093)	-55.1%
45	Retail Trade Co.	9	55,973	60,359	4,386	7.8%
46	Retail Trade Co.	9	60,222	60,714	492	0.8%
47	Retail Trade Co.	9	55,332	58,209	2,877	5.2%
48	Management of Companies and Enterprises INC.	17	29,563	73,983	44,420	150.3%
49	Information INC.	11		51,522	51,522	0.0%
50	Accommodation and Food Services Co.	22	46,258	49,714	3,456	7.5%
TOP 50	LARGE COMPANIES		\$ 5,789,931	\$ 6,199,245	\$ 409,314	7.1%

*Rank based on total of prior fiscal year plus current fiscal YTD tax.

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Data Source: Texas Comptroller of Public Accounts

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Rank*	Company	NAICS Key	Prior Fiscal YTD Sales Tax	Current Fiscal YTD Sales Tax	Change \$	Change %
51	Information INC.	11	44,074	48,331	4,257	9.7%
52	Information INC.	11	43,864	36,645	(7,219)	-16.5%
53	Accommodation and Food Services Co.	22	38,398	51,155	12,757	33.2%
54	Construction INC.	4	57,560		(57,560)	-100.0%
55	Information INC.	12	44,981	41,679	(3,303)	-7.3%
56	Administrative and Support and Waste Manageme	18	41,578	41,815	237	0.6%
57	Wholesale Trade INC.	8	104,500		(104,500)	-100.0%
58	Manufacturing LLC	5	34,904	65,105	30,201	86.5%
59	Professional, Scientific, and Technical Servi	16	9,964	63,873	53,909	541.1%
60	Manufacturing LLC	5	37,574	45,497	7,923	21.1%
61	Other Services LLC	23	44,403	37,569	(6,834)	-15.4%
62	Real Estate Rental and Leasing Co.	15	36,787	44,232	7,445	20.2%
63	Information INC.	12	46,797	35,232	(11,565)	-24.7%
64	Retail Trade INC.	9	38,092	36,062	(2,030)	-5.3%
65	Information INC.	11	31,396	53,910	22,513	71.7%
66	Retail Trade INC.	9	41,297	41,991	694	1.7%
67	Accommodation and Food Services Co.	22	44,567	30,008	(14,559)	-32.7%
68	Retail Trade Co.	9	7,469	84,986	77,518	1037.9%
69	Information INC.	11	22,744	54,133	31,389	138.0%
70	Information INC.	11	37,713	41,327	3,614	9.6%
71	Mining INC.	2	27,640	34,900	7,260	26.3%
72	Retail Trade Co.	9	38,338	39,011	673	1.8%
73	Manufacturing LLC	5	22,003	45,696	23,693	107.7%
74	Retail Trade INC.	9	35,378	38,326	2,949	8.3%
75	Retail Trade Co.	9	38,089	35,223	(2,866)	-7.5%
76	Retail Trade INC.	9	35,120	30,259	(4,861)	-13.8%
77	Real Estate Rental and Leasing Co.	15	25,622	41,044	15,421	60.2%
78	Manufacturing Co.	5	29,938	51,565	21,627	72.2%
79	Utilities Co.	3	17,715	48,680	30,965	174.8%
80	Information INC.	12	32,591	32,188	(403)	-1.2%
81	Accommodation and Food Services Co.	22	35,338	35,250	(88)	-0.2%
82	Wholesale Trade INC.	8	38,228	26,495	(11,732)	-30.7%
83	Management of Companies and Enterprises INC.	17	35,654	24,858	(10,796)	-30.3%
84	Accommodation and Food Services Co.	22	30,570	31,129	559	1.8%
85	Retail Trade Co.	9	32,182	28,502	(3,680)	-11.4%
86	Store INC.	25	6,592	45,861	39,269	595.7%
87	Retail Trade Co.	9	30,782	27,959	(2,823)	-9.2%
88	Store INC.	25		74,202	74,202	0.0%
89	Construction INC.	4	34,091	25,572	(8,519)	-25.0%
90	Accommodation and Food Services Co.	22	31,064	27,108	(3,956)	-12.7%
91	Administrative and Support and Waste Manageme	18	26,794	29,901	3,107	11.6%
92	Retail Trade INC.	9	27,337	32,297	4,961	18.1%
93	Wholesale Trade INC.	8	130	67,869	67,739	51959.0%
94	Store INC.	25	28,571	24,921	(3,651)	-12.8%
95	Accommodation and Food Services Co.	22	26,387	25,296	(1,091)	-4.1%
96	Construction INC.	4	25,218	21,514	(3,704)	-14.7%
97	Retail Trade INC.	9	25,269	27,089	1,820	7.2%
98	Store INC.	25	21,350	28,871	7,521	35.2%
99	Retail Trade INC.	9	30,133	23,031	(7,102)	-23.6%
100	Retail Trade Co.	9	25,263	25,380	117	0.5%
TOP 100	LARGE COMPANIES		\$ 7,411,978	\$ 8,102,791	\$ 690,813	9.3%
8,520	OTHER LARGE COMPANIES		\$ 5,509,440	\$ 5,641,430	\$ 131,990	2.4%
	SMALL COMPANIES, OTHER		\$ 116,594	\$ 214,676	\$ 98,081	84.1%
	SINGLE LOCAL TAX RATE COLLECTIONS (SLT)		\$	\$ 10,756	\$ 10,756	0.0%
TOTAL COLLECTIONS			\$ 13,038,012	\$ 13,969,652	\$ 931,639	7.1%

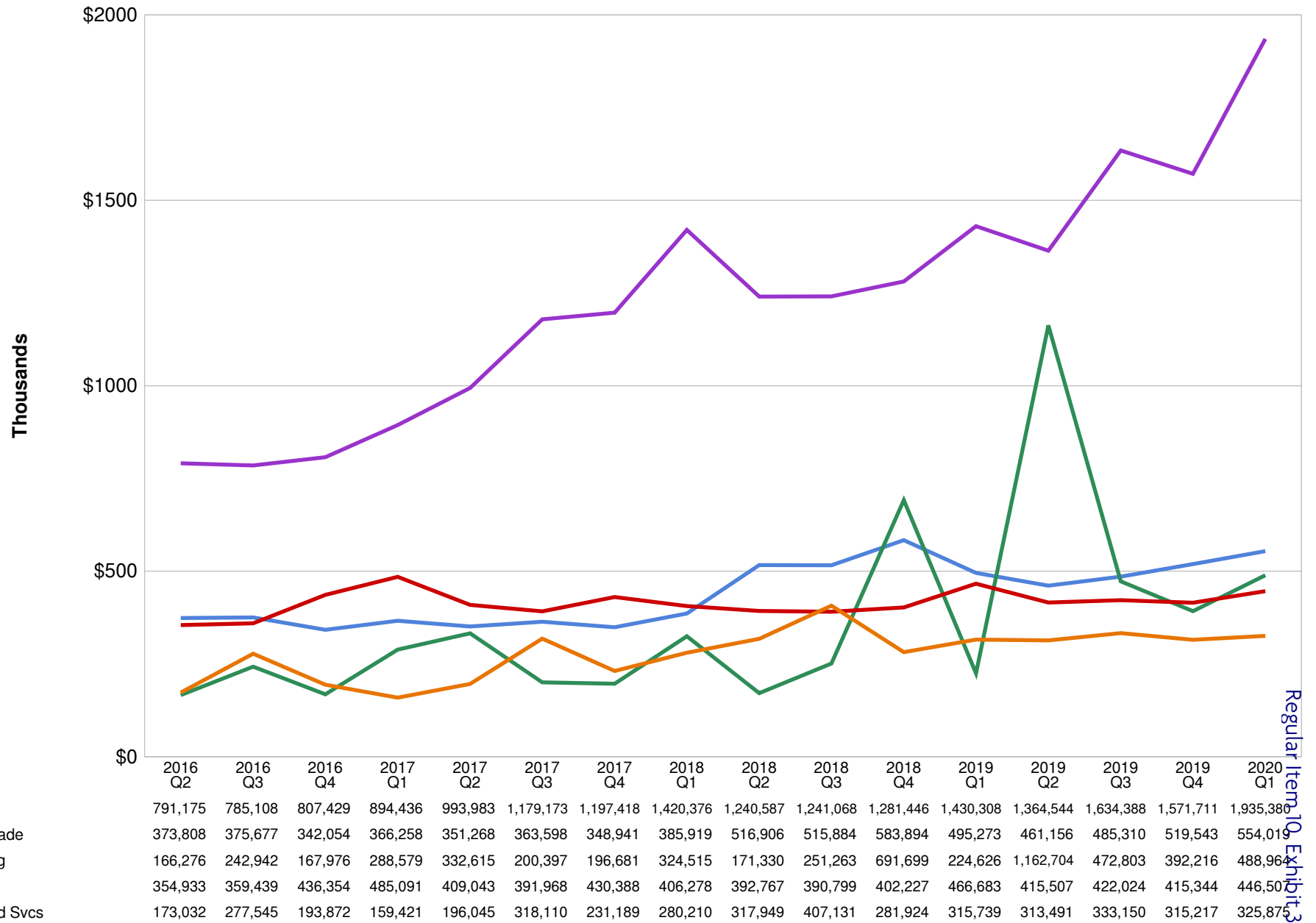
*Rank based on total of prior fiscal year plus current fiscal YTD tax.

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Data Source: Texas Comptroller of Public Accounts

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INDUSTRY SEGMENT SALES TAX TREND



ProsperityTX
INDUSTRY SEGMENT RANK & CHANGE
May-20

Fiscal Year: Oct-Sep

INDUSTRY SEGMENT*	% Total Current YTD Collections	Prior Fiscal YTD Sales Tax Collections	Current Fiscal YTD Sales Tax Collections	Change	
				\$	%
Retail Trade	33.3%	3,620,981	4,572,011	951,030	26.3%
Manufacturing	8.2%	2,007,214	1,122,188	(885,026)	-44.1%
Wholesale Trade	10.5%	1,398,235	1,443,631	45,396	3.2%
Telecom	8.2%	1,156,700	1,133,209	(23,491)	-2.0%
Lodging, Food Svcs	6.0%	812,849	826,312	13,464	1.7%
Top 5	66.2%	8,995,980	9,097,352	101,372	1.1%
Construction	4.5%	653,620	623,231	(30,389)	-4.6%
Unidentified	5.1%	299,814	702,016	402,202	134.2%
Prof, Scientific, Tech Svcs	3.9%	582,166	531,643	(50,523)	-8.7%
Information excl. Telecom	2.9%	446,631	394,830	(51,801)	-11.6%
Real Estate, Rental, Leasing	3.4%	436,108	469,419	33,312	7.6%
Other Services	2.5%	365,161	346,128	(19,033)	-5.2%
Admin, Support, Waste Mgmt	2.7%	340,570	374,152	33,582	9.9%
Mining, Oil/Gas Extr	2.4%	203,522	327,271	123,749	60.8%
Recreation, Arts, Entmt	1.6%	208,992	217,852	8,860	4.2%
Company, Enterprise Mgmt	2.4%	86,026	329,793	243,768	283.4%
Utilities	1.3%	148,116	173,676	25,560	17.3%
Financial, Insurance	0.4%	64,233	55,379	(8,854)	-13.8%
Transportation, Warehousing	0.4%	29,622	52,836	23,214	78.4%
Ag, Forestry, Fishing, Hunting	0.1%	31,537	20,113	(11,424)	-36.2%
Education Services	0.1%	18,376	14,792	(3,585)	-19.5%
Health Care, Social Assistance	0.0%	6,306	6,796	490	7.8%
Public Admin	0.1%	4,638	6,941	2,303	49.7%
All Other	33.8%	3,925,438	4,646,868	721,430	18.4%
TOTAL COLLECTIONS	100.0%	12,921,418	13,744,220	822,802	6.4%

INDUSTRY SEGMENT	% Change from same month Prior Year					
	Dec	Jan	Feb	Mar	Apr	May
Retail Trade	9.3%	19.5%	43.6%	40.4%	24.9%	11.7%
Manufacturing	-32.8%	2525.0%	294.5%	-49.0%	-33.9%	-84.2%
Wholesale Trade	-25.4%	-3.3%	17.7%	22.1%	25.2%	9.2%
Telecom	3.7%	-2.0%	13.2%	-21.7%	-8.7%	-2.6%
Lodging, Food Svcs	7.3%	12.9%	-4.4%	4.5%	-1.7%	-22.9%
All Others	-6.0%	187.6%	44.4%	2.7%	-16.3%	46.0%
TOTAL COLLECTIONS	-8.3%	56.3%	46.5%	5.6%	-1.8%	-27.5%

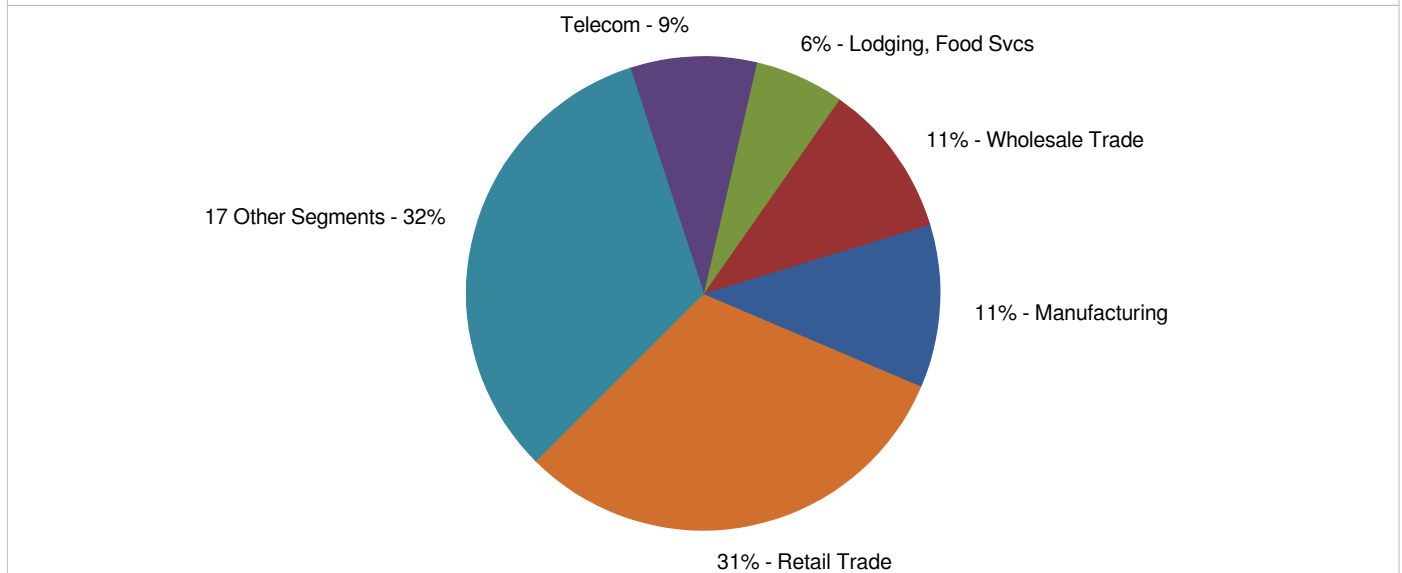
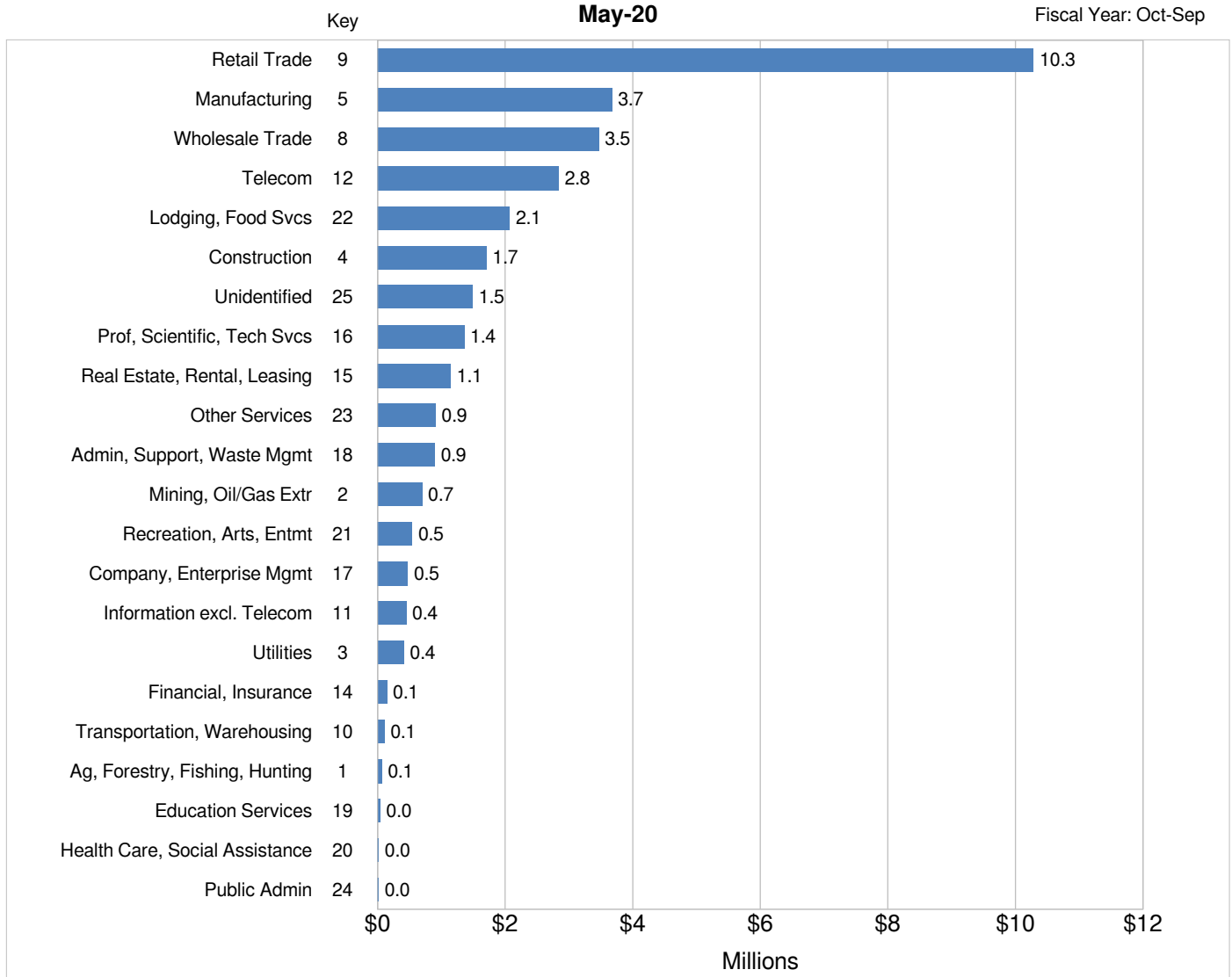
* Ranked by Current + Prior YTD Collections

ProsperityTX**INDUSTRY SEGMENT SALES TAX RANK & DISTRIBUTION**

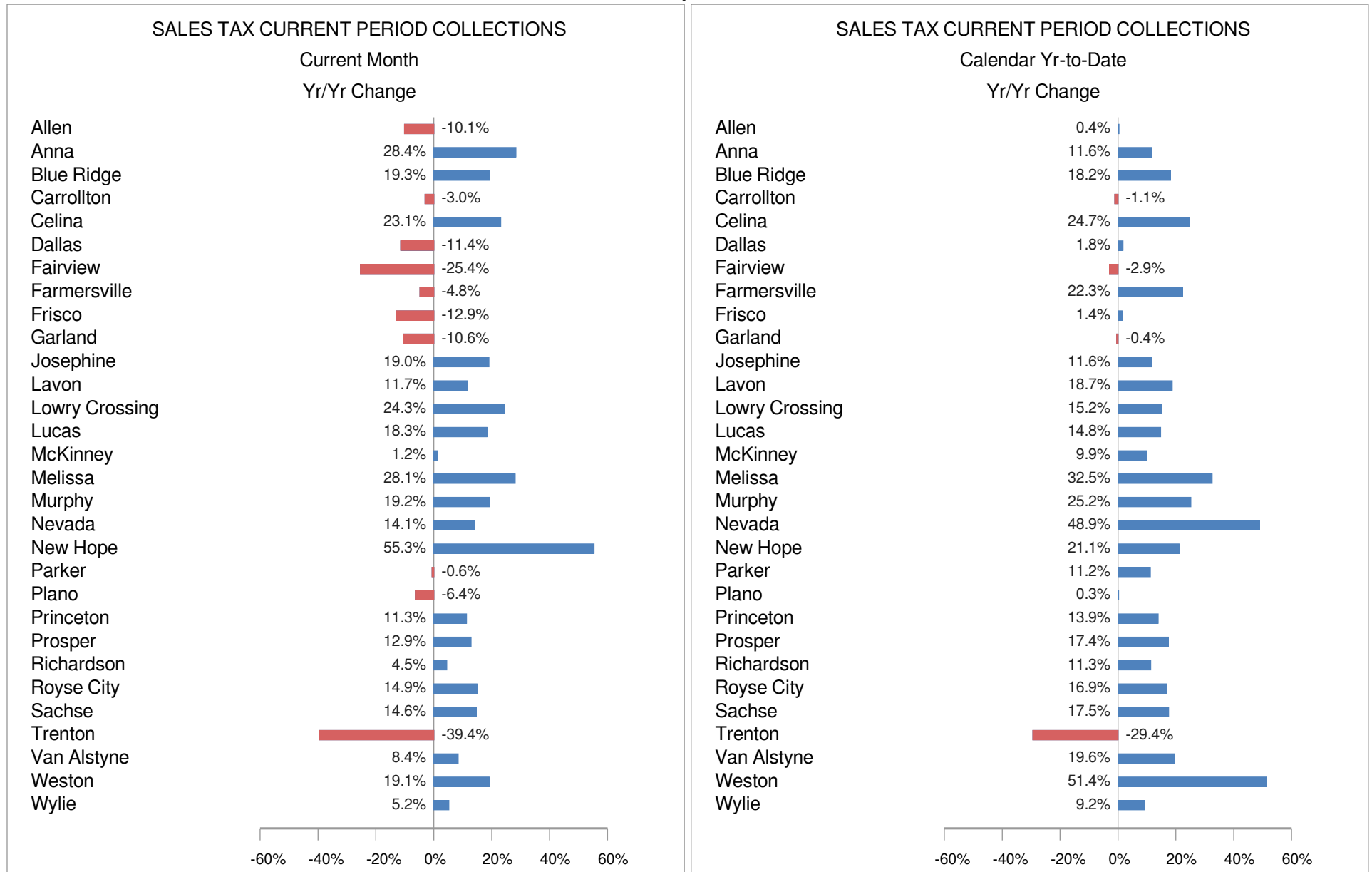
(Prior Fiscal Year + Current Fiscal Year-to-Date)

May-20

Fiscal Year: Oct-Sep

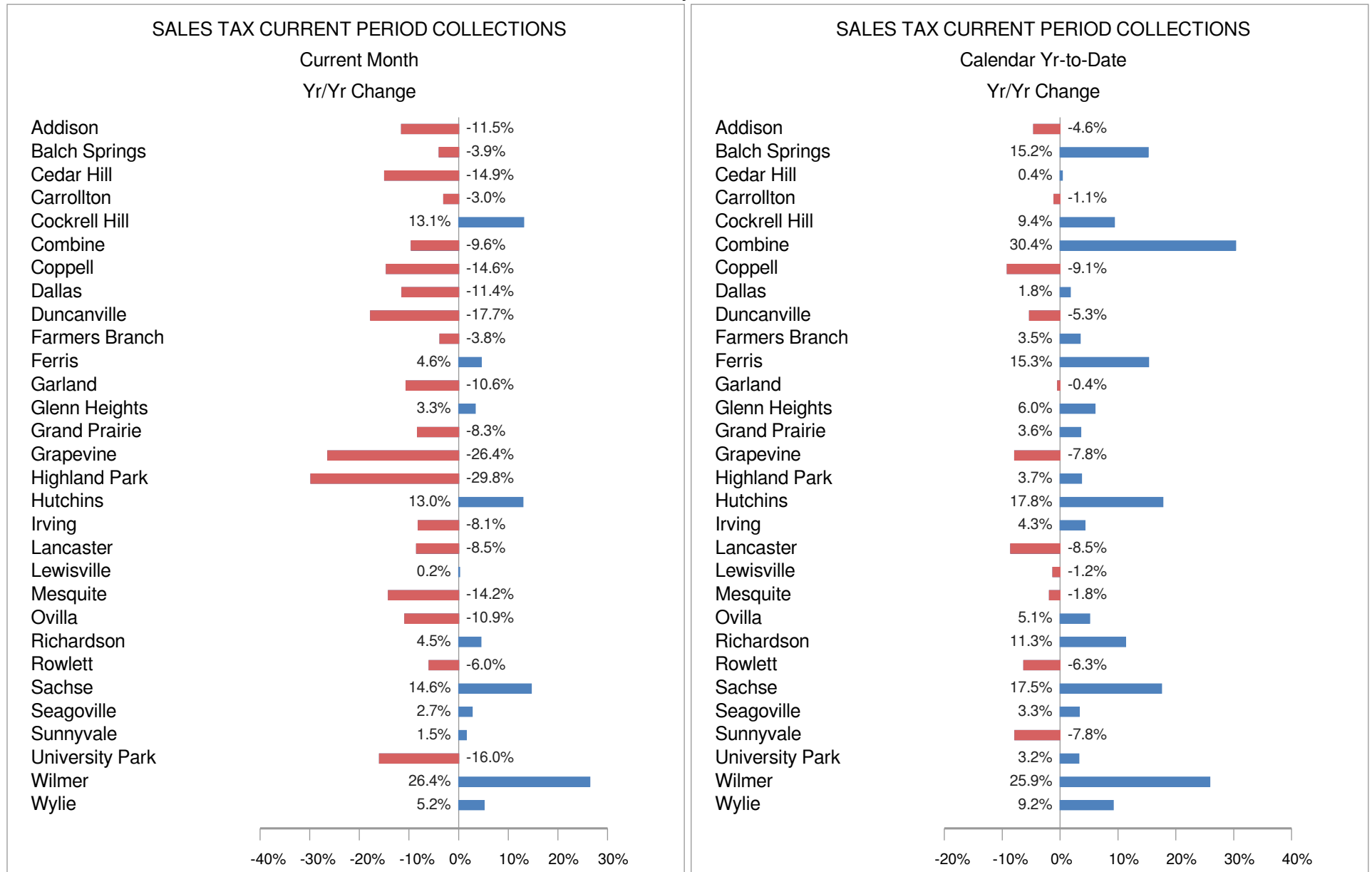


SALES TAX TREND
COLLIN COUNTY (Cities)
May-20



Regular Item 10, Exhibit 3

SALES TAX TREND DALLAS COUNTY May-20

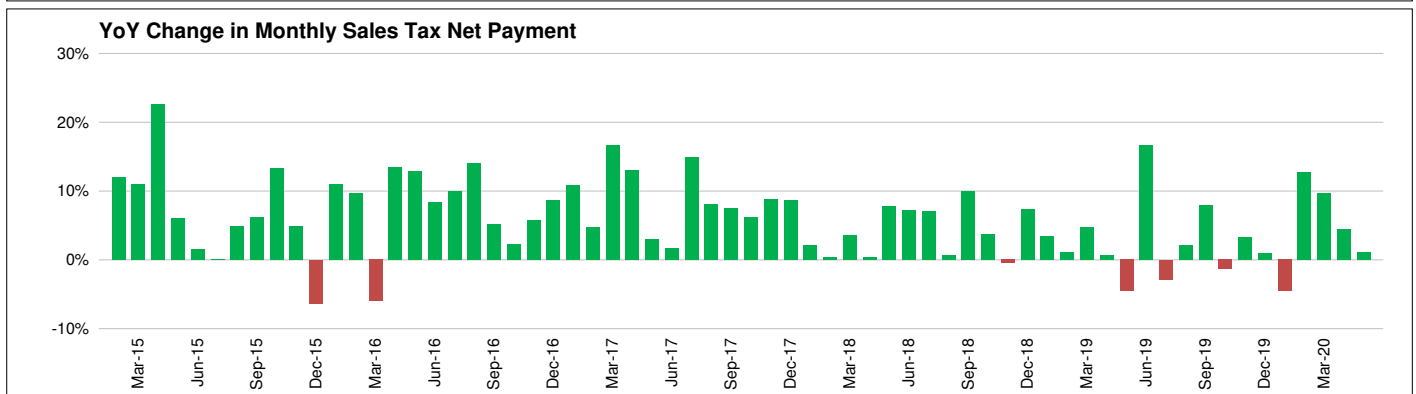
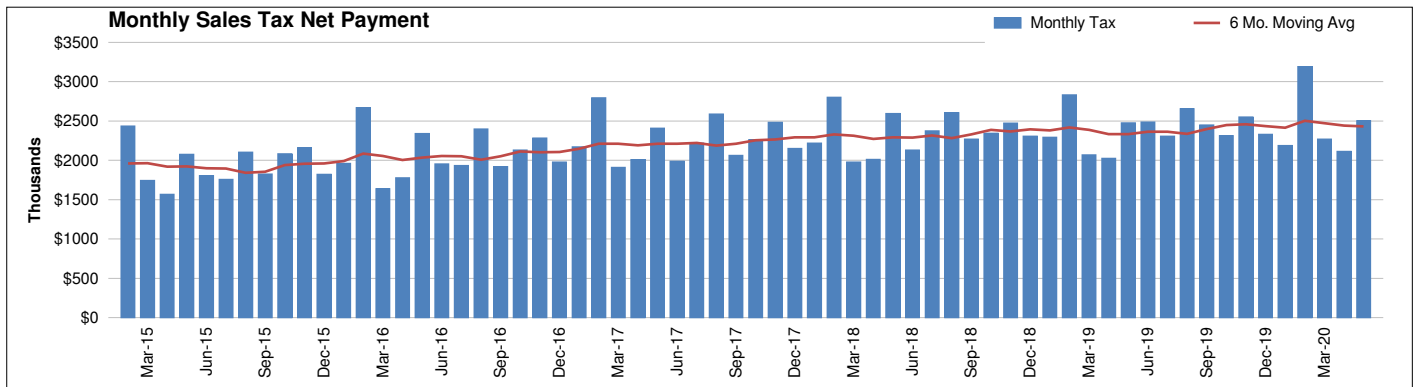
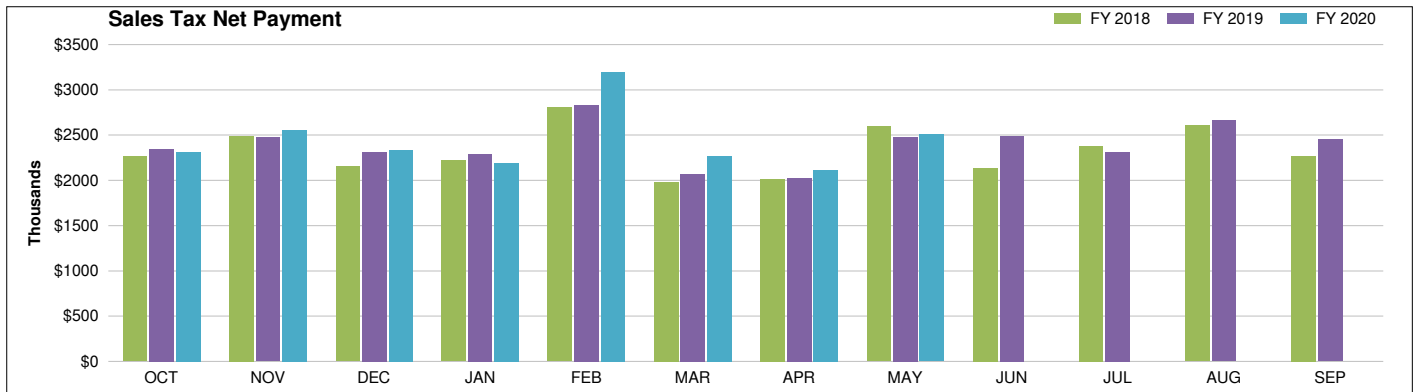


Denton CTA - Sales Tax Net Payment Trend

	FISCAL YEAR				
	2016	2017	2018	2019	2020
Oct	\$ 2,082,973	\$ 2,128,874	\$ 2,260,569	\$ 2,343,951	\$ 2,312,424
Nov	\$ 2,159,150	\$ 2,281,816	\$ 2,482,741	\$ 2,471,023	\$ 2,552,054
Dec	\$ 1,821,854	\$ 1,978,638	\$ 2,150,455	\$ 2,307,128	\$ 2,329,419
Jan	\$ 1,959,303	\$ 2,170,262	\$ 2,216,616	\$ 2,292,741	\$ 2,188,220
Feb	\$ 2,669,055	\$ 2,793,331	\$ 2,801,274	\$ 2,831,728	\$ 3,191,714
Mar	\$ 1,637,497	\$ 1,908,263	\$ 1,975,813	\$ 2,069,625	\$ 2,268,362
Apr	\$ 1,776,656	\$ 2,006,450	\$ 2,012,714	\$ 2,024,082	\$ 2,114,448
May	\$ 2,340,336	\$ 2,408,823	\$ 2,593,861	\$ 2,475,826	\$ 2,503,274
Jun	\$ 1,955,110	\$ 1,987,159	\$ 2,130,060	\$ 2,484,440	
Jul	\$ 1,931,826	\$ 2,219,119	\$ 2,375,417	\$ 2,307,292	
Aug	\$ 2,397,828	\$ 2,588,897	\$ 2,604,185	\$ 2,656,359	
Sep	\$ 1,919,001	\$ 2,063,481	\$ 2,269,235	\$ 2,447,195	
YEAR	\$ 24,650,589	\$ 26,535,113	\$ 27,872,939	\$ 28,711,391	\$ 19,459,916

YoY Change 7.6% 5.0% 3.0% na

Change: FY '20/'19			
Month		Year-to-Date	
\$	%	\$	YTD %
\$ (31,527)	-1.3%	\$ (31,527)	-1.3%
\$ 81,032	3.3%	\$ 49,505	1.0%
\$ 22,291	1.0%	\$ 71,796	1.0%
\$ (104,521)	-4.6%	\$ (32,726)	-0.3%
\$ 359,986	12.7%	\$ 327,261	2.7%
\$ 198,737	9.6%	\$ 525,998	3.7%
\$ 90,366	4.5%	\$ 616,364	3.8%
\$ 27,448	1.1%	\$ 643,812	3.4%



Denton CTA

SALES TAX PAYMENT DETAIL REPORT

Tax Rate = 0.500%

PERIOD	Current Prd Collections	Prior Prd Collections	Future Prd Collections	Audit Collections	SLT Collections	Unidentified	Total Collections	Service Fee	Current Retained	Prior Retained	Net Payment
10/2017	2,172,096	37,263	36,461	65,036	-	177	2,311,033	46,221	45,296	41,052	2,260,569
11/2017	2,459,491	18,732	39,563	20,027	-	134	2,537,948	50,759	49,744	45,296	2,482,741
12/2017	2,149,053	25,049	2,388	10,738	-	101	2,187,329	43,747	42,872	49,744	2,150,455
01/2018	2,224,825	21,943	39,900	(23,396)	-	104	2,263,374	45,267	44,362	42,872	2,216,616
02/2018	2,808,313	13,703	37,158	11,235	-	178	2,870,587	57,412	56,264	44,362	2,801,274
03/2018	1,970,729	13,775	2,597	11,495	-	102	1,998,698	39,974	39,174	56,264	1,975,813
04/2018	1,929,230	36,288	68,354	20,884	-	159	2,054,914	41,098	40,276	39,174	2,012,714
05/2018	2,565,492	30,873	41,130	21,203	-	178	2,658,876	53,178	52,114	40,276	2,593,861
06/2018	2,100,471	26,671	2,864	33,421	-	197	2,163,625	43,273	42,407	52,114	2,130,060
07/2018	2,323,784	45,261	37,712	21,859	-	590	2,429,206	48,584	47,612	42,407	2,375,417
08/2018	2,549,774	35,370	26,565	48,983	-	1,296	2,661,987	53,240	52,175	47,612	2,604,185
09/2018	2,246,233	36,250	28,973	(3,103)	-	122	2,308,475	46,170	45,246	52,175	2,269,235
10/2018	2,237,876	49,830	50,812	54,847	-	123	2,393,487	47,870	46,912	45,246	2,343,951
11/2018	2,415,356	25,713	4,053	78,745	-	197	2,524,063	50,481	49,472	46,912	2,471,023
12/2018	2,191,657	28,850	87,404	42,597	-	238	2,350,746	47,015	46,075	49,472	2,307,128
01/2019	2,295,005	23,068	16,323	4,851	-	56	2,339,303	46,786	45,850	46,075	2,292,741
02/2019	2,861,868	20,558	3,233	14,903	-	184	2,900,747	58,015	56,855	45,850	2,831,728
03/2019	2,028,770	34,649	3,102	29,181	-	61	2,095,763	41,915	41,077	56,855	2,069,625
04/2019	2,005,661	32,436	36,448	(10,020)	-	246	2,064,770	41,295	40,470	41,077	2,024,082
05/2019	2,477,289	31,145	15,147	12,071	-	120	2,535,773	50,715	49,701	40,470	2,475,826
06/2019	2,271,501	34,752	97,326	131,194	-	357	2,535,130	50,703	49,689	49,701	2,484,440
07/2019	2,256,328	27,654	48,589	17,894	-	226	2,350,691	47,014	46,074	49,689	2,307,292
08/2019	2,561,179	29,192	9,639	117,733	-	173	2,717,915	54,358	53,271	46,074	2,656,359
09/2019	2,412,898	25,221	51,000	3,211	-	303	2,492,632	49,853	48,856	53,271	2,447,195
10/2019	2,278,181	26,465	44,695	7,390	-	171	2,356,902	47,138	46,195	48,856	2,312,424
11/2019	2,611,545	(55,041)	3,566	48,980	-	132	2,609,183	52,184	51,140	46,195	2,552,054
12/2019	2,273,668	38,140	36,153	16,037	8,079	141	2,372,219	47,444	46,495	51,140	2,329,419
01/2020	2,172,278	44,712	2,591	(331)	10,737	47	2,230,034	44,601	43,709	46,495	2,188,220
02/2020	3,091,475	47,517	88,409	30,826	19,196	382	3,277,807	65,556	64,245	43,709	3,191,714
03/2020	2,103,460	53,660	94,871	32,133	10,701	175	2,294,999	45,900	44,982	64,245	2,268,362
04/2020	2,012,689	88,846	8,619	32,901	11,183	559	2,154,796	43,096	42,234	44,982	2,114,448
05/2020	2,491,706	35,347	359	18,549	16,456	98	2,562,516	51,250	50,225	42,234	2,503,274

TEXAS FORECAST

SALES TAX TRENDS AND ECONOMIC DRIVERS

APRIL 2020



HdL provides relevant information and analyses on the economic forces affecting Texas' local government agencies. In addition, HdL's Revenue Enhancement and Economic Development Services help clients to maximize revenues.

HdL serves over 500 cities, counties and special districts in Texas and across the nation.



*Delivering Revenue, Insight and Efficiency
to Local Government Since 1983*

HdL[®] Companies

2020 FORECAST

Summary

Swift reaction to the COVID-19 pandemic by government leaders, consumers, and businesses has caused a sudden and substantial decrease in spending on certain taxable goods and services. National and state responses to COVID-19, combined with uncertainty as to the duration and scope of related economic disruption, make revenue projections during this unprecedented time especially challenging. The Texas Comptroller does not expect to release updated tax revenue projections until mid-summer. Nonetheless, HdL understands assessing the potential impact on your jurisdiction's sales and use tax is vitally important and a priority consideration. HdL prepared the attached forecast that incorporates insights from respected publications, numerous industry-specific analysts, and HdL sales and use tax specialists. HdL will make available a sales and use tax assessment tool to allow you to combine insights from this consensus forecast, your jurisdiction's sales and use tax data, and input from those that know your community best --- you and your team, to project sales and use tax revenue for future reporting periods.

HdL Consensus Forecast

HdL's Consensus Forecast considers impacts of previous historic downturns, reports and projections from industry-specific analysts, economic studies, and updates from federal, state, and local leaders. As the COVID-19 pandemic is an unfolding, fluid event, HdL anticipates updating its Consensus Forecast over time as circumstances evolve and more definitive information becomes available.

This initial forecast assumes current social distancing strategies to flatten the curve of virus spread remain in place, site-specific containment strategies to reopen the Texas economy are implemented slowly, business and industry leaders work cooperatively to minimize supply chain disruptions, and federal, state, and local economic stimulus actions successfully deter deep recession. It considers marginal or overly-leveraged businesses will not survive a lengthy shutdown, businesses will be cautious with capital investment and hiring, business travel may be curtailed long-term in deference to teleconferencing, the return to previous consumer spending patterns will not be immediate, and a shift to online retail will continue.

For purposes of this forecast, HdL segmented sales and use tax data into eight unique business groups defined by HdL.

- Construction and Manufacturing
- General Retail
- Internet Retail
- Grocery and Pharmacy
- Restaurants and Entertainment
- Professional and Financial Services
- Telecom, Utilities, Waste, and Other Provider Services
- Other

HdL Companies

2020 FORECAST

These business groups were developed after careful review of historical sales and use tax data to identify common economic trends among specific business types. Acknowledging inaccuracies associated with NAICS codes reported by taxpayers, balanced with the need for timely development of this forecast, HdL reviewed and where appropriate, reclassified taxpayer-specific data to the appropriate business category. The context of the trends for each of the eight categories is provided within the forecast.

Currently, actual net sales and use tax payments are known for January, February, March, and April 2020 (reflecting consumer activity for the 4-month period November 2019 – February 2020). The first month forecasted is May 2020, reflecting consumer activity for the month and quarter ending March 2020, the first sales and use tax allocation period directly impacted, at least in part, by the COVID-19 outbreak. A forecast is also provided for the month of June 2020, reflecting consumer activity for April 2020, and for each quarter thereafter through December 2020 (consumer activity through October 2020). For all forecasted periods, the percent change reflects the forecasted percent change over the same period in the prior year.

Projecting sales and use tax is always a challenge; projecting sales and use tax during unprecedented, turbulent times is far more difficult. It must be recognized that events yet unknown and unpredictable will impact future sales and use tax performance. We encourage you to consider this information in combination with other valued information to which you and your team have access. HdL will continue to monitor related developments and will release future updates to the forecast as circumstances warrant.

Client Action

The following items are included for your consideration:

- HdL Consensus Forecast, April 2020, Statewide Sales and Use Tax Trends (with industry-specific context for statewide sales tax trends within eight business categories).
- Sales and Use Tax Allocation Data by Business Category for Allocation Periods May 2018 through April 2020.

As a reminder, you can run and review the standard sales and use tax reports we make routinely available to you and your team by visiting hdlcompanies.com. Hover over the **Login** tab at the upper right-hand corner and click on Texas Sales Tax. You will be automatically directed to our client portal log in page.

The health and safety of our teams, along with the quality and continuity of our services continue to be our top priority. Our client service team members remain available to assist you by calling 512-906-0429 or by email:

- Amy Flanigan, Client Services Manager, aflanigan@hdlcompanies.com
- Robin Humphrey, Client Services Manager, rhumphrey@hdlcompanies.com
- Paula Barr, Director, Client Services, pbarr@hdlcompanies.com

HDL CONSENSUS FORECAST – APRIL 2020

STATEWIDE SALES TAX TRENDS

 **TOTAL MAY '20 -12.8% | JUNE '20 -18.4% | 3Q20 -21.9% | 4Q20 -18.6%**

(Based on Sales Tax Allocation Month)



Construction & Manufacturing

MAY '20 -10% | JUNE '20 -15%

3Q20 -20% | 4Q20 -25%

This business category includes the oil and gas sector and is impacted by the recent price collapse and the reduction in demand for petroleum products as travel is curtailed. Reports suggest construction projects will continue but at a much slower pace with outdoor environmental factors and the ability to isolate workers from one another working in the favor of this business category. Current project halts and cancellation of projects not yet started are being reported by an increasing number of contractors, with shortages of equipment and materials a contributing factor. As individuals and families shelter in place, home improvement projects are a focus, lifting the near-term performance of home improvement centers such as Lowe's and Home Depot. Nonetheless, reduced overall spending compared to last year is expected. Economic uncertainties are also expected to put pressure on home sales thus hurting contractor-driven sales. US industrial production plunged in March 2020 as factories in a variety of sectors halted work to protect workers from the outbreak. Manufacturing activity is expected to continue to slow due to supply chain constraints, weaker demand, and social distancing in the workplace.



Internet Retail

MAY '20 +75% | JUNE '20 +75%

3Q20 +75% | 4Q20 +65%

Substantial growth is projected in this category, fueled by the implementation of the Wayfair Supreme Court ruling beginning in October 2019 (and first reflected in sales tax allocations in December 2019) combined with an increase in online retail transactions. Remote sellers with no physical presence in Texas but marketing taxable products and services in the state are now required to collect and remit sales and use tax, and marketplace providers such as Amazon, Etsy, eBay, and Wal-Mart.com Marketplace must now report sales and use tax on behalf of third-party vendors that utilize their marketplace platforms. The shift from brick-and-mortar shopping to online retail will intensify in response to social distancing.



Grocery Stores & Pharmacy

MAY '20 +15% | JUNE '20 +7.5%

3Q20 +3.3% | 4Q20 +2.5%

Continued growth in this category is expected with consumers stocking up for quarantine and prolonged school closures. With most dining out options curtailed entirely or limited to take-out/curb-side pick-up/delivery, consumer spending in this category is expected to increase to support eating at home due to social distancing. In addition to major grocery store chains, such as HEB, Kroger, Randall's and Tom Thumb affiliates, this category also includes CVS and Walgreens pharmacies, convenience stores and smaller food marts. Warehouse clubs such as Sam's Club and Costco are also included as data sources suggest these entities respond economically more like grocery stores than general retail establishments.



General Retail

MAY '20 -35% | JUNE '20 -40%

3Q20 -33.3% | 4Q20 -15%

A significant drop in core retail sales is expected as communities implement social distancing measures to flatten the curve of virus spread at the recommendation of health professionals and government leaders. Large shopping centers and popular retailers are experiencing periods of closure in conjunction with shelter in place orders. Brick and mortar retail sales are expected to be bleak through May and June. As consumer confidence drops and unemployment woes set in, it is expected discretionary spending will be curtailed and negatively impact this category throughout the remainder of 2020. Target and Walmart, while incorporating general retail, grocery, and pharmacy components, are included in this category as data suggests these businesses respond economically like other general retail businesses rather than as grocery and pharmacy entities.

HDL CONSENSUS FORECAST – APRIL 2020

STATEWIDE SALES TAX TRENDS

 **TOTAL MAY '20 -12.8% | JUNE '20 -18.4% | 3Q20 -21.9% | 4Q20 -18.6%**

(Based on Sales Tax Allocation Month)

**Restaurants & Entertainment**

MAY '20 -30% | JUNE '20 -45%

3Q20 -63.3% | 4Q20 -60%

Consistent with the outlook for the General Retail business category, the Restaurant and Entertainment sectors, which include hotels, are expected to experience major impacts due to travel restrictions, and cancellation of festivals, sporting events, concerts, and closures of theme parks, cinemas, museums and historical sites due to social distancing and gathering limitations. Restaurants and other facilities that prepare and serve food are largely restricted to take-out/curb-side pick-up/delivery modes. Consumer spending for food has shifted to grocery store spending in response to shelter-in-place orders. Prolonged shelter-in-place restrictions may impact the long-term outlook for this category as dining habits may change. Even as efforts shift to loosening shelter-in-place restrictions, restaurant seating capacities will be limited in response to social distancing requirements. This industry is most vulnerable to permanent closures as tight operating margins existed prior to the pandemic.

**Professional & Financial Services**

MAY '20 -3.0% | JUNE '20 -5.0%

3Q20 -13.3% | 4Q20 -15%

This category encompasses services delivered by professionals or other specially-trained personnel across a variety of sectors including healthcare, medical supplies information technology, property management, education, banking, insurance, credit services, and engineering and consulting services not related to the construction industry. A review of historical data suggests these services are not, individually, significant drivers of sales and use tax. As a group, however, they are worthy of note as they tend to react similarly in times of economic uncertainty. Activity across this category is expected to contract at levels consistent with the overall economy.

**Telecom, Utilities & Other Service Providers**

MAY '20 +3% | JUNE '20 +3%

3Q20 +3% | 4Q20 +3%

Continued modest growth comparable to pre-COVID-19 levels is expected in this category encompassing telephone, cellular, cable, internet, data and software services, commercial and residential utilities, and waste removal services. The outlook considers an increase in demand for internet, data, and software services prompted by shelter-in-place orders and the deployment of staff and students working and learning from home.

**Other**

MAY '20 -10% | JUNE '20 -16%

3Q20 -20% | 4Q20 -20%

This is a “catch all” category of businesses not better classified in other categories. HdL has made a concerted effort to review and re-classify businesses to other categories to reduce the significance of this category for forecast purposes. Activity across this category is expected to contract at levels consistent with the overall economy.

HdL Companies

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HOUSTON

9821 Katy Freeway #440
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HdL Companies

888.861.0220 | hdlcompanies.com



Business Group Forecast Tool

Prosperity Tx

Run Date: 05/20/2020

Based on 24 Months of Historical Data

All Figures Based on Allocation Month

Group %'s Derived from Large Taxpayer Data

Actual Tax Received

Calendar Year 2017 \$ 13,534,947

Calendar Year 2018 \$ 16,866,588

Calendar Year 2019 \$ 19,596,450

HdL Forecasted Amount vs. Prior Calendar Year -8.80%

Client Forecasted Amount vs. Prior Calendar Year -8.80%

Predetermined by	
Calculation Result	
Actual	
Variables for Use	

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	CY 2020 Total
HdL Forecasted Total					\$ 1,433,195	\$ 1,140,889	\$ 1,168,018	\$ 1,433,016	\$ 1,358,231	\$ 1,311,692	\$ 1,350,446	\$ 1,419,039	\$ 17,872,793
Client Forecasted Total					\$ 1,433,195	\$ 1,140,889	\$ 1,168,018	\$ 1,433,016	\$ 1,358,231	\$ 1,311,692	\$ 1,350,446	\$ 1,419,039	\$ 17,872,793
Actual Net Payment	\$ 1,653,808	\$ 2,592,042	\$ 1,598,848	\$ 1,413,569									
HdL Baseline					\$ 1,572,427	\$ 1,320,431	\$ 1,410,230	\$ 1,726,422	\$ 1,591,702	\$ 1,522,672	\$ 1,567,660	\$ 1,647,286	
Client Baseline					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction and Manufacturing													
HdL Forecast					-10%	-15%	-20%	-20%	-20%	-25%	-25%	-25%	
Actual	\$ 455,484	\$ 601,038	\$ 373,913	\$ 375,342									
Baseline By Group %					\$ 454,524	\$ 381,682	\$ 407,639	\$ 499,038	\$ 460,095	\$ 440,142	\$ 453,146	\$ 476,162	
Client Forecast +/- %													
Client Adjustment +/- \$													
28.91%					\$ 409,071	\$ 324,430	\$ 326,111	\$ 399,230	\$ 368,076	\$ 330,106	\$ 339,859	\$ 357,122	
General Retail													
HdL Forecast					-35%	-40%	-40%	-35%	-25%	-15%	-15%	-15%	
Actual	\$ 410,785	\$ 732,937	\$ 333,258	\$ 329,807									
Baseline By Group %					\$ 365,904	\$ 307,265	\$ 328,161	\$ 401,739	\$ 370,390	\$ 354,326	\$ 364,795	\$ 383,324	
Client Forecast +/- %													
Client Adjustment +/- \$													
23.27%					\$ 237,838	\$ 184,359	\$ 196,897	\$ 261,130	\$ 277,792	\$ 301,177	\$ 310,076	\$ 325,825	
Grocery Stores and Pharmacy													
HdL Forecast					15%	8%	5%	3%	3%	3%	3%	3%	
Actual	\$ 58,026	\$ 108,221	\$ 53,634	\$ 53,327									
Baseline By Group %					\$ 75,071	\$ 63,040	\$ 67,327	\$ 82,423	\$ 75,991	\$ 72,696	\$ 74,843	\$ 78,645	
Client Forecast +/- %													
Client Adjustment +/- \$													
4.77%					\$ 86,332	\$ 68,083	\$ 70,694	\$ 84,896	\$ 78,271	\$ 74,876	\$ 77,089	\$ 81,004	
Internet Retail													
HdL Forecast					75%	75%	75%	75%	75%	65%	65%	65%	
Actual	\$ 165,529	\$ 270,696	\$ 173,526	\$ 156,408									
Baseline By Group %					\$ 92,746	\$ 77,883	\$ 83,179	\$ 101,829	\$ 93,883	\$ 89,811	\$ 92,465	\$ 97,161	
Client Forecast +/- %													
Client Adjustment +/- \$													
5.90%					\$ 162,306	\$ 136,295	\$ 145,564	\$ 178,201	\$ 164,295	\$ 148,189	\$ 152,567	\$ 160,316	
Other													
HdL Forecast					-10%	-16%	-20%	-20%	-20%	-20%	-20%	-20%	
Actual	\$ 24,989	\$ 36,871	\$ 24,117	\$ 31,743									
Baseline By Group %					\$ 24,120	\$ 20,254	\$ 21,632	\$ 26,482	\$ 24,416	\$ 23,357	\$ 24,047	\$ 25,268	
Client Forecast +/- %													
Client Adjustment +/- \$													
1.53%					\$ 21,708	\$ 17,014	\$ 17,306	\$ 21,186	\$ 19,532	\$ 18,685	\$ 19,237	\$ 20,215	
Professional and Financial Services													
HdL Forecast					-3%	-5%	-10%	-15%	-15%	-15%	-15%	-15%	
Actual	\$ 115,924	\$ 118,316	\$ 95,413	\$ 83,713									
Baseline By Group %					\$ 115,584	\$ 97,061	\$ 103,661	\$ 126,904	\$ 117,001	\$ 111,927	\$ 115,234	\$ 121,087	
Client Forecast +/- %													
Client Adjustment +/- \$													
7.35%					\$ 112,116	\$ 92,208	\$ 93,295	\$ 107,868	\$ 99,451	\$ 95,138	\$ 97,949	\$ 102,924	
Restaurants and Entertainment Services													
HdL Forecast					-30%	-45%	-60%	-65%	-65%	-60%	-60%	-60%	
Actual	\$ 163,722	\$ 208,208	\$ 166,185	\$ 137,507									
Baseline By Group %					\$ 163,600	\$ 137,381	\$ 146,724	\$ 179,622	\$ 165,605	\$ 158,423	\$ 163,104	\$ 171,388	
Client Forecast +/- %													
Client Adjustment +/- \$													
10.40%					\$ 114,520	\$ 75,560	\$ 58,690	\$ 62,868	\$ 57,962	\$ 63,369	\$ 65,241	\$ 68,555	
Telecom, Utilities and Other Service Providers													
HdL Forecast					3%	3%	3%	3%	3%	3%	3%	3%	
Actual	\$ 278,843	\$ 503,620	\$ 375,613	\$ 256,020									
Baseline By Group %					\$ 280,878	\$ 235,865	\$ 251,906	\$ 308,386	\$ 284,321	\$ 271,991	\$ 280,027	\$ 294,250	
Client Forecast +/- %													
Client Adjustment +/- \$													
17.86%					\$ 289,305	\$ 242,941	\$ 259,463	\$ 317,638	\$ 292,851	\$ 280,151	\$ 288,428	\$ 303,078	

DISCLAIMER: Any forecast generated for a Client by HdL or by a Client using this forecasting tool is only an estimate. Events yet unknown and unpredictable will impact future sales and use tax performance. We encourage you to consider this information in combination with other valued information to which you have access.

NAICS KEY

Code	Industry Segment
1	Ag, Forestry, Fishing, Hunting
2	Mining, Oil/Gas Extr
3	Utilities
4	Construction
5	Manufacturing
6	Included in Key No. 5
7	Included in Key No. 5
8	Wholesale Trade
9	Retail Trade
10	Transportation, Warehousing
11	Information excl. Telecom
12	Telecom
13	Included in Key No. 11
14	Financial, Insurance
15	Real Estate, Rental, Leasing
16	Prof, Scientific, Tech Svcs
17	Company, Enterprise Mgmt
18	Admin, Support, Waste Mgmt
19	Education Services
20	Health Care, Social Assistance
21	Recreation, Arts, Entmt
22	Lodging, Food Svcs
23	Other Services
24	Public Admin
25	Unidentified

**MEMORANDUM**

TO: Local Jurisdictions Authorized to Impose Texas Sales and Use Tax
(VIA EMAIL)

FROM: Paula S. Barr, Director, Client Services
HdL Companies

DATE: December 3, 2019

SUBJECT: Single Local Tax Rate (SLT)

The Comptroller is updating its rules to address sales and use tax collection requirements of sellers outside Texas ("remote sellers") in response to the June 2018 *South Dakota v. Wayfair* Supreme Court decision. We are reaching out to advise you of related changes you may observe in your jurisdiction's sales and use tax allocation beginning with the allocation scheduled for distribution on December 13, 2019 (reflecting October 2019 activity).

The 86th Texas State Legislature (2019) adopted two laws related to this matter, HB 1525 and HB 2153, both of which became effective October 1, 2019.

HB 1525 created new tax collection responsibilities for marketplace providers (Amazon, eBay, Walmart Marketplace, and Etsy, as examples) and marketplace sellers (third parties that use marketplace providers). Marketplace providers are now required to collect and remit state and local sales and use tax on all third-party sales. Consequently, your jurisdiction may see an increase in sales tax reported by marketplace providers.

HB 2153 provides a single local tax (SLT) rate that remote sellers may use in place of actual location-specific local tax rates. The SLT rate is **not** available to marketplace providers. The SLT rate for the period October 1, 2019 through December 31, 2019 is 1.75 percent. The Comptroller will compute the SLT rate prior to the beginning of each calendar year and publish it in the *Texas Register*.

We have been engaged with the Comptroller regarding the implementation of the updated rules. We understand the Comptroller will allocate tax reported by SLT rate to local jurisdictions monthly on a pro-rata basis beginning with the December 2019 allocation:

- The Comptroller will compute a taxing jurisdiction's share of SLT each calendar month based on the percentage of the total sales and use tax allocations made to each eligible taxing jurisdiction for the month.
- The computed percentage will be applied to the total amount of SLT deposits for the month.
- The funds distributed to each taxing jurisdiction will also include a pro rata share of any penalty or interest on delinquent SLT taxes collected by the Comptroller.
- Prior to distribution, the Comptroller will deduct the standard 2% service fee and retained amounts to make refunds and redeem dishonored checks and drafts.



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9821 Katy Freeway, Suite 440, Houston, TX 77024

We anticipate the Comptroller will report each taxing jurisdiction's share of SLT on a separate line item on the jurisdiction's Allocation Payment Notice (stub letter) and on the Allocation Payment Detail posted on the Comptroller's website. We have been advised taxpayer-specific information related to SLT will not be included in confidential sales tax data reports so there will be no means by which to review or audit the SLT allocation. We are revising our standard reports to reflect SLT allocation information and anticipate the revisions will be in place when December 2019 allocation reports routinely become available through our website portal.

As always, we welcome your questions, which may be directed to our client services team members at the following: Paula Barr and Amy Flanigan at 512-906-0429 or Robin Humphrey at 713-481-6975.

TAB 6: APPENDIX

Appendix A – Bidder’s Questionnaire

Appendix B – Form CIQ Conflict of Interest Questionnaire

Appendix C – Non-Collusion Affidavit

Appendix D – Prohibition of Contract with Companies Boycotting Israel

Appendix A**BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein)
Hinderliter, de Llamas & Associates

2. Doing Business As (other business name if applicable)
HdL Companies

3. Federal Tax ID Number
33-0008507

4. Business Mailing Address (include City/State/Zip Code)
8700 Manchaca Road, Suite 106, Austin, TX 78748

5. Business Email Address
anickerson@hdlcompanies.com

6. Business Telephone Business Fax Number
714.879.5000 909.861.7726

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
37 Years

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

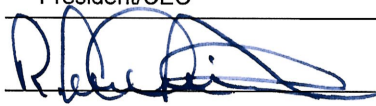
25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?
☐ Yes ☒ No

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).

100% Hinderliter, de Llamas and Associates Employee Stock Ownership Plan and Trust

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 Andrew Nickerson
Title President/CEO
Signature of Owner 
Date May 15, 2020
Email Address anickerson@hdlcompanies.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.**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

5/15/2020

Date

Appendix C**NON-COLLUSION AFFIDAVIT*****This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder/proposer, Andrew Nickerson, 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

 Andrew Nickerson, President/CEO

 Name and Title of Authorized Company Representative

 May 15, 2020

Date

 Subscribed and sworn to before me on 5/15/2020 (Date)

(Notary Seal)

 Signature Notary Public

See attached memo

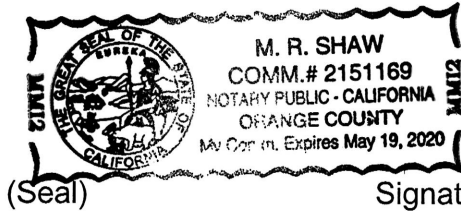
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 15th
day of May, 2020, by Andrew Nickerson

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

Appendix 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, Andrew Nickerson (Name of certifying official), the President/CEO (title or position of certifying official) of HdL Companies (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: President/CEO

Date: May 15, 2020

Board of Directors Memo

June 25, 2020

SUBJECT: Consider Approval of Resolution R20-11 Appointing a Board of Director's ADA Liaison to the Access Appeal Panel

Background

Per federal guidelines as articulated in the Federal Transit Administration's (FTA) Circular 4710.1, which details the implementation of 49 CFR 37.125 regarding ADA Paratransit Eligibility, transit agencies are required "to provide riders the opportunity to appeal an ineligibility determination." 49 CFR Section 37.125(g) further requires transit agencies to include an opportunity for the appeal to be heard in person. As a result, the DCTA authorized the creation of the Access Appeal Panel (AAP) on September 27, 2007.

The purpose of the AAP is to hear appeals from customers whose application for Access services has been determined ineligible or in cases of suspension of service to a customer. According to DCTA's Access Service Policies and Procedures, "individuals are permitted to request an appeal to the DCTA Access Appeal Panel (AAP) within sixty (60) days of the initial eligibility decision, beginning on the date the individual receives notification of the initial decision." In addition, a customer "shall have ten (10) calendar days from the date of notice of [a] proposed suspension [of service] to submit to DCTA a request for an appeal." The AAP rulings are final. The Access Policies and Procedures are included as Exhibit A to the draft Resolution 20-11 in Exhibit 1.

Per DCTA's AAP policy, "the Access Appeal Panel will be composed of three members. Two members, as well as alternates, shall be appointed by the DCTA President and will include a DCTA staff member familiar with the provision of Access service, and a professional who works with the elderly and/or disabled community in Denton County and is not employed by DCTA or its contractors. The third member shall be the Board of Director's ADA Liaison or his/her designee." The AAP Policy is included as Exhibit 2.

Due to Board resignations and staff transitions, the following positions are currently vacant:

Board of Director's ADA Liaison

Board of Director's ADA Liaison Designee (Optional)

Alternate for the non-DCTA community representative

The CEO has appointed Rusty Comer, Manager of Bus Administration, to serve as the DCTA Staff Member "familiar with the provision of Access Service" and Sarah Hultquist, Mobility Service Coordinator, as the alternate.

Finally, Murphy Hardinger, the ADA Specialist at REACH Denton and member of DCTA's Citizen's Advisory Committee, continues to serve as the President/CEO's appointee as "a professional who works with the elderly and/or disabled community in Denton County and is not employed by DCTA or its contractors."

Identified Need

With the resignation of former Board Member Dave Kovatch who previously served as the Board of Director's ADA Liaison, there is a current vacancy on the Access Appeal Panel. In addition, according to the AAP policy, the appointed ADA Liaison reserves the right to designate a DCTA staff member to serve in his or her absence.



Recommendation

Staff recommends the Board consider making an appointment to fill the vacant seat of the Board of Director's ADA Liaison and designate Nicole Recker, Vice President of Mobility Services & Administration to serve in his/her absence.

Exhibits

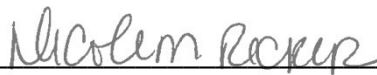
Exhibit 1: Resolution R20-11, Access Appeal Panel Board of Director's ADA Liaison Appointment

Exhibit 2: DCTA Access Appeal Panel Overview

Exhibit 3: FTA Circular 4710.1, Chapter 9 ADA Paratransit Eligibility

Exhibit 4: Access Appeal Panel Appointment of Board of Director's ADA Liaison Staff Designee Letter

Submitted By: 
Lindsey Baker, Director of Government Affairs

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

Approval: 
Raymond Suarez, CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. R20-11**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPOINTING A MEMBER OF THE BOARD OF DIRECTORS AS THE ADA LIAISON TO THE ACCESS APPEAL PANEL PER DCTA'S ACCESS APPEAL PANEL POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under federal guidelines as articulated in the Federal Transit Administration's (FTA) Circular 4710.1, which details the implementation of 49 CFR 37.125 regarding ADA Paratransit Eligibility, transit agencies are required "to provide riders the opportunity to appeal an ineligibility determination;" and

WHEREAS, 49 CFR Section 37.125(g) further requires transit agencies to include an opportunity for the appeal to be heard in person. As a result, the DCTA authorized the creation of the Access Appeal Panel (AAP) on September 27, 2007; and

WHEREAS, the purpose of the AAP is to hear appeals from customers whose application for Access services has been determined ineligible or in cases of suspension of service to a customer. According to DCTA's Access Service Policies and Procedures, included as Exhibit A herein, "individuals are permitted to request an appeal to the DCTA Access Appeal Panel (AAP) within sixty (60) days of the initial eligibility decision, beginning on the date the individual receives notification of the initial decision." In addition, a customer "shall have ten (10) calendar days from the date of notice of [a] proposed suspension [of service] to submit to DCTA a request for an appeal;" and

WHEREAS, under DCTA's AAP policy, "the Access Appeal Panel will be composed of three members. Two members, as well as alternates, shall be appointed by the DCTA President and will include a DCTA staff member familiar with the provision of Access service, and a professional who works with the elderly and/or disabled community in Denton County and is not employed by DCTA or its contractors. The third member shall be the Board of Director's ADA Liaison or his/her designee;" and

WHEREAS, the Access Appeal Panel Board of Director's ADA Liaison position is currently vacant;

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

SECTION 1. _____ is appointed to serve as the Board of Director's ADA Liaison to DCTA's Access Appeal Panel.

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 THE 25TH DAY OF JUNE 2020.

APPROVED:

Dianne Costa, Chair

ATTEST:

Sam Burke, Secretary
(06-15-2020:TM 116240)

Exhibit “A”
(to be attached)



DENTON COUNTY TRANSPORTATION AUTHORITY
ACCESS SERVICE POLICIES AND PROCEDURES

Effective April 26, 2018

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INTRODUCTION

Access, like all DCTA services, is provided in a manner that furthers the vision and mission of DCTA:

Vision

Be a leader in advancing mobility alternatives.

Mission

As a regional partner, the Denton County Transportation Authority is committed to providing safe, customer focused, and efficient mobility solutions.

It is the policy of the Denton County Transportation Authority (DCTA) to provide a complementary Paratransit service to those individuals determined to be Americans with Disabilities Act (ADA) Paratransit eligible. In accordance with the Service Plan, DCTA will also provide demand response service to individuals who are elderly or disabled throughout the DCTA service area.

PURPOSE AND NEED

The *Access* Service Policies and Procedures document is intended to outline the provision of demand response service by the DCTA throughout the service area.

DCTA *Access* is an origin to destination public transportation service for people who have a physical, cognitive or mental disability or who are at least 65 years old. *Access* is operated in compliance with the ADA and is a shared-ride, public transportation service. As such, other passengers may be onboard and the vehicle may stop for other pick-ups and/or drop-offs on the way to a destination.

I. ELIGIBILITY

Access ADA Paratransit Eligibility

The ADA definition of eligibility as codified in 49 CFR 37.123, the "ADA Paratransit Regulations," addresses three categories of individuals who are eligible for complementary Paratransit service. Specific definitions of the three eligibility categories described in the ADA Paratransit Regulations are as follows:

1. Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.

Included in this category are individuals with mental or visual impairments who cannot "navigate the system."

2. Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route of the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.

*Eligibility under this category depends on the accessibility of vehicles and routes. A person is eligible for Paratransit service if the **vehicle** assigned to the fixed route on which they want to travel is not yet accessible. **All DCTA buses are accessible.***

3. Any individual with a disability who has a specific impairment-related condition, which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

Two important qualifiers to this category are included in the regulations. First, the "specific impairment-related condition" must prevent the person from using the fixed route system. Conditions, which make getting to or from stops more difficult, do not confer eligibility. Second, architectural barriers not under the control of the public entity and environmental barriers do not, when considered alone, confer eligibility. If, however, travel to or from a boarding location is impossible when these factors are combined with the person's specific impairment-related condition, Paratransit service must be provided.

Conditional Eligibility

Some people with disabilities may be able to use the local fixed route bus service, *Connect*, under certain conditions, but not under others. Therefore, eligibility for *Access* service for some people will be determined on a trip-by-trip basis.

Temporary Eligibility

A person with a temporary disability will be eligible for *Access* service if the disability results in his/her functional inability to use the *Connect* bus system as described in the three eligibility categories. Temporary eligibility may be granted up to the amount of time recommended by a medical professional.

Strictly Limiting Eligibility

The certification process shall strictly limit ADA Paratransit eligibility to individuals who meet the regulatory definition of eligibility. Only those persons who meet the regulatory definition can be given documentation indicating that they are “ADA Paratransit Eligible.” If individuals who are determined to be ADA Paratransit eligible can use fixed route service under certain conditions, the documentation which they are given will indicate the limitations/conditions of their eligibility.

***Access* (Non-ADA) Service Eligibility**

Individuals certified for ADA Paratransit service are automatically eligible to schedule *Access* (Non-ADA) trips. Non-ADA trips are those that either begin or end outside the ADA service area subject to service area boundaries.

Access (Non-ADA) trips must begin and end within the Lewisville/ Highland Village Zone or the Denton Zone (see figure 1). Trips will not be available between the two zones. DCTA applies Federal Transit Administration “Half Fare” regulations to determine eligibility for *Access* (Non-ADA) service. *Access* (Non-ADA) trips are provided only to the extent that there is excess capacity on the system. However, DCTA is committed to providing service to all our *Access* customers as provided for in the Service Plan.

To be eligible for *Access* (Non-ADA) trips, individuals must be one of the following:

1. Age 65 or older;
2. A person “who by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi ambulatory capabilities), cannot use effectively, without special facilities, planning, or design, mass transportation service or a mass transportation facility;”
3. Medicare cardholder—Anyone in possession of a Medicare card is eligible for *Access* (Non-ADA) trips.

II. CERTIFICATION PROCESS

The goal of this process is to ensure that only people who meet the regulatory criteria are regarded as ADA Paratransit eligible and only people who meet ADA and/or FTA half fare criteria are approved to schedule *Access* (Non-ADA) trips.

Application

In order to use *Access*, individuals must complete and submit an application. Applications can be obtained by calling DCTA at (940) 243-0077 or by downloading from the internet at www.dcta.net. Hearing impaired TDD customers can contact our office through the Southwestern Bell TDD line (1-800-735-2989).

Completed applications include:

1. Application
2. Physician's Form

The application will not be reviewed until both components are received.

Upon receipt of **completed** applications, ADA regulations allow a maximum of 21 days to process applications. DCTA will begin processing properly completed applications immediately upon receipt. Only completed, signed applications, which may be mailed or faxed, will be considered for review. Applicants will receive written notification of eligibility via U.S. mail.

Applicants will receive a determination letter within 21 days of submission of a completed application. If DCTA has not made a decision on eligibility within 21 days of receipt of the completed application, the applicant may use Access ADA paratransit service starting on the 22nd day until a determination is made.

For applicants with a disability, a licensed physician or certified human services professional familiar with the applicant's condition must complete the attached physician form in order to prevent delay with the application review. Examples of licensed or certified human service professionals include:

Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Nurse Practitioner, Registered Nurse.

Once the application is fully completed, the signed original should be mailed or faxed to:

DCTA
604 East Hickory Street
Denton, Texas 76205
Fax: 940.387.1641

Eligibility Determination

DCTA personnel will determine the eligibility status of a passenger based on the information contained on the application and physician's form. A person may be determined to be eligible, temporarily eligible, or conditionally eligible for certain trips. The applicant will be notified in writing of the eligibility upon determination. An in-person interview may be necessary for eligibility determination. Transportation for any required in-person interview will be provided by DCTA.

Individuals who are eligible for **Access ADA Paratransit** consequently qualify for **free fare** on DCTA *Connect* fixed route service.

Notice of Initial Determination

An applicant that is determined to be eligible for ADA service will be mailed (to the address printed on the application) documentation of eligibility specifically stating that the person is “ADA Paratransit Eligible.” This eligibility qualifies the customer to schedule both ADA complementary paratransit trips and *Access* (Non-ADA) trips. An applicant that is determined to be eligible to schedule *Access* (Non-ADA) trips **only** will receive documentation to that effect. The document will include the name of the eligible individual, the phone number for DCTA , an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility.

Eligibility Appeal Process

The DCTA *Access* eligibility appeal process is as follows:

- Individuals are permitted to request an appeal to the DCTA *Access* Appeal Panel (AAP) within sixty (60) days of the initial eligibility decision, beginning on the date the individual receives notification of the initial decision;
- Appellants have an opportunity to be heard in person and to present additional information and arguments regarding their disability and ability to use the *Connect* fixed route service;
- The AAP hears all appeals and the Panel’s ruling is final.
- Applicants are notified of appeal decisions in writing, or in an accessible format if requested, and the notification will state the reason(s) for the decision if eligibility is still denied;
- Applicants should mail appeals to the following address:

**DCTA
Access Appeal Panel
P. O. Box 96
Lewisville, TX 75057**

- If a decision on the appeal is not made within 30 days of the completion of the process, individuals will be considered “presumptively eligible” and will be provided paratransit service until and unless a decision to deny the appeal is issued.

Recertification Process

Passengers will be subject to individual recertification every three years from the date they are certified. Re-certification is done to ensure that circumstances have not changed or invalidated

an individual's eligibility. Recertification also ensures that DCTA's files are accurate and contain up-to-date information. DCTA reserves the right to re-certify eligibility at any time.

III. SERVICE PARAMETERS

Access ADA paratransit service, which is prescribed in the Code of Federal Regulations chapter 49 part 37, is provided in an area within three-quarters of a mile on either side of each local fixed route. ADA paratransit is currently provided within the cities of Denton and Lewisville due to the operation of *Connect* and *University of North Texas Shuttle* fixed route services within the cities.

In addition to ADA Paratransit service, DCTA provides broader Non-ADA demand response service to elderly and disabled residents residing within the city limits of all member cities. This broader service is not subject to the service criteria for ADA complementary paratransit service outlined in 49 CFR 37.

Access certified riders may schedule trips to begin and end within in the following cities:

- Denton
- Lewisville
- Highland Village

The *Access* (Non-ADA) demand response trips will be provided on a first-come, first-served basis, are subject to capacity constraints, and must begin and end within a single service zone (see page 3).

Service Hours

Access service hours will be the same as hours and days of operation for fixed route services.

DCTA observes the following holidays and service is not available:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

IV. SCHEDULING A TRIP

An *Access* trip may be scheduled by calling 940-243-0077 between one (1) and seven (7) days in advance of the requested trip date. Reservations may be made between 8:00 a.m. and 5:00 p.m. Monday through Sunday. On Saturday, Sunday and holidays an answering machine will take requests. **Requests for same-day service will be provided if capacity is available.**

Customers will receive a confirmation telephone call one day prior to their scheduled trip. It is recommended that phone numbers on record with DCTA be equipped with messaging devices. If DCTA is unable to contact a passenger due to a wrong number being on file or due to

no answer on a phone without a messaging device, the passenger remains obligated to the trip scheduled. For ADA paratransit trips, DCTA may offer travel times one hour before or one hour after the requested travel time as established under the ADA paratransit service criteria. *Access* (Non-ADA) trips are not covered under these requirements, therefore DCTA may offer travel times greater than one hour before or one hour after the requested travel time for these trips. Every effort will be made to schedule these trips within a reasonable time window.

Customers will receive a confirmation telephone call one day prior to their scheduled trip. The confirmed trip time may be different than the originally requested time.

Customers will receive an approximate time for pick up. The driver may arrive up to 15 minutes before or after this time (30 minute Ready-time Window), and be considered on-time for your trip. Customers should be ready to go and be waiting in a place where they can hear or see the vehicle arrive. **If the Access vehicle arrives after the 30 minute ready-time window, the passenger will not be required to pay for the trip.**

If the vehicle fails to pick up within one hour of the scheduled trip, the customer is entitled to request a credit for the trip by calling DCTA. Once the missed trip is validated, a credit will be placed in the customer's file to be used at a later date.

Subscription Service

According to ADA Guidelines, no more than 50% of scheduled service can be designated as Subscription Service. DCTA reserves the right to restrict and/or prioritize Subscription Service to maintain a maximum level of 50%. Subscription Service is limited to customers traveling to the same place at the same time at least one time per week on a regular and consistent basis. DCTA will terminate any subscription service that is canceled 50% or more of the time during any thirty (30) day period, or if there is a consistent pattern of cancellations or no-shows of any part of a subscription.

V. SERVICE RULES

Drivers are not allowed to go into residences or other facilities to look for passengers. To avoid delaying other passengers, drivers can only wait five minutes after the scheduled pickup time before proceeding on their route. A customer will be charged with a "No-Show" if the vehicle arrived to pick them up within 15 minutes on either side of the pick-up time and the customer was not ready to go within five minutes.

All passengers are required to pay the full fare upon boarding the vehicle. If using a prepaid book of tickets, the customer will place a one-ride ticket in the farebox as fare payment. Passengers shall remain seated and are encouraged to fasten their seat belt. For safety, drivers are not allowed to put the vehicle in motion until all passengers are seated. For the comfort of all passengers on board, smoking, eating and drinking are not allowed.

Drivers are not allowed to make changes in scheduled times or destinations without authorization from the DCTA. Passengers must schedule these trip changes with DCTA by calling 940 243-0077.

DCTA drivers provide minimal assistance to passengers; minimal assistance DOES NOT include:

- Assistance getting in and out of a wheelchair
- Administering medication or oxygen
- Assisting passengers in wheelchairs up or down stairs
- Assistance with excessive items (i.e. more than two grocery bags)
- Assisting passengers up and/or down ramps at residence or destination

If a passenger needs medical attention during an *Access* trip, appropriate medical professionals will be contacted for assistance. An *Access* passenger who requires medical care during transit due to a medically unstable condition may not be eligible for service during this period of medical instability. ***Access is not an emergency medical transportation service.***

VI. FARES

One-way fare for passengers and guests, excluding Personal Care Attendants, is \$3.00. For customer convenience, prepaid 10 ride tickets are sold for \$30.00 each. Call 940-243-0077 for more information or visit us online at www.dcta.net.

The fare must be paid at the beginning of each trip. Passengers shall pay the fare in an exact amount or with a DCTA ticket. The driver will not accept checks unless the check is for payment of a ticket book. Drivers do not make change.

VII. ACCOMPANYING PASSENGERS

Personal care attendants (PCA)

A personal care attendant who is required to ride with the passenger may ride free. The need for a PCA must be indicated on the certification application in order for the PCA to ride free. PCAs must be scheduled at the same time the client schedules their trip in order to reserve the necessary space on the vehicle. The origin and destination of the PCA must be the same as the customer.

Guests

A customer may invite one guest to travel with him or her, and other guests will be permitted on a space available basis. **Guests are charged the same applicable rate as the *Access* customer.** Customers must reserve a space for their guest, whether child or adult at time of scheduling.

Guests must be picked up and dropped off at the same address as the *Access* customer. Children age four and under ride free and must be accompanied by an adult.

Service Animals

Guide dogs and other service animals are permitted on all DCTA vehicles and are allowed to accompany passengers if this need is indicated in their file. When scheduling a trip, customers should inform *Access* scheduling if a service animal will be accompanying the customer on the trip.

Packages

Carry-on packages are limited to two (2) grocery bags or similar-sized packages onboard *Access* vehicles. Drivers can help a customer carry two packages on and off the vehicle from the same sidewalk or waiting area where the customer boards and gets off the vehicle. The driver cannot carry any packages to the door. Packages should weigh no more than 20 pounds each.

Mobility Devices

DCTA will transport any wheelchair on its vehicles regardless of size and weight as long as the lift and vehicle can physically accommodate them.

VIII. VISITORS

Out-of-town visitors who are ADA Paratransit eligible may use DCTA *Access* by presenting documentation showing ADA Paratransit eligibility. Visitors with a visible disability are not required to provide proof of their disability for ADA Paratransit eligibility. Visitors with disabilities, which are not visible, who do not present ADA Paratransit Eligibility documentation will be required to present documentation on their place of residence and of his/her disability. DCTA *Access* shall accept a certification by such visitors that they are unable to use fixed route transit. DCTA will provide *Access* service to visitors for any combination of 21 days within a 365 day period beginning with the visitor's first use of the service. Visitors must contact DCTA Monday through Friday, 8 a.m.-5 p.m., at 940-243-0077 no later than one week before service is required. Once this is done, advance reservations can be made up to 5 days in advance.

IX. NO-SHOWS AND CANCELLATIONS

Trips no longer required by a customer, whether single trips or subscription service, must be canceled by 5:00 p.m. the day before the scheduled trip. Trips canceled by 5:00 p.m. the day before the scheduled trip will be considered an **Advance Cancellation**. To cancel a trip, customers must call 940-243-0077.

Missed scheduled trips adversely affect service provision as well as other users of *Access*. To that end, DCTA has implemented a set of sanctions to be applied in the case of individuals who systematically miss scheduled trips.

Late Cancellations

A late cancellation occurs when a customer calls to cancel their trip within 2 hours of their scheduled trip time.

No-Shows

A no-show occurs when a customer fails to cancel their trip at least 2 hours before the scheduled pick-up time or board the *Access* vehicle within 5 minutes after it arrives within the ready-time window.

X. SUSPENSION OF SERVICE

Passengers must not engage in activities or conduct resulting in misuse of the system, or unnecessarily reserve and/or use space that could otherwise be utilized by people who need service. Examples of misuse include, but are not limited to:

- Failing to show up for scheduled rides (No-Shows)
- Excessive Same Day Cancellations
- Engaging in disruptive behavior
- Falsifying medical justification for eligibility

No-Shows and trip cancellations adversely affect service provision as well as other users of *Access*. Sanctions will be applied in the case of individuals who systematically miss scheduled trips.

Suspensions shall not be proposed or implemented for circumstances which are beyond the passenger's control. Examples of situations not within the passenger's control are:

- A sudden personal emergency
- Sudden or worsening illness
- A late vehicle arrival
- Medical conditions which may cause involuntary behavior (e.g. Tourette's Syndrome)

Service Suspension for No-Shows

Because no-shows have the potential to adversely affect other passengers, excessive no-shows may result in a suspension of service.

Passengers who have no-showed or late canceled 25 percent of their scheduled trips with a minimum of 11 trips for a calendar month will be subject to suspension. For passengers who schedule 10 or fewer trips in a calendar month, if you no-show or cancel 60 percent of your trips your service will be subject to suspension. Initially a warning letter will be issued to try to modify the behavior. If the problem continues, a progressive suspension length will be as follows:

- a. First Suspension will be for 5 days.
- b. Second Suspension will be for 10 days.
- c. Third Suspension will be for 15 days.

- d. Four and any subsequent Suspensions will be for 30 days.

All potential suspensions will be handled on a case by case basis. DCTA will contact the customer identifying the proposed suspension period and the reasons for the penalty. Customers who appeal a proposed suspension may continue to ride pending a decision on the appeal. If the appeal is denied, the suspension shall be imposed effective the date the appeal is denied, pending final notification to the customer.

What can the customer do to reduce their No-Shows?

Reducing no-shows in ADA paratransit requires actions by riders as well as transit agencies.

- Call to cancel, as soon as possible, if you won't be taking the trip.
- Be ready and watching for vehicles during the full on-time pickup window.
- Provide detailed pickup instructions (side or rear door, and so on) for large facilities, for any pickup locations that may be difficult for drivers to find, and for any locations where your needed pickup is not at the main entrance.
- If you are a subscription rider, call to inform the transit agency of any changes to your plans, such as a vacation or other absence. Telling a driver is not sufficient.

Service Suspension for Violent, Seriously Disruptive and/or Illegal Conduct

Service shall immediately be suspended for 15 days or until an appeal hearing is held, for passengers who engage in violent, seriously disruptive or illegal conduct. This includes, but is not limited to:

- Threats of physical harm to other passengers, drivers or other service personnel
- Physical assault or battery on driver or other passengers
- Verbal abuse, intimidation or altercation with driver or other passengers
- Unlawful harassment of driver or other passengers, including, but not limited to unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations
- Unauthorized use of or willful damage to vehicle equipment
- Smoking while aboard the vehicle
- Repeatedly violating riding rules, including smoking on the vehicle, standing while the vehicle is in motion, eating or drinking on the vehicle without valid medical reason, defacing equipment or refusing to comply with other service requirements specified in the policies included in this document
- Failing to maintain reasonably acceptable personal hygiene standards which could interfere with the safe operation of the vehicle by the driver or with the use of the service by other passengers
- Any other criminal conduct defined in and/or prohibited by the Texas Penal Code

Customers suspended from service for exhibiting violent, seriously disruptive and/or illegal behavior shall be contacted by DCTA Administration to investigate the alleged situation or incident. If DCTA Administration determines the customer's behavior to be disruptive or violent, the customer shall be sent a written notice by DCTA explaining the reasons for the suspension.

Note: Customers who engage in physical abuse or cause physical injury to another customer or driver may be subject to immediate and permanent suspension, and possible criminal prosecution.

The person shall have 10 calendar days from the date of notice of the proposed suspension to submit to DCTA a request for an appeal. He or she (or their representative) shall include a written explanation as to why the suspension should not be imposed. Customers appealing a suspension based on seriously disruptive or violent behavior may not continue to ride until the Access Appeal Committee issues a written decision on the case. Disruptive behavior which is determined to be due to a disability of the customer may not result in a suspension. However, DCTA may require the customer to travel with a Personal Care Attendant (PCA) if it is established that the customer's behavior poses a significant potential threat of harm to other passengers or to the driver. If such disruptive behavior continues and the required PCA is unable to prevent further instances of such behavior so that the customer continues to present a potential safety problem, service for the customer may be discontinued.

Service Suspension Appeal Process

A customer who disputes the basis for a suspension of service may request an appeal hearing by calling or writing DCTA at:

**DCTA
Access Appeal Panel
P. O. Box 96
Lewisville, TX 75057
972-221-4600
972-221-4601 (fax)**

1. Before sanctions may be imposed, the individual has the option to appeal the sanction(s). The Access Appeal Panel will have the final say on all appeals.
2. Once an individual requests an appeal, the AAP will hear all current violations. For example, suppose an individual appeals sanction for May 2nd and the appeal cannot be heard until May 17th and this individual incurs three additional no- shows during the interim, all violations will be heard during the same meeting.
3. Before service may be suspended, the individual will have the opportunity to be heard and to present information justifying the no-shows.
4. *Access* service will not be suspended while an appeal is being considered. (Except for cases when suspension is due to seriously disruptive or violent behavior. *See previous section*)
5. DCTA will notify the individual, in writing, of the AAP's ruling on all appeals. This notification will outline the ruling and supporting reasons. A decision will be provided to the appellant within 30 days from the appeal request date.

6. Once the individual has been informed of the ruling, sanctions will either be dismissed or imposed on the next day of service.
7. DCTA requires appeals regarding suspension of service due to excessive no-shows be made within 60 days of occurrence. Appeals regarding suspension of service due to violent, seriously disruptive and/or illegal conduct must be made within 10 days of occurrence.
8. The AAP's decisions are final.

XI. ADA COMPLAINTS

For any ADA questions, comments or complaints, please contact:

Customer Communications Specialist

Phone – 940.297.1103

Email – info@dcta.net

In Person / Via Mail – Address: 604 East Hickory Street, Denton, TX 76205

XII. REQUESTING REASONABLE MODIFICATIONS

If you need to request reasonable modifications or accommodations, please contact DCTA Customer Service at 940.243.0077 or send an email to info@dcta.net.

XIII. REQUESTING INFORMATION IN OTHER FORMATS

If you would like to request route information in large print or in another language please email info@dcta.net.

You can also write to us at the address below with your request.

Denton County Transportation Authority

Alternative Formats

P.O. Box 96 Lewisville, TX 75067

XIV. DEFINITIONS OF TERMS USED

ADA Paratransit Service – ADA paratransit service is provided as a complement to fixed route service to those individuals who are unable to ride fixed route services due to disability. ADA service is required within three-fourths (3/4) of a mile on each side of each local fixed route. ADA paratransit service is complementary in the sense that it is meant to be equivalent to local fixed route service and afford those with disabilities the same opportunity to use public transportation.

Advance Cancellation – trips cancelled by 5:00 p.m. the day before a scheduled trip.

Demand Response Service - Non-fixed-route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area.

Excessively Long Trips: Complementary paratransit trips are in comparison upon the length of time required to make a similar trip between the same two points (origin to destination) using the fixed route system, including time spent traveling to and from a boarding point and waiting for the fixed route vehicle to arrive.

Local Fixed Route Service - bus service provided on a fixed schedule along a pre-established route with frequent stops along the route that operates in both peak and off-peak hours. All DCTA fixed route vehicles are wheelchair accessible and have space designated for people with disabilities and the elderly. DCTA encourages all persons with disabilities to use its local fixed route service (known as *Connect*).

Missed Trips: caused by agencies and not by riders. Trips that are requested, confirmed and scheduled but do not take place due to:

- Vehicle arrives and leaves before the beginning of the pickup window without picking up the rider. Rider is not obligated to board from the start of the pickup window until 5 minutes has elapsed.
- The vehicle does not wait the required 5 minutes within the pickup window, there is no contact with the rider and the vehicle departs without the rider. If during the wait time the rider indicates he or she no longer wants to take the trip, this is typically recorded as “cancel at the door”.
- The vehicle arrives after the end of the pickup window and departs without picking up the rider.
- Vehicle does not arrive at pickup location.

Mobility Device – a mechanism such as a wheelchair, walker or scooter, designed to aid individuals with mobility impairments. They can be either manually operated, or powered.

No-Show – A no-show occurs when a customer fails to cancel their trip at least 2 hours before the scheduled pick-up time or board the *Access* vehicle within 5 minutes after it arrives within the ready-time window. In accordance with ADA regulations, customers who show a pattern and practice of missing scheduled trips may be suspended for a reasonable period of time.

On-Time Performance: considers all aspects such as the vehicle arriving within the pickup window. The pickup window is 15 minutes before and 15 minutes after the scheduled pickup time. It also considers delivering passengers to their destinations in a timely manner.

Paratransit – a comparable transportation service that is required by the ADA for individuals with disabilities who are unable to use fixed route transportation systems.

Personal Care Attendant – An individual who accompanies an *Access* passenger to assist the individual in utilizing *Access* service.

Ready-time Window – A 30-minute window, 15 minutes before and 15 minutes after the scheduled pick up time, in which a customer should be ready for pick-up.

Same-Day Cancellations – A same-day cancellation occurs when the customer cancels a scheduled trip after 5 p.m. the day before, but two hours before the scheduled pick-up time.

Service Animals - animals that are individually trained to perform tasks for people with disabilities- such as guiding people who are blind or who have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

Subscription Service – an ongoing standing order for a passenger traveling to the same place at the same time at least one time per week on a regular and consistent basis.

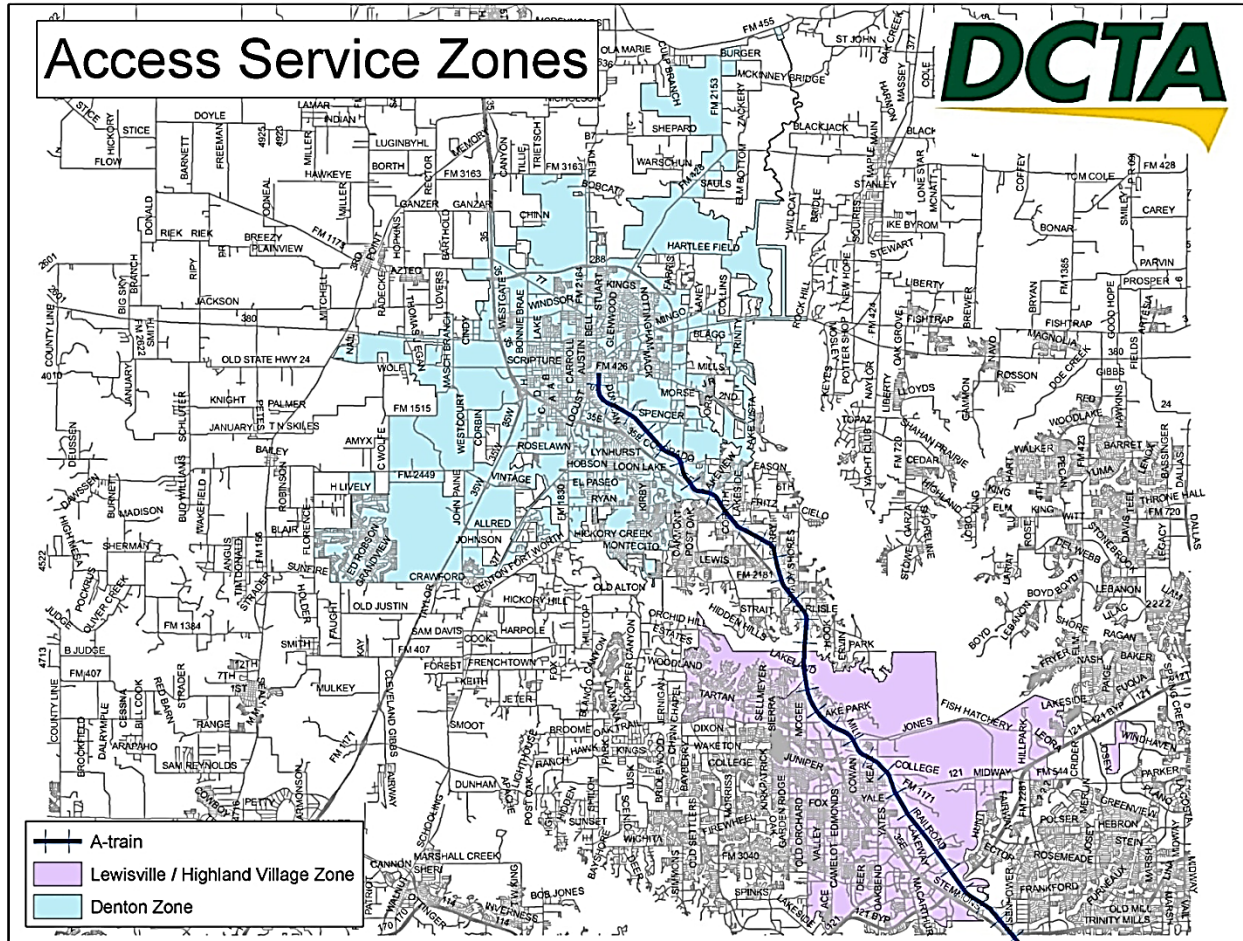
Trip Denials: result when DCTA does not accept trips requests nor meeting 100 percent of expected demand.

Examples of trip denials:

- Rider request next-day trip and the transit agency cannot provide that trip.
- Rider requests next-day trip and the transit agency can only offer a trip that is outside the 1-hour negotiating window and is between points within the *Access* service area that is comparable with the fixed route. This represents a denial regardless of whether the rider accepts such an offer.
- A rider requests a round-trip and the agency can only provide one leg of the trip. If the rider does not take the offered one-way trip, both portions of the trips are denials.

Wheelchair – mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.

FIGURE 1: Access Service Zones



Denton County Transportation Authority Access Appeal Panel

COMPOSITION

The Access Appeal Panel (AAP) will be composed of three members. Two members, as well as alternates, shall be appointed by the DCTA President and will include a DCTA staff member familiar with the provision of Access service, and a professional who works with the elderly and/or disabled community in Denton County and is not employed by DCTA or its contractors. The third member shall be the Board of Director's ADA Liaison or his/her designee.

Panel membership may not include those persons involved in making initial eligibility determinations in order to create an adequate "separation of function" as required by 49 CFR 37.125 (g)(2).

RESPONSIBILITIES

The panel's responsibilities are to decide on appeals arising from the following:

1. Access eligibility determinations
2. Suspension of service determinations

MEETINGS

Meeting times shall be arranged on an as needed basis by the DCTA staff member of the panel. The panel will only hear cases when all three members or designees/alternates are present.

AAP decisions are made based on a majority vote and are final. The appellant shall be notified in writing of the panel's decision including the reasons for it. A decision will be provided to the appellant within 30 days from the appeal request date.

Chapter 9 – ADA Paratransit Eligibility

9.1 Introduction

As described in Circular Chapter 8, public entities that operate non-commuter fixed route bus or rail services are required to provide complementary paratransit services. This chapter explains the U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations in 49 CFR Part 37 Subpart F related to eligibility for complementary paratransit, covering who is eligible and the requirements for eligibility determinations.

This Circular does not alter, amend, supersede, or otherwise affect the DOT ADA regulations themselves or replace the need for readers to reference the detailed information in the regulations. FTA recommendations and examples of optional practices are included throughout the Circular and do not represent requirements. FTA recognizes there are many different ways agencies can implement the regulatory requirements and ensure the delivery of compliant service. FTA encourages transit agencies to engage riders with disabilities when making decisions about local transit service.

9.2 Eligibility Standards

Requirement

“[Transit agencies] required by § 37.121 . . . to provide complementary paratransit service shall provide the service to the ADA paratransit eligible individuals described in [§ 37.123(e)]” (§ 37.123(a)).

Discussion

As a civil rights statute, the ADA emphasizes nondiscriminatory access to fixed route services. Complementary paratransit service is intended to serve as a “safety net” for individuals who, because of their disabilities, are unable to use fixed route services, as discussed in [Appendix D](#) to § 37.121. The criteria for ADA paratransit eligibility, spelled out in § 37.123 and discussed below, reflect the safety net role of complementary paratransit.

9.2.1 Eligible Individuals

Eligibility for complementary paratransit is directly related to the functional ability of individuals with disabilities to use fixed route transit services. Eligibility is not based on a diagnosis or type of disability. Individuals with the same diagnosis or disability can have very different functional abilities to use fixed route services. Similarly, eligibility is not based on the type of mobility aids that individuals use. Use of a wheelchair does not imply automatic eligibility, for example, since many individuals who use wheelchairs are able to use fixed route services for many or all of their trips. Nor is ADA paratransit eligibility based on age, income, or whether or not individuals can drive or have access to private automobile transportation.

The regulations define criteria for determining whether individuals with disabilities are ADA paratransit eligible based on their ability to use fixed route services. [Appendix D](#) to § 37.123 breaks eligibility types into three categories, which are described further below.

Eligibility Category 1 – Inability to Navigate System Independently

Requirement

“Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities [is eligible for ADA paratransit]” (§ 37.123(e)(1)).

Discussion

The first category of eligibility includes individuals who, because of their disabilities, cannot independently navigate and use accessible fixed route services. In determining eligibility under this category, basic required assistance from vehicle operators may be assumed (e.g., help with using vehicle lifts or ramps).

Examples of eligibility under this category include:

- Individuals with intellectual or cognitive disabilities who cannot navigate the system. These individuals may not be able to understand, remember, or independently undertake the actions necessary to plan and use fixed route transit services. They also may not be oriented to person, place, and time, which are necessary abilities for independent travel by fixed route transit.
- Individuals with intellectual or cognitive disabilities who may have the functional ability to use a single bus route, but who are unable to make complex trips that require transfers between routes.
- Individuals with vision disabilities who cannot navigate through complex transit stations.
- Individuals with intellectual, cognitive, or vision disabilities who have received travel training or orientation and mobility instruction to make specific trips, but who are unable to use fixed route service for trips they have not been successfully trained to take.
- Individuals with significant psychiatric disabilities who cannot complete the tasks necessary to ride fixed route service independently. For example, some individuals with severe anxiety disorders may experience overwhelming physical and psychiatric reactions that prevent them from concentrating on and completing the tasks needed to independently use fixed route transit.
- Individuals with physical disabilities who can ride while seated but not while standing on a moving vehicle and who cannot be guaranteed a seat on a vehicle at all times of the day.
- Individuals with psychiatric or seizure conditions whose medications affect balance, memory, or other functional abilities needed to independently use fixed route transit.
- Individuals with significant intellectual or psychiatric conditions that impair judgment and decisionmaking ability needed to travel safely and independently on fixed route services.

Regarding the last example above, the legislative history indicates that general public safety concerns such as using fixed route transit late at night or in certain high-crime areas are not a basis for conferring eligibility under this category. However, individuals whose judgment, awareness, and decisionmaking are significantly affected by a disability and who would be at unreasonable risk if they attempted to use the fixed route service independently are eligible. This might apply to an individual with an intellectual disability lacking the judgment and awareness to respond appropriately to strangers and thus could be at significant risk when using fixed route service independently.

To some degree, the size and complexity of the fixed route system and a transit agency’s operating policies may affect eligibility under this category. For example, individuals may be able to navigate a rural fixed route system with a limited number of routes or local community bus services, but they may not be able to independently navigate complex transit stations in larger cities. Similarly, individuals with balance issues may be assured of getting a seat when riding buses in rural areas, but cannot be guaranteed

a seat on crowded urban systems. However, if an agency were to adopt an operating policy ensuring all riders with disabilities a seat, such a policy might allow individuals with balance issues to use the agency's fixed route services.

Eligibility Category 2 – Lack of Accessible Vehicles, Stations, or Bus Stops

Requirement

“Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route [is eligible for ADA paratransit].

(i) An individual is eligible under this paragraph with respect to travel on an otherwise accessible route on which the boarding or disembarking location which the individual would use is one at which boarding or disembarking from the vehicle is precluded as provided in § 37.167(g) of [Part 37].

(ii) An individual using a common wheelchair is eligible under this paragraph if the individual's wheelchair cannot be accommodated on an existing vehicle (e.g., because the vehicle's lift does not meet the standards of Part 38 of this title), even if that vehicle is accessible to other individuals with disabilities and their mobility wheelchairs.¹

(iii) With respect to rail systems, an individual is eligible under this paragraph if the individual could use an accessible rail system, but—

(A) There is not yet one accessible car per train on the system; or

(B) Key stations have not yet been made accessible” (§ 37.123(e)(2)).

Discussion

Individuals are eligible for complementary paratransit service under Category 2 if accessible vehicles are not being used to provide service on the bus route they wish to use, if a boarding or disembarking location is inaccessible, or if key stations are not yet accessible. (See Circular Section 3.9.) The determination under Category 2 is specific to the routes, stops, or stations that individuals need to use. As fixed route systems become more accessible, eligibility under this category will continue to become less common.

Accessible Bus Service

A bus route is considered accessible under this category when *all* buses scheduled on the route are accessible. When only some of the runs on a route are accessible (e.g., every other run), the route itself is considered inaccessible, and individuals with disabilities who require accessible fixed route vehicles are eligible for complementary paratransit travel anywhere in that bus corridor.

Section 37.7 considers fixed route buses to be accessible if they meet or exceed the Part 38 vehicle specifications. (See Circular Section 4.2.) If buses do not have lifts, ramps, or securement systems that comply with the Part 38 standards, individuals who use wheelchairs who could otherwise travel on accessible vehicles are eligible for complementary paratransit service. This provision was more relevant immediately following the ADA's enactment in 1991, since many of the buses in use at the time were

¹ When amending the DOT ADA regulations in 2011, DOT removed the “common wheelchair” concept. (See Circular Section 2.4.1.)

inaccessible. Because virtually all buses used in fixed route service are now accessible, this is no longer a significant factor in ADA paratransit eligibility.

Bus Stop Accessibility

When drivers cannot deploy lifts or ramps at a particular bus stop, Category 2 applies to individuals whose trips involve using that stop. Category 2 also applies to a stop at which drivers can deploy lifts or ramps but individuals cannot use them because the stop itself is inaccessible. As discussed in [Appendix D](#) to § 37.123,

If the lift on a vehicle cannot be deployed at a particular stop, an individual is eligible for paratransit under this category with respect to the service to the inaccessible stop. If on otherwise accessible route 1, an individual wants to travel from Point A to Point E, and the lift cannot be deployed at E, the individual is eligible for paratransit for the trip. . . . This is true even though service from Point A to all other points on the line is fully accessible. In this circumstance, the entity should probably think seriously about working with the local government involved to have the stop moved or made accessible.

When we say that a lift cannot be deployed, we mean literally that the mechanism will not work at the location to permit a wheelchair user or other person with a disability to disembark or that the lift will be damaged if it is used there. It is not consistent with the rule for a transit provider to declare a stop off-limits to someone who uses the lift while allowing other passengers to use the stop. However, if temporary conditions not under the operator's control (e.g., construction, an accident, a landslide) make it so hazardous for anyone to disembark that the stop is temporarily out of service for all passengers . . . the operator [may] refuse to allow a passenger to disembark using the lift.

While nearly all fixed route buses are now accessible, most transit systems have some inaccessible bus stops, particularly in cases where someone else owns the stop (e.g., municipalities or other entities).

Accessible Rail Service

For light rail and rapid rail systems, individuals are eligible under this category if the rail line they need to use does not have at least one accessible car per train or if stations on that line are not accessible.²

Eligibility based on the inaccessibility of a rail system is unchanged even when fully accessible fixed route bus service is also available in the area. As discussed in [Appendix D](#) to § 37.123, this is required because:

[P]eople use rail systems for different kinds of trips than bus systems. It would often take much more in the way of time, trouble, and transfers for a person to go on the buses of one or more transit authorities than to have a direct trip provided by the rail operator. Since bus route systems are often designed to feed rail systems rather than duplicate them, it may often be true that “you can’t get there from here” relying entirely on bus routes or the paratransit service area that parallels them.

FTA notes that accessibility of rail systems depends not just on having at least one accessible car per train and on having accessible stations, but also depends on the platform-to-car interface. Depending on whether new or retrofitted vehicles are operating in new, existing, or key stations, the platform-to-rail-car gap can be as large as 2 inches vertically and as much as 4 inches horizontally; individuals for whom this represents a barrier to the use of the station would be eligible for complementary paratransit when traveling to and from locations within 3/4 mile of two different rail stations. (See Circular Section 0.)

² The deadline for compliance with the one-car-per train requirement expired on July 26, 1995; there should no longer be any circumstances under which a train with no accessible cars is encountered.

Eligibility Category 3 – Inability to Reach a Boarding Point or Final Destination

Requirement

“Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system [is eligible for ADA paratransit].

(i) Only a specific impairment-related condition which prevents the individual from traveling to a boarding location or from a disembarking location is a basis for eligibility under this paragraph. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this paragraph.

(ii) Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain, weather) do not, standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual’s specific impairment-related condition may form a basis for eligibility under this paragraph, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location” (§ 37.123(e)(3)).

Discussion

Under Category 3, individuals are ADA paratransit eligible only if their disability (“specific impairment-related condition”) prevents them from traveling to or from fixed route transit stops and stations. Individuals are not ADA paratransit eligible if getting to or from fixed route stops and stations is only more difficult or inconvenient. [Appendix D](#) to § 37.123 offers the following guidance on how to determine if travel to and from stops and stations is “prevented” or simply “difficult”:

Inevitably, some judgment is required to distinguish between situations in which travel is prevented and situations in which it is merely made more difficult. In the Department’s view, a case of “prevented travel” can be made not only where travel is literally impossible (e.g., someone cannot find the bus stop, someone cannot push a wheelchair through the foot of snow or up a steep hill) but also where the difficulties are so substantial that a reasonable person with the impairment-related condition in question would be deterred from making the trip.

Figure 9-1 illustrates this concept of a “reasonable person test.” At the left end of the spectrum, traveling to or from stops and stations rather than receiving origin-to-destination service may be more difficult or inconvenient and eligibility is not conferred. At the right end of the spectrum, it may be impossible for individuals with disabilities to get to or from stops and stations. At some point along this spectrum, getting to or from stops and stations becomes an unreasonable effort or risk for individuals with disabilities. It is at this point that ADA paratransit eligibility is granted.

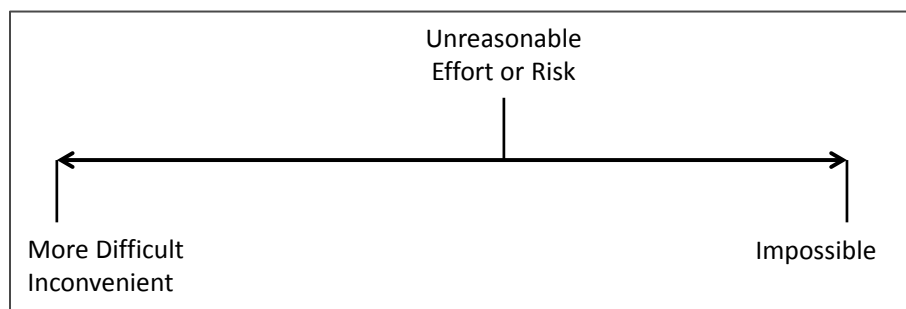


Figure 9-1 – Reasonable Person Test

Here are some examples of unreasonable travel expectations:

- Individuals with an ambulatory disability who use crutches can get to a bus stop four blocks away but doing so requires considerable exertion and leaves them exhausted
- Individuals with a vision disability may be able to cross a busy street where there is constant traffic turning right on the red signal, but in doing so they may be taking an unreasonable risk because they are not able to get an audible cue from the flow of traffic that allows them to know when it is safe to cross
- Individuals with cardiac conditions can walk five blocks to stops and stations, but doing so in very hot weather may put them at unreasonable risk

Under Category 3, the point at which the use of fixed route service becomes unreasonable to attempt varies for different individuals, depending on their particular disabilities or health conditions and their functional abilities. Reviewers determining eligibility need to identify the conditions under which it is reasonable to ask individuals to use fixed route services and when to provide complementary paratransit. Reviewers become the “reasonable people” making such judgments.

Consideration of Architectural Barriers and Environmental Conditions

Eligibility under this category considers the effects of architectural and environmental barriers on travel by individuals with disabilities. Even though such factors may not be under a transit agency’s control, the presence of these barriers, in combination with a person’s disability, can prevent use of fixed route services.

Examples of architectural and environmental barriers that, in combination with disabilities, might confer ADA paratransit eligibility include:

- A lack of curb ramps or alternative accessible pathways that would prevent individuals who use mobility devices from getting to or from stops and stations without traveling in the street (while others use the sidewalks)
- A lack of sidewalks along busy roadways, where reasonable people do not walk in the street, that would require individuals with disabilities to travel in the street to get to or from stops and stations
- Other barriers in pedestrian pathways to or from stops and stations. For individuals with physical disabilities, this may be sidewalks in poor condition or uneven or unstable surfaces. For individuals with vision disabilities, this may be pathways without detectable edges (e.g., open parking lots) that are not a safe distance from quickly moving traffic or have hazards that are not detectable (e.g., overhanging structures or guy wires)
- Long distances to or from stops and stations that individuals with disabilities cannot travel without an unreasonable level of effort (i.e., distances that would cause exhaustion or significant pain)
- Steep hills that prevent individuals with ambulatory disabilities or those who use manual wheelchairs from getting to or from stops and stations
- Snowy or icy conditions that may prevent individuals with disabilities from getting to or from stops and stations
- Extremes in temperature that may prevent individuals with certain disabilities or health conditions from traveling to or from stops and stations
- Complex intersections, busy streets, or wide streets that certain individuals with disabilities may not be able to cross

Wayfinding Considerations

Individuals with certain types of disabilities may also be prevented from getting to or from stops and stations for other reasons, including:

- Individuals with intellectual, cognitive, or vision disabilities who are able to find their way along specific pedestrian routes, but who may not be able to find their way to or from stops and stations along unfamiliar routes
- Individuals with psychiatric disabilities who may be able to travel in certain settings (e.g., local routes within their neighborhood), but who may not be able to travel in unfamiliar areas or settings

Note that these individuals may also have issues navigating the transit system and may also have eligibility based on Category 1 considerations.

9.2.2 Eligibility Considerations – In General

Important considerations when making ADA paratransit eligibility determinations follow.

Ability to Use Fixed Route Independently

Beyond the required assistance of vehicle operators (see Circular Section 2.5), eligibility is based on the independent ability of individuals to use the fixed route system. Eligibility is not based on the availability of other individuals, including personal care attendants, family, or friends who may be traveling with the passenger with a disability. (See below for a discussion of eligibility for young children.)

Current Functional Ability

Eligibility is based on current functional ability. While some individuals may learn to use fixed route services independently after participating in travel training, actual functional ability at the time of application is the basis for determining eligibility. FTA encourages transit agencies to offer travel training, but agencies cannot require individuals to participate. If an applicant indicates interest in travel training, an optional good practice is to confer temporary eligibility and then determine the applicant's longer-term eligibility if he or she successfully completes training. Agencies cannot limit or deny eligibility based on a presumption of functional ability with training or on an applicant's stated interest in participating in travel training.

Most Limiting Conditions

An applicant's eligibility must also be based on his or her most limiting condition, whether related to the environment or the variable nature of a disability. Determinations of ADA paratransit eligibility consider each applicant's ability to travel to any origins and destinations in the complementary paratransit service area under all conditions. A transit agency may not base initial determinations of ADA paratransit eligibility upon an applicant's ability to use fixed route service some of the time or under typical conditions. For example, if an individual could reasonably be expected to walk up to three blocks to get to and from bus stops, it would be inappropriate to deny eligibility because a bus stop was located only two blocks from her home. This decision incorrectly assumes the individual will only be traveling to and from his or her home and does not consider travel distances to all of the destinations he or she might visit at the other end of the trip.

Similarly, it would not be appropriate to deny eligibility to individuals because there was an accessible path of travel to the bus stop nearest their home. Again, such a denial does not account for architectural barriers elsewhere in the service area that would prevent travel to potential destinations.

The “most limiting condition” concept also applies to disabilities that may cause changes in functional ability from day to day. Determinations must consider the inherent variability of some disabilities. Basing a determination on an applicant’s “good day” would not be appropriate.

Considering the Appropriate Mobility Device(s)

For all categories of eligibility, determinations are based on how individuals present themselves at the time of application. For example, some individuals may have both a manual wheelchair and a power wheelchair. They may choose to travel in the community with their manual wheelchair rather than their power wheelchair for a variety of reasons, such as destinations to which they are traveling (or the activities at those destinations) that may be more compatible with use of a manual wheelchair. In these cases, determinations of functional ability and eligibility are based on the mobility aid that individuals say they will use when they travel.

If an applicant states that he or she uses both types of mobility aids when traveling, eligibility determinations are based on the mobility device the applicant would use for particular trips. Alternatively, the transit agency could decide to simply grant the greater degree of eligibility regardless of which mobility device the applicant uses. It is not appropriate to require individuals to use specific mobility devices or to base eligibility decisions on devices that provide the greatest ability to use fixed route service if those mobility devices are not the devices applicants use when traveling.

Mobility Devices that Exceed Maximum Size or Weight

Since ADA paratransit eligibility is based on an individual’s functional ability, denying eligibility solely because the applicant’s mobility device exceeds maximum vehicle size or weight capacities is not permitted. This means in some cases a transit agency will grant ADA paratransit eligibility to applicants but will not be able to transport them. In these situations, it is important for the agency to communicate the vehicle fleet capacity limitations to the affected eligible person, and for the person to understand that he or she may be able to start riding the service with a different (e.g., smaller/lighter mobility device) or other changed circumstances.

Eligibility for Young Children

As discussed in Circular Section 2.2.1, [§ 37.5\(a\)](#) prohibits discrimination against an individual with a disability in connection with the provision of transportation service. Thus, policies limiting the availability of transit to children under a certain age or requiring children under a certain age to be accompanied by an adult cannot be created solely for complementary paratransit. Any policy would also need to apply to the fixed route service to avoid a discriminatory practice.

Transit agencies that have systemwide policies requiring all children under a certain age to travel with an adult (for fixed route transit as well as complementary paratransit) may apply these policies to eligibility determinations for children. For example, if an agency’s systemwide policy requires an adult to accompany all children under the age of 6, then eligibility determinations for children under 6 years old assume an accompanying adult. The abilities of the team (e.g., the child with a parent/guardian) are considered, rather than the independent ability of the child, since all children are required to travel with accompanying adults. In this example, a child’s age (not disability) would govern his or her inability to use the fixed route system independently. Agencies with such policies would then base eligibility determinations for children 6 and older on independent functional ability.

Some transit agencies have age-related fare policies such as “children under the age of 6 ride free when accompanied by a fare-paying adult.” While such policies provide free rides to children under 6, they do not by themselves represent a requirement for adults to accompany younger children.

Residence and Eligibility Determinations

As discussed in [Appendix D](#) to § 37.123, “All fixed route operators providing complementary paratransit must make service available at least to individuals meeting these standards.” Limiting reviews of applications and determinations of eligibility to individuals residing within a transit agency’s service area is not appropriate.³ If an otherwise eligible applicant is able to travel to a point within an agency’s complementary paratransit service area and wishes to use complementary paratransit within the service area, the Part 37 [Subpart F](#) requirements obligate the agency to grant the applicant eligibility and accommodate the trip request.

Half-Fare and Eligibility Determinations

An applicant’s eligibility for a transit agency’s half-fare program on fixed route is not a basis for determining ADA paratransit eligibility. While there is a requirement for recipients of § 5307 funding to provide reduced fares for seniors and persons with disabilities riding fixed route during off-peak hours, it is not an ADA requirement; rather, it is a general requirement under 49 U.S.C. Chapter 53. The eligibility standards for reduced fare as outlined in [49 CFR Part 609](#) are very different from the ADA paratransit eligibility standards.

9.3 Types of Eligibility

Transit agencies generally grant unconditional or conditional eligibility and may apply temporary eligibility (see Circular Section 9.3.3) to either type.

9.3.1 Unconditional Eligibility

Sometimes called “unrestricted eligibility” or “all-trip eligibility,” unconditional eligibility means that an individual is unable to use fixed route transit services under any circumstances and is thus eligible to make all trips using complementary paratransit. Examples of applicants granted unconditional eligibility include:

- Individuals who cannot travel independently due to severe or profound intellectual disabilities or advanced dementia
- Individuals with physical disabilities who have limited functional ability (e.g., riders who use a manual wheelchair and who cannot sufficiently propel themselves)
- Individuals who have lost vision late in life and have not learned to travel independently in the community

9.3.2 Conditional Eligibility

Requirement

“If an individual meets the eligibility criteria of this section with respect to some trips but not others, the individual shall be ADA paratransit eligible only for those trips for which he or she meets the criteria” ([§ 37.123\(b\)](#)).

³ In regions served by two or more transit agencies that coordinate service, it is appropriate to direct individuals to apply for eligibility with the agency providing complementary paratransit service to their residence.

Discussion

ADA paratransit eligibility does not have to be an all or nothing decision. As Appendix D to § 37.123 explains, “A person may be ADA paratransit eligible for some trips but not others. Eligibility does not inhere in the individual or his or her disability, as such, but in meeting the functional criteria of inability to use the fixed route system established by the ADA. This inability is likely to change with differing circumstances.”

Sometimes called “restricted eligibility” or “some-trip eligibility,” conditional eligibility applies to individuals who are able to independently use fixed route transit services under some circumstances.

Factors for determining conditional eligibility typically include:

- The maximum distance that individuals are able to walk to get to or from stops and stations
- Environmental conditions that prevent use of fixed route service (e.g., heat, cold, snow, ice, or air quality)
- Architectural and path-of-travel barriers that prevent use of fixed route service (e.g., lack of sidewalks, lack of curb ramps, uneven or unstable surfaces, or steep hills)
- Types of intersections or streets (e.g., complex intersections, busy streets, or wide streets) that individuals cannot cross safely
- Complexity of fixed route trips (e.g., transfers are required)
- Unfamiliar locations (e.g., destinations to which individuals have not been successfully trained to travel via fixed route)
- Severe fatigue after receiving treatment, including the potential for experiencing severe fatigue at other times
- Other variable effects of individuals’ disabilities, such as increased symptoms of multiple sclerosis on certain days
- Time of day (for individuals affected by low or bright light or for those who require a seat on the bus in order to travel and a seat cannot be guaranteed during certain times, such as peak hours)
- Inaccessible fixed route vehicles or facilities (i.e., routes, lines, stations, or stops are not accessible)

For transit agencies using conditional eligibility or considering doing so, the following are examples of individuals who might be candidates for this type of eligibility:

- Individuals with intellectual disabilities who have learned how to make certain trips on fixed routes but cannot make all trips independently – They would not be eligible for the trips they have learned to take by fixed route, but would be eligible for all other trips.
- Individuals with physical disabilities who can reach a bus stop or rail station within four blocks when the route is accessible – An appropriate condition on eligibility in this instance is “when the distance to or from stops and stations is more than four blocks or when the route to stops and stations is inaccessible.”
- Individuals with health conditions who can get to and from stops and stations when the temperature is not too hot (e.g., less than 80°F) or the distance is not too far (e.g., closer than four blocks) – They would be ADA paratransit eligible when the temperature exceeds 80°F or the stop or station is more than four blocks away.⁴

⁴ 80°F is used as an example. Because climatic conditions (e.g., temperature and humidity) may vary by region, establishing thresholds for specific regions and individual applicants is appropriate.

Use of conditional eligibility is optional. If a transit agency's process does not include conditional eligibility, unconditional eligibility is granted to applicants who are only able to use fixed route under some conditions and who would otherwise be conditionally eligible. The individuals are not denied eligibility because they can use fixed route service some of the time.

Properly applying conditional eligibility (either on a full-term or temporary basis) means identifying the specific conditions under which each applicant is ADA paratransit eligible and communicating these conditions to the applicant.

As noted above, transit agencies may grant temporary eligibility to individuals whose health condition or disability is expected to change in the short term or whose mobility device will soon change. Temporary eligibility can be either unconditional or conditional, depending on the individual's functional ability.

Considerations in Applying Conditional Eligibility

Correctly applying conditional eligibility includes ensuring the stated conditions placed on the rider's eligibility are specific, measurable, and thorough. For example, conditions on eligibility such as "when the distance to or from bus stops is too far" or "when you are unable to safely cross the street" are too vague. Appropriate examples of thorough conditions of eligibility include "when the distance to or from fixed route stops and stations is more than three blocks" or "when you must cross streets wider than two lanes or intersections without traffic lights and pedestrian controls."

Conditions of eligibility reflect functional abilities, not trip purposes. For example, giving eligibility to riders who experience extreme fatigue due to end stage renal failure and associated treatments "for dialysis trips only" is not appropriate. Instead, an appropriate condition of eligibility is expressed as "when severe fatigue from your medical condition or treatment prevents you from using the fixed route service."

When granting conditional eligibility, it is also important to identify barriers that can affect travel. Not doing so would inappropriately limit an individual's eligibility. For example, individuals who use manual wheelchairs would likely be affected by distances to or from stops and stations, lack of sidewalks or curb ramps, steep hills, snowy or icy conditions, inaccessible bus routes and rail lines, and inaccessible stops and stations. If transit agencies attempted to simplify the process by only granting eligibility "when the distance to or from fixed route stops or stations is more than four blocks" and "when the presence of snow or ice prevents travel to or from bus stops or rail stations," this would be an inappropriate limitation of eligibility. It would imply that during non-winter months, as long as the distance to or from stops was no more than four blocks, individuals would never be prevented from using fixed route services. But this would be incorrect because path-of-travel barriers, steep hills, and bus stop and other system barriers could still prevent travel for some trips.

Individuals encountering architectural or environmental barriers that prevent them from reaching a bus stop often can use another path. For example, an individual using a wheelchair can often circumvent a lack of curb ramps by taking another, less direct route than an ambulatory person might take. This may involve more time, trouble, and effort, but the person can still reach the bus stop. If a reasonable alternative path were available, then that individual would not be eligible to use complementary paratransit for that trip.

9.3.3 Temporary Eligibility

Requirement

“Individuals may be ADA paratransit eligible on the basis of a permanent or temporary disability” (§ 37.123(c)).

Discussion

Individuals who experience a temporary loss of functional ability that prevents them from using fixed route service may apply for temporary ADA paratransit eligibility. For example, an individual may need to undergo two months of treatment for a health condition, resulting in severe fatigue that prevents him or her from using fixed route service. This individual would be ADA paratransit eligible for the duration of the treatment period.

Temporary eligibility may also be appropriate if changes in functional ability are probable in the short term. For example, an individual who has had a stroke may be using a manual wheelchair immediately after the stroke and may not be able to independently self-propel the wheelchair to get to or from bus stops. If the individual were undergoing a year of prescribed therapy, one year of eligibility for all trips would be appropriate, with a review at the end of the year to determine if therapy or a change in mobility devices has changed the individual’s functional ability to use fixed route service.

9.4 Eligibility Determination Process

Requirement

“Each public entity required to provide complementary paratransit service by § 37.121 of [Part 37] shall establish a process for determining ADA paratransit eligibility” (§ 37.125).

Discussion

While the DOT ADA regulations are specific in terms of who is ADA paratransit eligible, the regulations do not prescribe the determination process. Transit agencies, with input from the communities they serve, are to devise the specifics of their individual eligibility processes, while following the broad requirements in § 37.125 pertaining, for example, to timelines for decisions and appeal practices.

The following discussion covers the broad process requirements and considerations and provides examples of processes transit agencies have established.

9.4.1 Strictly Limiting Eligibility

Requirement

“The process shall strictly limit ADA paratransit eligibility to individuals specified in § 37.123 of [Part 37]” (§ 37.125(a)).

Discussion

Transit agencies must strictly limit ADA paratransit eligibility to individuals who meet the regulatory criteria for eligibility. (See Circular Section 9.2.1.) This limitation supports the requirement in Title II of the ADA for agencies to provide services in the most appropriate integrated setting and is consistent with the concept that complementary paratransit is a “safety net” for those individuals unable to use fixed route

service. The requirement to strictly limit ADA paratransit eligibility, however, does not preclude agencies from providing paratransit service to other individuals. As explained in [Appendix D](#) to § 37.123:

This section sets forth the minimum requirements for eligibility for complementary paratransit service. All fixed route operators providing complementary paratransit must make service available at least to individuals meeting these standards. The ADA does not prohibit providing paratransit service to anyone. Entities may provide service to additional persons as well.

9.4.2 Types of Eligibility Determination Processes

Designing eligibility processes that reflect local needs and circumstances is appropriate as long as these processes comply with the § 37.125 requirements. It is up to transit agencies and the communities they serve to design eligibility determination processes that meet the regulatory requirements.

Transit agencies that originally designed their eligibility determination processes as part of their complementary paratransit plans did so with the input of individuals with disabilities. Subsequently, if agencies implement new processes, or make significant changes to the existing process, FTA expects them to also incorporate a level of public participation that meets the [§ 37.137\(c\)](#) requirements.

9.4.3 Approaches for Determining Eligibility

Transit agencies generally use any or a combination of the following three basic sources of information to determine eligibility:

- Information provided by applicants in the form of paper applications, responses to interview questions, or both.
- Information provided by qualified professionals familiar with the applicants. Transit agencies can provide applicants with forms for collecting the information or can accept information that the individuals may already have received from professionals. Alternatively, agencies can obtain the information by directly contacting professionals whom the applicants identify.
- Assessments of functional abilities. Transit agencies may ask applicants to participate in assessments designed to determine their functional abilities specific to the use of fixed route transit services.

This Circular does not comprehensively address the specifics of these determination approaches since they are not outlined in the regulations; general guidance is below. For technical assistance on the various types of eligibility determination processes, see Easter Seals Project ACTION, [“Determining ADA Paratransit Eligibility: An Approach, Guidance and Training Materials.”](#)⁵

Supplementing Paper Applications

FTA notes that many transit agencies find that appropriate determinations of ADA paratransit eligibility, including the application of conditional trip-by-trip eligibility, often require more than a paper application. In-person interviews and functional assessments may be necessary to determine whether a particular individual can perform the functional tasks needed to use fixed route service independently. Interviews, whether in person or by phone, allow those making eligibility determinations to solicit additional information from applicants as needed. Properly designed and administered assessments can provide independent and objective measures of specific functions related to fixed route transit use. These can be important in determining the abilities of applicants who have never used fixed route transit and who may not be sure of their abilities to use these services.

⁵ This document, published in 2014, also includes a section on administering the Functional Assessment of Cognitive Transit Skills (FACTS).

Information Provided by Professionals

Appropriate determinations of ADA paratransit eligibility are based on an applicant's functional abilities, not medical diagnoses of health conditions or disabilities. [Appendix D](#) to § 37.125 explains:

The substantive eligibility process is not aimed at making a medical or diagnostic determination. While evaluation by a physician (or professionals in rehabilitation or other relevant fields) may be used as part of the process, a diagnosis of a disability is not dispositive. What is needed is a determination of whether, as a practical matter, the individual can use fixed route transit in his or her own circumstances. That is a transportation decision primarily, not a medical decision.

At the same time, eligibility is based on functional limitations due to disability. Individuals must have a disability to qualify for ADA paratransit eligibility. Obtaining information about disability is therefore appropriate, particularly if a disability is not apparent, such as a psychiatric disability or a seizure condition. Information about the disability can also help transit agencies better understand and confirm the likely associated functional issues.

For transit agencies that solicit professional verification of disability and supporting information regarding pertinent functional abilities, an optional good practice is to accept professional verification from a wide array of professionals, rather than limiting the types of practitioners from whom verification is acceptable (e.g., only licensed physicians). Orientation and mobility specialists, therapists, clinical social workers, job coaches, and registered nurses, among others, may be able to verify the existence of a disability and may provide the best information about an applicant's functional abilities relevant to fixed route transit use.

List of Functional Tasks and Skills

Regardless of the specific determination approach a transit agency adopts, an optional good practice is for the agency to work with individuals with disabilities and disability service organizations to develop a master list of functional transit tasks and skills. Such lists identify the various functional tasks involved in using the local area fixed route transit service and the various functional abilities needed to do so (e.g., physical abilities, cognitive abilities, and sensory abilities). Such lists benefit those involved in making eligibility determinations to ensure that they consider all appropriate issues during the determination process. Attachment 9-1 provides a sample task and skills list. An optional good practice is to refine and customize the sample list with input from individuals with disabilities to reflect local fixed route services and policies.

Emphasizing Ability to Use Fixed Route Transit

Another optional good practice is to develop an eligibility determination process that stresses ability rather than disability. Transit agencies may elect to design holistic processes that assist applicants in identifying their abilities to use fixed route service and all available travel options, rather than processes that focus on applicants' limitations. To this end, some agencies refer to the process as a "transportation assessment" rather than an "ADA paratransit assessment" and incorporate other services into their process. For example, some agencies have co-located travel training and eligibility determination functions, which permits them to provide travel training to applicants who indicate an interest. Other agencies provide applicants with information about accessible fixed route service or other transportation programs as appropriate.

9.4.4 Avoiding Unreasonable Burdens and User Fees

Given the nature of ADA paratransit eligibility, an inherent degree of rigor and complexity in the process is often unavoidable. However, as discussed in [Appendix D](#) to § 37.125, "The process may not impose

unreasonable administrative burdens on applicants, and, since it is part of the entity’s nondiscrimination obligations, may not involve ‘user fees’ or application fees to the applicant.”

Examples of process requirements FTA considers burdensome include:

- Requiring applicants to appear in person for interviews on one day and then participate in functional assessments on a different day
- Requiring applicants to appear in person for interviews or functional assessments and then make a second trip to another location to have a photo taken for an ID card
- Requesting extraneous or irrelevant information that has no bearing on ADA paratransit eligibility
- Using complex application forms that require applicants to apply for multiple transportation programs or services (e.g., state transportation programs in addition to complementary paratransit)
- Requiring medical documentation unrelated to functional ability to use the fixed route transit service

Effective practices for minimizing administrative burdens include:

- Performing in-person interviews and any needed functional assessments at the same location on the same day
- Taking photos for ID cards during interviews and assessments and then creating and sending IDs to those determined eligible

Appendix D to § 37.125 also explains that the determination process may not involve “user fees” or “application fees.” This position is based on § 37.5(d), which prohibits agencies from imposing “special charges, not authorized by [Part 37], on individuals with disabilities, including individuals who use wheelchairs, for providing services required by [Part 37] or otherwise necessary to accommodate them.”

The prohibition against fees applies to transportation costs. For transit agencies that require applicants to travel to an interview or assessment center as part of their process, this means offering transportation to and from the center at no charge. If agencies use the complementary paratransit service for this transportation, fares must be waived for applicants.

9.5 Eligibility Decisions

Once a transit agency has received a complete application from an individual, the DOT ADA regulations specify timelines for making a determination of eligibility and for notifying the applicant regarding the determination, as discussed in this section.

9.5.1 Making Timely Determinations

Requirement

“If, by a date 21 days following the submission of a complete application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application” (§ 37.125(c)).

Discussion

The requirement for timely determination is explained in Appendix D to § 37.125:

When the application process is complete—all necessary actions by the applicant taken—the entity should process the application in 21 days. If it is unable to do so, it must begin to provide

service to the applicant on the 22nd day, as if the application had been granted. Service may be terminated only if and when the entity denies the application.

FTA encourages transit agencies to make decisions within 21 days. If decisions take longer, however, agencies must have a process to automatically grant provisional eligibility and provide service beginning on the 22nd day. FTA expects agencies to include information about this right to provisional service in public information describing the ADA paratransit eligibility process, in cover letters accompanying application forms, and/or letters acknowledging the receipt of applications.

As is the case throughout the regulations, “days” means calendar days (unless indicated otherwise). The 21-day timeframe begins at “submission of a completed application.” For transit agencies that require in-person interviews and functional assessments, applications are considered complete at the conclusion of interviews and assessments, not when applications are received. As discussed in [Appendix D](#) to § 37.125, the application process is complete when the applicant has taken all necessary actions.

When scheduling interviews and assessment appointments, transit agencies are not responsible for delays created by applicants. For example, suppose an agency offers an appointment within seven days, but the applicant indicates he or she will be away and requests an appointment in 17 days. Although the interview is delayed in this case, the agency has met its obligation to offer an appointment within a reasonable period.

In designing eligibility determination processes, it is important to consider the total time necessary for applicants to complete the process, including time to schedule any required in-person interviews or assessments. FTA expects transit agencies that require applicants to first submit paper applications and then appear for in-person interviews or functional assessments to offer these appointments promptly (e.g., within 7–10 days) once applications have been received. FTA considers long wait times for interview appointments to be an unreasonable administrative burden.

Treatment of Incomplete Applications

Some applicants may start but not complete the process of applying for ADA paratransit eligibility. They may submit application forms but leave out required information or they may submit an application form but fail to schedule or appear for a required interview or functional assessment. In such cases, FTA recommends returning the applications and explaining to applicants that the process cannot continue until they supply the missing information. When determining whether application forms are complete, it is important to distinguish between information needed to make an eligibility determination and other requested information such as emergency contact information. Secondary information, not pertinent to the determination, can be obtained at a later time in order to continue the processing of the application.

If applicants submit a completed application but fail to schedule or appear for in-person interviews or assessments, FTA recommends retaining the submitted information for a reasonable period and informing applicants of the time within which they need to complete the process. If applicants do not complete the process within that time, agencies can require them to reapply.

9.5.2 Written Notice of Eligibility Decisions

Requirement

“The entity’s determination concerning eligibility shall be in writing. If the determination is that the individual is ineligible, the determination shall state the reasons for the finding” (§ 37.125(d)).

“The public entity shall provide documentation to each eligible individual stating that he or she is ‘ADA Paratransit Eligible.’ The documentation shall include the name of the eligible individual, the name of the transit provider, the telephone number of the entity’s paratransit coordinator, an expiration date for

eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant” (§ 37.125(e)).

Discussion

This requirement obligates transit agencies to transmit eligibility determinations to applicants in writing, and in accessible formats as applicable per § 37.125(b). (See Circular Section 9.10.1.)

Documentation Provided to Applicants Found Eligible

For applicants found eligible, § 37.125(e) requires the documentation provided by the transit agency to specifically state that the individuals are “ADA paratransit eligible” and also include:

- The name of the eligible individual
- The name of the transit agency issuing the documentation
- The telephone number of the transit agency’s paratransit coordinator
- An expiration date of the eligibility (if applicable)
- Any limitations or conditions placed on the individual’s eligibility
- Whether the applicant travels with a personal care attendant

FTA notes that while § 37.125 specifically calls for the telephone number of the transit agency’s paratransit coordinator, agencies may provide any appropriate telephone number. (See Circular Section 9.9.)

Identification Cards

Although not required, many transit agencies issue identification cards to eligible riders. While agencies have the option to choose which information to include on these cards, § 37.125(e) obligates agencies to also issue letters of determination containing all of the required information if the cards contain some but not all of the required information.

Determination Letters Provided to Applicants Found Ineligible

When informing applicants that they are ineligible, § 37.125(d) obligates transit agencies to explain the reasons for the determination. FTA considers determinations of less than unconditional eligibility (i.e., conditional and temporary eligibility) to be degrees of ineligibility and therefore this requirement applies to any decision other than unconditional eligibility.

As explained in [Appendix D](#) to § 37.125, in the determination letter “the reasons must specifically relate the evidence in the matter to the eligibility criteria of this rule and of the entity’s process. A mere recital that the applicant can use fixed route transit is not sufficient.”

For example, an applicant may claim that arthritis affecting the knees prevents him or her from walking to and from bus stops, but information gathered from professionals or through functional assessments did not substantiate this claim. Section 37.125(d) requires the determination letter to provide specific reasons for the denial. For example, “You indicated that you could not use fixed route services because arthritis in your knees prevented you from walking to and from bus stops. However, information from the professional you identified for verification of your disability indicated that you had mild osteoarthritis that did not limit your ability to walk to or from bus stops. The physical therapist who conducted the assessment of your walking ability also reported that you walked the 1/2-mile route at the assessment center without any apparent discomfort or change in gait.” In contrast, it would not be appropriate, for example, to offer the following explanation for a denial: “The information we obtained indicated that you were not prevented from using fixed route transit service.”

FTA recommends that those preparing determination letters put themselves in the applicant's position and ask, "Am I providing enough details to allow an applicant to adequately prepare for an appeal should they choose to do so?" If determination letters do not identify which pieces of information were critical in making the decision, then applicants do not know how to challenge that decision.

When denying or granting less than unconditional eligibility (i.e., conditional or temporary eligibility), FTA requires the written determination to also explain an applicant's right to appeal the decision and how to request an appeal. (See Circular Section 9.7.)

Attachment 9-2 provides sample determination letters that illustrate what information to include when making different types of determinations. This attachment includes sample letters for determinations of unconditional eligibility, conditional eligibility, temporary eligibility, and full eligibility denials.

9.6 Recertification

Requirement

"The entity may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals" (§ 37.125(f)).

Discussion

Section 37.125(f) allows agencies to recertify the eligibility of ADA paratransit riders at reasonable intervals, recognizing that many factors might change over time that could affect the ability of individuals with disabilities to use fixed route transit service. These could include changes in the physical environment, changes in the accessibility of the fixed route system, or changes in riders' functional abilities.

Appendix D to § 37.123 provides guidance on establishing reasonable intervals for recertification, noting that requiring recertification too frequently (e.g., more than once per year) would probably be overly burdensome to riders. Too frequent recertification may also prove costly to transit agencies. On the other hand, granting eligibility for very long periods might not be adequate to capture changes in riders' abilities and conditions. Many agencies require recertification every 3 to 5 years as a balance between the need to determine current abilities and conditions and the cost of managing the recertification process.

Regardless of the recertification policies adopted, eligible individuals have the right to reapply at any time. Appendix D to § 37.123 explains that "a user of the service can apply to modify conditions on his or her eligibility at any time." For example, individuals initially granted conditional eligibility might feel that their functional abilities have changed and the conditions established no longer reflect their abilities. They can request reconsideration of their eligibility by submitting new documentation or reapplying during their current term of eligibility. Determinations made during existing terms of eligibility, whether based on additional documentation or new applications, are considered new decisions and, as such, are appealable. (See Circular Section 9.7.) This right to reapply extends to anyone, including those denied eligibility.

Similarly, transit agencies may request that eligible individuals reapply if information shows a significant change in their functional abilities. For example, an individual may initially apply while using a manual wheelchair. At some point during the term of eligibility, the individual might obtain a power wheelchair that could overcome a previous inability to get to and from transit stops and stations. In this case, it would be acceptable for the agency to ask the individual to reapply so that eligibility could be appropriately adjusted. It would not be acceptable to ask or require an individual to reapply for eligibility based on casual anecdotal observations by people not trained in making eligibility determinations, such as drivers or other riders.

9.6.1 Optional Practices for Recertification

Transit agencies have several local options for implementing recertification. An optional good practice is to remind riders of the need to reapply before the end of their term of eligibility. Many agencies send riders a notice 60 to 90 days before their current eligibility expires and include the materials needed to reapply. This reminder helps to avoid lapses in a riders' eligibility and facilitates a smooth recertification process.

Agencies may also decide to use a simplified recertification process for certain riders such as those who have been granted unconditional eligibility and whose functional abilities are not likely to change over time even with different mobility aids. Such simplified recertification forms ask riders to update their contact information and note any changes in their travel abilities or needs. Repeat in-person interviews and functional assessments may not be necessary for these riders. Appropriate use of simplified recertification forms and processes may reduce eligibility determination costs.

FTA notes that many transit agencies have strengthened and improved their eligibility determination processes in recent years. Such changes may result in changes to some individuals' long-standing eligibility determinations (e.g., from unconditional to conditional or even to not eligible) after recertification. FTA encourages agencies to consider the significant impact that such changes can have and to consider implementing recertification in a way that allows people to make necessary transitions, in consultation with the community they serve. This approach can include providing reasonable transition periods or offering travel training to those who express an interest.

9.7 Appeal Process

Requirement

"The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.

- (1) The entity may require that an appeal be filed within 60 days of the denial of an individual's application.
- (2) The process shall include an opportunity to be heard and to present information and arguments, separation of functions (i.e., a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and the reasons for it.
- (3) The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued" (§ 37.125(g)).

Discussion

Section 37.125(g) obligates transit agencies to establish an administrative process through which individuals can appeal eligibility denials, including those determined conditionally eligible or only eligible on a temporary basis. The right to appeal also extends to decisions resulting from individuals choosing to reapply during their eligibility term.

9.7.1 Notification of Appeal Rights, Appeal Requests, and Right to Be Heard in Person

Section 37.125(g) obligates transit agencies to provide riders the opportunity to appeal an ineligibility determination. FTA requires transit agencies to include notice of the right to appeal and how to request an appeal in letters communicating decisions that deny or limit eligibility in any way. An optional good practice is to also enclose an appeal request form with determination letters. (See Attachment 9-3 for a sample appeal request form.)

Section 37.125(g)(1) obligates transit agencies to accept appeal requests received within 60 days of the initial determinations. Policies that provide a longer period to request appeals are permitted. If an applicant misses the deadline or chooses not to appeal, however, he or she may reapply for service at any time.

Section 37.125(g)(2) requires transit agencies to include an opportunity to be heard in person. While it is appropriate to require individuals to submit requests for appeals in writing, agencies may not require such requests to include the basis or reasons for the appeal. The choice to submit written information in advance of or instead of an appeal hearing is for the appellant to make.

FTA encourages transit agencies to ensure that hearing locations are easy for appellants to reach. Some appellants may be discouraged or prevented from exercising their right to attend an appeal hearing if they have difficulty traveling to a hearing location or if they would incur a significant expense in getting there.

The DOT ADA regulations do not specify a deadline by which agencies must hold an in-person appeal after an applicant requests a hearing. FTA encourages transit agencies to hold the appeal hearing promptly (i.e., within 30 days of the initial request).

9.7.2 Separation of Functions

Section 37.125(g)(2) requires a separation of functions, meaning that, to the extent practicable, the individuals deciding appeals were not involved with the applicant's initial eligibility determination, including working in the same office as, supervising, or working for the original decisionmaker.

One way to check for separation of function (and authority) is to examine a transit agency's organizational chart. A vertical line or lines connecting those involved in initial determinations and those deciding appeals means that these individuals are not sufficiently separated. Appropriate separation means individuals from the agency involved in appeals work in a different office or department from those making the initial decision. In smaller agencies where it is not feasible to fully separate functions, Appendix D to § 37.125 explains that "the second decisionmaker should at least be 'bubbled' with respect to the original decision (i.e., not have participated in the original decision or discussed it with the original decisionmaker)."

9.7.3 Timely Appeal Decisions

Under § 37.125(g)(3), a transit agency is not required to provide complementary paratransit service to the appellant pending the determination on appeal. But if it has not made a decision within 30 days of the completion of the appeal process, the agency is obligated to provide service until and unless it issues a decision to deny the appeal. Some agencies elect to continue to provide complementary paratransit service to current riders whose eligibility was denied or limited during recertification to avoid service interruptions should the appeal overturn the initial decision.

Once a decision is made, § 37.125(g)(2) obligates the agency to provide appellants with written appeal decisions (in accessible formats as appropriate) with specific reasons for the decision provided, similar to the level of detail provided in the initial determination letter.

9.7.4 Suggestions for Appeals Practices

Selecting Individuals to Hear Appeals

In selecting individuals to hear and decide appeals, FTA recommends that transit agencies consider the following general guidelines and suggestions, in consultation with the communities served:

- Select individuals for their ability to maintain objectivity in reviewing appeals; do not select them to “represent” one side or a particular point of view (e.g., the transit agency or the disability community). If agency staff or members of the disability community are selected to hear appeals, it is important they remain impartial throughout the process.
- Select individuals to hear and decide appeals who bring a high level of knowledge about the functional abilities of individuals with disabilities similar to those of appellants. An optional good practice is to compile a roster of specialists to call upon according to each appellant’s disability. For example, call on orientation and mobility specialists to hear appeals from individuals with vision disabilities. Call on psychiatrists, mental health professionals, or social workers to hear appeals from individuals with psychiatric or cognitive disabilities. Physical or occupational therapists would be qualified to hear appeals from individuals with physical disabilities.
- Select individuals who have a thorough understanding of the function and intent of complementary paratransit and the regulatory criteria for ADA paratransit eligibility; train them as necessary to ensure they fully understand the regulations.
- Select individuals who also have knowledge of fixed route transit and complementary paratransit policies. This will allow them to more accurately determine if appellants can perform all of the tasks required to use fixed route services and to understand the differences between use of fixed route transit and complementary paratransit.

Optional Internal Review Practices

FTA encourages transit agencies to double-check any determinations that deny or limit eligibility before communicating the decision to the applicant. A second reviewer might review each file to ensure that the decision appears appropriate.

Similarly, when applicants request appeals, FTA encourages transit agencies to double-check applicants’ files and the initial decisions. If such internal reviews identify errors in initial determinations, agencies can quickly reverse the initial decisions and obviate the burden and cost of formal appeals.

It is important to note that these double-checks are internal and not considered part of the rider’s appeal, since they would be undertaken without additional information from the appellant and without an opportunity for the appellant to be heard in person, and might not meet the requirement for separation of functions. The results of such reviews would only be communicated to applicants if they determined that unconditional, full-term eligibility should have been granted. Otherwise, the appeal would be heard.

Communicating less than unconditional eligibility could cause applicants to interpret these internal reviews as an appeal decision and may discourage them from continuing with the appeal process. In such instances, FTA encourages undertaking these reviews within a day or two after receiving appeal requests.

If the internal review suggests less than unconditional eligibility, FTA encourages transit agencies to hold the appeal hearing promptly (i.e., within 30 days of the initial request).

9.8 Personal Care Attendants and Companions

Requirement

“Individuals accompanying an ADA paratransit eligible individual shall be provided service as follows:

(1) One other individual accompanying the ADA paratransit eligible individual shall be provided service—

(i) If the ADA paratransit eligible individual is traveling with a personal care attendant, the entity shall provide service to one other individual in addition to the attendant who is accompanying the eligible individual;

(ii) A family member or friend is regarded as a person accompanying the eligible individual, and not as a personal care attendant, unless the family member or friend registered is acting in the capacity of a personal care attendant;

(2) Additional individuals accompanying the ADA paratransit eligible individual shall be provided service, provided that space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit eligible individuals;

(3) In order to be considered as ‘accompanying’ the eligible individual for purposes of this paragraph (f), the other individual(s) shall have the same origin and destination as the eligible individual” (§ 37.123(f)).

“In applications for ADA paratransit eligibility, the entity may require the applicant to indicate whether or not he or she travels with a personal care attendant” (§ 37.125(i)).

Discussion

A personal care attendant (PCA), as explained in [Appendix D](#) to § 37.121, is “someone designated or employed specifically to help the eligible individual meet his or her personal needs.”⁶ A PCA typically assists with one or more daily life activities such as providing personal care, performing manual tasks, or providing assistance with mobility or communication. PCA assistance is not always needed during a complementary paratransit trip itself; because of the nature of typical PCA functions, it is most likely the services provided by a PCA would be required throughout the day at the passenger’s destination.

PCAs are sometimes family members or friends. In some instances, PCAs are other individuals with a disability. This might be an individual with a physical disability who assists someone with a vision disability or who accompanies an individual with an intellectual disability who cannot travel independently.

Section 37.123(f)(1) grants complementary paratransit riders the right to be accompanied by “at least one” companion. Section 37.123(f)(2) obligates transit agencies to accommodate additional companions if space is available, meaning that they do not displace other eligible riders. Such companions can be a spouse, a child, a coworker, a friend, or anyone else traveling with riders.

PCAs differ from companions. While both accompany riders with disabilities, PCAs also assist riders with a daily life activity. [Appendix D](#) to § 37.123 notes, “a companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity.”

⁶ State agency requirements governing attendant services that may be more restrictive (i.e., limited to certain paid or licensed individuals) are not relevant for complementary paratransit purposes. Transit agencies may not require attendants to be paid or deemed “attendants” by state agencies to qualify as a PCA.

To be viewed as “accompanying” an eligible rider, PCAs and companions must board and disembark at the same locations as eligible individuals. This means that transit agencies are not required to transport PCAs and companions to or from other locations.

To ensure space availability for all riders, it is appropriate for transit agencies to require riders making trip reservations to indicate that they will be traveling with a PCA or companion.

As noted in Circular Section 8.4.6, PCAs pay no fare but transit agencies are permitted to charge companions the same fare charged to ADA paratransit eligible riders. Agencies are not required under § 37.123(f) to allow a complementary paratransit rider to be accompanied by more than one PCA at a time. The section of the regulations references “a personal care attendant” in the singular. In some cases, however, a complementary paratransit rider might want to bring along more than one companion.

9.8.1 Eligibility Considerations and PCAs

During the eligibility determination process, a transit agency may ask applicants if they sometimes travel with a PCA. However, whether a rider travels with a PCA does not have a bearing on eligibility. As noted in [Appendix D](#) to § 37.123, this step is taken to “prevent potential abuse” of the PCA provision by documenting that the rider travels with a PCA. By noting the need for a PCA in a rider’s application, the agency can more easily determine if an individual traveling with the rider is a PCA or simply a companion, which in turn simplifies determining required fares, because a companion pays the fare while a PCA does not.

Even when applicants seeking ADA paratransit eligibility indicate they always need a PCA for travel, a transit agency-imposed requirement to always travel with a PCA is inconsistent with [§ 37.5\(e\)](#).⁷ (See Circular Section 2.2.5.) Some riders may be able to use complementary paratransit unattended by a PCA for some trips (e.g., those ending at a destination familiar to them).

9.9 Service for Visitors

Requirement

“Each public entity required to provide complementary paratransit service under § 37.121 of [Part 37] shall make the service available to visitors as provided in this section” ([§ 37.127\(a\)](#)).

“For purposes of this section, a visitor is an individual with disabilities who does not reside in the jurisdiction(s) served by the public entity or other entities with which the public entity provides coordinated complementary paratransit service within a region” ([§ 37.127\(b\)](#)).

Discussion

This requirement obligates transit agencies to provide complementary paratransit service to individuals with disabilities visiting their area. Visitors are defined as individuals who reside outside an agency’s jurisdiction. In cases where multiple transit agencies have developed a coordinated regional paratransit service, visitors are defined as those residing outside of the regional jurisdiction. [Appendix D](#) to § 37.127 explains:

[Section 37.127] requires each entity having a complementary paratransit system to provide service to visitors from out of town on the same basis as it is provided to local residents. By “on

⁷ There is one exception. An agency may require an attendant as a condition of providing service to an individual it otherwise had the right to refuse for conduct reasons under [§ 37.5\(h\)](#). For more information, see Circular Section 2.2.5.

the same basis,” we mean under all the same conditions, service criteria, etc., without distinction. For the period of a visit, the visitor is treated exactly like an eligible local user, without any higher priority being given to either.

FTA notes that granting visitor eligibility is a fairly simple and quick process enabling individuals to contact the host agency to learn what is required and then being able to easily meet the requirements. This also means that upon receipt of any required documentation described below, transit agencies are to quickly enter necessary information into any databases or systems to permit visitors to place trip requests. FTA envisions this as a process that can often be completed the same day or no more than one day later.

9.9.1 Visitors with Eligibility from Another Transit Agency

Requirement

“Each public entity shall treat as eligible for its complementary paratransit service all visitors who present documentation that they are ADA paratransit eligible, under the criteria of § 37.125 of [Part 37], in the jurisdiction in which they reside” (§ 37.127(c)).

Discussion

Individuals that other transit agencies have determined to be ADA paratransit eligible can present documentation of eligibility received from these other agencies. As discussed in [Appendix D](#) to § 37.123, host transit agencies “will give ‘full faith and credit’ to the ID card or other documentation from the other [transit agency].” Agencies must accept this documentation directly from the individual and not require that the documentation be provided directly from the individual’s home transit agency.

9.9.2 Visitors Without Eligibility from Another Transit Agency

Requirement

“With respect to visitors with disabilities who do not present such documentation, the public entity may require the documentation of the individual’s place of residence and, if the individual’s disability is not apparent, of his or her disability. The entity shall provide paratransit service to individuals with disabilities who qualify as visitors under paragraph (b) of this section. The entity shall accept a certification by such individuals that they are unable to use fixed route transit” (§ 37.127(d)).

Discussion

Individuals with disabilities might not have documentation of ADA paratransit eligibility from another transit agency because they reside in areas without public transit or they have not applied for eligibility in their home area. Asking such individuals to provide proof of residence to verify they qualify as a visitor is appropriate. For visitors whose disability is apparent, § 37.127(d) prohibits agencies from requiring additional documentation. For visitors whose disability is not apparent (e.g., cognitive disability or cardiac condition), requiring documentation of disability, such as a letter from a medical professional or eligibility for other services based on a determination of disability, is permitted. Once this basic documentation is provided, [Appendix D](#) to § 37.127 states that “the local provider will make service available on the basis of the individual’s statement that he or she is unable to use the fixed route transit system.”

9.9.3 Duration of Visitor Eligibility

Requirement

“A public entity shall make the service to a visitor required by this section available for any combination of 21 days during any 365-day period beginning with the visitor’s first use of the service during such 365-day period. In no case shall the public entity require a visitor to apply for or receive eligibility certification from the public entity before receiving the service required by this section” (§ 37.127(e)).

Discussion

This requirement obligates transit agencies to provide visitors with complementary paratransit service for any combination of 21 days during a 365-day period beginning with the visitor’s first use of the service. This requirement prohibits agencies from requiring visitors to apply for ADA paratransit eligibility. However, for visitors requesting service beyond the 21 days in the 365-day period, it is appropriate to ask such visitors to apply through the agency’s eligibility process. An optional good practice is to ask visitors when they first call if they expect to use the service for more than 21 days in the next 365-day period and to offer application materials if they answer in the affirmative.

9.10 Access to Information

9.10.1 Providing Accessible Information and Materials

Requirement

“All information about the process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility shall be made available in accessible formats, upon request” (§ 37.125(b)).

Discussion

In addition to the general requirement in § 37.167(f) for transit agencies to provide service information in accessible formats (see Circular Section 2.8), the DOT ADA regulations in § 37.125(b) specifically require ADA paratransit materials to be in accessible formats. This accessible format requirement covers brochures or public information describing ADA paratransit eligibility and the application process, the application form, letters of determination, and information on the appeal process, as well as other information and materials.

As discussed in [Appendix D](#) to § 37.125, “A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use. There is no use giving a computer disk to someone who does not have a computer, for instance, or a braille document to a person who does not read braille.”

9.10.2 Providing Title VI Language Access

Transit agencies that receive Federal funds also have obligations under Title VI of the Civil Rights Act of 1964 for ensuring individuals with limited English proficiency (LEP) can access their programs and activities. These obligations are described in [FTA Circular 4702.1B](#), Chapter III. Because of these requirements, agencies must ensure, for example, that LEP individuals are able to have access to information on complementary paratransit service and how to apply. The Title VI Circular notes specifically that agencies must translate vital text, including “an ADA complementary paratransit eligibility application.” Agencies must also in some cases provide foreign language interpreter services so

that LEP individuals may participate, for example, in interviews, assessments, and appeal processes related to eligibility denials or no-show suspensions. A failure to translate vital text or to provide foreign language interpreter services at no cost to an LEP individual could result in a denial of meaningful access by a transit agency to that individual in violation of Title VI. (See Circular Section 9.12.)

9.11 Other Process Considerations

9.11.1 Confidentiality of Applicant Information

Determination of ADA paratransit eligibility is likely to include collecting personally identifiable information (PII), including information about disabilities and health conditions. Transit agencies are not subject to the Health Insurance Portability and Accountability Act's (HIPAA) privacy and security rules. However, according to the Transit Cooperative Research Program's (TCRP) Legal Research Digest 46:

[S]ome state statutes impose an obligation on a person or entity not to disclose health information without an individual's reauthorization of its disclosure. Even in the absence of a state statute, persons or entities that disclose an individual's health information may be subject to civil claims under state constitutional or statutory provisions or at common law for invasions of privacy and other claims in tort or for breach of contract.⁸

FTA recommends that transit agencies keep PII confidential, limit distribution to only those who need access, and keep application files in a secure location. FTA also recommends informing those involved in reviewing applications and making determinations of the need to maintain confidentiality.

Optional good practices include developing information security and confidentiality policies and plans, informing and training all employees who receive protected information of their responsibilities, and requiring all employees to sign statements acknowledging their responsibilities and agreeing to protect and keep information confidential. Such optional practices also apply to the appeal process, including requiring individuals hearing appeals to maintain strict confidentiality and requiring individuals involved in hearing appeals to sign confidentiality policy statements. Another optional good practice is to require those involved in hearing appeals to return all application information after deciding an appeal.

FTA notes that some transit agencies request social security numbers (SSNs) as part of the application process in order to establish a unique identifier for each applicant. FTA discourages agencies from requesting SSNs because the information is not needed for a determination of eligibility and collecting and storing SSNs creates additional data security responsibilities. FTA encourages agencies to use other unique identifiers.

In some instances, it is important to communicate rider information to drivers to ensure safe, appropriate service while maintaining confidentiality. In these cases, an optional good practice is to add information to run manifests without including specific information on the rider's specific disability. This practice protects confidentiality while providing drivers important operational information.

9.11.2 Coordination of Eligibility Determination Processes

FTA encourages transit agencies with contiguous service areas or serving a defined region to coordinate eligibility determinations to facilitate regional travel. An example of such coordination is in the San

⁸ Transportation Research Board, Transit Cooperative Research Program (TCRP), Legal Research Digest 46, "How the Health Insurance Portability and Accountability Act (HIPAA) and Other Privacy Laws Affect Public Transportation Operations" (July 2014).

Francisco Bay area, which has a Regional Eligibility Database (RED). Approximately 20 area transit providers record eligibility data for their riders into the RED and then access this data to verify eligibility for riders approved by another provider.

9.12 No-Show Suspensions

Requirement

“The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.

(1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.

(2) Before suspending service, the entity shall take the following steps:

(i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.

(ii) Provide the individual an opportunity to be heard and to present information and arguments;

(iii) Provide the individual with written notification of the decision and the reasons for it.

(3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal” (§ 37.125(h)).

Discussion

Section 37.125(h) permits transit agencies to suspend riders who “establish a pattern or practice of missing scheduled trips” after providing a rider due process. As discussed in [Appendix D](#) to § 37.125, a “pattern or practice” involves “intentional, repeated or regular actions, not isolated, accidental, or singular incidents.” The purpose of a suspension process would be to deter or deal with chronic “no-shows.”

Only actions within the control of the individual may count as part of a pattern or practice. As [Appendix D](#) to § 37.125 explains,

Missed trips due to operator error are not attributable to the individual passenger for this purpose. If the vehicle arrives substantially after the scheduled pickup time, and the passenger has given up on the vehicle and taken a taxi or gone down the street to talk to a neighbor, that is not a missed trip attributable to the passenger. If the vehicle does not arrive at all, or is sent to the wrong address, or to the wrong entrance to a building, that is not a missed trip attributable to the passenger. There may be other circumstances beyond the individual’s control (e.g., a sudden turn for the worse in someone with a variable condition, a sudden family emergency) that make it impracticable for the individual to travel at the scheduled time and also for the individual to notify the entity in time to cancel the trip before the vehicle comes. Such circumstances also would not form part of a sanctionable pattern or practice.

9.12.1 Late Cancellations

The regulations only address proposed service suspensions due to a pattern or practice of missing scheduled trips. However, FTA permits transit agencies to count late cancellations as no-shows for trips

cancelled less than 1 to 2 hours prior to the pickup time negotiated with the rider, and only under the same circumstances (i.e., not due to reasons beyond the rider’s control).

9.12.2 Establishing that a Pattern or Practice Exists

In order to establish whether or not a particular rider has established a “pattern or practice” of missing scheduled trips, a transit agency must consider the rider’s frequency of use of the paratransit service. Three no-shows in 30 days for a regular rider who uses the service daily to commute to and from work as well as for other purposes, for example, is very different from three no-shows by a customer who schedules only five trips per month.

To help define what constitutes an abuse of the service, FTA recommends that transit agencies establish a two-step process for determining whether a pattern or practice exists. The first step is to establish thresholds for suspensions that represent multiples of the systemwide average. For example, if the systemwide average for no-shows is 5 percent of all scheduled trips, the threshold for potential suspensions might be greater than 10–15 percent.

The second part of this two-step process is to establish thresholds for the minimum number of no-shows within a given interval, below which suspensions would not be imposed. For example, a pattern or practice might be defined as three or more no-shows in a given month that exceed 10 percent of scheduled trips. If the policy only set a 10 percent frequency and did not also include at least three no-shows, a passenger taking only 10 trips in a month would face suspension after a single no-show, which would not represent a pattern or practice.

A sample no-show policy that offers an example of how to address both the absolute number and frequency of no-shows is provided in Attachment 9-4.

Regardless of the methodology chosen, agencies must be prepared to explain to FTA during oversight activity how their threshold represents a pattern or practice consistent with § 37.125(h).

Because transit agencies cannot use no-shows beyond a rider’s control as a basis for determining a pattern or practice of missing scheduled trips, an optional good practice is to include statements to this effect in all public information describing no-show policies.

9.12.3 Notifying Riders of Proposed Suspensions and Right to Appeal

Section 37.125(h)(3) extends the appeal requirements (e.g., notification and an opportunity to be heard in person) for ADA paratransit eligibility denials under § 37.125(g) to suspensions for no-shows. As [Appendix D](#) to § 37.125 notes, “Once an entity has certified someone as eligible, the individual’s eligibility takes on the coloration of a property right. . . . Consequently, before eligibility may be removed ‘for cause’ under this provision, the entity must provide administrative due process to the individual.”

If a transit agency proposes to suspend a rider, it must first notify the individual in writing (using accessible formats where necessary) and cite with specificity the basis of the proposed suspension consistent with § 37.125(h)(2). As [Appendix D](#) to § 37.125 explains,

If the entity proposes to impose sanctions on someone, it must first notify the individual in writing (using accessible formats where necessary). The notice must specify the basis of the proposed action (e.g., Mr. Smith scheduled trips for 8 a.m. on May 15, 2 p.m. on June 3, 9 a.m. on June 21, and 9:20 p.m. on July 10, and on each occasion the vehicle appeared at the scheduled time and Mr. Smith was nowhere to be found) and set forth the proposed sanction (e.g., Mr. Smith would not receive service for 15 days).

FTA recommends that the notifications also inform riders that no-shows beyond their control will not be counted and indicate how riders can explain the no-shows were beyond their control.

Section 37.125(g)(2) also obligates transit agencies to inform riders that they have the right to appeal the proposed suspension (with an option for an in-person appeal), consistent with the appeals process outlined in § 37.125(g). (See Circular Section 9.7.) This means including instructions on the appeal process, and how to request an appeal. Under § 37.125(h)(3), suspensions are stayed pending the outcome of the appeal.

An optional good practice is to regularly notify riders of individual no-show charges to allow them an opportunity to dispute or explain no-shows beyond their control, or have a mechanism in place for riders to call or otherwise proactively report why they missed specific trips. FTA notes, however, that riders can appeal the basis for proposed suspensions even if they elect not to dispute any individual no-show.

For riders who have accumulated several no-shows and may soon be facing service suspensions, another optional good practice is to send warning letters before a rider has reached the point of suspension. Effective no-show suspension warning letters list the no-shows recorded, note that additional no-shows could result in a suspension, and encourage riders to call if they feel any of the no-shows were recorded in error or were outside the rider's control. Providing this notification after only a few no-shows makes it easier for riders to recall the actual circumstances surrounding the no-shows and discourages future no-shows by the rider.

FTA recommends that transit agencies have robust procedures to verify that no-shows were recorded correctly before proposing service suspensions, including reviewing a vehicle's location and arrival and departure times for each trip, and to remove any incorrectly recorded no-shows. For example, for agencies that use 30-minute pickup windows and require drivers to wait at least 5 minutes before departing without a rider (see Circular Section 8.5.3), this means verifying that drivers did not:

- Arrive before the 30-minute window and depart before waiting at least 5 minutes within the 30-minute pickup window without picking up the rider (a missed trip)
- Arrive within the 30-minute window and depart before waiting at least 5 minutes without making contact with the rider (a missed trip)
- Arrive after the 30-minute window without picking up the rider (a missed trip)

This also means verifying trip addresses to ensure that trip-booking errors did not occur and that vehicles were at the correct location.

9.12.4 Duration of Suspensions

Section 37.125(h) requires suspensions to be “for a reasonable period of time.” FTA considers up to 1 week for the first offense a reasonable duration. Subsequent offenses may justify longer suspensions. A second violation might result in a suspension for a few days longer than the first violation and so forth. While it is reasonable to gradually increase the duration of suspensions to address chronic no-shows, FTA generally considers suspensions longer than 30 days to be excessive.

9.12.5 Prohibition Against Financial Penalties

While § 37.125(h) permits a transit agency to establish an administrative process to suspend, for a reasonable amount of time, complementary paratransit service to eligible individuals who establish a pattern or practice of missing scheduled trips, there are no provisions for imposing other types of penalties for no-shows. This includes financial penalties, including charging fares for trips scheduled but not taken or requiring payment of a fine in order to restore complementary paratransit service. In some cases, however, agencies and riders facing suspensions have mutually agreed on payments for missed

trips in lieu of suspensions. Where such arrangements are made voluntarily, FTA has elected not to intervene.

9.12.6 Round-Trips and No-Shows

Because riders have an independent right to each trip, transit agencies that assess riders with no-shows for the outgoing portion of a round-trip are advised not to automatically assume that the return trip is not needed. Absent indications from riders or other reliable sources that they will not need return trips, FTA requires return trips and subsequent trips to remain on schedules. In these instances, an optional good practice is to attempt to contact riders who no-showed the outgoing trip to inquire about return trips to avoid the cost of sending vehicles unnecessarily and penalizing the rider for another no-show.

9.12.7 Optional Practices for Minimizing No-Shows

FTA encourages transit agencies to develop operating procedures that minimize no-shows. Optional good practices include:

- Establishing a brief period (e.g., 5 minutes) within on-time pickup windows during which drivers will wait for riders before departing.
- Ensuring all drivers provide the same level of rider assistance. Inconsistencies can create rider expectations that result in no-shows if some drivers go to a rider's door while others only wait at the curb or if policies for assistance beyond the curb are not consistently implemented.
- Repeating and verifying key information during trip booking. This includes day and date, addresses, special pickup instructions (e.g., "side door"), and scheduled pickup times and windows.
- Making it easy for riders to cancel trips they no longer need. For example, transit agencies might provide a 24-hour trip cancellation phone number for riders to leave messages when the office is closed.
- Contacting riders who have repeat no-shows before a pattern or practice develops to determine if they understand how to use the service.
- Establishing a process to adjust subscription schedules for riders whose subscription trips are affected. No-shows often occur from a failure to adjust subscription schedules when temporary changes occur. For example, a rider who has subscription services may go on vacation and inform the transit agency of the vacation, but the subscription schedule may remain unchanged. Note that failure to properly manage subscription trips is an agency failure and would not be held against the rider.
- Maintaining close communications with agencies that may provide lists of riders who receive subscription service. No-shows sometimes occur if these lists are not updated or if agencies do not accurately communicate which riders are to be scheduled each day. Again, this would be a failure between the two agencies, not something that would be held against the rider.



ACCESS APPEAL PANEL
BOARD OF DIRECTOR'S ADA LIAISON DESIGNEE

June 25, 2020

The Denton County Transportation Authority Board of Directors approved the creation of an Access Appeal Panel at their meeting on September 27, 2007. The policy states the Panel will be composed of three members, one of which is to be the Board of Director's ADA Liaison or his/her designee.

The Panel's responsibilities are to hear appeals arising from Access eligibility and suspension of service determinations. Additionally, the DCTA staff member will be responsible for scheduling Panel meetings and authoring the Panel's final determination.

As DCTA Board of Director's ADA Liaison, I am officially designating Nicole Recker, Vice President of Mobility Services & Administration to the Access Appeal Panel in my absence.

Sincerely,

Board of Director's ADA Liaison

Nicole Recker
VP, Mobility Services & Administration



Board of Directors Memo

June 25, 2020

SUBJECT: Consider Award of Web Services Contract

Background

A request for proposals was issued on February 12, 2020, seeking firms to provide a range of web services to support DCTA's website, blog, e-commerce solution, PCI compliance and security (PCI compliance and security refer to encryption requirements and secure processing of credit cards). One hundred and thirty (130) entities viewed the documents on the electronic procurement platform used by DCTA.

On March 12, 2020, DCTA received five (5) proposals in response to the RFP.

1. American Eagle
2. HCK2
3. Inreact
4. Park Circle
5. Planeteria Media

Staff conducted a review and evaluation of the proposals and is recommending award to Planeteria Media.

Identified Need

DCTA needs an external consultant who can successfully provide a range of web services to support DCTA's digital platforms. Including, but not limited to:

- Routine Security/Support
- E-commerce Management/PCI Compliance
- Website Best Practices
- Hard-coded Functionality Changes
- Hosting and Backup Requirements

Financial Impact

The agreement is for a three (3) year term with the option to renew for two (2), one (1) year terms. The total anticipated cost for the contract is not to exceed \$200,000, over the five (5) year term, if all terms are exercised. Annual departmental budgets are incorporated into each fiscal year's budget.

Recommendation

Staff recommends the Board approve the award of Digital Web Services in the amount of \$200,000 and authorize the CEO to execute a contract with Planeteria Media.

Exhibits

Exhibit 1 – Evaluation Consensus

Exhibit 2 – Request for Proposal Package

Exhibit 3 – Planeteria Media Proposal



A handwritten signature in blue ink that reads "Christa Christian".

Submitted By: _____

Christa Christian, CPPB, Senior Procurement Specialist

A handwritten signature in black ink that reads "Nicole Recker".

Final Review: _____

Nicole Recker, VP of Mobility Services and Administration

A handwritten signature in black ink that reads "Raymond Suarez".

Approval: _____

Raymond Suarez, CEO



EVALUATION SCORE SHEET - CONSENSUS AVERAGES
DCTA REQUEST FOR PROPOSAL **20-08 Digital Web Services**
EVALUATOR: _Evaluation Team_____

	MAX PTS	American Eagle	HCK2	Inreact	Park Circle	Planetaria Media
TOTAL SCORE	100	79.25	76.75	71.25	81.25	89

Ranking RFP 20-08 Digital Web Services

	American Eagle	HCK2	Inreact	Park Circle	Planetaria Media
Eval 1	79	76	60	81	82
Eval 2	83	72	57	60	84
Eval 3	90	71	74	84	90
Eval 4	65	88	94	100	100
Average	79.25	76.75	71.25	81.25	89
Rank	1. Planetaria Media 2. Park Circle 3. American Eagle				

Solicitation Request for Proposal RFP 20-08

Digital Web Services

Bid Designation: Public



Denton County Transportation Authority

Bid Request for Proposal RFP 20-08

Digital Web Services

Bid Number Request for Proposal RFP 20-08

Bid Title Digital Web Services

Bid Start Date Feb 12, 2020 9:07:42 AM CST

Bid End Date Mar 12, 2020 4:00:00 PM CDT

Question &

Answer End Feb 25, 2020 5:00:00 PM CST
Date

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

Description

Denton County Transportation Authority is accepting sealed proposals for Digital Web Services. Proposals will be accepted until 4:00pm on March 12, 2020 at the DCTA office located at 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057. DCTA reserves the right to reject any and all bids.



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	Request for Proposal (RFP) 20-08		
TITLE	DIGITAL WEB SERVICES		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	N/A	PRE BID/PROPOSAL MEETING LOCATION	
QUESTIONS DUE	2/25/20 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	2/28/20 by 5:00 pm CST
DUE DATE/TIME	3/12/20 at 4:00 pm CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Christa Christian, CPPB procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Christa Christian, CPPB SOLICITATION #20-08 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

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

2. CONTRACT TERM

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

3. BACKGROUND

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

4. SCOPE OF SERVICES:

The Denton County Transportation Authority is seeking a consultant who can successfully provide a range of digital and web services to support DCTA's website (RideDCTA.net) and blog (HopOnBoardBlog.com) with the following types of initiatives.

A. Website and Blog Strategy

- Ensure platforms are following best practices
- Ensure platforms are integrating updated capabilities
- Ability to audit existing platforms and make strategic recommendations

B. Routine Website and Blog Security

- Security scans
- Security updates
- System updates
- Software updates
- Software patches
- PCI compliance

C. Routine Website and Blog Support

- Routine backend/coding management
- Necessary configuration changes
- CMS management and training
- Site functionality error updates

D. Website and Blog Enhancements

- Backend coding
- Structural changes to the site map and/or functionality
- Reskins and creative updates
- Development and/or implementation of new technology (i.e. plugins)

E. Website and Blog Integration

- Development and integration of website and social media pixels
- Development and integration of UTM codes
- Development and integration of required codes for external online platforms (i.e. display banner advertising, native advertising, etc.)
- Development and integration of Google Analytics
- Integration of required RSS feeds

F. Shopify Management

- Security updates
- System updates
- Software updates
- PCI compliance
- Routine backend management
- Necessary configuration changes
- CMS management and training
- Site functionality error updates

G. Consultant Capability

In addition to the detailed scope of services, all consultants must exhibit detailed knowledge of the following skills and platforms.

- Backend coding to support existing platforms
- Drupal
- WordPress
- Shopify
- Social media pixels and integration and management
- Support software that enhances assigned workload (i.e. testing tool, content aggregator, backend management systems, etc.)
- RSS Feeds
- Go Daddy accounts

PROPOSAL SUBMITTAL INFORMATION

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

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

The page count shall not include:

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

Each technical proposal shall include the following information:

LETTER OF TRANSMITTAL

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

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

TAB 1: QUALIFICATIONS AND EXPERIENCE

- Briefly introduce firm, providing a summary of the administration, organizations and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names for the core management team which will undertake this engagement.
- Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc. or other information that will illustrate the technical competence of the proposed personnel.
- Describe experience of the firm in the last 36 months in performing services in similar size and scope, highlighting work in the public sector.
- Transit examples encouraged, if available
- 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.

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.
- Provide five (5) samples of work
 - Demonstrating skills required by DCTA in the Scope of Work
 - Showcasing backend and user interface experience
 - Describing consultant's role and responsibilities

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. Detailed description of work managed on behalf of the three existing clients

TAB 4: PRICING

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

- Pricing structure
- Standard hourly rate
- Billing strategy

TAB 5: ATTACHMENTS

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

TAB 6: APPENDIX

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

- Exhibit A Business Questionnaire
- Exhibit B Non-Collusion Affidavit
- Exhibit C Form CIQ Conflict of Interest Questionnaire
- Exhibit D Prohibition of Contracts with Companies that Boycott 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
Project Approach <ul style="list-style-type: none"> • Experience with similar scopes of work • Transit examples encouraged, if available • Approach to scope of work • Team approach • Billing approach (i.e. routine monthly efforts, special requests, enhancements, etc.) • Samples of Work demonstrating skills required by DCTA in the scope of work • Showcasing backend and user interface experience • 	50
Qualifications and Experience <ul style="list-style-type: none"> • Website and Blog Strategy • Routine Website and Blog Security • Website and Blog Enhancements • Website and Blog Integration • Shopify Management • Consultant Capability 	20
Past Performance and References <ul style="list-style-type: none"> • Written letters and contact information from three existing clients • Detailed description of work managed on behalf of the three existing clients 	20
Price <ul style="list-style-type: none"> • Pricing structure • Standard hourly rate 	10

• Billing strategy	
Total	100
Required Forms and Certifications All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.	Pass/Fail

3. TECHNICAL EVALUATION

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

4. INTERVIEWS

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

5. BEST AND FINAL OFFER

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

6. CONTRACT AWARD

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

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.



BIDDER'S QUESTIONNAIRE

Regular Item 12, Exhibit 2

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

NON-COLLUSION AFFIDAVIT

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

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

Signature of Authorized Company Representative

Name and Title of Authorized Company Representative

Date

Subscribed and sworn to before me on _____ (Date)

(Notary Seal)

Signature Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

Prohibition of Contracts with Companies Boycotting Israel

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

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

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

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

Signature of Certifying Official

Title:

Date:

Question and Answers for Bid #Request for Proposal RFP 20-08 - Digital Web Services

Overall Bid Questions

There are no questions associated with this bid.



PLANETERIA MEDIA

WWW.PLANETERIA.COM

FEDERAL EIN: 45-4957640

CA MICRO SMALL BUSINESS CERTIFICATION: 1759443

DUNS & BRADSTREET NUMBER : 079196688

Denton County Transportation Authority

DIGITAL WEB SERVICES

RFP 20-08

PROPOSAL ISSUED: MARCH 17, 2020

PREPARED FOR:

Christa Christian, CPPB

Denton County Transportation Authority

1955 Lakeway Drive, Suite 260, Lewisville, Texas, 75057

P: 940.243.0077 **E:** procurement@dcta.net

PREPARED BY:

Tyler Coffin - Sales & Business Development Director

Planeteria Media

110 Stony Point Road, Ste 225, Santa Rosa, California 95401

P: 707.843.3773 **E:** tyler@planeteria.com

LETTER OF TRANSMITTAL

3/17/2020

Christa Christian
CPPB
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057

Dear Ms. Christian,

Subject: Transmittal of Proposal for Digital Web Services

The enclosed proposal for website services is being submitted in response to RFP 20-08.

We would really like to partner with the DCTA on this project as we specialize in creating unique and functional website designs for transit operators, authorities and other municipal organizations. Some of our clients include: AC Transit, Lextran, Butler County Regional Transit Authority, San Diego County Water Authority, San Bernardino County Transportation Authority, Solano Transportation Authority, Gold Coast Transit District, SunTran and Mojave Water Agency.

Authorized Officer: Tyler Coffin
Legal Company Name: Planeteria Media LLC
CA Micro Small Business Number: 1759443
Phone Number: 707-843-3773
Email: Tyler@planeteria.com

By signing this letter of transmittal, I attest that all information is true and correct. I acknowledge that we agree to the contract format included in the RFP and all of its requirements including liability insurance limits can be met. If any additional information is needed or if I can answer any questions, please let me know. I will be happy to be of assistance. You may reach me at 707-843-3773 or tyler@planeteria.com. This proposal will remain valid for 120 days. Thank you in advance for your consideration.

Regards,



Tyler Coffin - Sales & Business Development Director
Tyler@planeteria.com - 707.843.3773
110 Stony Point Rd Suite 225, Santa Rosa
www.planeteria.com

TAB ONE

QUALIFICATIONS & EXPERIENCE

FIRM OVERVIEW

Planeteria was founded in 1999 as a technology & marketing company and has 18 full time employees who specialize in website design/development, custom applications, e-commerce, content management systems, blogs & internet marketing (SEO/SEM/SMO). Utilizing the latest technologies - (ASP, .Net, C#, JavaScript, SQL, PHP and MySQL) – and Content Management Systems Drupal, Wordpress and Kentico. We have offices in Denver, Portland and our headquarters in Santa Rosa, CA. In California we are a certified Micro Small Business.

Our specialty is building high quality, modular, mobile and feature heavy websites for transit operators. We are a full service digital agency and we provide logo design, branding, website maintenance, hosting, e-commerce, SEO/SEM, social marketing, display and email marketing services. Our services and business are geared to support transit organizations and your unique challenge.

We build interactive experiences that bring riders to their destinations.

There are a lot of digital agencies on the planet for you to chose from. Denton County Transportation Authority should select Planeteria because of our unique combination of Our Team, Our Designs and Our Process. We call it the Planeteria Difference, broken down below:

OUR TEAM

- Blend of experience in design, content strategy, technology and customer service with public sector clients
- Strong experience working with transit operators & authorities.
- Vast experience in designing visually appealing and usable websites

OUR DESIGNS

Our designs differentiate us from the rest of the crowd. Our designs are timeless and simple yet elegant. They are unique, professional, attractive with bold and clean looks.

USABILITY OF WEBSITES

We put a strong focus on information architecture and user interface design and build websites with the end user in mind. We serve you so you can better support the people you serve, too.

OUR PROCESS

- Technology driven business practices
- Well-defined 8-step business process

TECHNOLOGY

Strong experience in implementation of Drupal Content Management System. We excel at recommending the right solution for your project. We have experience integrating several live bus tracking technologies (Avail Technologies, DoubleMap, Clever Devices and Trapeeze) and GTFS.

CUSTOMER SERVICE EXCELLENCE

We operate as an extended technology arm of our clients' organization and provide ongoing consulting/ advice on relevant website applications & possible process improvements using web technology.

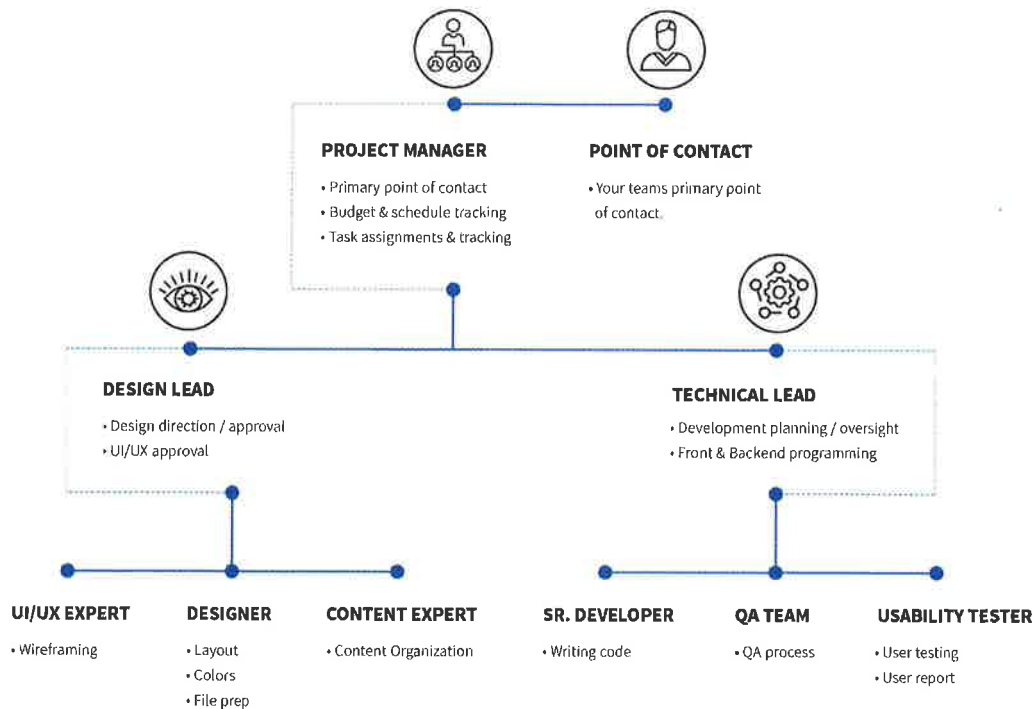
TRANSIT INDUSTRY EXPERIENCE

Transit and transportation is one of our focused verticals within municipal organizations. We also work with many cities, counties, housing authorities and parks and recreation departments. Planeteria has worked with transit organizations all over the country and below is a sampling. Feel free to reach out to any of these organizations, we have either designed and developed their digital platforms or are currently working on a project for them.



PROJECT ORGANIZATION CHART

Our goal is to make our clients' websites truly beautiful, but functionality and navigability are also important components of a beautiful user experience. From project outset, we work carefully with our clients to ensure that every aspect of the design, development and launch process goes according to plan. Initial meetings establish client needs and expectations so that development can proceed based on well-defined parameters. We do not require any sub-consultants, all tasks will be done by Planeteria in house. Below is the org chart that takes us from project concept to project creation.



DENTON COUNTY TRANSPORTATION AUTHORITY KEY PERSON-

We have a dedicated team of 18 experts who are ready to take on your project. We will not require any sub-consultants. Our robust creative, technical, content, and management teams collaborate closely to ensure that projects are executed seamlessly, while our team leads remain committed to delivering quality and facilitating communication. Below is a list of key personnel assigned to your project who have worked on several transit websites and have a deep understanding of the needs of different audience segments.



WYATT BENOIT

Project Manager, 8 years experience

Before joining Planeteria, Wyatt had mastered her project organization skills by building her own technology company. She designed systems operations including project management flows, set communication strategies writing pitch decks, and planned and oversaw the programming of the company's online interface. She has been Planeteria's project lead since 2015. Because of her abilities juggling diverse stakeholder interests, she specializes in working with our government clients. Recently she's conducted projects for Sonoma Access, Solano Transportation Authority, AC Transit, San Bernardino County Transportation Authority, LexTran and Butler County Regional Transportation Authority. When DCTA starts a new project, Wyatt will be the project manager to organize the project from start to finish.

Clients like Wyatt.

"Wyatt and the team have been amazing to work with and (we) really appreciate their efforts, flexibility and willingness to help make our site look amazing."

– Solano Transportation (California), Lloyd Nadal

For Solano, Wyatt was key in helping the client navigation what is often the most challenging task of a website redesign, content creation and organization. She pinpointed problem areas, provided word count guidance, and facilitated collaboration among the entire client/Planeteria team to get the content ready by launch.

"I take a holistic approach to projects, making sure that the core problem is addressed in everything we do."



TYLER COFFIN

Sales & Business Development Director, 13 years experience

Tyler has over 13 years of internet marketing experience helping businesses turn project ideas into a reality. Communicating website design needs can prove to be difficult, but Tyler prides himself on educating clients so they are co-creators with input and buy-in on the final product. He will initiate the scope of work, project contract/agreement and payment terms and will be the point of contact for post-launch support. Tyler is a graduate from University of California, Davis.

"We have enjoyed working with Planeteria over the past year and have been happy with your team's communication and work ethic."

– LexTran (Kentucky), Austin Hughes

Tyler will be your account manager and main point of contact for initiating new projects. If DCTA wants to start a new project, Tyler will provide cost and timeline estimates for DCTA. Upon approval, Planeteria will begin work.

SANDEEP MEHTA

Technical Director, 22 years experience



Sandeep has over 20 years of international experience managing creative technology projects. Before Brewhouse he served as director for process redesign at Citigroup and also as the managing director of a technology solutions company.

Sandeep has built over 100 websites for organizations across the country including many with a similar scope to the Butler County Transportation Authority. Recent clients include: Sonoma Access, Solano Transportation Authority,

AC Transit, San Bernardino County Transportation Authority, LexTran and Butler County Regional Transportation Authority.

"We see tremendous potential in this mapping analytics tool. Once fine-tuned, it will be a game changer for how we evaluate and modify Traffic Bus Routes! Thank you for your efforts on this enhancement!."

– RideTRAFFIX, Heidi Kenniston-Lee



HEIDI PEYSER

Senior Information Architect, 14 years experience

Heidi has over 16 years of experience with a unique blend of front-end development, UI/UX & Digital marketing. She is also very creative & has flair for writing. When sitting down with a client to map strategy, her end goal is to delivering the right solutions to support the clients needs and objectives as well as the unmet needs of the clients target audiences. Heidi is a Sonoma State graduate, & has a Masters degree in Arts. Recent municipal

projects include: Sonoma Access, Solano Transportation Authority, AC Transit, San Bernardino County Transportation Authority, LexTran and Butler County Regional Transportation Authority.

"Wyatt and Heidi - as we head into the launch of the new site, I just wanted to take a moment to thank you both for all your help on this project. I had a great time working with you both. You made the whole process a lot more fun!"

– New Hampshire Housing Finance Authority, Jane Law



BILL OLSON

Web Producer, 10 years experience

Bill has over 10 years of web development experience, his primary role is making sure new project designs and functionality meet expectations upon launch and beyond. He also serves as a main point of content for existing web site maintenance and support. Bill had part in a variety of recent Planeteria projects including Fumoto, I&E Construction, Hannah Boys Center, Solano Mobility, San Bernardino County Transit Authority, Belcampo and more. Bill has an Associate

degree in Interactive Media Design from the Santa Rosa Junior College.

"Thanks for all your hard work and being so attentive and responsive to all our needs. We really appreciate it!"

– San Bernardino County Transportation Authority, Nydia Doolittle

Support tickets are submitted to Bill. Content related support is handled by Bill or assigned to a content support team member. Technical or server related support tickets are distributed to technical support team members.



CHLOE STEINHOFF-SMITH

Senior Visual Designer, 11 years experience

For over a decade Chloe has been developing her design skills toward the goal of clear and compelling communication. Chasing that goal has provided her with unique opportunities for growth.

"My most significant learning has come from running my own business," she says. "I gained experience with leadership and management and was driven to stay ahead of trends in design and technology."

She continues that drive as Planeteria's lead visual designer. She spearheads the implementation of our user-guided design process and approaches all our project with a focus on user experience. Municipal clients such as Sonoma Access, Solano Transportation Authority, AC Transit, San Bernardino County Transportation Authority, LexTran and Butler County Transportation Authority have benefited from Chloe's UX expertise.

"Not only did Planeteria's design team deliver, the team made valuable suggestions on how to provide large amounts of dynamic content in an easy to find, uncluttered format. Our site has been well received by patrons of all ages and technological wherewithal."

- Basin Recreation (Utah), Justine Kadziel



KEEGAN ORTIZ-DEKRAMER

Senior Developer, 11 years experience

Keegan's philosophy in life is "talk a little, listen a lot, and then over-deliver on client expectations". He has been programming websites for eleven years, leading our development team since 2009, and brings a contagious enthusiasm to our projects.

He studied computer science at UC-Davis. His knowledge of server configurations has kept Planeteria's fully ADA compliant. Keegan has partnered with Sandeep on every recent Planeteria client including those listed in Sandeep's profile above.

"There are about 3,000 moving pieces that have to come together in the right order to complete a comprehensive web design project for a large-scale website. Thanks to the wonderful team at Planeteria, all those moving pieces came together on time and on budget, and we couldn't be happier with the end result."

- Clackamas County, Oregon, Jessie Kirk



MICHAEL IVORY

Transit Specialist Subject Matter Expert, 20 years experience

Michael has over 20 years of experience City government working with Santa Rosa Transit. His unique blend of experience from his storied career makes him a valuable asset of the Planetaria team. He has the rare experience of working in all levels of transit. Initially he worked in the front lines as a bus operator. He then pursued a career in transit administration with an emphasis on ADA compliance. In his role as a Transit Planner, Michael was responsible for the development of RFP's and vendor selection. Michael has a Masters degree from the University of San Francisco, several ADA compliance trainings and is a Air Force Veteran.

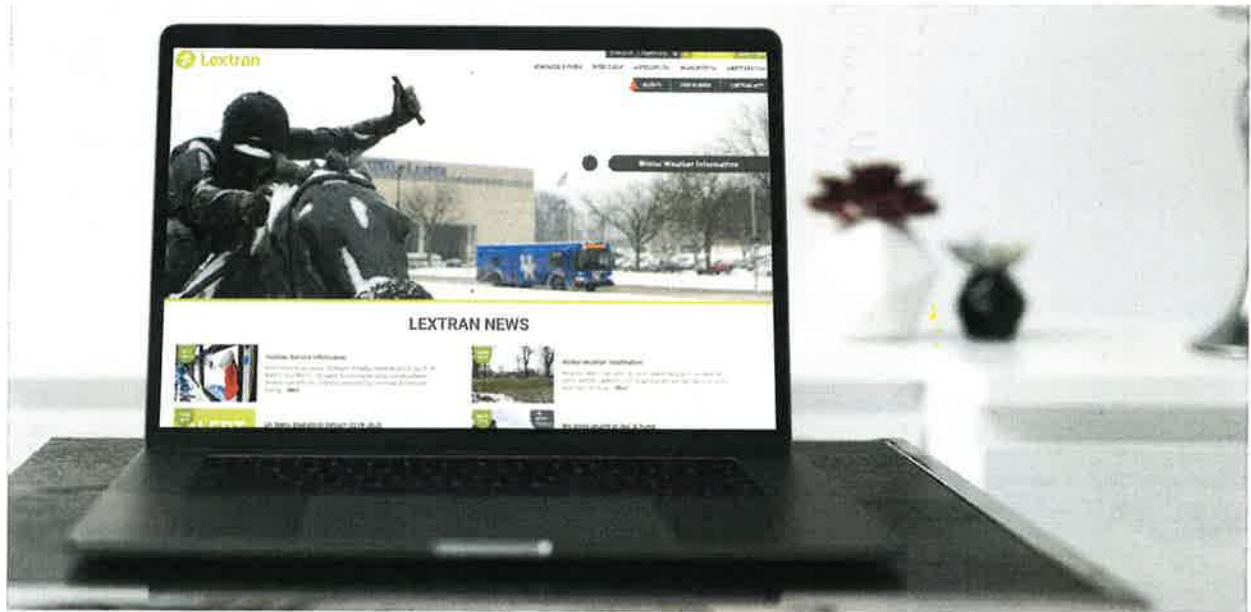


CESAR CUBAS

Content Specialist, 8 years experience

Cesar has been working with socially responsible organizations since 2012, specially in the non-profit sector. He has a background in Marketing and Social Entrepreneurship. He believes that real innovation can only happens when we offer human centered solutions while remaining true to our local community and the natural resources around us. Cesar is studying his Masters in Business Administration with Marketing Certificate Track at the University of Phoenix. His expected graduation date is September 2020. He has a B.A Humanities and Social Sciences from the Monterrey Institute of Technology and Higher Education

SAMPLE RECENT PROJECT



TRANSIT AUTHORITY OF LEXINGTON, KY

200 West Loudon Avenue, Lexington, Kentucky 40508

Austin Hughes P: 859.255.7756, E: ahughes@lextran.com

<http://www.lextran.com/>

Project Duration: On-Going Year: Expected Launch End of January 2019

BACKGROUND

(Lextran) is Lexington's public transportation system, providing service to residents of and visitors to Fayette County. It operates seven days a week with a total of 27 routes running from 5am until 12am. In addition to mainline and para- transit, Lextran contracts with the University of Kentucky and operates two routes around the campus. The public/rider testing and fully functional website is live and linked above.

THE PROJECT

Lextran under-went a brand audit and launched a new brand identity. As part of this re-brand, Lextran was seeking a qualified vendor to design and implement a new website. The focus of the website redesign is to: Incorporate the new brand identity; simplify the user experience with intuitive navigation; build on a platform that allows for simple content management; and ensure mobile responsiveness for all pages within the site. This project has a focus on providing real-time data using Avail Technologies live bus tracking. In addition, a robust and prompt rider alert feature was integrated with email and text messaging.

THE SOLUTION

Site map, wireframes, web style guide (colors/typography), mood-boarding, mock ups, WordPress CMS, mobile responsive, hosting and managed maintenance.

FUNCTIONALITY

Site search functionality, real time information, Avail Technologies live bus tracking, GTFS schedules/maps, video embedding/streaming, site admin roles/permissions, document archive, online forms, news/announcements, social media integration, rotating banners of photos/video, ADA compliant, multilingual and Google Analytics.

LEXTRAN HOME PAGE: BEFORE



LEXTRAN HOME PAGE: AFTER



LEXTRAN NEWS



Lextran's Response to Novel Coronavirus (COVID-19)

The health and safety of our passengers, employees, and community remain our number one priority at all times. Lextran is following guidelines from the Centers for Disease Control (CDC) and... [More](#)



City Sewer Project to Affect Bus Service on Avenue of Champions

The sanitary sewer replacement project underway by the Lexington Fayette Urban County Government is advancing further into the University of Kentucky campus area. Starting Monday, March 9, a portion of Avenue... [More](#)



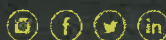
South Upper at Winslow Closure

The sanitary sewer replacement project underway by the Lexington Fayette Urban County Government will cause the closure of South Upper at 42 St. This closure will last from Friday, March 13... [More](#)



Lexington Public Library Earns 5 Star Rating

Our friends and community partners at the Lexington Public Library have earned a 5 star rating from The Library Journal. This prestigious rating is measured by how many people visit... [More](#)

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HOME PAGE

<https://lextran.com/>

Multi-level navigation using a visual hierarchy (colors & typography) to give prominence to the most important information. When the *ALERTS* button is clicked, a content block opens and displays current alerts and planned alerts. The *TRIP PLANNER* button links out to MyStop powered by Avail Technologies. The *LEXTRAN APP* button allows users to download the Apple or Android app.

ROUTES & SCHEDULES PAGE

<https://lextran.com/schedules-fares/bus-routes-schedules/>

The hero image map is automatically populated and color coordinated using the GTFS data provided by Lextran. This map is interactive and uses a custom visual map (not the standard Google Map layout). A PDF file is also available for download for users who prefer a PDF. Each route can be clicked for more detailed information, downloadable route specific PDF and a link to this specific route with detailed schedule and fare information.

SPECIFIC ROUTE PAGE

https://lextran.com/bus_routes/route-1-woodhill-drive/

This specific route page information is automatically populated with GTFS data including the interactive map and time table schedule information. The website administrator can easily add additional route information to enhance rider information. The manipulation and enhancement of this data we refer to as GTFS+.

CAREERS PAGE

<https://lextran.com/work-with-us/careers/>

Career opportunities page utilizes third party technology and is embedded into the website. To apply for an open opportunity, a visitor will click a link and fill out an application on the third party website.

PROCUREMENT PAGE

<https://lextran.com/work-with-us/procurement/>

The procurement page utilizes third party technology and is embedded into the website using BonFire. To view an open procurement opportunity, a visitor will click a link and interact with the BonFire platform.

GTFS+

GTFS defines the manner in which data for transit agencies is visually displayed on the internet, making transit schedules appear on websites and mobile apps. GTFS+ allows for editing of this intricate data. There are times when GTFS lacks certain details and GTFS+ is the tool we use to add details and enhance GTFS.

ON-GOING SUPPORT, SECURITY AND MAINTENANCE

As part of our on-going service level agreement (SLA), Planeteria provides a certain level of planned support on a monthly basis. This includes maintenance of all plugins, modules and third party integrations. Updating the CMS software when needed. Several content related updates every month. Planeteria also monitors the site for security scans, updates, unauthorized login attempts and more.

CREATIVE & TECHNICAL APPROACH

Our strategic approach is completely different than the template solutions offered by our competitors. We will implement a customized solution specifically designed to solve your most pressing needs based on these four core beliefs.

CLEAR GOALS

First we understand your practices and strategies so we can come to a clear definition of success. This will be the north star for our work together.

ROAD MAP TO SUCCESS

We begin by creating a clear project plan, identifying key players on both the client and Planetaria side. We clearly define roles, methods and systems for communication as well as clear timeline to keep the project on track and everyone in the loop. We understand that timelines can shift and plans can change; any adjustments to the project will be reflected in a modified Road Map. This ensures we all keep on top of things, no matter what.

ONLINE PROJECT HUB

We keep our team and the client's team organized with an online project management tool called Basecamp. Basecamp centralizes all project discussions, meeting notes, to-do lists, calendars, and documents, giving you clear access and oversight to our progress at every step.

WEEKLY MEETINGS

We believe the best work comes from strong relationships. We take the time to make presentations on a regular basis. We enjoy the robust discussions that come from spending time with our clients. We understand the value of face to face meetings.

Over the last 20 years, these four core beliefs have fueled hundreds of successful projects. They create a flexible structure that is a hybrid of strategic development and dynamic design. We've refined it into a succinct 8-phase process as follows:



DISCOVER

Work closely with you to understand the project goals and success factors.



DEFINE

Create comprehensive strategy to define website structure based on target needs.



DESIGN

Develop visual systems and creative concepts for a seamless user experience.



CONTENT

Coordinate with stakeholders to develop new content and/or migrate content from an existing site.



DEVELOPMENT

Programming and development of website using a suitable content management system.



REVIEW

Conduct design audits, quality assurance testing, and multi-browser and device testing.



TRAINING

Develop custom training material & conduct orientation. Planetaria will host an all day training bootcamp for DCTA staff.



LAUNCH & METRICS

Go live with an amazing new site! Install analytics to track progress post-launch.

PROJECT MANAGEMENT TOOLS

As a company that serves customers all over the country, we have a streamlined project management process that allows for plenty of meeting time throughout the life cycle of the project. When it comes to weekly check-ins, bench mark reviews, and other checkpoints, we utilize video conferencing, where we can share wireframes, graphics, presentations, and mockups in real time.

We believe client engagement is critical to any projects success. All primary meetings and decision-making processes are overseen by the dedicated project manager assigned to your project. You'll also be able to communicate directly with design and technical leads, as well as any other key team members wherever appropriate. Throughout the project, we schedule weekly check-ins and communicate regularly between meetings. We establish a clear decision-making path early on. We are careful to define goals for each meeting, clearly record decisions, and frequently remind the team of feedback opportunities and deadlines. Below are a couple of tools we use to effectively manage our project communication with you:



BASECAMP

All the projects are managed through an online project tool called Basecamp. With Basecamp, both our teams can share documents and media, track to-dos, stay up-to-date with schedules, and easily manage discussion topics. This tool will be used for the duration of the project and you will receive a quick training during the kickoff.



BUGHERD

For the Quality Assurance phase of the project, we use BugHerd. This online tool allows you to report issues by making annotations right from the site being worked on. It allows us to effectively turn your annotations into full reports with all the info we need to fix the problem and make sure your site is executed perfectly.



FRESHDESK

Our commitment is to ensure your team is fully supported post-launch. We use a client portal called Freshdesk that enables your to easily submit support tickets, or you can send a simple email to support@planeteria.com to reach our dedicated team. Either way, we are quickly and easily available to help. Before we reach the projects end, we provide a run-through for you to learn the submission process.

TECHNOLOGY: WEBSITE CONTENT MANAGEMENT SYSTEM

We have developed websites for municipal organizations using open-source technologies and they have proven to be powerful, flexible and scalable. WordPress, Drupal and Shopify are all web based, content management platforms that are great for the Denton County Transportation Authority. The functionality we incorporate ensures that riders and stake holders have easy access to information that is important to them and have the ability to interact with the DCTA in numerous ways on the website.

As your technology partner, we are CMS agnostic. WordPress and Drupal CMS options are written in PHP. The intricacy of both CMS platforms is the inspiration that drives our functionality plugins and modules. As such, our developers have developed custom technology for both platforms that DCTA can chose to incorporate with your new website. The main misconception is that WordPress, Drupal and Shopify are template websites. While some website design companies use templates, ALL websites designed by Planeteria are 100% custom while using a CMS as the software.

WordPress

It was initially developed in 2003 as a blogging tool and is the #1 CMS in the world. WordPress has grown and expanded over the last 15 years, and has become the world's most popular content management system with over 62 million installs. Over 30% of the Internet is now powered by WordPress. WordPress has made significant gains with municipal organizations and political leaders, Whitehouse.gov and 20 of the 22 democratic candidates for president all use WordPress.

Drupal

It provides a back-end framework for at least 2.3% of all web sites worldwide ranging from personal blogs to corporate, political, government sites and is the #1 platform for enterprise CMS's. The Drupal community is composed of more than 1.3 million members, including 109,000 users actively contributing, resulting in more than 39,000 free modules that extend and customize Drupal functionality and over 2,500 free themes that change the website look and feel.

Shopify

Shopify is a proprietary E-Commerce platform for online stores and retail point-of-sale systems. Shopify offers online retailers a suite of services "including payments, marketing, shipping and customer engagement tools to simplify the process of running an online store. It has more than 1,000,000 businesses in approximately 175 countries using its platform as of June 2019, with total gross merchandise volume exceeding \$41.1 billion for calendar 2018.

These platforms are used for all types of websites and are the leaders for business & municipal content management systems (CMS). They have an easy-to-use, browser based application that allows you to publish pages and blog posts, edit and manage pages, upload images, embed videos and keep your site updated. WordPress, Drupal and Shopify software can be fully optimized for search engines, which means your website gets found quickly and comes up in searches more often.

SERVICES & FUNCTIONALITY LIST

We understand you need a visually attractive, interesting, dynamic, unique website that represents your unique DCTA. From our experience DCTA website will also need accessible, reliable and highly functional that can provide useful, relevant and current information. Below is a list of functionality options we have integrated for other clients. We will provide best practices for the implementation for each option below.

The tools below can also be incorporated as we see many clients request several of these options:

Graphic Design	Disaster Recovery	Online Payments
Responsive Design	Contact Us Form	Online Polling
Accessible Compliance	Department Pages	Photo Slideshows
ADA Compliance	Document Archive	Remote Login
W3C Accessible	Document Storage	RFP Posts
WCAG 2.0	E-Notifications	RSS Feeds
User Admin	E-Newsletter	Service Directory
Hosting	Emergency Alert	Single Sign-on
Google Analytics	Emergency Home Page	Social Media Integration
Admin Dashboard	Event Calendar	Social Media Posting
Auto Sitemap	Event Registration	Staff Directory
Content Expiration	Extranet	Streaming Video
Content Management	Facilities Reservation	Content Tagging
Content Preview	FAQ Tool	Page Templates
Content Scheduling	Form Creator	PDF Conversion
Hyperlinking	GIS Mapping	Spell Check
Menu Updates	HTML Code Viewing	Support Access
Online Help	iFrame Functionality	WYSIWYG Editor
Training Videos	Image Management	Workflow Approval
Directory Integration	Intranet	Content Categories
Internal Site Search	Language Translation	Login History
Apply for Permits	Mapping	User-friendly URLs
Blogging	Mega Menus	SSL Certificate
Business Directory	Mobile Design Editor	Multi Browser Support
Calendar	News Posting	DDoS Mitigation

TAB TWO

PROJECT APPROACH

WEBSITE SUPPORT SERVICES

Here is an overview of the project and how we plan to meet the scope of work. We understand timelines overlap, flexibility and we are experts at balancing and prioritizing all of your needs. Throughout the lifetime of the project, we will provide deliverables and collect feedback with regular communication and documentation.

Below is a sample schedule estimate:

PHASE I: ON-BOARDING

apx. 2 months

I. Kick-Off

During our kickoff meeting, we will conduct a full site-walk-through to solicit feedback from your primary stakeholders to further analyze the needs and opportunities for your existing site. We will also review the relevant questionnaire responses, existing analytics, status of your content and any other relevant material.

Deliverables: Analytics Review, Revised Project Plan

Client Responsibilities: Provide Stakeholder Feedback, Questionnaire Responses, & Other Requested Materials

II. Creative Brief

Based on a comprehensive questionnaire, stakeholder feedback from the kick-off, RFP and written proposal we will provide a creative brief. The brief will outline and define your brand, target audience, project goals and more in the context of this project.

Deliverables: File of Creative Brief

III. Website Audit

Planeteria will conduct several comprehensive audits that will give a better picture of the health of the site. First Planeteria will need access to the existing CMS platforms in order to provide recommendations. Second we will review Google Analytics to identify trends. Next we audit existing SEO strategy, including page titles, meta tags/descriptions and more along with running a broken link check scan of the website. The final few test we run are mobile testing, browser testing and ADA compliance testing.

Deliverables: Written report of website audit

Client Responsibilities: Provide access to various DCTA platforms (Drupal, WordPress, Shopify, Google Analytics, etc.)

IV. Project Opportunities List

After the website audit, we will have a understanding of the websites strengths and weaknesses. With DCTA we will create and prioritize a future project opportunities list. This list will help guide future projects for the next year.

Deliverables: Opportunities priority list
Client Responsibility: Review list

PHASE II: ON-GOING SUPPORT

3 years

I. Security Standards

- Redundant network monitoring will be provided 24x7x365 and an automated notification system can be implemented in the event of an interruption.
- Monitoring and reporting will detail response times, system use and capacity, concurrent users and system errors. Hacking, intrusions and other incident reports can be generated.
- Should a DDoS attack be detected and confirmed, we will provide a mitigation service.
- A DDoS solution typically involves: The first things to do in DDoS mitigation is to identify normal conditions for network traffic by defining "traffic patterns", which is necessary for threat detection and alerting.[2] DDoS mitigation also requires identifying incoming traffic to separate human traffic from human-like bots and hijacked web browsers. The process is done by comparing signatures and examining different attributes of the traffic, including IP addresses, cookie variations, HTTP headers, and Javascript footprints. After the detection is made, the next process is filtering. Filtering can be done through anti-DDoS technology like connection tracking and IP reputation lists.
- Planeteria will deploy updates across the platform, including 3rd party apps and modules. Some updates can break apps, so updates need to be performed with caution.
- Firewalls will be deployed when necessary to block ports to virtual platforms and web resources.
- Antivirus protection from malware.

II. Managed Maintenance & Support

On going maintenance is highly recommended for all our projects with Planeteria's *Managed Maintenance Plan*. For one fixed cost your site will be protected, secure and monitored 24/7. The *Managed Maintenance Plan* fees begin after the launch of the live website and includes:

- Planeteria staff is accessible via phone Monday through Friday 6 AM to 6 PM PST and tickets can be submitted 24/7 via the online ticketing portal. In the event of an emergency, DCTA staff will have 24/7 emergency contact information for Tyler Coffin & Sandeep Mehta.
- Any client-requested site modifications requiring less than 1 hour of time. Four (4) requests per month.
- Health check analysis reports will be sent on a monthly basis.
- Quarterly strategy & review sessions to identify new functionality options & opportunities.
- Trainings as requested up to three per year.
- Unlimited incoming bandwidth.

- Remove malicious code (if the site gets hacked).
- Standard backups
- Online support and support materials are available 24/7.
- 1 week notice for any maintenance and 24 hours notice for any critical maintenance.
- SSL Certificate will be included.
- A Disaster Recovery (DR) plan is mission-critical for any organization. Planeteria offers DR options that meets the needs of your organization, ensuring business continuity. We offer Disaster Recovery as a service solution to help mitigate the downtime caused by server crashes, ransom-ware attacks, or natural disasters. Daily backups of the website are generated and maintained off-server for 30 days. In the event that the website is down due to website issues (hacked, corrupted, incorrect updates by user or developer, etc), the latest non-affected backup can be restored and any vulnerabilities/exploits patched and resolved. In the event of server down-time, the server provider would be contacted to help determine the issue. In the event that the server was non-salvageable, a new server would be set up and the website would be migrated to this new server (or if the old server is inaccessible, then the website would be restored from latest backup.
- Eliminate Downtime and Data Loss – whether it's a routine server crash or a site-wide disaster, unplanned downtime comes with serious consequences. Our solution can dramatically reduce your downtime.
- Ransom-ware Insurance – quickly recover from a ransom-ware attack without ever having to pay a ransom. You will also have peace of mind knowing that your site is backed up daily, ensuring no data loss. 24/7 emergency support, on-line status monitor, event notification emails and 5 minute recovery time. In the event the primary data center has an outage, the recover time objective (RTO) is 60 minutes, recover point objective (RPO) is 15 minutes, pre-emptive monitoring for disasters, multi geographic region redundant backup data center.

III. In Wordpress or Drupal CMS:

- Two-factor authentication system
- Change the pre-fix of the databases
- Restrict database user privileges
- Move and secure wp-config.php file
- Lock down directories when possible
- Change the default login URL
- Remove default admin user and regular review of registered users
- Use well-known and trusted plugins and modules
- Install security related and monitoring plugins and modules
- Make sure that any custom inputs in your CMS sanitize and validate data so malicious code can't be inserted or injected into your site

If there is a breach:

- Clean up the files or revert to backup if necessary (backups made daily)
- Identify and close out vulnerability

IV. Software

- Drupal Version 7.67 or 8.7.1 or WordPress 7.2.2 (depending on discussions during discovery)
- No licensing fees required
- Software Version upgrades during the life cycle of the website

- All source code, graphics and any other web content will be the property of DCTA

V. Response Times

- All urgent requests are responded to within 2 hours.
- High priority requests - one business day
- Medium priority requests - two to three business days
- Low priority requests - five to seven business days

PHASE III: APPROVED PROJECTS

on-going

I. Project Selection

Based on discovery and the project priority list, we will present project options. These options will have timelines, work hour estimates, deliverables and costs. Planeteria will not start any work until written approval is provided by DCTA.

DEMO SITE

We have several development sites that we can share during a product demonstration or vendor interview. As a company, our policy to not to give out usernames and passwords to these development sites.

TRAINING

Planeteria hosts a hands-on training where administrators interact and practice modifying content in a testing environment. For this training session we invite DCTA staff to our Santa Rosa offices in beautiful wine country for a four hours per day, two day long boot camp. If requested, trainings can be conducted in person at DCTA facilities. Training sessions can be requested up to three times per year for new employees or as refreshers.

Training Video Library/User Manual

Post training we record and host screen cast tutorials explaining CMS functionality for your reference and training new employees. These will be searchable and hosted on a private YouTube channel. Planeteria will also provide hard copy training manual as well as digital soft copies that can be updated.

On Going Training Opportunities

Training can be requested by the client up to three times per year.

Example Training Library

TRAFFIX - Route Alerts: <https://www.youtube.com/watch?v=Hvcase3MHh8>

Sample Training Agenda

Basic Administrator Training (How to)

- Sign-in
- Create User
- Assign Roles

Content Editor Training (How to)

- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external website
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as a Draft
- History of the page content (content archive)
- Create a online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events

Training for specific custom post types include:

- Alerts
- Events
- Meetings
- Blog posts
- Transit S.M.A.R.T. tools administration
- News
- Staff
- Boar meetings
- FAQs
- RFPs
- Jobs
- And more

WORK SAMPLES: TRUSTED BY THE TRANSIT INDUSTRY



SOLANO TRANSPORTATION AUTHORITY

One Harbor Center, Suite 130 Suisun City, CA 94585

Lloyd Nadal P: 707.823.1153, E: lnadal@sta.ca.gov

<http://www.solanosr2s.ca.gov/>

<https://sta.ca.gov/>

<https://www.solanomobility.org/>

Project Duration: 8 months Launch: February 2018 - Current

Award: Hermes Creative Award for Exceptional Municipal Design 2018

BACKGROUND

The Solano Transportation Authority (STA) launched the Solano County Safe Routes to School program in 2008. The SR2S program offers a wide range of FREE programs, activities and events for schools. The Solano Mobility Program is a program of the STA where staff work to support the transportation needs and services of all Solano County residents including commuters, employers, older adults and people with disabilities.

THE PROJECT

Planeteria has taken three disorganized websites with poor user experience and upgraded and enhanced every website feature. Each website now has a common layout and structure creating continuity between the family of websites. These three projects went through the full Planeteria Process of website design. The final product is not only visually appealing but highly functional for website visitors.

THE SOLUTION

Project questionnaire, site map, wireframes, web style guide (colors/typography), mood-boarding, mock ups, WordPress CMS, mobile responsive, hosting and managed maintenance. All these projects were delivered on time and did not exceed the "not-to-exceed" original quote.

FUNCTIONALITY

News & events, social media integration, custom calendar integration, integrated an existing SR2S Google map, emergency alerts, site search functionality, video embedding/streaming, document archive, online forms, ADA compliant, Google Analytics, mobile responsive, language translation, ongoing maintenance and hosting.



BUTLER COUNTY REGIONAL TRANSIT AUTHORITY

3045 Moser Ct, Hamilton, Ohio 45011

John Gardocki P: 513.785.5378, E: gardockij@butlercountyrta.com

<https://www.butlercountyrta.com/>

Project Duration: 6 months Year: February 2020 - Current

BACKGROUND

Butler County Regional Transit Authority (BCRTA), is the Butler County, Ohio transit system, providing service to residents and visitors in areas such as Hamilton, Middletown, Oxford, and Fairfield. Transit services include fixed and commuter routes, ADA paratransit, and BGO (door-to-door flex service)

THE PROJECT

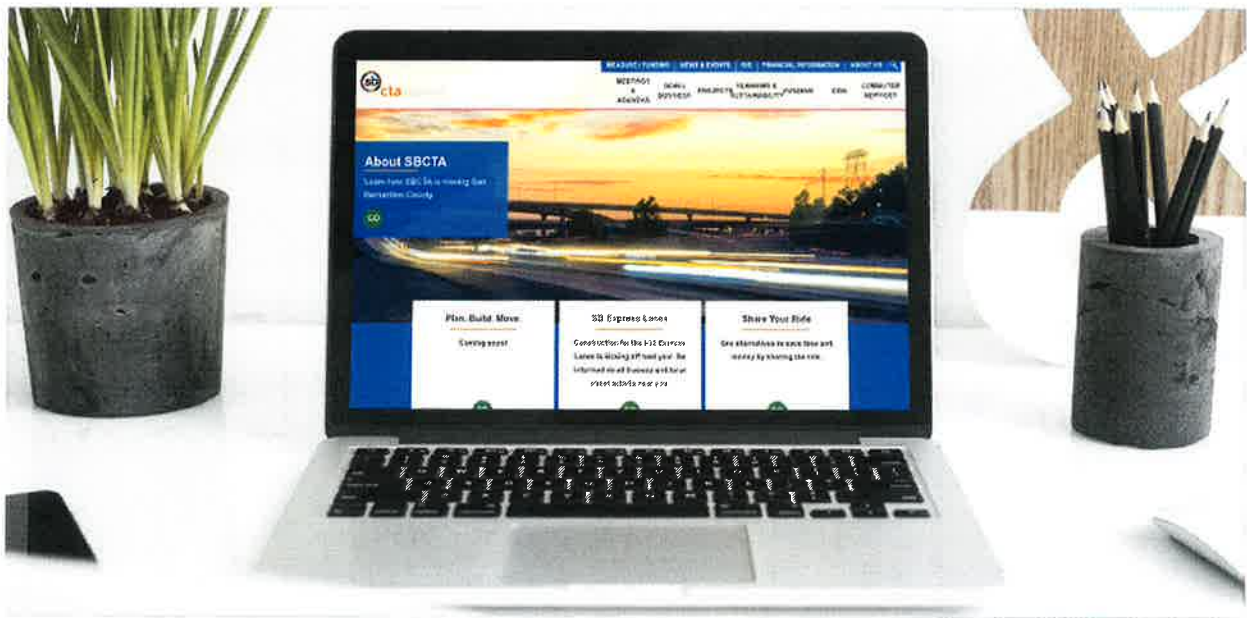
BCRTA needed Planetaria to design and implement a new website to enhance the user experience, simplify content management, and provide better information and customer service to users and potential users of the transit system. The emphasis is on incorporating extensive content management tools and database-driven architecture while providing a user-friendly and intuitive site structure as well as an interface that is attractive, accessible to people with disabilities (especially those with visual impairments) and offers users a choice of either English or other languages. Making the website mobile friendly is also desired so that users are looking at the same content in both web and mobile formats.

THE SOLUTION

Project questionnaire, audience needs assessment, site map, wireframes, web style guide (colors/typography), mood-boarding, mock ups, WordPress CMS, mobile responsive, hosting and managed maintenance. This project were delivered on time and did not exceed the "not-to-exceed" original quote.

SERVICES PROVIDED

Site search functionality, real time information, DoubleMap live bus tracking, GTFS schedules/maps, video embedding/streaming, site admin roles/permissions, document archive, procurement, online forms, news/announcements, social media integration, rotating banners of photos/video, ADA compliant, multilingual and Google Analytics.



SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

1170 West Third Street, 2nd Floor, San Bernardino, CA 92410

Nydia González P: 909-884-8276 E: ngonzalez@gosbcta.com

<http://www.gosbcta.com>

Project Duration: 8 months Year: October 2019 - Current

BACKGROUND

Serving more than 2.1 million residents of San Bernardino County, the SBCTA is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system county-wide. Their mission is to enhance the quality of life for all residents in San Bernardino County by:

- Improving cooperative regional planning
- Developing an accessible, efficient, multi-modal transportation system
- Strengthening economic development efforts
- Exerting leadership in creative problem solving

THE PROJECT

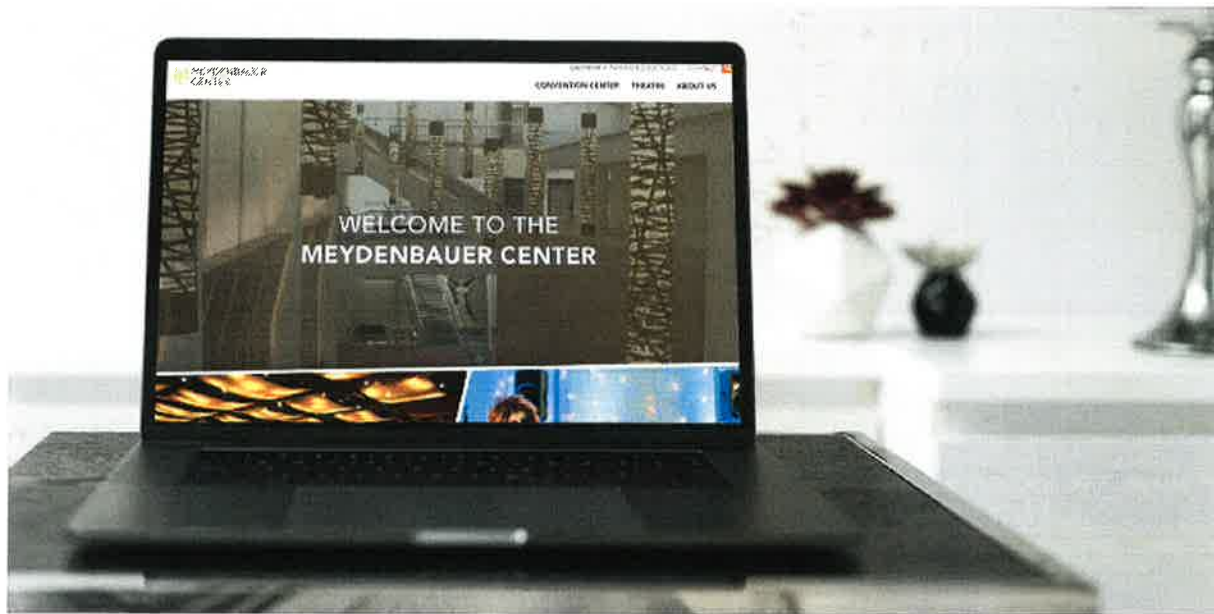
This project started with an ADA compliance audit to confirm the need for a brand new website. Fixing the ADA issues on the old site would be time consuming and expensive because of the old technology the site was developed with. SBCTA elected to start a website from scratch with a new site map, content organization, visual design and CMS technology to allow for control of content by non-technical staff utilizing SBCTA branding and style guide.

THE SOLUTION

ADA Audit, Site map, wireframes, web style guide (colors/typography), mood-boarding, mock ups, WordPress CMS, mobile responsive, hosting and managed maintenance. This project were delivered on time and did not exceed the "not-to-exceed" original quote.

FUNCTIONALITY

News & events, social media integration, custom calendar integration, emergency alerts, site search functionality, video embedding/streaming, document archive, online forms, ADA compliant, Google Analytics, mobile responsive, language translation, ongoing maintenance and hosting.



MEYDENBAUER CENTER

11100 NE 6th St, Bellevue, WA 98004

Devon Allen P: 425.450.3720, E: dallen@meydenbauer.com

<https://www.meydenbauer.com>

Project Duration: 7 months Launch: Expected December 2019

Key Personnel: Brian Lee, Wyatt Benoit, Chloe Steinhof-Smith, Heidi Peyser, Sandeep Mehta, Keegan Ortiz-Dekramer

BACKGROUND

Meydenbauer Center opened in 1993 as the Greater Seattle area's second largest convention facility. Meydenbauer Center was built to grow and sustain Bellevue's economic vitality. The Center includes 54,000 square-feet of event space including 36,000 square foot Center Hall, and nine meeting rooms totaling 12,000 square-feet. Also included is a 2,500 square-foot Executive Conference Suite as well as a 410 seat performing arts theatre. Meydenbauer Center is owned and operated by the Bellevue Convention Center Authority (BCCA), a public development authority.

THE PROJECT

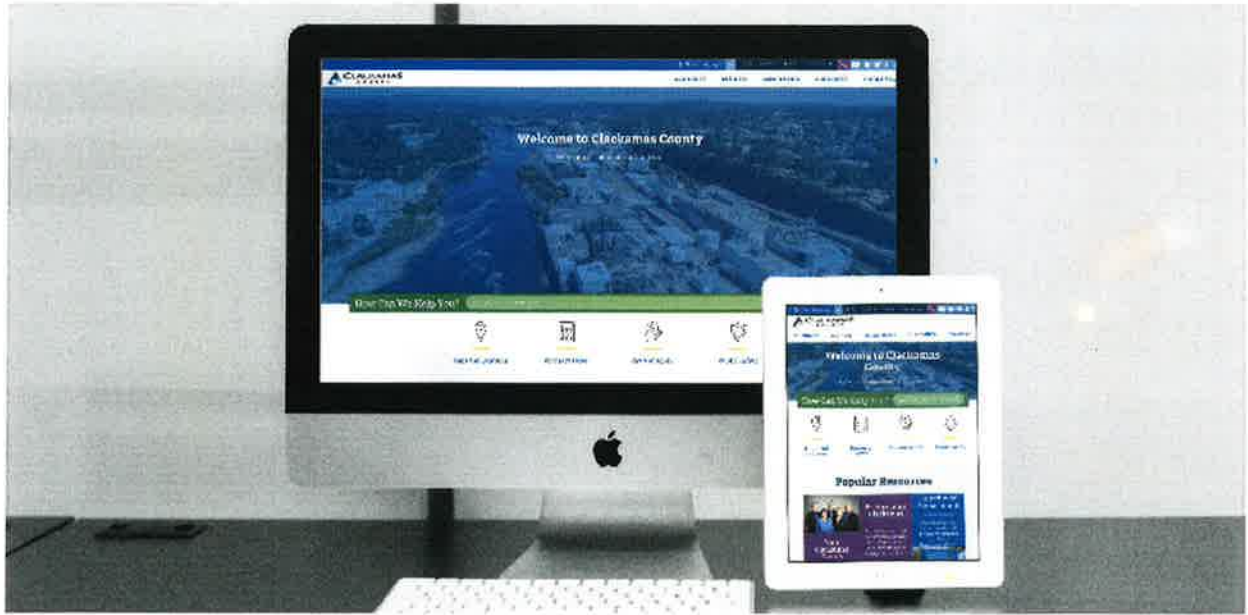
Meydenbauer wanted a design with unique shapes, animations and the ability to apply those to design elements in a page builder format. The hero images on several web pages include a looping videos. They required integration with their exhibitor services ordering system into the site as well as streamline the new look and feel with a proposal building platform. The new site architecture needed to appealed to both potential customers and their event attendees.

THE SOLUTION

Audience needs assessment, site map, wireframes, web style guide (colors/typography), mood-boarding, mock ups, WordPress CMS, mobile responsive, hosting and managed maintenance.

SERVICES PROVIDED

News & events, social media integration, custom calendar integration, procurement, emergency alerts, site search functionality, video embedding/streaming, looping video in hero banners, document archive, online forms, ADA compliant, Google Analytics, mobile responsive, language translation, ongoing maintenance and hosting.



CLACKAMAS COUNTY

2051 Kaen Rd, Oregon City, Oregon 97045

Jessie Kirk P: 503.742.5916, E: JKirk@clackamas.us

<https://www.clackamas.us/>

Project Duration: 9 months Year: 2019 - Current

Key Personnel: Wyatt Benoit, Chloe Steinhof-Smith, Heidi Peyser, Sandeep Mehta, Brian Lee

BACKGROUND

Clackamas County is Oregon's third-most populous county. The county was named after the Native Americans living in the area, the Clackamas Indians, who were part of the Chinookan people. Since the county's creation, agriculture, timber, manufacturing, and commerce have been the principal economic activities. Mount Hood, the only year-round ski resort in the United States and the site of Timberline Lodge, is a major attraction for recreation and tourism. The mountain and its rivers and forests offer outdoor recreation activities, from skiing and rafting to fishing and camping.

THE PROJECT

Planeteria was hired for website design and development services for the county's 2,000+ page website that receives more than 2 million visits per year. With a site over 2,000 pages, the content reorganization was essential. A unique challenge to this project was the County has over 40 different departments and divisions all of which needed unique department pages with an overall look and feel that created uniformity throughout the site but also provides levels of flexibility in what they could post and where.

THE SOLUTION

Audience needs assessment, site map, wireframes, web style guide (colors/typography), mood-boarding, mock ups, Drupal CMS, mobile responsive, hosting and managed maintenance.

SERVICES PROVIDED

News & events, social media integration, custom calendar integration, procurement, emergency alerts, site search functionality, video embedding/streaming, document archive, online forms, ADA compliant, Google Analytics, mobile responsive, language translation, ongoing maintenance and hosting.

TAB THREE

REFERENCES

REFERENCES

1. **Solano Transportation Authority** – Lloyd Nadal – lnadal@sta.ca.gov –
707-399-3219 – 3 Websites - <http://www.solanosr2s.ca.gov> (Launched February 2018),
<https://solanomobility.org> (Launched February 2019), sta.ca.gov (Launched March 2019)
1 Harbor Center # 130, Suisun City, CA 94585
2. **RideTRAFFIX**– Heidi Kenniston-Lee – hkennistonlee@sanramon.ca.gov –
925-973-2649 – Website launched April 2019 - <https://www.ridetraffic.com/> -
2401 Crow Canyon Road, San Ramon, CA 94583
3. **Livermore Amador Valley Transportation Authority** – Michael Tree – mtree@lavta.org –
925-455-7500 – Website launched October 2015 - <http://www.wheelsbus.com/> -
1362 Rutan Ct # 100, Livermore, CA 94551
4. **San Bernardino County Transportation Authority**– Nydia González – ngonzalez@gosbcta.com –
909-884-8276 – Website redesign in progress - <http://www.gosbcta.com> -
1170 West Third Street, 2nd Floor, San Bernardino, CA 92410
5. **AC Transit** – Darrell Takara – dtakara@actransit.org –
510-891-7108 – Website redesign in progress - <http://www.actransit.org> -
1600 Franklin St, Oakland, CA 94612
6. **LexTran**– Austin Hughes – ahughes@lextran.com –
859-255-7756 – Website redesign launched February 2020 - <http://www.lextran.com> -
200 West Loudon Avenue, Lexington, Kentucky 40508
7. **Experience Works** – Marianne Ferguson – mferguson@experienceworks.org –
703-682-2515 – Website launched March 2018 - <http://www.experienceworks.org> -
4401 Wilson Blvd, Suite 210, Arlington, VA 22203
8. **Boston Housing Authority** – David Seldin – david.seldin@bostonhousing.org –
Website redesign launched June 2019 - <https://www.bostonhousing.org/> -
52 Chauncy Street, Boston, MA 02111 - New Site in Development
9. **Lowell Housing Authority** – Andrew Rocha – arocha@lhma.org –
Website redesign launched February 2019 - <https://www.lhmaorg/> -
350 Moody Street, P.O. Box 60, Lowell, MA 01853-0060
10. **New Hampshire Housing Finance Authority** – Jane Law – jlaw@nhhfa.org -
Website redesign launched November 2019 - www.nhhfa.org/ -
PO Box 5087, Manchester, NH 03108
11. **Butler County Regional Transit Authority** – John Gardocki – 513-785-5378 – gardockij@
butlercountyrta.com – Website redesign launched February 2020 - www.butlercountyrta.com -
3045 Moser Ct, Hamilton, Ohio 45011

TAB FOUR

COST

TAB FIVE

ATTACHMENTS

ADDENDA ACKNOWLEDGMENT

1. Addenda #1 - 2/27/20
2. Addenda #2 - 3/1/20
3. Changes made February 13th, March 3rd and March 4th.

S.M.A.R.T TRANSIT TOOLS

TRANSIT OPERATOR SUITE OF SERVICES

As a transit operator your website requires a specific set of functionality needs. This includes Schedules, Maps, Alerts, Real Time and Trips, which we refer to as SMART Transit Tools. At Planeteria we aim to make the administration of these features easy.



SCHEDULES

GTFS files will be imported into the CMS, enhanced and automatically visually displayed to the rider on the website in our proprietary TranSchedule module. This automated process saves DCTA staff hours of data entry and it displays schedules in a ADA compliant and mobile responsive way.



MAPS

Riders have an expectation that maps should be interactive on DCTA website. A system-wide, big picture route map will give riders a macro overview of DCTA transit system utilizing Google Maps. Using our TranMap module the map will not only be clickable and interactive, but the map can incorporate DCTA visual branding. The map will also update when GTFS is updated. PDF maps will also be made available for download.



ALERTS

A scheduled alert for a specific route is critical information to be distributed to riders. Regular transit riders rely on these alerts in order to get to their destinations on time. The TranAlerts module prominently displays upcoming service alerts, with publish and un-publish dates and provides a call-to-action for riders to sign up for future text or email alerts for this route.



REAL TIME

Prime home page real estate, above the fold will be given to live bus tracking and real-time information. Our TranRealTime module will leverage live bus tracking using DoubleMap, Avail Technologies, Clever Devices or Transit Master.



TRIPS

Trip planning is the most utilized tool and most visited page on most transit websites followed by individual route pages. An easy and simple trip-planning experience, serving up all of DCTA public transportation services our TranTrip module.

Colors

AGENCY COLOR SYSTEM

03

Primary Color System and Color Codes

Color plays an important role in the SBCTA agency identity program. The colors below are recommendations for various media. A palette of primary colors has been developed, which comprises the "Colors and Mark" color scheme.

Consistent use of these colors will contribute to the coherent and harmonious look of the SBCTA brand identity across all relevant media. Check with your designer or partner when using the agency colors to ensure consistency.

Color System

Warning:
This document has been printed digitally on coated ink screen and therefore the colors on these pages may not be 100% accurate reproduction.

SUN ORANGE



SAND RED



BLUE SKY



GREEN GRASS



SILVER ROAD



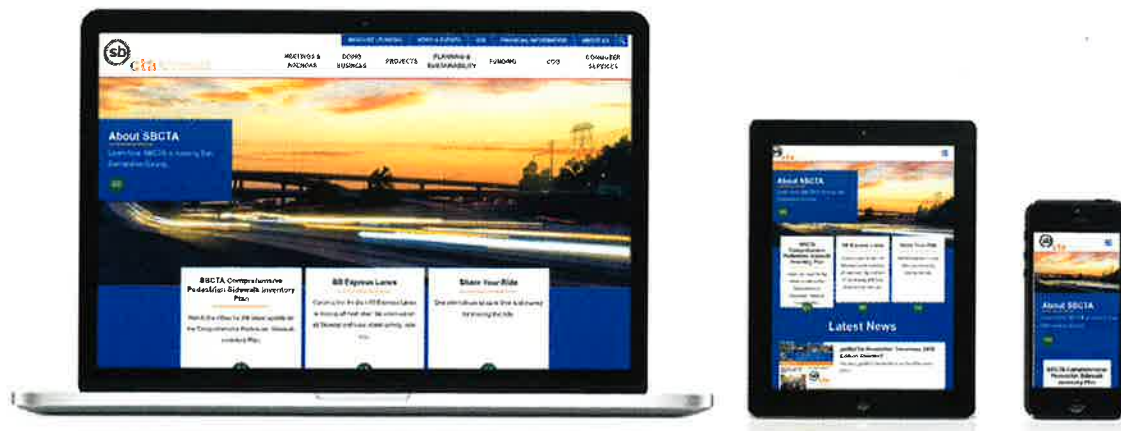
BLACK



SAMPLE RESPONSIVE DESIGN

Below is a sample of responsive design completed for San Bernardino County Transportation Authority. Our mobile websites are built to respond the device the website is being viewed on by using different design break points. The website is designed for laptops, desktops, horizontal tablets, vertical tablets, horizontal phones and vertical phones. The designs are tested in all formats in the most popular browsers (Chrome, FireFox, Safari, etc).

Responsive Design



ADA COMPLIANCE

The Americans with Disabilities Act (ADA) was introduced in 1990 to help the millions of Americans who live with disability. In everyday life, it ensures accessibility in public places and protects against discrimination. But did you know these requirements apply not only to public places, but cyber spaces as well? We embed ADA compliance in all project stages starting with visual design compliance and continuing through to technical compliance and continued compliance post launch.

BENEFITS OF ADA COMPLIANCE

- It's the Law. It's better to be safe than sorry!
- Total Accessibility. Accessibility means everyone can visit your site and that content can be interpreted and consumed in various ways. It creates more visitors and an improved image for your firm or company.
- Enhanced Usability. ADA compliance also requires that website content flows in a logical manner and meets the latest coding standards. It can even improve Search Engine Optimization (SEO).

HOW WE ACCOMPLISH COMPLIANCE

Accessibility often naturally flows from good design. This means that DCTA website should be designed to deliver a great experience for all its visitors, whether or not they have a disability. Following are some principles we follow:

- Color Contrasting - design for sufficient contrast between the color of the text and the color of the background; Avoid putting a light font color on a light background;
- Fonts – use fonts that are easy to read; and make fonts larger
- Use Alt Image Text - Make sure the images on your website have descriptive alt tags. Alt tags are used by screen readers, players, and voiceovers to describe elements on a website to users.
- Analyze Site Logic Flow - make sure that forms on your site are labeled properly and make sure that form fields are in a logical tab order to make your site accessible to those who can't use a mouse
- Headings - Use headings correctly to organize the structure of your content.
- Links - Give your links unique and descriptive names. (Example: Try not to say: "Click here to read about our company."; instead say "To learn more about our company, read About Us."
- Add captions for Video & Audio Content- Videos or Audios on your site should be close captioned so that those with hearing disabilities can follow along
- Content management System – if you are about to build a new website, choose a content management system that supports accessibility. Common examples include Drupal and Wordpress, but there are many other options available.

RISKS OF NON-COMPLIANCE

Whether you are a digital publisher with massive web traffic, a small local business or a municipal organization you need to be aware of ADA compliance and the risks of not complying with the law. Simply put, DCTA could face a lawsuit if a person with a disability claims they cannot access your website. The result of this can range from:

- Legal fees
- Possible settlement
- Potential PR problems
- The cost of rebuilding your website

The most common non-compliance issues deal with plaintiffs with a disability not having access to content on your website, not being able to complete an ecommerce purchase and not being able to complete an online job application. ADA compliance lawsuits have been trending up for several years. In 2015 there were 57 website accessibility lawsuits. In 2016 there were 262. In 2017 there were over 432.

SEARCH ENGINE OPTIMIZATION - SEO

Search engine optimization (SEO) is the practice of increasing the quantity and quality of traffic to your website through organic search engine results. To understand what SEO really means, let's break that sentence down and look at the parts:

- Quality of traffic. You can attract all the visitors in the world, but if they're coming to your site because Google tells them you're a resource for Apple computers when really you're a farmer selling apples, that is not quality traffic. Instead you want to attract visitors who are genuinely interested in products that you offer.
- Quantity of traffic. Once you have the right people clicking through from those search engine results pages (SERPs), more traffic is better.
- Organic results. Ads make up a significant portion of many SERPs. Organic traffic is any traffic that you don't have to pay for.

ANALYSIS & AUDIT

- Website Analysis
- Competitor Analysis
- Keyword Analysis
- Keyword Optimization
- SEO Work Plan
- SERP's Report (Keywords)
- Google Penalty Check
- Initial Back link Analysis
- Initial Alexa Rank & Page Rank Analysis
- Initial Traffic Analysis
- Duplicate Content Check

ON-PAGE OPTIMIZATION

- Website Structure Optimization
- Title Optimization
- Content Optimization
- Anchor Text optimization
- Heading tag optimization
- Internal Linking Creation
- Image Optimization
- Meta tag creation & Optimization
- HTML Sitemap creation
- Google Analytics Setup & Monitoring
- Google webmaster creation & Monitoring
- XML Sitemap Creation
- Robots.txt Optimization
- Keyword consistency Analysis
- Flash Analysis

ON-PAGE OPTIMIZATION [CONTINUED]

- Indexed Pages Analysis
- Internal Pages Analysis
- Popular Pages Analysis
- In-Page Links Analysis & Optimization
- Broken Link Optimization
- Broken Links Analysis
- Backlinks Counter
- URL Rewrite
- URL Optimization
- Custom 404 error page setup

OFF-PAGE OPTIMIZATION (POST LAUNCH)

- Manual Relevant Directory Submission
- Manual Search Engine Submission
- One way link building
- Reciprocal link building
- Article submission
- Blog Post
- Document Sharing
- Classified ad post
- Social Bookmarking
- Forum Participation
- Question and answers
- Local Business Listing
- Image Promotion & Submission
- Press Release Submission
- Info Graphics (through out the course)
- Social Media Marketing
- Facebook Page creation
- Facebook, LinkedIn & Twitter posts

TAB SIX

APPENDIX



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
Planeteria Media

2. Doing Business As (other business name if applicable)

3. Federal Tax ID Number
45-4957640

4. Business Mailing Address (include City/State/Zip Code)
110 Stony Point Rd #225, Santa Rosa, CA 95401

5. Business Email Address

6. Business Telephone 707-843-3773 Business Fax Number

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
20

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).

Sandeep Mehta - 50%
 Renu Chadda - 50%

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 Tyler Coffin
 Title Sales & Business Development Director
 Signature of Owner *Tyler Coffin*
 Date 9/16/20
 Email Address tyler@planeteria.com

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

NON-COLLUSION AFFIDAVIT***This affidavit must be completed and submitted with the bid/proposal***

The authorized representative for bidder/proposer, Planeteria Media, 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


Tyler Coffin - Sales & Business Development Director
 Name and Title of Authorized Company Representative

3/16/2020
 Date

Notary Certificate Attached

Subscribed and sworn to before me on March 16, 2020 (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, Tyler Coffin (Name of certifying official), the Sales & Business Development Director (title or position of certifying official) of Planetaria Media (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: Sales & Business Development Director

Date: 3/16/2020

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.

N/A

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.

N/A

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?

☐

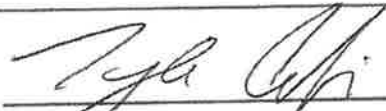
Yes

☐

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

3/16/2020

Date



PLANETERIA MEDIA

Denton County Transportation Authority

DIGITAL WEB SERVICES

RFP 20-18

WE BELIEVE our team, our process and our proven outcomes at Planeteria are uniquely aligned with the needs of Denton County Transportation Authority to address your website redesign in meaningful ways that add enduring value for you and the riders you serve. Our team is on standby to get started immediately upon award if we are selected.

THANK YOU

Tyler Coffin - Sales & Business Development Director

110 Stony Point Road, Suite 225, Santa Rosa, California 95401

P: 707.843.3773 **E:** tyler@planeteria.com



Board of Directors Memo

June 25, 2020

SUBJECT: Consider Aof MaaS Task Order #1: Lakeway Zone and Denton Evening Zone

Background

A Request for Proposals (RFP) was issued on January 16, 2019, for Mobility-as-a-Service. On March 12, 2019, DCTA received thirty-seven (37) proposals in response to the RFP. Thirty-three (33) proposals were deemed responsive of which thirty-one (31) were recommended award. The Board of Directors approved the award of Mobility-as-a-Service to thirty-one (31) firms and an annual contract not to exceed \$2,400,000 for all task orders issued under master on-call contracts.

One of the recommended firms did not execute a contract due to business operational changes; therefore, the total number of awarded MaaS on-call contracts is thirty (30).

On September 26, 2019, the Board of Directors reduced the previously awarded total annual contract value threshold of \$2,400,000 to \$75,000 to be consistent with the \$75,000 threshold for other awards.

On April 17, 2020, Bus Operations determined the need for a Platform-as-a-Service task order for the Lakeway Zone and Denton Evening Zone. On May 26, 2020, DCTA requested proposals from twenty-seven (27) of the selected firms from the Platform-as-a-Service subcategory in accordance with the RFP 19-05 Task Order process. Evaluations were based on project cost, project approach, timeline, innovation in approach, customer service and data and ridership reports.

On June 9, 2020, DCTA received a total of eight (8) proposals, one (1) no bid and one (1) late submittal, which was rejected, in response to the solicitation. Six (6) proposals were deemed responsive.

1. Dashboard Story, Inc dba DUET
2. DemandTrans Solutions
3. Moovit
4. Routematch
5. Spare Labs, Inc
6. River North (Via)
7. Iteris, Inc – no bid
8. RideCo – late/rejected

Staff conducted a review and evaluation of the proposals and is recommending Task Order #1 be awarded to Spare Labs, Inc.

Identified Need

The Lakeway Zone began as a pilot program on January 14, 2019, replacing a portion of existing Lewisville Connect Route 21 in the Lakeway Business Park area. On September 15, 2019, the program went live as a normal DCTA zone. On March 23, 2020, additional evening zones were created to supplement fixed route bus service in order to allow for connections with DCTA's A-train and last-mile connections.



Financial Impact

The Task Order is for a two (2) year term, commencing September 14, 2020 through September 30, 2022, with the option to renew for one (1) term ending September 30, 2024. The total anticipated cost for the contract is not to exceed \$50,000 per year, over the four-year term, if the option period is exercised. The task order will be funded from the Operating Budget. Annual departmental budgets are incorporated into each fiscal year's budget.

Recommendation

DCTA staff recommends the Board approve and authorize the CEO to execute the MaaS Task Order #1 Lakeway Zone to Spare Labs, Inc. in the amount not to exceed \$50,000, per year.

Exhibits

Exhibit 1 – Evaluation Consensus

Exhibit 2 – Request for Proposal Package

Exhibit 3 – Master Contract with Spare Labs Inc

Exhibit 4 – MaaS Task Order 1: Lakeway Zone and Denton Evening Zone

Exhibit 5 – Spare Labs, Inc.'s Proposal

Submitted By:

A handwritten signature in blue ink that reads "Christa Christian".

Christa Christian, CPPB, Senior Procurement Specialist

Final Review:

A handwritten signature in black ink that reads "Nicole Recker".

Nicole Recker, VP of Mobility Services and Administration

Approval:

A handwritten signature in black ink that reads "Raymond Suarez".

Raymond Suarez, CEO



EVALUATION SCORE SHEET - CONSENSUS AVERAGES
 DCTA REQUEST FOR PROPOSAL MaaS Task Order 1, Lakeway Zone
 EVALUATOR: _Evaluation Team_____

	MAX PTS	Dashboard Story	DemandTrans	Moovit	Routematch	Spare	Via Transportation
TOTAL SCORE	100	45.5	67	67	42	94.5	85.5

	Dashboard Story	DemandTrans	Moovit	Routematch	Spare	Via Transportation
Eval 1	50	71	84	45	95	89
Eval 2	41	63	50	39	94	82
Average	45.5	67	67	42	94.5	85.5

Solicitation 2005-001

MaaS Lakeway Zone

Bid Designation: Private



Denton County Transportation Authority

Bid 2005-001 MaaS Lakeway Zone

Bid Number	2005-001
Bid Title	MaaS Lakeway Zone
Bid Start Date	May 26, 2020 2:30:27 PM CDT
Bid End Date	Jun 9, 2020 10:00:00 AM CDT
Question & Answer End Date	Jun 1, 2020 5:00:00 PM CDT
Bid Contact	Christa Christian Senior Procurement Specialist cchristian@dcta.net
Contract Duration	2 years
Contract Renewal	1 renewal
Prices Good for	90 days
Bid Comments	DCTA is requesting proposals from firms or contractor teams awarded through RFP 19-05 Mobility as a Service that can provide a Platform as a Service solution and meet all Federal requirements. Attached is the Scope of Work and a copy of the insurance requirements. Electronic submission are due on June 9, 2010 by 10:00am. All questions are due by 5:00pm, Monday, June 1, 2020. Responses to questions will be sent out by 5:00pm on Thursday, June 4, 2020.

Item Response Form

Item	2005-001-01-01 - Platform as a Service
Quantity	1 fee
Prices are not requested for this item.	
Delivery Location	Denton County Transportation Authority <u>Denton County Transportation Authority.</u> 1955 Lakeway Drive Suite 260B Lewisville TX 75057 Qty 1

Description

Initial term:
September 14, 2020, through and including September 30, 2022



Denton County Transportation Authority (DCTA) is seeking proposals from qualified individuals or firms to serve DCTA's On Demand services which currently include the Lakeway zone and On Demand evening zones. The Lakeway zone began as a pilot program on January 14, 2019, replacing a portion of existing Route 21 in the Lakeway Business Park area. On September 15, 2019, the program went live as a normal DCTA zone. On March 23, 2020, additional evening zones were created to supplement fixed route bus service in order to allow for connections with DCTA's A-train.

General Scope

All Platform as a Service proposals must have at a minimum the following functionality in order to continue providing the service without major changes.

- The current Lakeway and evening zones utilize the Spare Labs platform.
- The Lakeway service currently hubs out of the Hebron station and evening zones hub out of the Denton Downtown Transit Center (DDTC) Station and the Hebron Station.
- The current Lakeway Zone hours are from Monday through Friday 6:00 am to 7:00 pm and the evening zone hours are from 7:00 pm to 9:40 pm. The Lakeway Zone Saturday hours are 8:30 am to 8:00 pm.
- The evening zones cover pickups from the two A-train stations (DDTC and Hebron) and then perform drop-offs throughout the fixed route service areas within the city of Lewisville and the city of Denton.
- The Lakeway zone in the evening expands to cover drop offs to the Lewisville service area.
- The current zones are flexible to modifications of areas they serve and service times, both DCTA administration and Spare Labs staff can make modifications.
- The current software has an open API that allows for integration flexibility.
- The current software provides DCTA administration access to real time analytics and ridership reports, live maps, and email notifications on cancellations or late pickups.
- Customers can schedule rides up to 8 days in advance either through their smartphones or through DCTA customer service.
- Stops can be pickup or drop-off only, as well as optimized to direct riders to a short walk for optimum pooling.

Project Category

DCTA wishes to utilize the Mobility as a Service RFP 19-05 to receive responses from firms that can provide a Platform as a Service solution and meet all Federal requirements

Requirements(s)

- At a minimum, passengers must have the ability to book their trip themselves via smartphone or through DCTA customer service. Software must provide a booking page for DCTA customer service staff who book rides on behalf of customers who require assistance.
- Software must have the ability for passengers to book based on pickup time or arrival time and be able to schedule trips a minimum of up to 7 days in advance.
- Software must be flexible in making changes, creating or amending zones, and modifying service times, which includes DCTA administration's ability to schedule bus operator duties, create and modify zones, and create and categorize stops within zones.
- Software must be able to report ridership data, analytics, and KPI's that provide information that not only meets NTD reporting requirements but is also useful in future service planning.

- Software must have the ability and flexibility to integrate with other applications including Transportation Network Companies.
- Training (either in person or virtual) and training materials for administration, customer service staff, and drivers on behalf of the software company is required.
- Software must be compatible on Android and Apple iOS devices (both tablets and smartphones).
- Software must be able to collect fares both virtually and physically (cash) and allow for the operator to add “walk on” passengers.
- Software must have the ability to send customers notifications via the app.
- Customer support for software malfunctions and/or technical assistance must be available at a minimum of during DCTA operating hours. This includes real time support for bus operators who require technical assistance.
- The offering of a DCTA branded application is required.
- Must have the ability to pause matching in the instance a bus needs to be removed from service and an efficient way to move trips to another vehicle should the need arise.
- Software must have the ability for customers to enter mobility devices and book multiple riders at a time up to the maximum capacity of the vehicle.
- Must have the ability to adjust boarding times for mobility devices, bicycles, etc.
- Must have the ability to program service flexibility. The amount of time that a trip can be pushed adjusted when booked for an immediate pickup in order to allow for better optimization and pooling of rides.

Evaluation

The Platform as a Service responses will be evaluated based on responses to the following objectives:

Project Cost

Include costs associated with all aspects of setup, implementation and on-going support per year. Include costs for the lifetime of the contract, including all possible renewals.

Project Approach to Address Service Request

Demonstrate the understanding and resolution of the requirements and scope of work.

Timeline of Project Delivery

Timeline of Project Delivery should include the amount of time needed from project inception to implementation, including milestones.

Innovation in Approach

Demonstrate the ability to utilize cutting-edge technologies and mobility industry innovations to provide a product customized to DCTA’s service needs. Include information on operations and functionality from the perspective of office staff, service operator, agency clients, and service user.

Demonstrate the service’s accommodation for a variety of passenger types, including seniors, individuals with disabilities, mobility device needs, unbanked populations, and customers without mobile access. Specify how the project can/will integrate with existing technologies being used. If applicable, state if there is an open API available for sharing with other fare payment or cross platform solutions.



Customer Service

Outline the type of customer service that will be provided throughout the project. Include communication style as well as point of contacts for each stage of the SOW from project inception through project implementation. Specify what type of support is provided after implementation and for how long to allow for any service adjustments or needs.

Data and Ridership Reports Available

Include sample data and ridership reports.

Federal Guidelines

As awarded in **RFP 19-05 Mobility-as-a-Service Package**, DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and other funding sources. Proposers must adhere to the clauses and certifications if applicable. Provide all required forms and certifications.

Deadline

Responses are due by **June 9, 2020, 10am.**

Page Limit

Maximum page limit for the response proposal is 20 pages.

Format

Proposals shall be submitted electronically through www.Bidsync.com.

Term

The initial term of the contract shall be for two (2) years, commencing September 14, 2020, through and including September 30, 2022, with the option to renew for one term ending April 30, 2024.

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:

Covering Bodily Injury/Property Damage, Products/Completed Operations and Personal Advertising Injury

- Per occurrence \$1,000,000
- General Aggregate \$2,000,000

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

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.

Question and Answers for Bid #2005-001 - Maas Lakeway Zone

Overall Bid Questions

Question 1

Will vendors be permitted to provide appendices - beyond the 20 pages of the actual proposal - with more detailed information regarding how their software solution functions? Additionally, will paratextual materials (cover page, table of contents etc.) count towards the 20 page limit? (Submitted: May 29, 2020 10:26:36 AM CDT)

Answer

- Yes, you may provide appendices and paratextual materials that do not count towards the 20 pages (Answered: May 29, 2020 12:39:59 PM CDT)

Question 2

Page 3 of the RFP states that "Proposers must adhere to the clauses and certifications if applicable. Provide all required forms and certifications." Can DCTA please clarify which certifications/forms are being discussed here? (Submitted: May 29, 2020 10:53:13 AM CDT)

Answer

- The RFP 19-05 had federal clauses in it and therefore the awarded firm will have to be in compliance with those. This will be federally funded. No other Federal forms need to be submitted at this time. (Answered: May 29, 2020 12:26:34 PM CDT)

Question 3

Can you please provide the following information for the current service:

- 1) the number of rides per day (on average)
- 2) the number of passengers per vehicle revenue hour (on average)
- 3) the number of active vehicles in service during weekdays, in the evening zone, and on Saturdays (Submitted: May 29, 2020 2:18:26 PM CDT)

Answer

- In 2019, DCTA's Lewisville Lakeway On-Demand service carried just under 10,000 passengers in the designated zone with a monthly average ridership of 830 passengers. Since COVID-19, there have been ridership declines in the Lakeway Zone. For the month of May, there were 338 completed boardings and a range of passengers per service hours of .77 - 1.3 in the Lakeway Zone. Current needs are 3 active vehicles, with flexibility to add vehicles should service expand. (Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 4

Does the scope of the procurement include the driver application software? It is not mentioned in the RFP but would typically be part of the technology solution provided by the platform provider. (Submitted: Jun 1, 2020 6:00:47 AM CDT)

Answer

- Yes, a driver application software is required unless the vendor can propose other technology that meets the list of requirements in the RFP. (Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 5

If the procurement does include the driver application, what are the specific requirements for that application?

(Submitted: Jun 1, 2020 6:01:43 AM CDT)

Answer

- There are software requirements in relation to operators listed in the RFP that include:
Software must be compatible on Android and Apple iOS devices (both tablets and smartphones).
Software must be able to collect fares both virtually and physically (cash) and allow for the operator to add "walk on" passengers.
Customer support for software malfunctions and/or technical assistance must be available at a minimum of during DCTA operating hours. This includes real time support for bus operators who require technical assistance.
Training (either in person or virtual) and training materials for administration, customer service staff, and drivers on behalf of the software company is required. (Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 6

If the procurement does not include the driver application, can you please add the specifications for how the new platform provider would interface to the existing driver application. (Submitted: Jun 1, 2020 6:02:50 AM CDT)

Answer

- Unless a comparable technology can be introduced, a driver application will be required. Any software for the operators must be compatible on Android and Apple iOS devices (both tablets and smartphones) and able to collect fares both virtually and physically (cash) and allow for the operator to add "walk on" passengers.
(Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 7

Is there a reason that you mention the Spare Labs platform that DCTA is currently using for this service? Would not that platform be replaced by whoever is awarded this contract, assuming that it is not awarded to Spare Labs?
(Submitted: Jun 1, 2020 6:05:08 AM CDT)

Answer

- Whoever is awarded the contract will be the platform provider. (Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 8

If there is some role that the Spare Labs platform will continue to play in this service in the event that a platform other than that from Spare Labs is selected as a result of this RFP, can you please explain what the role of the Spare Labs platform would be? (Submitted: Jun 1, 2020 6:08:29 AM CDT)

Answer

- Whoever is awarded the contract will be the sole platform provider for the Lakeway Zone and evening zones.
(Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 9

Is there an existing mobile ticketing or digital fare payment platform being used by DCTA that it intends to retain, or will the fare payment system integrated with the technology platform selected for this procurement be the sole means of customers making digital payments? (Submitted: Jun 1, 2020 6:14:30 AM CDT)

Answer

- At this time, DCTA utilizes the GoPass app which includes mobile ticketing. If a passenger purchases a day pass

(or appropriate half day pass) for the train or fixed route bus service, it includes using the On-Demand service in the Lakeway Zone and evening zones. DCTA intends to continue using the GoPass app, but is interested in integrating this app into the software or to have another fare payment option separate from GoPass. (Answered: Jun 1, 2020 2:50:39 PM CDT)

Question 10

Is DCTA looking for a Mobility as a Service front end application to interface the backend operations component of Spare Labs or is DCTA looking to potentially replace Spare Labs completely? (Submitted: Jun 1, 2020 12:56:05 PM CDT)

Answer

- Potentially replace the current vendor completely. (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 11

What is the total number of vehicles that DCTA is looking to operate? (Submitted: Jun 1, 2020 12:56:13 PM CDT)

Answer

- Currently 3, but DCTA would like the flexibility to operate more vehicles should service be expanded. (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 12

Document states: "As awarded in RFP 19-05 Mobility-as-a-Service Package, DCTA is a recipient of federal funds from the Federal Transit Authority (FTA) and other funding sources. Proposers must adhere to the clauses and certifications if applicable. Provide all required forms and certifications." Can you provide document (or link to document) for these required forms and certifications? (Submitted: Jun 1, 2020 12:56:20 PM CDT)

Answer

- The RFP 19-05 had federal clauses in it and therefore the awarded firm will have to be in compliance with those. This will be federally funded. No other Federal forms need to be submitted at this time. (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 13

Is DCTA's expectation with the September 14, 2020 commencement date just the contract term or is that the date that the service is also expected to be live as to not lose any time cutting over from Spare Labs? (Submitted: Jun 1, 2020 12:56:29 PM CDT)

Answer

- The date that service is expected to be live. (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 14

Insurance Requirements section states: "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." It is our understanding that selected vendor may be asked for this once awarded and that respondents are not to provide with proposal submission--is this correct? (Submitted: Jun 1, 2020 12:56:38 PM CDT)

Answer

- That is correct, you do not need to have this to submit, but must have it upon award. (Answered: Jun 1, 2020 3:25:22 PM CDT)

PM CDT)

Question 15

What is the annual budget for this platform as a service? (Submitted: Jun 1, 2020 12:56:45 PM CDT)

Answer

- The current budget is \$33,000 per year and this may increase depending on possible service expansion.

(Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 16

Is DCTA's expectation to utilize the same corridors that they are currently utilizing or is it an expectation of the vendor to perform an analysis of the region to create the optimal corridors? (Submitted: Jun 1, 2020 12:56:53 PM CDT)

Answer

- The evening zones have recently decreased and there are now two zones, the Lakeway zone and Denton evening zone. (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 17

How many zones in total will be a part of this service? The RFP states it includes the Lakeway Zone and On-Demand evening zones. (Submitted: Jun 1, 2020 1:04:02 PM CDT)

Answer

- The evening zones have recently decreased and there are now two zones, the Lakeway zone and Denton evening zone. (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question 18

The RFP states that bidders need to "specify how the project can/will integrate with existing technologies being used." Can you please clarify specifically which technologies are being discussed here and what would be required for integration? (Submitted: Jun 1, 2020 1:43:41 PM CDT)

Answer

- Please describe the potential, or any experience, your company has in regards to integration with the GoPass app, Transit Tracker app and/or TNCs (i.e. Lyft, Uber). (Answered: Jun 1, 2020 3:25:22 PM CDT)

Question Deadline: Jun 1, 2020 5:00:00 PM CDT

STATE OF TEXAS

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AGREEMENT FOR MOBILITY SERVICES

COUNTY OF DENTON

This Agreement for Mobility Services ("Agreement") is made by and between Denton County Transportation Authority ("DCTA") and Spare Labs, 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 innovative mobility services and/or products ("Mobility Services") within DCTA member cities, DCTA-contracted communities, large employment centers, and partner organizations, as set forth in Exhibits "A" and "B", attached hereto and incorporated herein, and in accordance with the terms and conditions set forth in this Agreement;

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**

The Term of this Agreement shall commence on May 15, 2019 (the "Commencement Date") and continue through May 14, 2024, unless sooner terminated as provided herein.

**Article II
Contract Documents**

2.1 This Agreement consists of the following items:

- A. This Agreement and any Task Order issued pursuant to Article IV;
- B. DCTA Solicitation 19-05 "Mobility as a Service"; and all addenda thereto ("DCTA RFP 19-05") (attached as Exhibit "A"); and
- C. Contractor's Response to DCTA RFP 19-05 (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. 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.

Article V Compensation and Method of Payment

5.1 DCTA shall compensate Contractor as provided in a Task Order to be issued for the Mobility Services.

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 Devotion of Time; Personnel; and Equipment

6.1 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.

6.2 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.

6.3 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 VII 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 VIII Insurance

8.1 Contractor shall provide DCTA with a certificate of insurance or a copy of its insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Contractor shall provide DCTA evidence that all subcontractors performing work under this Agreement have the same types and amounts of coverage as required herein or that the subcontractors are included under the Contractor'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.

8.2 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 and such additional requirements shall be specified in the individual Task Order issued for the specified Mobility Service and take precedent over the language contained in this Article VIII.

(a) Commercial General Liability:

•	Bodily Injury/Property Damage Per Occurrence	\$1,000,000
•	General Aggregate	\$2,000,000
•	Products/Complete Aggregate	\$2,000,000
•	Personal Advertising Injury, Per Occurrence	\$1,000,000
•	Fire Damage	\$ 100,000

- Medical Expense \$ 5,000
- (b) **Business Auto Liability, Combined Single Limit** \$1,000,000
To include coverage for:
 - Owned/Leased Vehicles
 - Non-Owned Vehicles
 - Hired Vehicles
- (c) **Worker's Compensation Employers' Liability, Statutory Limits**
 - Each Accident, Per Occurrence \$1,000,000
 - Disease Policy Limits, Per Occurrence \$1,000,000
 - Disease Each Employee, Per Occurrence \$1,000,000

8.3 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 Contractor's operations in performance of this Agreement.

8.4 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.

8.5 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. However, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.

8.6 No Commencement Without Coverage. Contractor shall not commence work under this Agreement until all required insurance has been obtained by Contractor and approved by DCTA. Contractor shall not allow any subcontractor to commence work until all similarly required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Contractor.

8.7 Certificates. Certificate of Insurance, evidencing insurance coverage as required, shall be furnished to the Procurement Department prior to commencement of work and within ten (10) calendar days after the date of notice of award. Failure to provide the required certificates within the time allotted shall not be considered cause for modification of any contractual time limits.

Certificates shall be provided by Contractor and anyone else involved in the performance of work under this Agreement not otherwise included under Contractor's coverage, including all subcontractors.

All certificates from Contractor and any subcontractors must be issued reflecting DCTA as the certificate holder, as well as the project number. 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 insurance companies shall have a Best's rating of A- 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 having a Best's rating lower than A- will not be acceptable as compliant with the insurance requirements of this Agreement, unless such insurance companies are approved in writing prior to the award of contract. Certificates of Insurance shall contain transcripts from the proper office of the insurer, specifically evidencing those insured, the extent of the insurance, the location, and the cancellation clause, as required.

8.8 No Lapse or Cancellation. Contractor, subcontractors, and anyone else involved in the work under this Agreement shall neither cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause stating that the policy shall remain in effect and not be canceled, reduced, restricted, or limited for a minimum of thirty (30) days after DCTA has received written notification. In the event of cancellation or lapse of insurance, Contractor shall notify DCTA immediately and, unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance covered is supplied.

8.9 Breach. Failure to maintain coverage as required shall constitute a material breach and default.

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 Termination

10.1 Termination for Convenience. DCTA may terminate this Agreement upon thirty (30) days' written notice if it is determined 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 work completed before termination, and for all reasonable close-out costs including reasonable profit to include materials purchased, work performed and reasonable profit. 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 work not performed but which would have been performed had this Agreement not been terminated.

10.2 Termination for Default. If 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, whither or note the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

10.3 Termination for Force Majeure. To the extent either Party shall be wholly or partially prevented from the performance of the term specified under this Agreement, 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 causes 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.

Article XI FTA Contractual Requirements

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

Article XII Miscellaneous

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

12.7 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.

12.8 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.

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

12.10 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:

With Copy to:

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

Peter G. Smith
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:

12.11 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.

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

12.13 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 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 PERFORMED BY CONTRACTOR 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 TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE AGREEMENT, 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.**

CONTRACTOR ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTOR, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT IT COST AND EXPENSE. 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 PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF CONTRACTOR.

CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORK MEN, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON CONTRACTORS 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, WORK MAN 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 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 BY CONTRACTOR OF OR FAILURE BY CONTRACTOR 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, SUBCONTRACTOR OF CONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK BY CONTRACTOR; AND (III) CONTRACTOR'S FAILURE TO SECURE AN 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, SUBCONTRACTOR OF CONTRACTOR, 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.

12.14 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.

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

12.16 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.

12.17 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.

12.18. 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.

(signature page to follow)

EXECUTED this _____ day of _____, 2019.

Denton County Transportation Authority

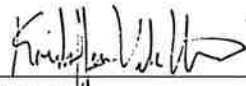
By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Peter G. Smith, General Counsel
(01-14-2019/TM105357)

EXECUTED this 9 day of May, 2019.

Contractor

By:  _____
Name: Kristoffer Vik Hansen
Title: CEO

EXECUTED this 24th day of May, 2019.

Denton County Transportation Authority

By: 
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: 
Peter G. Smith, General Counsel
(01-14-2019/TM105357)

EXECUTED this _____ day of _____, 2019.

Contractor

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DCTA RFP #19-05

Solicitation 19-05

Mobility as a Service

Bid Designation: Public



Denton County Transportation Authority

Bid 19-05 Mobility as a Service

Bid Number 19-05
Bid Title Mobility as a Service

Bid Start Date Jan 16, 2019 4:30:33 PM CST
Bid End Date Feb 26, 2019 4:00:00 PM CST
Question & Answer End Date Jan 28, 2019 5:00:00 PM CST

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

Pre-Bid Conference Jan 23, 2019 9:00:00 AM CST
Attendance is optional
Location: 1955 Lakeway Drive, Suite 260,
Lewisville, TX 75057
and
via WebEx:
Meeting number (access code): 629 417 095
Meeting password: MF2q5MxY
-Join from a video system or application
Dial 629417095@dentoncountytransportationauthority.my.webex.com
You can also dial 173.243.2.68 and enter your meeting number.
-Join by phone
+1-510-338-9438 USA

Description

DCTA is requesting proposals from firms or contractor teams to provide innovative mobility services to DCTA member cities, DCTA contracted communities, partner organizations, as well as large employment centers and other areas as the need arises. See attached RFP package for additional information.

A Pre-Proposal Conference is scheduled for January 23, 2019 at 9:00am CT. It will be held at the DCTA Administrative Offices and via WebEx. See Pre-Bid Conference section for additional information and instructions.

There will be two rounds of Questions and Answers:

- First deadline is: January 28, 2019 5:00pm CST
- Second deadline: February 8, 2019 5:00pm CST



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION No./TYPE	19-05 Request for Proposals		
TITLE	Mobility as a Service		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	January 23, 2019, 9:00 am CST	PRE BID/PROPOSAL MEETING LOCATION	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
QUESTIONS DUE	January 28, 2019 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	February 1, 2019 by 5:00 pm CST
DUE DATE/TIME	February 26 th , 2019 at 4:00 pm CST		
QUESTIONS/ CLARIFICATIONS	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to BidSync no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO	Sarah Martinez, Director of Procurement procurement@dcta.net or submitted via BidSync at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposal packages must be hand delivered or mailed to Procurement at:</p> <p>DCTA 1955 Lakeway Drive, Suite 260 ATTN: Sarah Martinez SOLICITATION #19-05 Lewisville, Texas 75057</p> <p>Proposal packages received after the due time and date shall not be considered and will be returned unopened. All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
ACCEPTANCE PERIOD	PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE		
DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM	<p>It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at www.dcta.net</p>		
DBE GOAL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal 0%		
DAVIS-BACON AND COPELAND ANTI-KICKBACK	<p>The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).</p>		
CERTIFIED PAYROLL	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
BID/PROPOSAL ENDORSEMENT	TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY		
BUSINESS NAME			
CONTACT NAME		TITLE	
TELEPHONE		EMAIL	
ADDRESS			
SIGNATURE			DATE

SCOPE OF WORK, TERMS AND CONDITIONS

1. CONTRACT

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

2. CONTRACT TERM

The term of the on-call contract(s) shall be for five (5) years commencing May 1, 2019 through and including April 30, 2024.

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. In Fiscal Years 2017 and 2018, DCTA carried 2.9 million passengers per fiscal year system-wide.

4. AGENCY OBJECTIVES

- Access mobility products and/or services to serve as supplements or alternatives to traditional fixed-route and demand-response transit, including first mile/last mile connections to existing bus and rail service.
- Allow DCTA to respond to the demands of various ridership markets, including wheelchair accessible mobility solutions, and service to senior and disabled populations.
- Provide cost-effective transportation services to communities served, or have the potential of being served, by DCTA.
- Provide a rapid response when service gaps are identified.
- Collect ridership data to identify service expansion and improvement opportunities with partners.
- Integrate innovative mobility technologies to provide customers with the ability to plan, book, and pay for travel across different modes and online platforms.

- Leverage the widest range of public and private transportation funding sources to support mobility service delivery.
- Allow for other public agencies to participate in any contract award made as a result of this solicitation as allowed by Texas law.

5. OVERVIEW

DCTA is requesting proposals from firms or contractor teams to provide innovative mobility services to DCTA member cities, DCTA contracted communities, partner organizations, as well as large employment centers and other areas as the need arises. Desired firms must be able to provide flexible, efficient, and effective non-emergency transportation services. These services will supplement DCTA's existing transit offerings and provide multimodal service to areas where traditional transportation options are less effective.

With new firms and evolving technologies available for utilization by a public transportation authority, DCTA may reissue a new solicitation to select additional firms or contractor teams at our discretion. Firms or contractor teams already under contract would not be required to submit a new proposal.

This procurement and resulting award(s) is available to any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of Texas) located in Texas, as well as other transportation organizations nationwide as allowed by Texas law. DCTA shall incur no financial responsibility in connection with contracts executed with other parties under the authority of this provision or in making payments to the firms or contractor teams.

The goal of this solicitation is to improve mobility, provide passengers with more transportation options, better serve suburban communities, and better leverage existing traditional transit assets, including the regional rail system, commuter bus service, and local, fixed-route bus systems. Providing workers access to jobs, enhancing the ability of commuters to travel to popular employment centers, and increased access to higher education and medical districts through regional transit are also important purposes of this solicitation. DCTA would like to select a wide range of firms or contractor teams for partnerships that will assist our agency in improving personal mobility options, explore opportunities to optimize transportation network efficiency, define a role for alternative and emerging mobility services in transit operations, and prepare for future transportation service technologies.

The agency is seeking 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. This solicitation is for all companies that provide mobility services and products, including but not limited to, taxis, Transportation Network Companies (TNCs), microtransit companies, autonomous vehicles, bikeshare and carshare companies, personal mobility software

developers, and any other service or product that can address some or multiple types of subcategories identified Section 6 – Scope of Services.

DCTA has been successfully leading the development of innovations in the transit industry by implementing non-traditional transportation solutions to address service challenges in the Denton County Region. The agency has partnered with Transportation Network Companies (TNCs) to provide rideshare service in areas where ridership is low for fixed route transit during off-peak periods. DCTA has partnered with a private business park and the City of Frisco to pilot an autonomous vehicle program. The agency implemented two pilot on-demand zone programs where customers book rides via mobile app, and a DCTA fleet vehicle provides point-to-point service. The first pilot program was implemented in the Denton Enterprise Airport Zone, an employment hub on the West side of the City of Denton. This program provides a connection of shift workers to fixed route transportation in Denton without the need for an extended bus line. As of January 2019, this program is no longer a pilot and is in full revenue service. The second pilot program, implemented in January of 2019, is for the Lewisville Lakeway Zone. This program, which serves a business park, replaces a fixed route bus service with an on-demand zone. Passengers can request rides within that zone and receive on-demand transportation services to fixed route transportation as well as a connection to the A-train station, DCTA's commuter rail service.

DCTA clients, member cities, its transit agency partners, and potential service area stakeholders are increasingly demanding flexibility in the mobility tools a transportation provider delivers, including multimodal options, on-demand service fleets, and technology-based platforms more responsive to customer's transportation needs. The region's higher educational institutions, including the University of North Texas and North Central Texas College, have a need for more varied and attractive mobility options for students and faculty/staff as campuses expand, and new branches are constructed in new locations.

These pilots and short-term programs have all demonstrated the quality and promise of the innovations taking place in the mobility industry. It is in the spirit of building off these mobility programs that DCTA wishes to create more long-term business relationships with mobility service firms through this solicitation. This RFP seeks proposals on how to best move people across the DCTA service region and is meant to solicit ambitious and creative proposals from firms or contractor teams that can meet DCTA objectives with the most promising mobility service products.

In turn, this solicitation is not asking for specific responses to a narrow project area or service delivery category, but all the ways a firm or contractor team can address DCTA's mobility service objectives with their particular suite of mobility services and products. In addition to addressing how a firm or contractor team will meet the federal, state, and local contracting requirements, firms or contractor teams are encouraged to present innovative ways to address the outlined mobility and service goals. All types of ideas will be considered for agency partnership opportunities.

6. SCOPE OF SERVICES SUBCATEGORIES

6.1 MOBILITY AS A SERVICE RESPONSE AREAS

DCTA is seeking proposals from a wide-range of firms in the mobility services industry. The following section outlines potential service providers, technology sectors, and additional Mobility-as-a-Service product categories that DCTA will consider for selection under this solicitation. Firms and Contractor Teams that do not clearly fit into one area of desired service are still encouraged to apply so that DCTA can review all innovative project proposals.

In the interest of Americans with Disabilities Act (ADA) accessibility and unbanked customers, DCTA would also like to receive potential solutions to address these populations as part of the submission. While this is not a requirement to respond to some sections of this RFP, federally funded projects must address these needs.

6.2 SUBCATEGORY 1 - DEMAND-RESPONSE RIDESHARE SERVICE

This service category includes scheduled or real-time, dynamic mobility services primarily booked and scheduled through an online platform accessible via mobile devices or online.

Responses in this project category can include (but not be limited to):

- **'Self-dispatch' solutions** that provide a customer a direct portal to personally book a transportation provider for curb-to-curb, on-demand transportation, with actual transportation provided through a third party-contractor that provides vehicles and operating personnel. These types of services are typically provided by taxis and Transportation Network Companies (TNCs). Responses are not limited to those industry sectors.
- **Provider of vehicles and operating personnel** that can deliver demand-response transportation services via requests from online portals set up by DCTA. Providers in this category do not necessarily need to provide the capabilities of booking and dispatching vehicles, but rather be allowed to integrate their fleet performance with existing agency dispatch tools.
- **Autonomous Vehicle (AV)** companies that partner with clients to deliver transportation services using vehicles with automated driving systems that do not require a human driver, or which would allow a human driver to not be expected to perform any driving-related tasks for a period of time. Responses can also include autonomous aerial vehicles as part of a mobility service proposal.
- **Other mobility service models** that fit the requirements of this category, which combine some or all of the elements above. These include **'turnkey' solutions** provided through a single contract that can provide real-time, dynamic service, software applications, vehicles (owned or leased by firm), drivers, service operators, customer service, vehicle storage, maintenance, service marketing, and data reporting.

6.3 SUBCATEGORY 2 - SELF-OPERATED SHARED MOBILITY SERVICES

This service category includes leasable modes of transportation, both motorized and non-motorized, that can be used to supplement existing transit options.

Responses in this project category may include:

- **Bikeshare companies – docked, dockless and electric assist**
- **Carshare companies**
- **Scooter rental**
- **Other motorized or non-motorized vehicle rentals**
- **Any combination of the above services**

6.4 SUBCATEGORY 3 - PLATFORM-AS-A-SERVICE

This service category includes software, apps, and technology solutions that allow for the use of personal devices and/or smartphones as a portal for multimodal service options. Responses in this category do not necessarily have to provide the transportation service, but they do need to address how their technologies interface or will interface with on-demand mobility providers, both public and private, and provide a seamless and convenient customer experience.

Responses in this project category may include:

- **On-Demand Transportation Software** – Technology that can assist in the operations of on-demand transportation service. Software can be utilized by either passengers or fleet vehicle operators to perform on-demand service along customized parameters.
- **Multimodal Mobility Management Platforms** – Software and apps that allow a customer to book transportation services across several modes through both public and private providers.
- **Centralized Fare Payment Systems** -- Platforms should also address the ability to integrate with third party fare collection systems and allow different types of fare structures.

Firms or contractor teams must outline how their services could integrate with regional mobile app and fare payment systems, as well as other potential regional transit applications that DCTA or its partner transit agencies will develop in the future. Flexibility and willingness to create APIs and cross-platform solutions will still be viewed favorably in the proposal.

6.5 SUBCATEGORY 4 - OTHER MOBILITY-AS-A-SERVICE SOLUTIONS

DCTA recognizes the rapid growth of the mobility industry. While agency staff have been involved in state and national dialogue regarding the shared mobility industry, autonomous vehicles, Mobility-on-Demand technologies, and other service innovations, it is also understood that solutions to serving customer mobility needs doesn't necessarily

fit into narrow product categories. DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches to mobility-as-a-service that can strongly address service challenges outlined in this RFP. In addition to providing an opportunity for firms or contractor teams to be considered for contracts with DCTA, innovative proposals can also inform DCTA to improve and refine future solicitation documents.

In the interest of Americans with Disabilities Act (ADA) accessibility and unbanked customers, DCTA would also like to receive potential solutions to address these populations as part of the submission.

7. INSURANCE

Insurance requirements will be negotiated for the various types of services to be implemented. requirements will include, General Liability, Auto Liability and Workers' Compensation in addition, where applicable, Cyber Liability, Property Coverage, Accident Insurance or Professional Liability.

8. FUNDING

DCTA is a recipient of federal funds from the Federal Transit Administration (FTA) and other funding sources 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.

9. AWARD

DCTA intends to select multiple firms in the two categories – Federal or Non-Federal. DCTA reserves the right to award multiple contracts in each subcategory listed in Section 6 – Scope of Services. The selected firms or contractor teams will enter into master on-call contracts with DCTA. DCTA will negotiate fair and reasonable rate(s) for specific work and projects authorized through issuance of Task Orders. Task Orders will include specific scopes of work, timelines, hours, etc.

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) 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 40 single-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 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.
- Identify the funding project categories you are submitting a proposal on:
 - Federal
 - Non-Federal
 - Federal and Non-Federal
- Identify if proposal will:
 - be able to comply with Federal requirements as stated in the RFP
 - not be able to comply with Federal requirements as stated in the RFP
- A statement indicating that the firm agrees to allow other agencies to use this RFP for services.
- 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: STATEMENT OF PROJECT UNDERSTANDING

Provide a concise and direct statement on how your proposal will meet and address DCTA's mobility-as-a-service goals. Describe your firm's understanding of the existing mobility challenges and needs of the DCTA service area. Clearly state your understanding of the vision behind the agency's project description, agency objectives, and scope. If applicable, acknowledge your firm's ability to meet the requirements of all FTA rules and regulations.

DCTA is requesting proposals for a broad range of mobility solutions and expects different types of responses from firms or contractor teams that can meet a targeted or broad set of service goals. This is an opportunity for proposers to provide a straightforward answer on what products can be offered and how they serve DCTA in helping customers meeting personal mobility goals in transforming transportation industry.

TAB 2: EXPERIENCE AND QUALIFICATIONS

- Briefly introduce your firm, providing firm's history and background, firm's size, number of employees, number of years in business including a summary of the administration, organizations and staffing that will manage this engagement.
- List mobility projects and/or software/technology solutions that have been developed or are currently being developed. Provide a description for each project.
- List key projects relevant to the Scope of Services your firm has performed. State the current status of each project and provide references and point of contact information for each project.
- Additional experience should be outlined in the design, technical, and operational aspects of mobility services. These would include, but not be limited to, direct experience in:
 - Implementation of technology and software solutions to facilitate customer purchase and delivery of transportation and mobility services on a per-trip basis.
 - Implementation of technology and software solutions that allow DCTA staff, including fleet operators, dispatchers, and business managers, to facilitate deployment of on-demand mobility solutions.
 - Integrated technology solutions that provide a centralized payment and trip-booking system across multiple modes of transportation.
 - Operations of transportation services including hands-on experience with on-demand, deviated fixed-route, or fixed-route operations.
 - Direct and indirect vehicle procurement, acquisition of vehicle facilities, development of vehicle branding, included wayfinding and signage to promote service utilization.

TAB 3: PROJECT APPROACH

This section shall include a detailed summary of the approach. The approach should demonstrate ability to utilize cutting-edge technologies and industry innovations to provide a

product customized to DCTA's service needs and provide an opportunity for DCTA to be a national leader in providing dynamic mobility solutions, particularly to fast-growing, low-density suburban customer markets. It must be based on the project understanding and Scope of Services but provide additional detail on the approach to be used in delivery services.

3.1 Service Model:

3.1.1 Provide a service model, including information on schedule and operations. Describe how the operational model would function from the perspective of the Operator, agency clients (cities, universities, etc.), and the service User.

Areas that should be addressed:

- What is innovative about your proposed approach?
- Why is your proposed approach a good fit for DCTA's service area?
- Describe the user experience and process for requesting service.
- Describe how customer service is handled.

For third party operators of a service, describe the background check process on drivers, and the information each user sees about the driver.

3.2 Technology Platform and Hardware Requirements:

3.2.1 Describe the features and functionality of any technology platforms proposed to be used in the mobility service you provide and outline any hardware requirements. Describe if/how your platform handles fare collection, and the ability to integrate with third party fare collection systems and allow different types of fare structures.

3.2.2 Outline how your services will integrate with regional mobile app and fare payment systems, as well as other potential regional transit applications that DCTA or its partner transit agencies will develop in the future. Flexibility and willingness to create APIs and cross-platform solutions will be viewed favorably in the proposal.

3.3 Accessibility:

3.3.1 Discuss how the service would accommodate a variety of passenger types: Senior Citizens, Individuals with disabilities, unbanked users, users without mobile access.

3.4 System and User Training, and Customer Support:

3.4.1 Describe the programs used to train drivers, dispatchers/schedulers, and project managers.

3.4.2 Describe how agency staff and partners will be trained to use any dashboard/reporting tools.

3.4.3 Describe the technical support available to staff, operators, dispatchers, and project managers.

3.4.4 Describe the customer support system in place for agency customers.

This section should also outline the following:

- Effective application of user experience (UX) and user interface (UI) principles and tactics
- Effectiveness of proposed customer success plan including visuals, user experience and user interface.
- Experience with UX and UI. List examples of such experience and provide examples of how these principles have been incorporated into current transportation planning efforts.

3.5 Marketing and Promotions Plan:

- 3.5.1** Provide examples of marketing strategies employed through other mobility services contracts. Show examples of how success of marketing efforts is measured. Describe instructional materials available for a wide range of customer types to understand and utilize the service.

3.6 Data Reporting:

- 3.6.1** Describe the procedures and methodologies that can be used to calculate and compile ridership results and data. Describe to what extent data collection and reporting can be customized to suit the agency's needs. Outline familiarity with the National Transit Database (NTD) reporting requirements and the ability to present data to the agency that meets agency/NTD requirements.
- 3.6.2** Provide a sample of a data and/or ridership report that you would provide to the agency through a typical mobility service project.

3.7 Fleet (if applicable):

- 3.7.1** Describe type and quantity of vehicles available to serve various scales of projects in the service area.

Areas to address include:

- Are the vehicles owned, leased, or sub-contracted?
- Is the proposed fleet all the same vehicle type or a mix? Why?
- How many ADA accessible vehicles are proposed?
- Describe your ability to scale the number of vehicles up or down based on demand.
- Describe the approach to fleet maintenance and storage.
- Photos of proposed fleet vehicles can be included (this will not count against any proposal page limits).
- Additional information on vehicle conditions, age, and fuel requirements.

3.8 Regulatory Compliance (if applicable):

- 3.8.1** Clearly outline the ability to work within current government regulatory frameworks for transportation services and to adapt service proposals and data reporting to different public transportation funding sources.

If applicable, acknowledge your firm's ability to meet the requirements of all FTA rules and regulations.

TAB 4: INTEGRATION WITH EXISTING SERVICES/TECHNOLOGY

Outline how your services could integrate with regional mobile app and fare payment systems, as well as other potential regional transit applications that DCTA or its partner transit agencies will develop in the future.

Currently, DCTA utilizes GoPass, a regional fare app and payment system developed by Dallas Area Rapid Transit (DART). GoPass utilizes Vix Technology, a system integration firm, to streamline DART's payment environment to allow customers to purchase DCTA and regional fare media.

DCTA's Transit Tracker is a vehicle tracking system that provides passengers with access to real-time information for the DCTA A-train, fixed-route bus and shuttle services. Passengers can track vehicles via phone, online, text and free mobile application. The real-time information in DCTA's Transit Tracker system is powered by Swiftly who generates schedule data in General Transit Feed Specification R package (GTFSR) format and real-time Automatic Vehicle Location (AVL) data (GPS trackers installed on agency vehicles).

Routematch is DCTA's provider of hardware and software for the monitoring and scheduling of Paratransit service.

Flexibility and willingness to create APIs and cross-platform solutions to integrate service with existing and future mobility technologies will be viewed favorably in the proposal.

TAB 5: PRICE

- Provide one or more case studies that include a service scenario and pricing model for a mobility services program suitable for DCTA. Include fare estimates, if applicable, and the base on which the firm calculates fares for each product they are offering in this proposal. Provide one or more cost proposals for a service at a scale and delivery level that meet the agency objectives outlined in this RFP.
- Proposals should also outline any set up and initiation fees, administrative fees, training fees (if applicable), cost of service per mile, cost of service per trip, and any other standard costs that would be applicable to their proposed service model for DCTA.
- Additionally, provide an outline of innovative approaches to develop financial partnerships to help fund new types of service. This information may be based on past direct experience and/or emerging trends in the mobility service industry that the firm or contractor team is capable of adopting in a program proposal to DCTA.

TAB 6: ATTACHMENTS/FORMS

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

TAB 7: APPENDIX

The following forms and certifications shall be completed by the Offeror and shall be submitted with the Proposal. Failure to provide these forms and certifications may cause the proposal to be determined to be non-responsive and not considered for selection.

Forms and Certifications:

- Exhibit A Bidder's Questionnaire
- Exhibit B Prohibition of Contracts with Companies that Boycott Israel
- Exhibit C Form CIQ Conflict of Interest Questionnaire
- Exhibit D Non-Collusion Affidavit
- Exhibit E Certification of Suspension and Debarment (only if applying for federal funded projects)
- Exhibit F Certifications and Restrictions on Lobbying (only if applying for federal funded projects)

EACH PROPOSAL SHALL INCLUDE A SEPARATE AND SEALED ENVELOPE WITH THE FOLLOWING INFORMATION MARKED CONFIDENTIAL:

FINANCIAL AND BACKGROUND INFORMATION

- Provide a bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where your firm holds a corporate account.
- Identify any conditions (i.e. bankruptcy, pending litigation planned office closures, impending merger) that may impede the Firm's ability to perform the services. In addition, provide any information concerning instances where the Firm was debarred, disqualified, or removed from a federal, state, or local government public transportation project.
- Firm has provided supplemental information that includes outline of capacity and readiness to operate programs funded at a level of up to \$500,000 over a two year period, including supporting documentation of resources including venture capital, investors, and financial partners.
- Describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be provided. This includes any instances in which the firm or any of its employees, subcontractors or subconsultants is or has been involved within the last five years.

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. Unnecessarily elaborate or voluminous responses are neither required nor wanted. The 40-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 or any other agency staff other than the members of the DCTA Procurement Department 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(s), 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 Proposer(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 and score the proposals based on the following scoring criteria:

SCORING CRITERIA	WEIGHT
Project Approach Demonstrates ability to utilize cutting-edge technologies and mobility industry innovations to provide a product customized to agency service needs. Proposal provides opportunity for DCTA to be a national leader in providing dynamic mobility solutions, particularly to fast-growing, low-density, suburban customer markets. Firm shows capacity, within their product offerings, to address full scope of services outlined. Outline of service model, including information on schedule, operations, and functionality of the model from the perspective of service operator, agency clients, and service user. Demonstrates service's accommodation for a variety of passenger types, including seniors, individuals with disabilities, unbanked populations, and customers without mobile access.	50
Qualifications and Experience Provides company history and background to demonstrate ability to address service needs and manage personnel changes throughout potential contracts. Demonstrates experience in transportation service design and operations. Demonstrates experience in developing technology and software solutions for mobility services.	25
Statement of Project Understanding Demonstrates the understanding of intent of the scope of work, as well as agency objectives and vision. Statement from firm or contractor team	10

addresses DCTA's mobility-as-a-service goals, understanding of existing mobility challenges and needs of DCTA service area, and acknowledges ability to meet requirements, if applicable, of FTA rules and regulations.	
Price Case study includes a service scenario and pricing model for one or more mobility service program suitable to DCTA. Price proposal includes, if applicable, fare estimates, as well as any set up and initiation fees, training fees, and service costs. Firm provides innovative approaches to financial partnerships to help fund new types of services.	5
Integration with Existing Services/Technology Provides outline of how service will integrate with regional transit mobile applications and fare payment systems. Demonstrates flexibility and willingness to create APIs and cross-platform solutions to technology integration challenges.	5
Financial Background Information Firm provides requested financial background information.	5
Total	100
Required Forms and Certifications All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 7.	Pass/Fail

3. TECHNICAL EVALUATION

Following evaluation and scoring of the technical proposals submitted, DCTA will identify those Proposers 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 considered for selection. DCTA will reject proposals with a score less than 70 points.

4. INTERVIEWS

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

5. BEST AND FINAL OFFER

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

6. CONTRACT AWARD

DCTA intends to select multiple firms in the two categories – Federal and Non-Federal. DCTA reserves the right to award multiple contracts in each subcategory listed in Section 6

– Scope of Services. A list will be generated identifying the selected firms under Federal and Non-Federal categories then by each subcategory listed in Section 6 – Scope of Services. The selected firms in each category will be asked to submit proposals based on customized service parameters. These proposals will then be evaluated by the following general criteria:

- Project Cost
- Project Approach to Address Service Request
- Timeline of Project Delivery
- Innovation in Approach
- Customer Service
- Data and Ridership Reports Available

Based on this evaluation, one or more selected firms may enter into task orders for specific projects and services.

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.

DCTA reserves the right to award multiple contracts in the various categories – Federal and Non-Federal. A list will be generated identifying the firms selected under Federal and Non-Federal categories then by each subcategory listed in Section 6 – Scope of Services. The selected firms or contractor teams will be invited to enter into master on-call contracts with DCTA. DCTA will negotiate fair and reasonable rate(s) for specific work and projects authorized through issuance of Task Orders.

3. ADDENDUM

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

4. PROOF OF INSURABILITY

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

5. CONFIDENTIALITY

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

6. TAXES

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

7. INDEMNIFICATION

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, DENTON COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "DCTA"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE,

INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF DCTA AND PROPOSER, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF DCTA, PROPOSER, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON PROPOSER'S BEHALF, CAUSED BY PROPOSER, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

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

PROPOSER, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, PROPOSERS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS DCTA, EXCEPT TO THE EXTENT THAT DCTA IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF PROPOSER'S OR ANY OTHER PERSON WORKING ON PROPOSER'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR PROPOSER UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PROPOSER AND DCTA, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A PROPOSER'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROPOSER UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

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

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

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

8. PAYMENT

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

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

DCTA Accounts Payable

PO Box 96

Lewisville, TX 75067

Or email to accountspayable@dcta.net

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

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

Termination for Default

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

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

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.
- (3) The Contractor cures such failures to perform within 10 calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of DCTA.

Termination of Force Majeure

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

Disputes

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

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

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

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

16. CONTRACT

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

17. PROHIBITION OF BOYCOTT ISRAEL

Company verifies that it does not Boycott Israel, and agrees that during the term of this Agreement /Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

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 Director of Procurement 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 Director of Procurement 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 Director of Procurement 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 other funding sources. 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.

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 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.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation

All Contracts except micro-purchases (\$3,500 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 \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

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 \$150,000 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 (\$3,500 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 \$150,000.
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

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 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 purchaser 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.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

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 the 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 of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient 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. Regular Item 13, Exhibit 3, p. 19-05

Government Wide Debarment and Suspension (Non Procurement)

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," <http://https.www.sam.gov.proxy1.semalt.design> 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 <http://https.www.sam.gov.proxy1.semalt.design> 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

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 (\$3,500 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 (\$3,500 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 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 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

All contracts over \$150,000

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 (10) 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 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 arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special

Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,500 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, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 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

All contracts except micro-purchases (\$3,500 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.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) 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 and as amended by MAP-21 23 U.S.C. § 517(d), 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 provisions 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 FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

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).

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.

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.

Veterans Preference

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

The Contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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.

CFDA number for the Federal Transportation 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.

Required Forms and Certifications Exhibits A-F

**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), does hereby verify on behalf of said company to the DCTA that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title:

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 _____

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

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

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

STATE OF TEXAS

§

§

AGREEMENT FOR MOBILITY SERVICES

§

COUNTY OF DENTON

§

This Agreement for Transit Vehicle Tire Services ("Agreement") is made by and between Denton County Transportation Authority ("DCTA") and _____ ("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 innovative mobility services and/or products within DCTA member cities, DCTA-contracted communities, large employment centers, and partner organizations, as set forth in Exhibits "A" and "B", attached hereto and incorporated herein, and in accordance with the terms and conditions set forth in this Agreement;

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**

The Term of this Agreement shall commence on _____ (the "Commencement Date") and continue through _____, unless sooner terminated as provided herein.

**Article II
Contract Documents**

2.1 This Agreement consists of the following items:

- A. This Agreement;
- B. DCTA Solicitation _____ "_____"; and all addenda thereto ("DCTA RFP _____") (attached as Exhibit "A"); and
- C. Contractor's Response to DCTA RFP _____ (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. 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.

Article V Compensation and Method of Payment

5.1 DCTA shall compensate Contractor 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 Devotion of Time; Personnel; and Equipment

6.1 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.

6.2 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.

6.3 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 VII 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 VIII Insurance

8.1 Contractor shall provide DCTA with a certificate of insurance or a copy of its insurance policy(s) evidencing the coverage and coverage provisions identified herein within ten (10) days of request from DCTA. Contractor shall provide DCTA evidence that all subcontractors performing work under this Agreement have the same types and amounts of coverage as required herein or that the subcontractors are included under the Contractor'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.

8.2 Insurance requirements will be negotiated for the various types of services to be implemented. Requirements will include, General Liability, Auto Liability and Workers' Compensation in addition, where applicable, Cyber Liability, Property Coverage, Accident Insurance or Professional Liability 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.

8.3 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 Contractor's operations in performance of this Agreement.

8.4 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.

8.5 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. However, in no event shall the total limits of liability available for any one occurrence or accident be less than the amounts required.

8.6 No Commencement Without Coverage. Contractor shall not commence work under this Agreement until all required insurance has been obtained by Contractor and approved by DCTA. Contractor shall not allow any subcontractor to commence work until all similarly required insurance has been obtained and approved. Approval of the insurance by DCTA shall not relieve or decrease the liability of the Contractor.

8.7 Certificates. Certificate of Insurance, evidencing insurance coverage as required, shall be furnished to the Procurement Department prior to commencement of work and within ten (10) calendar days after the date of notice of award. Failure to provide the required certificates within the time allotted shall not be considered cause for modification of any contractual time limits.

Certificates shall be provided by Contractor and anyone else involved in the performance of work under this Agreement not otherwise included under Contractor's coverage, including all subcontractors.

All certificates from Contractor and any subcontractors must be issued reflecting DCTA as the certificate holder, as well as the project number. 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 insurance companies shall have a Best's rating of A- 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 having a Best's rating lower than A- will not be acceptable as compliant with the insurance requirements of this Agreement, unless such insurance companies are approved in writing prior to the award of contract. Certificates of Insurance shall contain transcripts from the proper office of the insurer, specifically evidencing those insured, the extent of the insurance, the location, and the cancellation clause, as required.

8.8 No Lapse or Cancellation. Contractor, subcontractors, and anyone else involved in the work under this Agreement shall neither cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall include a clause stating that the policy shall remain in effect and not be canceled, reduced, restricted, or limited for a minimum of thirty (30) days after DCTA has received written notification. In the event of cancellation or lapse of insurance, Contractor shall notify DCTA immediately and, unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance covered is supplied.

8.9 Breach. Failure to maintain coverage as required shall constitute a material breach and default.

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 Termination

10.1 Termination for Convenience. DCTA may terminate this Agreement upon thirty (30) days' written notice if it is determined 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 work completed before termination, and for all reasonable close-out costs including reasonable profit to include materials purchased, work performed and reasonable profit. 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 work not performed but which would have been performed had this Agreement not been terminated.

10.2 Termination for Default. If 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, whither or note the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

10.3 Termination for Force Majeure. To the extent either Party shall be wholly or partially prevented from the performance of the term specified under this Agreement, 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 causes 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.

Article XI FTA Contractual Requirements

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

Article XII Miscellaneous

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

12.7 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.

12.8 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.

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

12.10 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:

Peter G. Smith
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:

12.11 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.

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

12.13 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 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 PERFORMED BY CONTRACTOR 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 TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE AGREEMENT, 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.

CONTACTOR ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTOR, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DCTA FROM AND AGAINST ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND AGREES TO ASSUME THE DEFENSE OF DCTA TO ANY SUCH SUIT AT IT COST AND EXPENSE. 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 PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF CONTRACTOR.

CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORK MEN, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON CONTRACTORS 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, WORK MAN 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 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 BY CONTRACTOR OF OR FAILURE BY CONTRACTOR 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, SUBCONTRACTOR OF CONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK BY CONTRACTOR; AND (III) CONTRACTOR'S FAILURE TO SECURE AN 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, SUBCONTRACTOR OF CONTRACTOR, 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.

12.14 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.

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

12.16 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.

12.17 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.

12.18. 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.

(signature page to follow)

EXECUTED this _____ day of _____, 2019.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Peter G. Smith, General Counsel
(01-14-2019/TM105357)

EXECUTED this _____ day of _____, 2019.

Contractor

By: _____
Name: _____
Title: _____

EXHIBIT "A"
DCTA RFP # _____

SAMPLE

EXHIBIT "B"
Contractor's Response to DCTA RFP # _____

SAMPLE

Question and Answers for Bid #19-05 - Mobility as a Service

Overall Bid Questions

There are no questions associated with this bid.



DENTON COUNTY
TRANSPORTATION
AUTHORITY

January 25, 2019

ADDENDUM NO. 1

RFP 19-05

Mobility as a Service

Clarification:

For firms submitting proposals on federally funded project categories, be sure to review the Federal Clauses in the RFP and pay special attention to the Drug and Alcohol Abuse & Testing and the Civil Rights Requirements sections.

Questions & Answers:

Refer to attached Q&A Spreadsheet for questions and answers received to date. An additional addendum will be issued soon to address additional questions received.

Addendum 1 Attachments:

Attachment 1 – Q&A Spreadsheet

Attachment 2 - Map of Coverage Area

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 black ink, appearing to read "Sarah Martinez".

Sarah Martinez, CPPB
Director of Procurement

Acknowledged by: _____ Date: _____
Firm/Representative

Attachment 1

RFP 19-05 Mobility as a Service

No	Date	Question	Response	Date
1	1/18/2019	Are advertisements allowed on the vehicles or modes of transportation?	While DCTA is open to exploring advertisement options with vendors, opportunities will be at the Agency's discretion and will require input from the community being served. Though the Agency may approve an advertising program, all ads will be subject to DCTA review and the Agency has the right to refuse an advertiser or mandate creative/language modifications based on DCTA's brand standards and code of ethics. Advertising on vehicles will also have to conform to any applicable ordinance that restrict certain advertising.	1/25/2019
2	1/18/2019	Can you provide a map of the coverage area?	See Attachment 2 - Map of Coverage Area. The coverage area of DCTA service is mainly centered in Denton and Collin Counties. DCTA Member cities (dark green on the map), where city governments dedicate a portion of sales tax to DCTA for transportation service, are the cities of Denton, Highland Village, and Lewisville. Other service areas (light green on the map) are areas where DCTA provides contracted transportation services. DCTA is also the transportation provider for the McKinney Urban Transit District (orange) Member city areas of partner transit agencies (Trinity Metro and DART) are shaded in purple and off-white, respectively. DCTA partners with these agencies to coordinate regional coordinated transportation service across different transit systems.	1/25/2019
3	1/22/2019	I was curious if there was a specific budget that was in mind for the project as a whole. If there is was it a phased approach or is it a lump sum of money? If you could help me understand the financials for DCTA in regards to this proposal it would be greatly appreciated.	There is no specific budget for projects being solicited in this RFP, and funding sources are going to be varied and have different types of distribution processes. Each project will be developed through task order execution which will outline program parameters and budget. We expect to have projects at all scales and various levels.	1/25/2019



DENTON COUNTY
TRANSPORTATION
AUTHORITY

February 1, 2019

ADDENDUM NO. 2

RFP 19-05

Mobility as a Service

Changes:

1. Agency Responses to the first round of Questions will be posted on BidSync via Addendum by Monday, February 4, 2019 5:00 pm CST.
2. Due date for the second round of Questions has been extended through February 11, 2019 5:00 pm CST.

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 black ink, appearing to read "Sarah Martinez".

Sarah Martinez, CPPB
Director of Procurement

Acknowledged by: _____ Date: _____
Firm/Representative



DENTON COUNTY
TRANSPORTATION
AUTHORITY

February 4, 2019

ADDENDUM NO. 3

RFP 19-05

Mobility as a Service

Changes:

1. Agency Responses to the first round of Questions will be posted on BidSync via Addendum by Wednesday, February 6, 2019 5:00 pm CST.
2. The proposal due date has been extended through March 12, 2019 4:00 pm CST.

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 black ink, appearing to read "Sarah Martinez".

Sarah Martinez, CPPB
Director of Procurement

Acknowledged by: _____ Date: _____
Firm/Representative



DENTON COUNTY
TRANSPORTATION
AUTHORITY

February 6, 2019

ADDENDUM NO. 4

RFP 19-05

Mobility as a Service

Changes:

1. Due date for the second round of Questions has been extended through February 15, 2019 5:00 pm CST.
2. Agency Responses to the second round of Questions will be posted on BidSync via Addendum by Tuesday, February 26, 2019 5:00 pm CST.
3. Page 10 – Proposal Submittal Information – Second Paragraph, Last Sentence – Delete and replace with the following:
“The proposal shall not exceed 40 double-sided pages.”
4. Page 12 - Proposal Submittal Information – Tab 3 Project Approach, End of First Paragraph – Add the following:
“Firms or contractor teams only need to address the subsections applicable to their product/service offerings.”
5. Page 14 – Proposal Submittal Information – Tab 3 Project Approach, End of Section – Add the following:
“The Project Approach section of the proposal submittal will be scored based on the overall response to this section. Each subsection in Tab 3 does not require a detailed response from each proposal team. The subsections provide a suggested outline for presenting a project approach that will allow the proposal evaluation team to fully understand and assess the capability of a vendor based on the applicable components their product line will bring to a mobility service. Subsections that are not applicable to the firm's capabilities will not impact the overall score of the Project Approach.”



DENTON COUNTY
TRANSPORTATION
AUTHORITY

6. Page 12 – Proposal Submittal Information – Tab 3 Project Approach, Section 3.2.2 – Delete first sentence and replace with the following:
“Outline how your services could integrate with regional mobile app and fare payment systems, as well as other potential regional transit applications that DCTA or its partner transit agencies will develop in the future.”
7. Page 18 – Scoring Criteria, Integration with Existing Services/Technology – Delete first sentence and replace with the following:
“Provides outline of how service could integrate with regional transit mobile applications and fare payment systems.”
8. Page 14 – Tab 5 Price, Delete and Replace with the following:
“Provide one or more case studies that include a service scenario and pricing model for a mobility services program suitable for DCTA. Include fare estimates, if applicable, and the base on which the firm calculates fares for each product they are offering in this proposal.”

Questions & Answers:

Refer to attached Q&A Spreadsheet for questions and answers received to date.

Addendum 4 Attachment:

Attachment 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, CPPB
Director of Procurement

Acknowledged by: _____ Date: _____
Firm/Representative

Attachment 1

RFP 19-05 Mobility as a Service

No	Date	Question	Response	Date
1	1/18/2019	Are advertisements allowed on the vehicles or modes of transportation?	While DCTA is open to exploring advertisement options with vendors, opportunities will be at the Agency's discretion and will require input from the community being served. Though the Agency may approve an advertising program, all ads will be subject to DCTA review and the Agency has the right to refuse an advertiser or mandate creative/language modifications based on DCTA's brand standards and code of ethics. Advertising on vehicles will also have to conform to any applicable ordinance that restrict certain advertising.	1/25/2019
2	1/18/2019	Can you provide a map of the coverage area?	See Attachment 2 - Map of Coverage Area. The coverage area of DCTA service is mainly centered in Denton and Collin Counties. DCTA Member cities (dark green on the map), where city governments dedicate a portion of sales tax to DCTA for transportation service, are the cities of Denton, Highland Village, and Lewisville. Other service areas (light green on the map) are areas where DCTA provides contracted transportation services. DCTA is also the transportation provider for the McKinney Urban Transit District (orange). Member city areas of partner transit agencies (Trinity Metro and DART) are shaded in purple and off-white, respectively. DCTA partners with these agencies to coordinate regional coordinated transportation service across different transit systems.	1/25/2019
3	1/22/2019	I was curious if there was a specific budget that was in mind for the project as a whole. If there is was it a phased approach or is it a lump some of money? If you could help me understand the financials for DCTA in regards to this proposal it would be greatly appreciated.	There is no specific budget for projects being solicited in this RFP, and funding sources are going to be varied and have different types of distribution processes. Each project will be developed through task order execution which will outline program parameters and budget. We expect to have projects at all scales and various levels.	1/25/2019
4	1/24/2019	What information can you provide about paratransit ridership, including points of origination, mobility devices used, wheelchairs/transfer from wheelchair?	2.5% of our riders are in wheelchairs based on 2.9 million riders. DCTA currently provides paratransit services in the following cities: Frisco, Collin County (McKinney, Celina, Lowry Crossing, Melissa and Princeton), Denton, Lewisville and Highland Village.	2/6/2019
5	1/24/2019	Does DCTA currently partially subsidize rides for non-ADA seniors or plan to do so with this new bid solicitation? If so, what ride volume has occurred or is projected?	DCTA currently subsidizes rides for non-ADA seniors for both Collin County Transit and Frisco. This can vary from city to city. DCTA is seeking solutions to set up different subsidiary customers.	2/6/2019
6	1/28/2019	May partners be added to our team at future dates, or do all potential partners for any conceivable task order need to be named in the proposal?	Please refer to Addendum 4, Items 2-4 for additional information. DCTA is seeking proposals from a wide-range of firms to multiple innovative solutions for DCTA member cities, contracted communities, partner organizations, etc.	2/6/2019
	1/28/2019	Can you please describe how the task order process? Will task orders be competitive amongst all the pre-selected teams, or will task orders be sole sourced to particular teams?	DCTA intends to select multiple firms in two categories - Federal and Non-Federal and award multiple on-call contracts in each subcategory listed in Section 6 - Scope of Services. A list will be generated identifying the firms selected under Federal and Non-Federal categories, then by each subcategory listed in Sections 6.2-6.5. All selected firms in each subcategory will be asked to submit proposals based on customized service parameters. These proposals will then be evaluated by the following general criteria: Project Cost, Project Approach to Address Service Request, Timeline of Project Delivery, Innovation in Approach, Customer Service, Data and Ridership Reports Available. Based on this evaluation, one or more selected firms may enter into task orders for specific projects and services. DCTA is seeking proposals from a wide range of firms to provide multiple solutions for all service areas and intends to award multiple contracts. Please refer to the Evaluation and Selection part of the RFP, Section 6 - Contract Award on pages 18-19.	2/6/2019
8	1/28/2019	In section 6, subcategory 6.4 - Does each individual Subcategory carry a specific budget that is allocated for completion of that part of the project?	No	2/6/2019
9	1/28/2019	With the current RFP submission deadline being Feb 26th, 2019 at 4:00PM CST would DCTA consider extending the time allowed to propose a solution due to the complexity of the project and to coordinate with potential service providers?	Please refer to Addendum 3, Item 2 for proposal deadline change.	2/6/2019
10	1/28/2019	In section 6, subcategory 6.4 - After May 1st, 2019 contracts commence does DCTA have a timeline for implementation that they wish to follow or is each Subcategory going to have their own desired outcome? If so, what is the implementation timeline for each Subcategory?	There are no anticipated timelines as the services are on-call (as-needed) and will vary depending on size and scope of work. Please refer to Section 9 - Award section on page 9 for additional information.	2/6/2019
11	1/28/2019	In section 6, subcategory 6.4, Platform as-a- service DCTA mentions integrations for mobile app and fare payment systems that are currently in place, Could you please specify what vendors DCTA is currently working with for each application requiring integration?	DCTA currently integrates with DART Go-Pass but desires to adopt solutions that offer flexibility for integration with other platforms. DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Please refer to the Tab 4 - Integration with Existing Services / Technology on Page 14 for additional information.	2/6/2019
12	1/28/2019	Will pricing provided for a Task Order in a specific area be uniform for all DCTA partnering cities or will new terms/pricing need to be established if a partnering city requires the same service type?	The selected firms or contractor teams will enter into master on-call contracts with DCTA for a contract term of five years. If the need for a specific service or project arises, DCTA will negotiate fair and reasonable rates for the specific service or project authorized through issuance of Task Orders. Please refer Section 9 - Award on page 9 for additional information.	2/6/2019
13	1/28/2019	Given the page limit for the proposal, would DCTA allow proposers submitting bids for multiple subcategories to submit separate proposals? Or would the DCTA consider increasing the page limit for a single proposal encompassing multiple subcategories?	Firms or contractor teams may submit a proposal for a single subcategory or multiple subcategories. Please refer to Addendum 4, Item 1 for page limit change.	2/6/2019

14	1/28/2019	Is there an annual budget that DCTA has allocated to the various subcategories? If so, please specify.	No, DCTA receives funding from a variety of sources that can apply to some or all subcategories. Please refer to Section 8 - Funding section on page 9 for additional information.	2/6/2019
15	1/28/2019	For any service requiring operators under this RFP, does DCTA require operators to undergo drug and alcohol testing?	Drug and alcohol testing is industry best practices. If submitting for non-federally funded projects, drug and alcohol testing is not required but recommended. If submitting for federally funded programs, the firm or contractor team is required to meet FTA drug and alcohol requirements including having a drug and alcohol program and conducting pre-employment, random, reasonable suspicion, post accident, return to duty, and follow-up testing. The full requirements are provided in 49 CFR 40.	2/6/2019
16	1/28/2019	Will both federally funded and non-federally funded contractors be subject to certain employment requirements, including but not limited to criminal background checks and drug and alcohol testing? Or would the FTA FAQ guidance on the taxicab rule and passenger choice apply?	Background checks and drug and alcohol testing are industry best practices. If submitting for non-federally funded projects, these items are not required but recommended. While firms or contractor teams who elect not to, can still be considered for selection as part of the RFP process. If submitting for federally funded projects, all federal rules and regulations must be followed.	2/6/2019
17	1/28/2019	Since DCTA reserves the right to award multiple contracts in each subcategory, if an award is granted to a firm, will that firm be guaranteed a Task Order at some point of its contract term?	The selected firms or contractor teams will enter into master on-call contracts with DCTA for a contract term of five years. If the need for a specific service or project arises, DCTA will negotiate fair and reasonable rates for the specific work and project authorized through issuance of Task Orders. However, firms and contractor teams should be reminded that this procurement and resulting award(s) is available to any other public agency located in Texas and other transportation organizations nationwide as allowed by Texas law. Please refer Section 9 - Award on page 9 for additional information.	2/6/2019
18	1/28/2019	Subcategory 1 - If a firm proposes to provide vehicles for the 'self-dispatch' solutions, does DCTA have facility space to accommodate the parking of these vehicles?	DCTA anticipates that space may be available at one of our facilities in Lewisville or Denton subject to availability. This will be addressed as part of the development of the project specific task order.	2/6/2019
19	1/28/2019	Subcategory 1 - Must the required autonomous vehicle meet federal ADA laws?	If submitting for non-federally funded projects, firms or contractor teams with non-ADA accessible vehicles may still be considered for selection as part of the RFP process. If submitting for federally funded projects, the vehicles must be ADA accessible per FTA rules and regulations.	2/6/2019
20	1/28/2019	Subcategory 1 - Is a certain percentage of ADA accessible vehicles required to be available for use?	If submitting for non-federally funded projects, a set percentage is not required and would depend on the specific project to be implemented. If submitting for federally funded projects, all vehicles must meet FTA ADA requirements.	2/6/2019
21	1/28/2019	Subcategory 1 - Who is responsible for providing fuel? DCTA or Contractor?	DCTA is seeking proposals from a wide-range of firms to multiple innovative solutions for DCTA member cities, contracted communities, partner organizations, etc. Proposals should indicate if fuel is included in the proposed approach or not.	2/6/2019
22	1/28/2019	Subcategory 1 - Do any of the vehicles provided by the contractor need to be alternative fueled?	While alternative fueled vehicles are not required, firms or contractor teams may provide solutions that are competitive.	2/6/2019
23	1/28/2019	Is there a DBE goal for this RFP? If so, please specify.	No, there is not a DBE goal for this RFP. Please refer to Solicitation Overview and Endorsement on page 3 for additional information.	2/6/2019
24	1/28/2019	Would the DCTA consider a two-week extension of the proposal due date to allow bidders to prepare a thorough, responsible bid?	Please refer to Addendum 3, Item 2 for proposal deadline change.	2/6/2019
25	1/28/2019	Please provide the following data for all current DCTA transportation services: Ridership, on-time performance, annual revenue hours, annual platform hours and miles, productivity, and other relevant data.	This information is not necessary for submittal of proposals as part of the RFP process. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/6/2019
26	1/28/2019	Which entity handles ADA passenger certifications - the DCTA or the contractor? Please describe any responsibilities the contractor has for this process.	DCTA currently conducts all customer eligibility determinations (ADA, Access, Frisco, etc.). Once a specific project is identified, DCTA will work with the selected vendor to determine the best path forward as it relates to ADA certification and this information will be laid out in the project specific task order.	2/6/2019
27	1/28/2019	Do any key personnel positions need to be dedicated to the various subcategories? If so, does any of this staff need to be physically located in Denton County?	Dedicated key personnel is not required however the level of support must be responsive. Please refer to Tab 2 Experience and Qualifications on page 11 for additional information.	2/6/2019
28	1/28/2019	Is there a liquidated damage schedule that bidders should be aware of?	No, there are no liquidated damages for this RFP. Please refer to the Contract Work Hours & Safety Standards Act section on page 35 of the Federal Clauses for additional information.	2/6/2019
29	1/28/2019	Will a call center or customer service line need to be established for any of the first two Subcategories? If so, will customer service calls need to be reported back to DCTA?	This depends on the specific service proposal negotiated under the task order process. Firms and contractor teams are encouraged to highlight their capabilities if customer service is a competitive advantage.	2/6/2019
30	1/28/2019	Proposal submittal information - Please clarify if the list of references required is for the company, key staff members, or both.	List key projects relevant to Scope of Services your firm has performed. Key staff members are not required. Please refer to Tab 2 - Experience and Qualifications for additional information.	2/6/2019
31	1/28/2019	Please confirm the Sample Contract ("Agreement for Mobility Services") included in pages 54-56 is for review purposes only and not required for completion and submission with proposal.	The sample contract is included for review and acceptance. Please refer to Proposal Submittal Information for instructions on items required to be submitted.	2/6/2019
32	1/28/2019	Regarding this sentence on page 12 of the RFP: "Provide one or more cost proposals for a service at a scale and delivery level that meet the agency objectives outlined in this RFP." Please provide a sample level of service that all bidders can use to provide a baseline cost proposal for Subcategory 1, Demand-Response Rideshare Service. (Examples: revenue service hours, days of service, service area, vehicle service hours, peak vehicles, average passenger trip distance, average passenger travel time, etc.)	Please refer to Addendum 4, Item 6 for additional information.	2/6/2019

33	1/28/2019	Subcategory 1 - How does DCTA plan to reimburse expenses for service provision? For example, contractors may charge by passenger mile, vehicle revenue hour (first pick-up, last drop-off), or vehicle service hour (gate to gate). TNC rates may include initial cost, service fee, price per minute, price per mile, minimum fare, maximum fare, and/or a cancellation/no show fee. Taxi fees may include initial drop fee, fraction of mile/full mile, traffic delay time/waiting time, extra passenger fee, and/or an airport/special destination fee.	Please refer to General Terms and Conditions - Section 8 (p.23) for information on contracts payments. Specific charges and expenses paid for by DCTA will be based on a negotiated task order and adopting the service model agreed to in a master contract.	2/6/2019
34	1/28/2019	Subcategory 1 - Does DCTA have any performance standards to be used for measuring performance, assessing penalties, and/or awarding incentives? Examples include on-time performance (and assumed window), passenger travel time, complaints, etc.	DCTA shall use industry standard for example: on-time performance, trip denials/cancellations, customer satisfaction, etc. Overall performance will dictate long term/future.	2/6/2019
35	1/28/2019	Subcategory 1 - Should contractors assume that they provide fleet, facilities, and fuel required?	DCTA is seeking proposals from a wide-range of firms to multiple innovative solutions for DCTA member cities, contracted communities, partner organizations, etc. Proposals should indicate if fleet, facilities and fuel is included in the proposed approach or not.	2/6/2019
36	1/28/2019	Will Subcategory 1 trips be General Public only or also include ADA complementary service?	This subcategory would include service to limited sets of customers selected by qualified criteria (such as ADA passengers) as well as service open to the General Public.	2/6/2019
37	1/28/2019	Please provide a sense of how quickly the contractor would need to "scale the number of vehicles up or down" if requested. (RFP pg. 11)	DCTA will contract with selected firms to determine appropriate roll out schedule.	2/6/2019
38	1/28/2019	Subcategory 1 - Please address how often vehicles need to be replaced.	This will be addressed in a negotiated task order.	2/6/2019
39	1/28/2019	Please provide a technical contact for any proposed integration with the GoPass application.	Please refer to Addendum 4, Items 4-5 for additional information on integration. Firm or contractor team shall describe current capability with GoPass. If Firm or contractor team does not have capability, describe willingness to address. Flexibility and willingness to create APIs and cross-platform solutions to integrate service with existing and future mobility technologies will be viewed favorably.	2/6/2019
40	1/28/2019	Is a customer service number required for any of the demand response rideshare services? If so, would DCTA require the contractor to provide this number?	If a firm or contractor team has a dedicated customer service number for passengers, that should be included in Section 3.1 - Service Model of the proposal. Requirement of a customer service number for a given service depends on the task order. DCTA will partner with selected firms or contractor teams on specific task orders to determine best support solution.	2/6/2019
41	1/28/2019	Does DCTA anticipate that the demand response rideshare services will be available 24 hours a day as Uber and or Lyft are now?	Service hours shall be defined by task order based on specific customer demands.	2/6/2019
42	1/28/2019	What is the breakdown of ridership by route/line for the past 5 years?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
	1/28/2019	What is DCTA's projected ridership growth by route/line for the next 5 years?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
44	1/28/2019	What is the age-cohort breakdown of ridership for 2018?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
45	1/28/2019	What new routes/lines have been considered in the past 5 years? Which ones were not implemented and why?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
46	1/28/2019	Are there any regions, demographics, or groups that DCTA has identified as being underserved or as priority for improved services?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
47	1/28/2019	How many vehicles does DCTA have on the road during each day of the week by route/line?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
48	1/28/2019	Can we get anonymized passenger origin/destination trip data?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
49	1/28/2019	We would like to respectfully request a two week extension to the RFP due date. Our proposed due date is March 12, 2019.	Please refer to Addendum 3, Item 2 for proposal deadline change.	2/6/2019
50	1/28/2019	Can you clarify how you would like the prime/subcontractor relationship to work with this procurement? Can subcontractors respond on a prime's submission as their partners and then also submit as primes?	Firms or contractor teams are welcome to submit proposals. If a proposed subcontractor can perform a focused response to one particular response subcategory but also supplement a prime contractor's service proposal, they are encouraged to contribute to two distinct proposals.	2/6/2019
51	1/28/2019	Given that the specific scope of work for future task orders is not yet known, should a proposal indicate which subcontractors a prime would use if awarded a contract? Or will that be decided once a task order is issued to the prime?	If information is known, it should be included in the proposal. Additional details will be scoped by each task order.	2/6/2019
52	1/28/2019	If a proposal puts forth a contractor team (prime + sub(s)), does DCTA intend to award contracts to all the teams on a bid, or do you reserve the right to take only some resources from a bid in the contract award?	DCTA reserves the right to reject prime contractors or subcontractors during the time of contract.	2/6/2019
53	1/28/2019	Can two subsidiaries of the same company propose separate bids?	Yes, separate bids will be considered if the proposals are for distinct project response categories.	2/6/2019
54	1/28/2019	Can you please clarify the statement on p10 that requires "A statement indicating that the firm agrees to allow other agencies to use this RFP for services." Does this include pricing, or simply the right to award?	The procurement and resulting award(s) is available to any other public agency located in Texas as well as other transportation organizations nationwide as allowed by Texas law.	2/6/2019
	1/28/2019	DCTA's "service needs" are referenced on Pages 12 and 17 of the bid document, and the proposer's ability to meet them. Could DCTA please specifically outline these needs, in addition to what is included in the Agency Objectives and the Overview sections?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/6/2019

56	1/28/2019	A Service Model, including information on schedule and operations, is requested on Page 12. Are firms that are not operators as defined in this RFP (scheduling, provider of vehicles, etc.), but that facilitate the integration/booking of the services sought by DCTA, encouraged to apply to the RFP? If so, does the submission of a Service Model remain a requirement? If not, how will the scoring be impacted?	Please refer to Addendum 4, Items 2-4 for additional information.	2/6/2019
57	1/28/2019	On p14 it is requested to "Provide one or more cost proposals for a service at a scale and delivery level that meet the agency objectives outlined in this RFP." Some services require cooperation of other agency partners, and thus it may be premature to include binding pricing. Is it permissible in those instances to not include pricing at this time?	Please refer to Addendum 4, Item 6 for additional information.	2/6/2019
58	1/28/2019	On p15 it is indicated to "include company brochure." For clarity, what information do you expect the brochure include?	The brochure can contain general company information and product information. It can be in a format that would be distributed to DCTA board members, interested clients and agency partners to understand more about the company's product offerings and approach to mobility services.	2/6/2019
59	1/28/2019	On p15, it is required to "Provide a bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where your firm holds a corporate account." Could DCTA specify the purpose of this requirement?	DCTA is requesting information for evaluation purposes to establish the responsibility, qualifications and financial stability of proposers, proposed subcontractors, etc. to perform and furnish the work.	2/6/2019
60	1/28/2019	On p15 it is requested to provide supplemental financial information. For the purposes of clarity, can you provide more detail on the types of documentation that are permissible?	Supporting documentation of resources including venture capital, investors, and financial partners. Please refer to Financial and Background Information on page 15 for additional information.	2/6/2019
61	1/28/2019	Can an entity appear as a subcontractor on multiple contract team bids?	Yes	2/6/2019
62	1/28/2019	What is the expected monthly ride volume for on-demand mobility services in DCTA's service areas?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
63	1/28/2019	What is the estimated breakdown of the monthly transport volume for ambulatory curb-to-curb rides and higher levels of transport (door-to-door, wheelchair-accessible van)? Essentially, how much of a need is there for non-ambulatory modes of transportation within the populations that DCTA serves?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
64	1/28/2019	What are the payment models that DCTA is specifically interested in (eg. member pay, subsidy, mixed, etc)?	Please provide your approach, capabilities and ability to integrate with other solutions.	2/6/2019



DENTON COUNTY
TRANSPORTATION
AUTHORITY

February 26, 2019

ADDENDUM NO. 5

RFP 19-05

Mobility as a Service

Changes:

Updated Map of Coverage Area attached.

Questions & Answers:

Refer to attached Q&A Spreadsheet for questions and answers received to date.

Addendum 5 Attachments:

Attachment 1 – Q&A Spreadsheet

Attachment 2 – Map of Coverage Area

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 black ink, appearing to read "Sarah Martinez".

Sarah Martinez, CPPB
Director of Procurement

Acknowledged by: _____ Date: _____
Firm/Representative

RFP 19-05 Mobility as a Service

Attachment 1

No	Date	Question	Response	Date
1	1/18/2019	Are advertisements allowed on the vehicles or modes of transportation?	While DCTA is open to exploring advertisement options with vendors, opportunities will be at the Agency's discretion and will require input from the community being served. Though the Agency may approve an advertising program, all ads will be subject to DCTA review and the Agency has the right to refuse an advertiser or mandate creative/language modifications based on DCTA's brand standards and code of ethics. Advertising on vehicles will also have to conform to any applicable ordinance that restrict certain advertising.	1/25/2019
2	1/18/2019	Can you provide a map of the coverage area?	See Attachment 2 - Map of Coverage Area. The coverage area of DCTA service is mainly centered in Denton and Collin Counties. DCTA Member cities (dark green on the map), where city governments dedicate a portion of sales tax to DCTA for transportation service, are the cities of Denton, Highland Village, and Lewisville. Other service areas (light green on the map) are areas where DCTA provides contracted transportation services. DCTA is also the transportation provider for the McKinney Urban Transit District (orange) Member city areas of partner transit agencies (Trinity Metro and DART) are shaded in purple and off-white, respectively. DCTA partners with these agencies to coordinate regional coordinated transportation service across different transit systems.	1/25/2019
3	1/22/2019	I was curious if there was a specific budget that was in mind for the project as a whole. If there is was it a phased approach or is it a lump sum of money? If you could help me understand the financials for DCTA in regards to this proposal it would be greatly appreciated.	There is no specific budget for projects being solicited in this RFP, and funding sources are going to be varied and have different types of distribution processes. Each project will be developed through task order execution which will outline program parameters and budget. We expect to have projects at all scales and various levels.	1/25/2019
4	1/24/2019	What information can you provide about paratransit ridership, including points of origination, mobility devices used, wheelchairs/transfer from wheelchair?	2.5% of our riders are in wheelchairs based on 2.9 million riders. DCTA currently provides paratransit services in the following cities: Frisco, Collin County (McKinney, Celina, Lowry Crossing, Melissa and Princeton), Denton, Lewisville and Highland Village.	2/6/2019
5	1/24/2019	Does DCTA currently partially subsidize rides for non-ADA seniors or plan to do so with this new bid solicitation? If so, what ride volume has occurred or is projected?	DCTA currently subsidizes rides for non-ADA seniors for both Collin County Transit and Frisco. This can vary from city to city. DCTA is seeking solutions to set up different subsidiary customers.	2/6/2019
6	1/28/2019	May partners be added to our team at future dates, or do all potential partners for any conceivable task order need to be named in the proposal?	Please refer to Addendum 4, Items 2-4 for additional information. DCTA is seeking proposals from a wide-range of firms to multiple innovative solutions for DCTA member cities, contracted communities, partner organizations, etc.	2/6/2019
7	1/28/2019	Can you please describe how the task order process? Will task orders be competitive amongst all the pre-selected teams, or will task orders be sole sourced to particular teams?	DCTA intends to select multiple firms in two categories - Federal and Non-Federal and award multiple on-call contracts in each subcategory listed in Section 6 - Scope of Services. A list will be generated identifying the firms selected under Federal and Non-Federal categories, then by each subcategory listed in Sections 6.2-6.5. All selected firms in each subcategory will be asked to submit proposals based on customized service parameters. These proposals will then be evaluated by the following general criteria: Project Cost, Project Approach to Address Service Request, Timeline of Project Delivery, Innovation in Approach, Customer Service, Data and Ridership Reports Available. Based on this evaluation, one or more selected firms may enter into task orders for specific projects and services. DCTA is seeking proposals from a wide range of firms to provide multiple solutions for all service areas and intends to award multiple contracts. Please refer to the Evaluation and Selection part of the RFP, Section 6 - Contract Award on pages 18-19.	2/6/2019
8	1/28/2019	In section 6, subcategory 6.4 -Does each individual Subcategory carry a specific budget that is allocated for completion of that part of the project?	No	2/6/2019
9	1/28/2019	With the current RFP submission deadline being Feb 26th, 2019 at 4:00PM CST would DCTA consider extending the time allowed to propose a solution due to the complexity of the project and to coordinate with potential service providers?	Please refer to Addendum 3, Item 2 for proposal deadline change.	2/6/2019

10	1/28/2019	In section 6, subcategory 6.4 - After May 1st, 2019 contracts commence does DCTA have a timeline for implementation that they wish to follow or is each Subcategory going to have their own desired outcome? If so, what is the implementation timeline for each Subcategory?	There are no anticipated timelines as the services are on-call (as-needed) and will vary depending on size and scope of work. Please refer to Section 9 - Award section on page 9 for additional information.	2/6/2019
	1/28/2019	In section 6, subcategory 6.4, Platform as-a-service DCTA mentions integrations for mobile app and fare payment systems that are currently in place. Could you please specify what vendors DCTA is currently working with for each application requiring integration?	DCTA currently integrates with DART Go-Pass but desires to adopt solutions that offer flexibility for integration with other platforms. DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Please refer to the Tab 4 - Integration with Existing Services / Technology on Page 14 for additional information.	2/6/2019
12	1/28/2019	Will pricing provided for a Task Order in a specific area be uniform for all DCTA partnering cities or will new terms/pricing need to be established if a partnering city requires the same service type?	The selected firms or contractor teams will enter into master on-call contracts with DCTA for a contract term of five years. If the need for a specific service or project arises, DCTA will negotiate fair and reasonable rates for the specific service or project authorized through issuance of Task Orders. Please refer Section 9 - Award on page 9 for additional information.	2/6/2019
13	1/28/2019	Given the page limit for the proposal, would DCTA allow proposers submitting bids for multiple subcategories to submit separate proposals? Or would the DCTA consider increasing the page limit for a single proposal encompassing multiple subcategories?	Firms or contractor teams may submit a proposal for a single subcategory or multiple subcategories. Please refer to Addendum 4, Item 1 for page limit change.	2/6/2019
14	1/28/2019	Is there an annual budget that DCTA has allocated to the various subcategories? If so, please specify.	No, DCTA receives funding from a variety of sources that can apply to some or all subcategories. Please refer to Section 8 - Funding section on page 9 for additional information.	2/6/2019
15	1/28/2019	For any service requiring operators under this RFP, does DCTA require operators to undergo drug and alcohol testing?	Drug and alcohol testing is industry best practices. If submitting for non-federally funded projects, drug and alcohol testing is not required but recommended. If submitting for federally funded programs, the firm or contractor team is required to meet FTA drug and alcohol requirements including having a drug and alcohol program and conducting pre-employment, random, reasonable suspicion, post accident, return to duty, and follow-up testing. The full requirements are provided in 49 CFR 40.	2/6/2019
	1/28/2019	Will both federally funded and non-federally funded contractors be subject to certain employment requirements, including but not limited to criminal background checks and drug and alcohol testing? Or would the FTA FAQ guidance on the taxicab rule and passenger choice apply?	Background checks and drug and alcohol testing are industry best practices. If submitting for non-federally funded projects, these items are not required but recommended. While firms or contractor teams who elect not to, can still be considered for selection as part of the RFP process. If submitting for federally funded projects, all federal rules and regulations must be followed.	2/6/2019
17	1/28/2019	Since DCTA reserves the right to award multiple contracts in each subcategory, if an award is granted to a firm, will that firm be guaranteed a Task Order at some point of its contract term?	The selected firms or contractor teams will enter into master on-call contracts with DCTA for a contract term of five years. If the need for a specific service or project arises, DCTA will negotiate fair and reasonable rates for the specific work and project authorized through issuance of Task Orders. However, firms and contractor teams should be reminded that this procurement and resulting award(s) is available to any other public agency located in Texas and other transportation organizations nationwide as allowed by Texas law. Please refer Section 9 - Award on page 9 for additional information.	2/6/2019
18	1/28/2019	Subcategory 1 - If a firm proposes to provide vehicles for the 'self-dispatch' solutions, does DCTA have facility space to accommodate the parking of these vehicles?	DCTA anticipates that space may be available at one of our facilities in Lewisville or Denton subject to availability. This will be addressed as part of the development of the project specific task order.	2/6/2019
19	1/28/2019	Subcategory 1 - Must the required autonomous vehicle meet federal ADA laws?	If submitting for non-federally funded projects, firms or contractor teams with non-ADA accessible vehicles may still be considered for selection as part of the RFP process. If submitting for federally funded projects, the vehicles must be ADA accessible per FTA rules and regulations.	2/6/2019
20	1/28/2019	Subcategory 1 - Is a certain percentage of ADA accessible vehicles required to be available for use?	If submitting for non-federally funded projects, a set percentage is not required and would depend on the specific project to be implemented. If submitting for federally funded projects, all vehicles must meet FTA ADA requirements.	2/6/2019
21	1/28/2019	Subcategory 1 - Who is responsible for providing fuel? DCTA or Contractor?	DCTA is seeking proposals from a wide-range of firms to multiple innovative solutions for DCTA member cities, contracted communities, partner organizations, etc. Proposals should indicate if fuel is included in the proposed approach or not.	2/6/2019
22	1/28/2019	Subcategory 1 - Do any of the vehicles provided by the contractor need to be alternative fueled?	While alternative fueled vehicles are not required, firms or contractor teams may provide solutions that are competitive.	2/6/2019

23	1/28/2019	Is there a DBE goal for this RFP? If so, please specify.	No, there is not a DBE goal for this RFP. Please refer to Solicitation Overview and Endorsement on page 3 for additional information.	2/6/2019
24	1/28/2019	Would the DCTA consider a two-week extension of the proposal due date to allow bidders to prepare a thorough, responsible bid?	Please refer to Addendum 3, Item 2 for proposal deadline change.	2/6/2019
25	1/28/2019	Please provide the following data for all current DCTA transportation services: Ridership, on-time performance, annual revenue hours, annual platform hours and miles, productivity, and other relevant data.	This information is not necessary for submittal of proposals as part of the RFP process. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/6/2019
26	1/28/2019	Which entity handles ADA passenger certifications - the DCTA or the contractor? Please describe any responsibilities the contractor has for this process.	DCTA currently conducts all customer eligibility determinations (ADA, Access, Frisco, etc.). Once a specific project is identified, DCTA will work with the selected vendor to determine the best path forward as it relates to ADA certification and this information will be laid out in the project specific task order.	2/6/2019
27	1/28/2019	Do any key personnel positions need to be dedicated to the various subcategories? If so, does any of this staff need to be physically located in Denton County?	Dedicated key personnel is not required however the level of support must be responsive. Please refer to Tab 2 Experience and Qualifications on page 11 for additional information.	2/6/2019
28	1/28/2019	Is there a liquidated damage schedule that bidders should be aware of?	No, there are no liquidated damages for this RFP. Please refer to the Contract Work Hours & Safety Standards Act section on page 35 of the Federal Clauses for additional information.	2/6/2019
29	1/28/2019	Will a call center or customer service line need to be established for any of the first two Subcategories? If so, will customer service calls need to be reported back to DCTA?	This depends on the specific service proposal negotiated under the task order process. Firms and contractor teams are encouraged to highlight their capabilities if customer service is a competitive advantage.	2/6/2019
30	1/28/2019	Proposal submittal information - Please clarify if the list of references required is for the company, key staff members, or both.	List key projects relevant to Scope of Services your firm has performed. Key staff members are not required. Please refer to Tab 2 - Experience and Qualifications for additional information.	2/6/2019
31	1/28/2019	Please confirm the Sample Contract ("Agreement for Mobility Services") included in pages 54-66 is for review purposes only and not required for completion and submission with proposal.	The sample contract is included for review and acceptance. Please refer to Proposal Submittal Information for instructions on items required to be submitted.	2/6/2019
32	1/28/2019	Regarding this sentence on page 12 of the RFP: "Provide one or more cost proposals for a service at a scale and delivery level that meet the agency objectives outlined in this RFP." Please provide a sample level of service that all bidders can use to provide a baseline cost proposal for Subcategory 1, Demand-Response Rideshare Service. (Examples: revenue service hours, days of service, service area, vehicle service hours, peak vehicles, average passenger trip distance, average passenger travel time, etc.)	Please refer to Addendum 4, Item 6 for additional information.	2/6/2019
33	1/28/2019	Subcategory 1 - How does DCTA plan to reimburse expenses for service provision? For example, contractors may charge by passenger mile, vehicle revenue hour (first pick-up, last drop-off), or vehicle service hour (gate to gate). TNC rates may include initial cost, service fee, price per minute, price per mile, minimum fare, maximum fare, and/or a cancellation/no show fee. Taxi fees may include initial drop fee, fraction of mile/full mile, traffic delay time/waiting time, extra passenger fee, and/or an airport/special destination fee.	Please refer to General Terms and Conditions - Section 8 (p.23) for information on contracts payments. Specific charges and expenses paid for by DCTA will be based on a negotiated task order and adopting the service model agreed to in a master contract.	2/6/2019
34	1/28/2019	Subcategory 1 - Does DCTA have any performance standards to be used for measuring performance, assessing penalties, and/or awarding incentives? Examples include on-time performance (and assumed window), passenger travel time, complaints, etc.	DCTA shall use industry standard for example: on-time performance, trip denials/cancellations, customer satisfaction, etc. Overall performance will dictate long term/future.	2/6/2019
35	1/28/2019	Subcategory 1 - Should contractors assume that they provide fleet, facilities, and fuel required?	DCTA is seeking proposals from a wide-range of firms to multiple innovative solutions for DCTA member cities, contracted communities, partner organizations, etc. Proposals should indicate if fleet, facilities and fuel is included in the proposed approach or not.	2/6/2019
36	1/28/2019	Will Subcategory 1 trips be General Public only or also include ADA complementary service?	This subcategory would include service to limited sets of customers selected by qualified criteria (such as ADA passengers) as well as service open to the General Public.	2/6/2019

37	1/28/2019	Please provide a sense of how quickly the contractor would need to "scale the number of vehicles up or down" if requested. (RFP pg. 11)	DCTA will contract with selected firms to determine appropriate roll out schedule.	2/6/2019
38	1/28/2019	Subcategory 1 - Please address how often vehicles need to be replaced.	This will be addressed in a negotiated task order.	2/6/2019
	1/28/2019	Please provide a technical contact for any proposed integration with the GoPass application.	Please refer to Addendum 4, Items 4-5 for additional information on integration. Firm or contractor team shall describe current capability with GoPass. If Firm or contractor team does not have capability, describe willingness to address. Flexibility and willingness to create APIs and cross-platform solutions to integrate service with existing and future mobility technologies will be viewed favorably.	2/6/2019
40	1/28/2019	Is a customer service number required for any of the demand response rideshare services? If so, would DCTA require the contractor to provide this number?	If a firm or contractor team has a dedicated customer service number for passengers, that should be included in Section 3.1 - Service Model of the proposal. Requirement of a customer service number for a given service depends on the task order. DCTA will partner with selected firms or contractor teams on specific task orders to determine best support solution.	2/6/2019
41	1/28/2019	Does DCTA anticipate that the demand response rideshare services will be available 24 hours a day as Uber and Lyft are now?	Service hours shall be defined by task order based on specific customer demands.	2/6/2019
42	1/28/2019	What is the breakdown of ridership by route/line for the past 5 years?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
43	1/28/2019	What is DCTA's projected ridership growth by route/line for the next 5 years?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
44	1/28/2019	What is the age-cohort breakdown of ridership for 2018?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
45	1/28/2019	What new routes/lines have been considered in the past 5 years? Which ones were not implemented and why?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
46	1/28/2019	Are there any regions, demographics, or groups that DCTA has identified as being underserved or as priority for improved services?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
	1/28/2019	How many vehicles does DCTA have on the road during each day of the week by route/line?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
48	1/28/2019	Can we get anonymized passenger origin/destination trip data?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
49	1/28/2019	We would like to respectfully request a two week extension to the RFP due date. Our proposed due date is March 12, 2019.	Please refer to Addendum 3, Item 2 for proposal deadline change.	2/6/2019
50	1/28/2019	Can you clarify how you would like the prime/subcontractor relationship to work with this procurement? Can subcontractors respond on a prime's submission as their partners and then also submit as primes?	Firms or contractor teams are welcome to submit proposals. If a proposed subcontractor can perform a focused response to one particular response subcategory but also supplement a prime contractor's service proposal, they are encouraged to contribute to two distinct proposals.	2/6/2019
51	1/28/2019	Given that the specific scope of work for future task orders is not yet known, should a proposal indicate which subcontractors a prime would use if awarded a contract? Or will that be decided once a task order is issued to the prime?	If information is known, it should be included in the proposal. Additional details will be scoped by each task order.	2/6/2019
52	1/28/2019	If a proposal puts forth a contractor team (prime + sub(s)), does DCTA intend to award contracts to all the teams on a bid, or do you reserve the right to take only some resources from a bid in the contract award?	DCTA reserves the right to reject prime contractors or subcontractors during the time of contract.	2/6/2019
53	1/28/2019	Can two subsidiaries of the same company propose separate bids?	Yes, separate bids will be considered if the proposals are for distinct project response categories.	2/6/2019
54	1/28/2019	Can you please clarify the statement on p10 that requires "A statement indicating that the firm agrees to allow other agencies to use this RFP for services." Does this include pricing, or simply the right to award?	The procurement and resulting award(s) is available to any other public agency located in Texas as well as other transportation organizations nationwide as allowed by Texas law.	2/6/2019

55	1/28/2019	DCTA's "service needs" are referenced on Pages 12 and 17 of the bid document, and the proposer's ability to meet them. Could DCTA please specifically outline these needs, in addition to what is included in the Agency Objectives and the Overview sections?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/6/2019
56	1/28/2019	A Service Model, including information on schedule and operations, is requested on Page 12. Are firms that are not operators as defined in this RFP (scheduling, provider of vehicles, etc.), but that facilitate the integration/booking of the services sought by DCTA, encouraged to apply to the RFP? If so, does the submission of a Service Model remain a requirement? If not, how will the scoring be impacted?	Please refer to Addendum 4, Items 2-4 for additional information.	2/6/2019
57	1/28/2019	On p14 it is requested to "Provide one or more cost proposals for a service at a scale and delivery level that meet the agency objectives outlined in this RFP." Some services require cooperation of other agency partners, and thus it may be premature to include binding pricing. Is it permissible in those	Please refer to Addendum 4, Item 5 for additional information.	2/6/2019
58	1/28/2019	On p15 it is indicated to "include company brochure." For clarity, what information do you expect the brochure include?	The brochure can contain general company information and product information. It can be in a format that would be distributed to DCTA board members, interested clients and agency partners to understand more about the company's product offerings and approach to mobility services.	2/6/2019
59	1/28/2019	On p15, it is required to "Provide a bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where your firm holds a corporate account." Could DCTA specify the purpose of this requirement?	DCTA is requesting information for evaluation purposes to establish the responsibility, qualifications and financial stability of proposers, proposed subcontractors, etc. to perform and furnish the work.	2/6/2019
60	1/28/2019	On p15 it is requested to provide supplemental financial information. For the purposes of clarity, can you provide more detail on the types of documentation that are permissible?	Supporting documentation of resources including venture capital, investors, and financial partners. Please refer to Financial and Background Information on page 15 for additional information.	2/6/2019
61	1/28/2019	Can an entity appear as a subcontractor on multiple contract team bids?	Yes	2/6/2019
62	1/28/2019	What is the expected monthly ride volume for on-demand mobility services in DCTA's service areas?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
63	1/28/2019	What is the estimated breakdown of the monthly transport volume for ambulatory curb-to-curb rides and higher levels of transport (door-to-door, wheelchair-accessible van)? Essentially, how much of a need is there for non-ambulatory modes of transportation within the populations that DCTA serves?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions.	2/6/2019
64	1/28/2019	What are the payment models that DCTA is specifically interested in (eg. member-pay, subsidy, mixed, etc)?	Please provide your approach, capabilities and ability to integrate with other solutions.	2/6/2019
65	2/6/2019	Which executed DCTA contracts already qualify for Mobility as a Service as a "contract" as defined in the RFP Page 5, Section 5, Paragraph 2?	There are no contracts in place yet. This paragraph is in reference to firms selected under this RFP (19-05). Should we decide to issue a new solicitation to select additional firms or contractor teams, firms already selected under this RFP (19-05) would not be required to submit a new proposal.	2/26/2019
66	2/6/2019	Is there an upper limit to the number of successful bidders that can be selected for each of the subcategories (e.g., Demand-Response Rideshare Service and also, Platform-as-a-Service)?	No, DCTA does not anticipate limiting the number of firms selected under this RFP.	2/26/2019
67	2/6/2019	Page 47, paragraph 3 requires "consistency" with the National Spatial Data Infrastructure. To clarify, does this contract require successful bidders to furnish 3D mapping data to DCTA or its contract partners?	The Federal Clauses are applicable to federally funded projects. For additional information, please refer to the Federal Transit Administration website at: www.transit.dot.gov and the Federal Geographic Data Committee website at: www.fgdc.gov . Firms or contractor teams that cannot comply with Federal requirements are encouraged to apply for Non-Federal projects.	2/26/2019
68	2/13/2019	With regard to Addendum 4, Item #3: "The sample contract is included for review and acceptance." Please explain what you mean by acceptance.	The sample contract is included for review and acceptance of DCTA's terms and conditions.	2/26/2019

69	2/13/2019	Will the Authority be open to negotiating terms and conditions of the provided contract terms and conditions, and for Individual task orders once they are released? We are particularly interested in discussions around intellectual property, indemnification, warranty and liability. Regarding negotiating pricing?	The sample contract is included for review and acceptance of DCTA's terms and conditions. Services and pricing will be negotiated at the Task Order level.	2/26/2019
70	2/13/2019	Can you define DCTA's expectations for rights of ownership of intellectual property for: COTS, Custom and / or "Work for Hire" software solutions? The solution that we may seek to propose is our commercial property, and we would appreciate insight into the Authority's requirements for ownership with respect to software that is updated and maintained regularly.	Typically, DCTA leases software and the company owns and retains all rights to the software, including modifications and customization. DCTA will expect ownership rights of/to customer data.	2/26/2019
71	2/14/2019	Can DCTA abide by a minimum purchase requirement within the contract?	No, the selected firms or contractor teams will enter into master on-call contracts with DCTA for a contract term of five years. If the need for a specific service or project arises, DCTA will negotiate fair and reasonable rates for the specific work and project authorized through issuance of Task Orders.	2/26/2019
72	2/14/2019	You request "A statement indicating that the firm agrees to allow other agencies to use this RFP for services." Can the bidder put any restrictions within that statement?	As indicated in the Overview Section on Page 5, this procurement and resulting award(s) is available to any other public agency located in Texas and other transportation organizations nationwide as allowed by Texas law. Please note, if any proposals contain restrictions on this statement, they may be deemed non-responsive.	2/26/2019
73	2/15/2019	Subcategory 1, all categories: Does DCTA require any other on-board technology? If so, who is to provide the technology? For example: camera systems, GPS/AVL systems, automatic passenger counters, voice and visual annunciations systems, infotainment systems (for DCTA content), GoPass Card Readers, etc.	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/26/2019
74	2/15/2019	Subcategory 1, all categories: Will DCTA require specific branding on vehicles for uniform image across all transportation modes? If so, can DCTA provide a sample rendering of a like size vehicle? Does DCTA have operator uniform or operator brand image requirements that should be taken into consideration?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/26/2019
75	2/15/2019	Subcategory 1 - Provider of Operators and Vehicles: If DCTA owns the SaaS and will be dispatching the vehicles through an integrated system, will DCTA allow for the vehicles to be housed on existing DCTA property? If so, will the contractor need to manage day to day supervision, maintenance and deployment of these vehicles?	DCTA anticipates that space may be available at one of our facilities in Lewisville or Denton subject to availability. This will be addressed as part of the development of the project specific task order.	2/26/2019
76	2/15/2019	Subcategory 1 - Provider of Operators and Vehicles: If DCTA provides the scheduling software: -Will DCTA provide the technical hardware to send trips to the contractor's vehicles? -Will DCTA provide workstations for dispatchers? -If the contractor is to provide workstations for DCTA-supplied scheduling software, are there any specific hardware or software requirements? -If the contractor is to provide mobile hardware to connect with DCTA scheduling software, what are the required specifications?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/26/2019
77	2/15/2019	Subcategory 1 - AV: Will DCTA staff work with the contractor to secure all needed licensing and or waivers required to operate an AV in the state of TX?	Yes	2/26/2019
78	2/15/2019	Subcategory 1-AV: Will there be a secured facility that DCTA will provide the contractor to house the AV while not in service?	DCTA anticipates that space may be available at one of our facilities in Lewisville or Denton subject to availability. This will be addressed as part of the development of the project specific task order.	2/26/2019
	2/15/2019	Subcategory 1-AV: Will DCTA require a mobile booking application?	DCTA encourages firms or contractor teams and non-traditional mobility service providers to outline flexible, hybrid approaches and proposed solutions. Once a specific project is identified, DCTA will provide relevant information for use by the selected firms or contractor teams to develop a detailed project proposal.	2/26/2019

80	2/15/2019	Subcategory 1-AV: Should the contractor include in their price the cost for maintenance, planning efforts, project management and operations?	Page 14 of the RFP outlines the requested cost information. Additional details are always encouraged to be provided in order for the agency to adequately evaluate potential cost structures.	2/26/2019
81	2/15/2019	Subcategory 1-AV: Will DCTA work with local utilities to secure reduced electric rates as well as provide locations for charging infrastructure if needed for the charging of the AV?	Yes	2/26/2019
82	2/15/2019	Please clarify whether DCTA planning to retain GoPass 3.0/Vix as its mobile passenger application and fare payment system.	DCTA anticipates using GoPass 3.0 / Vix as its mobile passenger application and fare payment system. The agency is open to utilizing alternative mobile apps that may integrate with other regional systems such as GoPass.	2/26/2019
83	2/15/2019	Please provide detail regarding what Routematch modules/functionality is in use today.	DCTA utilizes RouteMatch's demand response module for its ADA Paratransit and demand response service scheduling. DCTA utilizes system administration functions, except accidents, complaints, and incidents. Additional modules utilized include Notifications and AVL Playback.	2/26/2019
84	2/15/2019	The RFP states "This procurement and resulting award(s) is available to any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of Texas) located in Texas, as well as other transportation organizations nationwide as allowed by Texas law." Please indicate the extent of this provision. For example, does this allow reciprocal access to proposed solutions, or proposed solutions and pricing.	This procurement and resulting award(s) is available to any other public agency located in Texas and other transportation organizations nationwide as allowed by Texas law. See Section 5 of the proposed contract which addresses confidentiality.	2/26/2019
85	2/15/2019	Please clarify the expectations regarding pricing. The RFP requests that bidders provide: One or more case studies that include a service scenario and pricing model for a mobility services program suitable for DCTA. One or more cost proposals for a service at a scale and delivery level that meet the agency objectives outlined in this RFP.	Please refer to Addendum 4, Item 6 for additional information.	2/26/2019
88	2/15/2019	Addendum No. 4, response to question 59 regarding bank references, mentions "proposed subcontractors" in addition to proposers. Please confirm that the bank reference in the Confidential, separate sealed envelope is for the Prime only or if this also applies to proposed subcontractors.	The Financial and Background Information section pertains to the Firm or Contractor Teams except for the last portion which could involve instances of subcontractors or subconsultants. Please refer to the Financial and Background Information on page 15 for additional information.	2/26/2019
89	2/15/2019	Regarding pricing, should prices be supplied for what solution we are proposing or only some case scenarios and pricing models that can be applied to DCTA?	DCTA encourages information on all types of pricing models and pricing scenarios, whether or not they are tied to specific service proposal or solution. Services and pricing will be negotiated at the Task Order level.	2/26/2019
90	2/15/2019	To ensure the confidentiality of pricing, would DCTA please include "Tab 5: Price" in the Confidential, separate sealed envelope along with the Financial and Background Information?	Procurement information shall be a public record to the extent provided in Texas Government Code, Chapter 552. As indicated on page 15, Financial and Background Information shall be in a separate and sealed envelope marked confidential. In the event you deem your pricing to be confidential, it must be clearly indicated. If a public information request is made for any of the vendors proposal, DCTA will only release it in accordance with Texas law and the obligations under the Public Information Act.	2/26/2019
91		Regarding the scooter aspect of the RFP...if there was any coordination with the City of Denton and any considerations regarding the city's current position on scooters?	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.	2/26/2019

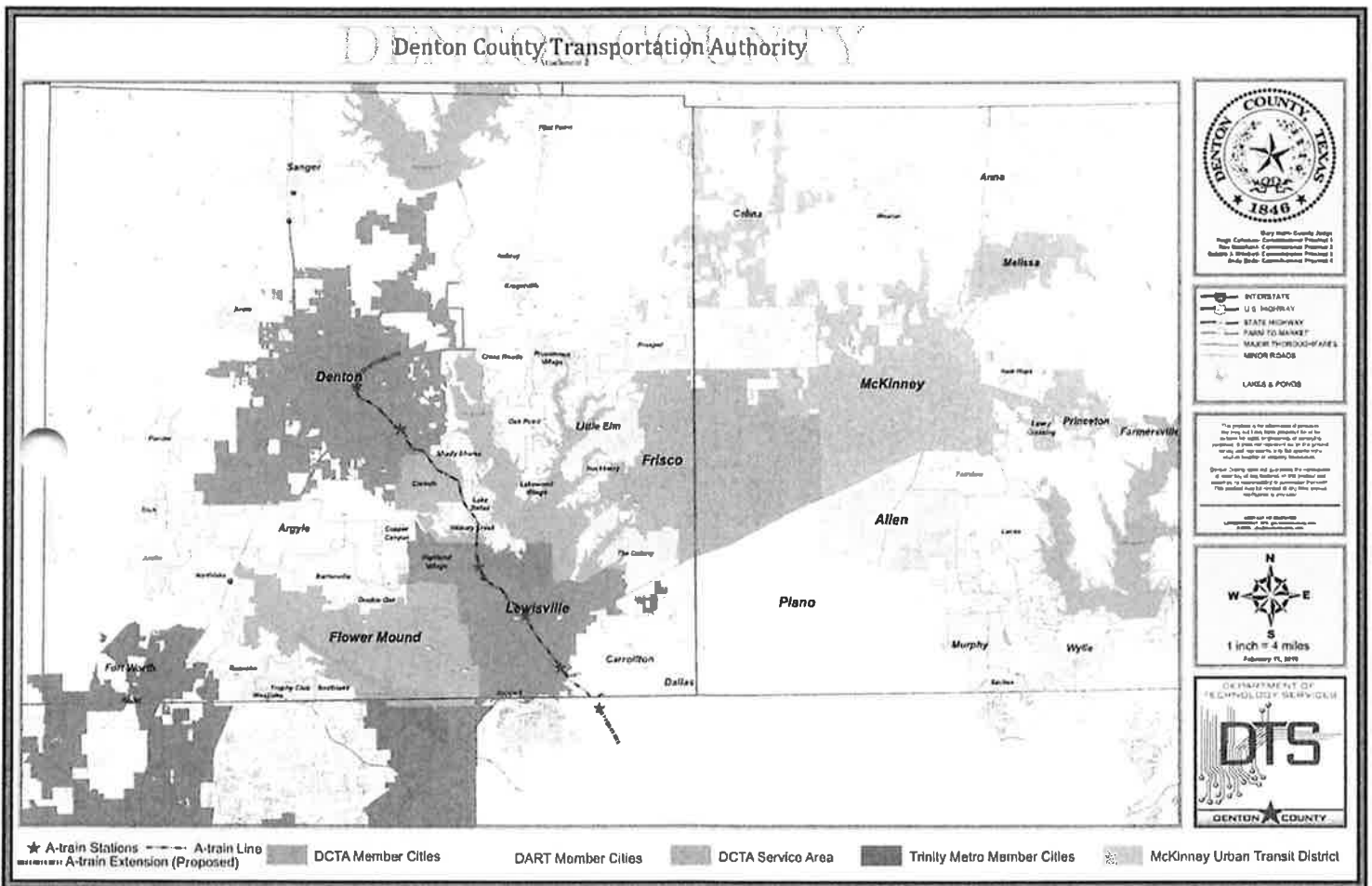
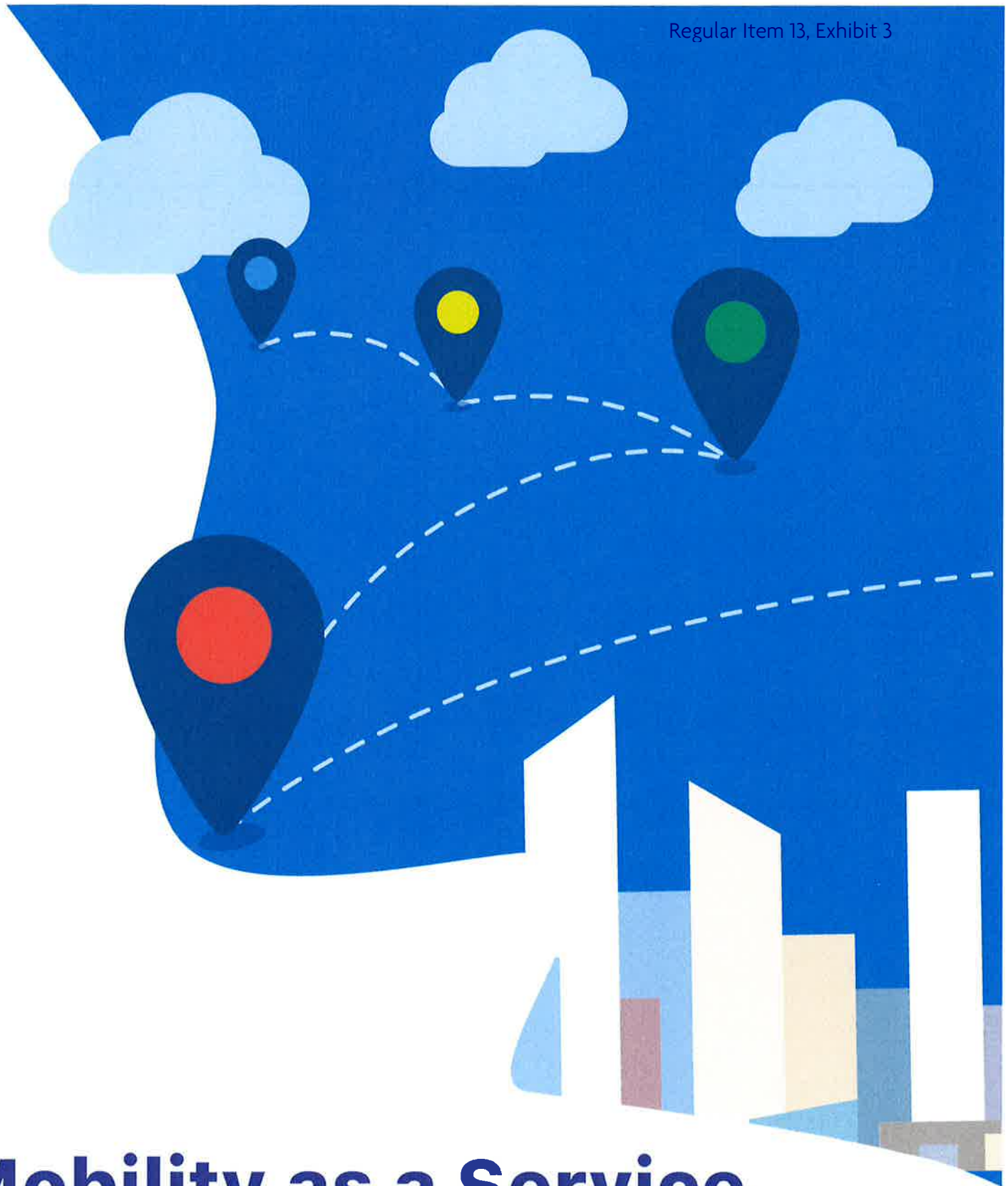


EXHIBIT "B"
Contractor's Response to DCTA RFP #19-05



Mobility as a Service for DCTA

Proposal for DCTA 19-05 RFP - Mobility as a Service
Subcategory 3 - Platform-as-a-Service
March 8, 2019

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spare



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Introduction & Letter of Transmittal

Spare Labs Inc.

111 E 5th Ave, Vancouver, BC V5T 4L1

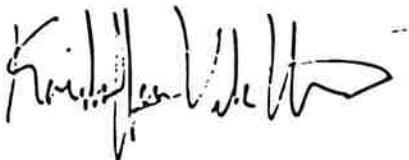
(+1) 778-995-6401, www.sparelabs.com

Spare would like to thank DCTA for the opportunity to expand our already successful partnership in order to improve the mobility experience for the people of Denton County and beyond. As DCTA is aware, Spare has gained broad experience in envisioning, planning, and launching multimodal, integrated, automated, accessible, and connected personalized transportation systems across the globe. The system we have already delivered for DCTA is just the beginning of Spare's plans for the southern United States and we would like nothing more than for DCTA to be a continuing part of that journey.

Spare is on a mission to accelerate the shift towards efficient and autonomous mobility by enabling anyone to plan, launch, scale, and analyze a smart transportation network in seconds. Spare Platform is more than just a single service, it is a platform on which to run various data-driven mobility services, leveraging the latest developments in both big data and artificial intelligence. Essentially, Spare Platform is the "Amazon Web Services of Transportation", a cloud operating system for passenger and goods transportation that allows unprecedented customizability via its unique open API. Spare believes it is integral to have a system that not only operates as a revolutionary service out of the box, but that can be used across new modes and expansions for years to come via a seamless process for deploying service expansions and modifications. We are confident that we can continue to build on our successful partnership with DCTA far into the future.

With this proposal, Spare is entering itself into consideration for projects that receive both federal and non-federal funding and will be able to comply with all relevant federal requirements as stated in the RFP. Furthermore, this proposal will be available to other transit agencies as prescribed by the RFP and will be valid for 90 days following the proposal due date of March 12, 2019. The following proposal falls under the Platform-as-a-Service subcategory (3) of the DCTA Mobility-as-a-Service RFP, enabling DCTA to choose the operator that fits its criteria.

Kind regards,



Kristoffer Vik Hansen, CEO, Spare Labs Inc.

kristoffer@sparelabs.com | (+1) 778-995-6401

1. Statement of Project Understanding

In working with DCTA closely over the past year, Spare has gained an acute understanding of the challenges DCTA and its communities are facing. As ridership on many fixed-route lines continues to decline (like the year-over-year declines seen on most of DCTA's rail and bus lines from 2017 to 2018) despite population growth (Denton saw 3.5% growth last year according to US census data), getting average consumers onto transit is ever-more difficult, technological disruption has increased passenger expectations considerably, and vulnerable populations who rely on public transit are growing and demanding more. At the same time, transit budgets are tightening, comprehensive data is scant, and operators are looking for new ways to connect their communities in the most efficient and integrated way possible.

At Spare, we understand these issues because every person on our team uses public transit on a daily or weekly basis and so solving these problems is part of our mission to transform mobility. We applaud DCTA's ambitious RFP and its vision for creating a more efficient, diverse, resilient, and responsive transit system that will allow for multimodal choices for passengers that will integrate with and complement its existing transit network. By trying out new service models and collecting better data, we are confident that DCTA will be able to grow its ridership by tailoring its services better to the worker, student, family, senior, and disabled populations it serves - and we believe Spare's approach can get it there while abiding by all Federal Transit Administration rules and regulations.

Connecting Communities: Making Public Transit Attractive

Spare understands the inherent challenge in getting people out of their cars and onto public transit. Without creating a seamless experience where suburban and rural communities are fully connected to high throughput fixed-route lines and transit hubs, most people will continue to drive.

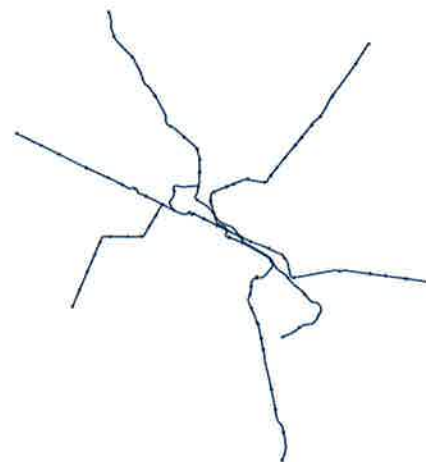
On-demand and flexible transportation networks are one of the keys to creating a value proposition strong enough to entice these suburban and rural citizens onto public transit; yet, it's not sufficient to simply provide a connection to a fixed-route line. The entire process from planning to booking to paying to riding needs to be frictionless and reliable. It needs to be so easy that anyone can understand the entire process from the onset. And it needs to get people from where they are to where they want to go, whether that be where they work, where they study, where they heal, or where they relax. The entire experience needs to not only compete with driving, but offer something better. Creating an unrivaled transit experience that is better than driving is at the crux of what Spare has set out to solve with its platform because we want public transit to be the choice for everyone. That's why we have created the easiest-to-use solution on the market that enables anyone to plan, book, and pay for a trip in seconds - whether by phone or iOS and Android app. Moreover, Spare's advanced matching and routing algorithm makes sure that people get where they want to go, when they want to go, while using transit resources as efficiently as possible. And because our algorithm is always learning and improving, the rider experience will only continue to get even better, whether you choose a stop-to-stop or a door-to-door service.

Serving the Disadvantaged

Spare also understands that not everyone has the luxury of being able to drive. Many people rely on public transportation to get them around their communities on a daily basis. Disadvantaged populations, like seniors and those with disabilities, depend on transit systems for their health and livelihood. At Spare, we have put immense effort into identifying the needs of this demographic and creating accessible solutions to make their journeys as smooth as possible. We have built accessibility directly into all aspects of our platform, including our administration panel, our rider app, and our driver app, which is why our rider application fully integrates with the vision and hearing accessibility features found in iOS and Android. And we have taken all steps necessary to comply with the Americans with Disabilities Act (ADA) regulations so that our partners can be confident that federal dollars can be applied to services powered by Spare

Building The Future of Effective, Efficient Transit

It's no secret that transit agencies today are expected to deliver more and more out of every budget dollar, while the historical model of running a costly network of dedicated fixed-route transit lines is often uneconomical and ineffective. Moreover, restricting precious resources to one service model stifles innovation and prevents the adoption of new technologically advanced transit options that can lead to a leaner, more varied, and pro-consumer choice system. Instead, the innovative transit providers of today have realized tremendous gains in efficiency and customer satisfaction from trying new operating models and hybrid systems that utilize various modes of mobility, structured specifically for a given community, that can grow, contract, and change in response to alterations in their environment. Moreover, by introducing a brokerage model that allows DCTA to contract out trips to third-party operators through Spare Platform, DCTA can create a flexible and cost efficient system that leverages the efficiency of the private market. Using fixed-route, high throughput, and reliable infrastructure as the spine to which the rest of the system connects, on-demand, hybrid-stop, and mixed brokerage systems can provide personalized last mile services that allow for the efficient movement of passengers almost anywhere. Introducing new modes and service models, like brokered trips, means greater customer choice, greater resiliency against service disruptions, and the ability to respond more quickly and precisely to passenger desires. Making transit systems more flexible means utilizing traditional transit assets more efficiently, serving rural and remote communities better, and allowing the natural expansion or contraction of services. Spare Platform was built to accomplish all of these goals by leveraging the data it collects to provide real-time insights into a service's performance so that operators can take action and make informed decisions. As an area's ridership grows, it may make sense for a fixed-route line to be introduced and as it contracts, other options may be more prudent. Working from a transit authority's objectives, Spare can provide invaluable insights into how a system can be structured to maximize efficiency, productivity, and service quality.



On-Demand Zone

Providing an Unrivaled Transit Experience

Finally, it's undeniable that technological disruption has inflated passengers' expectations for their public transit services. The introduction of on-demand services like Uber and Lyft has many transit authorities looking at the disruption engulfing long-established industries and wondering how they can imbue their own organization with that same innovation and dynamism. Not only can technology provide operators with the information needed to build a better transit system, but it can make planning, booking, paying for, and taking transportation easy, seamless, and quick. Nothing contributes to this more than providing passengers with comprehensive and easy to understand realtime information that they can use to make informed decisions. Because each passenger is not the same, another paramount advantage of technological integration is providing passengers with a menu of options and letting them choose the path that suits them best, while providing them with a higher quality experience from search to dropoff. Moreover, technology is paving the way for transit systems to better serve those who rely on it most, the disabled, elderly, poor, and vulnerable, by using innovative technologies to provide a higher quality of service for a lower cost to these demographics. Ultimately, connecting every transportation mode into one integrated system that is easily available through one portal is Spare's mission - that's why we are the only mobility platform with a fully open API and that's why DCTA would become a leader in on-demand and fixed route transportation if were to choose Spare.

2. Experience & Qualifications



Introduction to Spare & Spare Platform

Spare is building shared mobility technology for the modern world and is empowering private and public transportation companies to offer transportation services that are superior to those previously imagined.

The Spare team, investors, and advisors include public transit experts, engineers from Google, Microsoft, Uber Advanced Technologies Group (ATG), Expedia, Intuit, IBM, Accenture and the former Senior Vice President at Bank of America.

At the core of Spare's offerings is the Spare Platform, a cloud-based Software-as-a-Service (SaaS) solution that manages, dispatches, and handles bookings for pooled on-demand and scheduled transit systems, all over a fully open API. The Spare Platform is built to service fixed route transit as well as dynamically pooled and on-demand vehicles. All Spare Platform services are built on the same data-driven matching and routing algorithms that enables next generation on-demand transit. The system uses data from previous traveler journeys to intelligently predict how to best route and dispatch requests in real-time. Ideal use cases for the platform include fixed-route first/last mile transit, shuttle services, paratransit, and pooled on-demand transportation. Solutions built on the Spare Platform all follow the same principles:

1. Focus on the passenger ("human-centered design")
2. Build a magical experience for everyone ("experience-driven mobility")
3. Collect and learn from data ("data-driven mobility")

At Spare we believe that transportation is in the middle of a transition from traditional modes of travel to mobility-as-a-service (MaaS). With this in mind, Spare has seamlessly integrated several smart transportation services on top of the powerful Spare Platform. From apps to dispatcher tools, Spare has focused on building an integrated experience where the transportation experience is connected - not fragmented - resulting in a single platform that can encompass multiple travel modes and manage whole journeys, not just one leg.



Our approach ensures that Spare's products are modern, best-in-class solutions, built on the same intelligent base - Spare Platform, a proven solution using extremely scalable hosted cloud infrastructure. With Spare, scalability and reliability, naturally, go hand-in-hand.

History & Background

Spare was founded by Alexey Indeev, Josh Andrews, and Kristoffer Vik Hansen while studying at the University of British Columbia (UBC). While they all have vastly different backgrounds and come from completely different regions of the world, their love of transportation and automation brought them together. Originally introduced to each other in 2011, they spent their time at UBC designing, building, and launching fully autonomous boats, winning multiple international competitions and launching a world record attempt at crossing the Atlantic Ocean with a fully autonomous, solar and wind powered boat. Towards the end of their time at UBC in 2015, they solidified their belief that in the next few years three things would happen:

1. Shared mobility was going to become personal.
2. Technology would define transportation.
3. People lives would be better off because of it.

It is at that point that they thought to themselves: "How can we make this happen, and how can it happen sooner?" And with this thought, Spare was created with a mission to accelerate the shift to efficient and autonomous mobility. Our mission today hasn't changed. Our team has now spent over 4 years launching a part of this future on multiple continents and is now growing quickly to make this future a reality worldwide. But we understand that the future can't be defined by just a few people, it takes an incredibly strong team and innovative partners to accomplish this shift. Whenever we look for a partner, we value this shared vision. This is why we are so excited to partner with DCTA on this next chapter of mobility.

Spare Today

Today, Spare is a team of 11 dedicated individuals - across offices in Vancouver, Canada and Oslo, Norway - working to accelerate society's shift to integrated, seamless, multimodal transportation networks. We consist of 8 talented engineers and 3 uncompromising operations staff that have worked at companies like Microsoft, Uber Advanced Technologies Group (ATG), Expedia, Accenture, and IBM. One of the preeminent advantages of our tight team is our ability to move quickly and together in one cohesive direction on a moment's notice, something often noted by the incredible partners we have been able to work with, like DCTA, Toyota, Volvo, DART, and more. As we expand and grow our team rapidly over the next year, Spare is working hard to forever ingrain the startup culture that has made us so successful this far.

Spare's prospects over the next year are extremely bright. We are growing quickly, launching new services in North America, Europe, and Asia, as well as expanding the services we currently power. We believe the sheer number of partners we have been able to attract and, more importantly, retain, validates our product and business strategy - though, we're never content with the status quo and are always looking for ways to improve our strategy in order to provide even more value to our customers, their employees, and end users. With every trip, Spare collects hundreds of data points that we feed into our analytics engine to provide our customers with valuable insights and improve



every aspect of our system. At our heart, we are a data-driven company that believes in substantiating our technology and strategy with definitive evidence.

If DCTA chooses Spare, our engineering and operations teams will work hard to manage every aspect of our projects with DCTA and deliver on our commitments, just as we have in our partnership with DCTA on the Lewisville Lakeway On Demand Service. We deeply value our relationship with DCTA and will make certain we are there every step of the way.

Our Values

At Spare, customer service is our number one priority. We pride ourselves in our willingness to work with our customers to find solutions to their problems and make lives easier for their employees and end users. Whether it's something small like adding a field to one of our exportable reports or something bigger like building a new feature for a custom service, we are always listening for ways we can improve our product for our customers. That's why we hold weekly meetings with all of our customers: to hear their feedback, listen to their concerns, and answer their questions. And when we're not speaking with our customers, we're available via email, phone, or chat to speak to them on any topic, because we resolutely believe that our success is tied to their success.

Because we know that no individual or business is successful on their own, we have made building strong and lasting partnerships a cornerstone of our business strategy. We have worked with a plethora of transportation authorities, operators, technology companies, and service providers that have given us a deep understanding of every facet of the transportation industry, allowing us to develop solutions that are applicable and integrable across various providers. Spare's integrated platform was built using feedback from all of our partners, such that we give all participants the tools they need to successfully launch, manage, and analyze an on-demand and fixed-route mobility network, including drivers, fleet operators, service administrators, schedulers, booking agents, and customer service agents, among others. Our extensive experience with transportation operators has also given us a broad understanding of operational processes, like vehicle and driver management, for all service types, including fixed-route. We have used these successful relationships to learn, improve, and deliver the best products and experiences possible for our customers and end users.

Lastly, but perhaps most importantly, our success as a mobility software provider has been undeniably tied to our incessant focus on the end user. As a consumer-facing product, our business is wholly dependent on creating a frictionless experience for end users and so we take their feedback extremely seriously. In fact, we've spent countless hours speaking to end users on the phone, over email, and through live chats about their experience using our products and how it can be improved. For all of the services our platforms powers, we make a point to ride them ourselves, speak to drivers, query passengers, and take fastidious notes on every step of the passenger journey. We read passenger comments submitted through our built-in rider review feature and dig into the data to find out why some experiences may be better than others. In the end, delighting end users with industry leading technology that is easy-to-use, information rich, and reliable is what drives us on a daily basis.



Project Delivery

Spare has a long history of not only pioneering cutting edge technology, but also in delivering on its commitments. We have extensive experience in the successful implementation of our platform to both existing and new transit services, including for DCTA, DART, Toyota, and Kolumbus (Norway), to name a few. We work closely with all of our partners across North America, Europe, and Asia to:

1. Analyze their current operating environment (for instance, through Spare Realize simulations)
2. Identify their needs and the needs of their customers
3. Establish objectives and success metrics
4. Develop a robust mobility strategy and implementation plan
5. Deploy our platform successfully
6. Continuously work to analyze and improve the service.

Using our deep knowledge of on-demand and hybrid transit systems, we take a data-driven approach to the design of our services by collecting as much relevant data as possible, running simulations with varying parameters through our simulation engine, and discussing the options and tradeoffs with our customers. Next, we walk through the passenger experience journey to identify any pain-points or frictions that may impact the passenger experience and create a mitigation plan. Once we've established the baseline facts and any potential shortcomings, we establish our objectives and success metrics that we then use to inform the development of our overarching strategy and plan for implementation. Finally, we put our plan into action, train and prepare all participants for service launch, and then closely monitor all aspects of the service against our success criteria. And even months, or years, after launch, we will not be satisfied with the status quo and will continue working with DCTA to make their services the envy of others.

Project Experience

As described below in our Select Customer Use Cases section, Spare has broad experience in the devisement, organization, and delivery of innovative transportation technology projects. Through the GoPass 3.0 project, Spare gained unique insight into how to effectively deploy an integrated technology solution that provides a centralized payment and trip booking system across multiple modes of transportation. And through the Alliance Link project, Spare gained unique experience in vehicle procurement, vehicle facility management, and the development of vehicle branding and signage.

Core Project Team

Project Manager: Quinn Kliman

Quinn is a former Management Consultant at Accenture who received a degree in economics from the University of Pennsylvania. During his time at Penn, Quinn was heavily involved in Wharton Business Club and Penn International Business Volunteers, where he facilitated consulting trips for NGOs and spent 2 months in Malawi helping a clean water non-profit study the feasibility of launching an ethical bottled water brand. Quinn spent his summers interning for a private equity



fund, real estate startup, and major international bank before graduating and joining Accenture in its management consulting practice. Ultimately, the startup world beckoned and Quinn joined Spare in November 2018.

Project Advisor: Kristoffer Vik Hansen

Kristoffer is the co-founder and CEO of Spare Labs, a data-driven mobility company. In order to provide DCTA with the best possible experience, Kristoffer is the project advisor for the DCTA partnership. Kristoffer received his degree in Integrated Engineering from the University of British Columbia (UBC) in 2015. During his time at UBC he was named Top 24 Under 24 for growing a highly skilled engineering team 10 fold, winning international competitions every year since becoming team captain, and raising funds for the team's latest challenge - a world record attempt in autonomous ocean crossing (ubctransat.com). Kristoffer previously co-founded Awake Labs, a wearable technology company committed to improving the lives of individuals living with developmental disorders.

Solution Architect: Josh Andrews

Josh is the co-founder and COO of Spare, and the solution architect for the DCTA partnership. He received his degree in Computer Science from the University of British Columbia. Josh architected software systems for an autonomous sailboat that won three international competitions and led the 20 member Systems Team to win several research awards, including 1st place at a global research conference for work on marine collision avoidance using thermal imaging and machine learning. From 2012 to 2015 he was a software engineer at Expedia, developing the company's award-winning mobile apps.

Technology Lead: Alexey Indeev

As the co-founder and CTO of Spare, Alexey is the top technology resource and the primary creator of the initial implementation of the Spare Platform as well as the head of development. He received his degree in Computer Science from the University of British Columbia. Before Spare, Alexey worked with the AppNeta R&D team, developing new ways to effectively monitor network communications. Alexey first became interested in coding when he discovered web development at the age of 10. His first website was a fan page for his favorite computer game. Since then, he has been dedicated to connecting people with technology, and expanding his expertise in algorithms.

Select Customer Use Cases



DCTA Lakeway On Demand Service

Customer: Denton County Transportation Authority (Denton, Texas)

Date: September 2018 - Ongoing

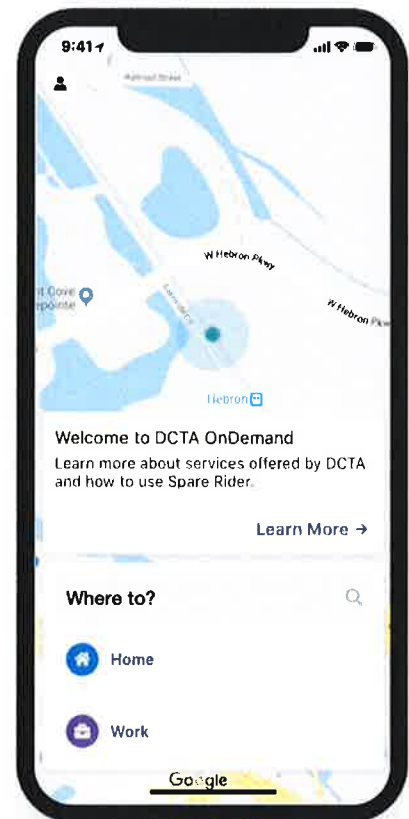
Spare Project Manager: Quinn Kliman

Project Use Case

The Denton County Transportation Authority and Spare launched the Lakeway on-demand transit service on January 14th, 2019 in Lewisville to replace an underperforming fixed route transit line with a more convenient, efficient, and cost-effective on-demand one. The Lakeway service provides travel options for those needing to access the Lakeway Business Park area in Lewisville and surrounding businesses in the designated zone. The service uses a mixture of current physical bus stops as well as virtual, dynamic stops visible within the Spare Rider app. DCTA's Hebron station is the primary connector for Connect Routes 21 and 22, the A-train and the Lewisville Lakeway Zone. The service runs Monday through Friday from 5:30 AM to 10:00 PM, and Saturdays from 8:30 AM to 9:30 PM. Passengers can book a trip in real time via the Spare Rider mobile app or by calling (940) 243-0077.

Since its launch on January 14th, the Lakeway on demand service has served over 121 unique passengers, totaling over 1200 trips. As we continue to refine our approach, Spare continues to engage with DCTA on a weekly basis in order to find ways to improve the service for DCTA staff, drivers, and, most importantly, passengers. By offering a more personalized service, DCTA and Spare believe we can provide a better and faster service for customers, increase ridership over the previous service, and gain a better understanding of how on-demand technology can replace and complement fixed route transit as part of a larger mobility ecosystem.

Read more about the project at <https://www.dcta.net/lewisville-lakeway-zone>.





FABULOS Autonomous Bus Project

Customer: The European Union

Date: August 2018 - Ongoing

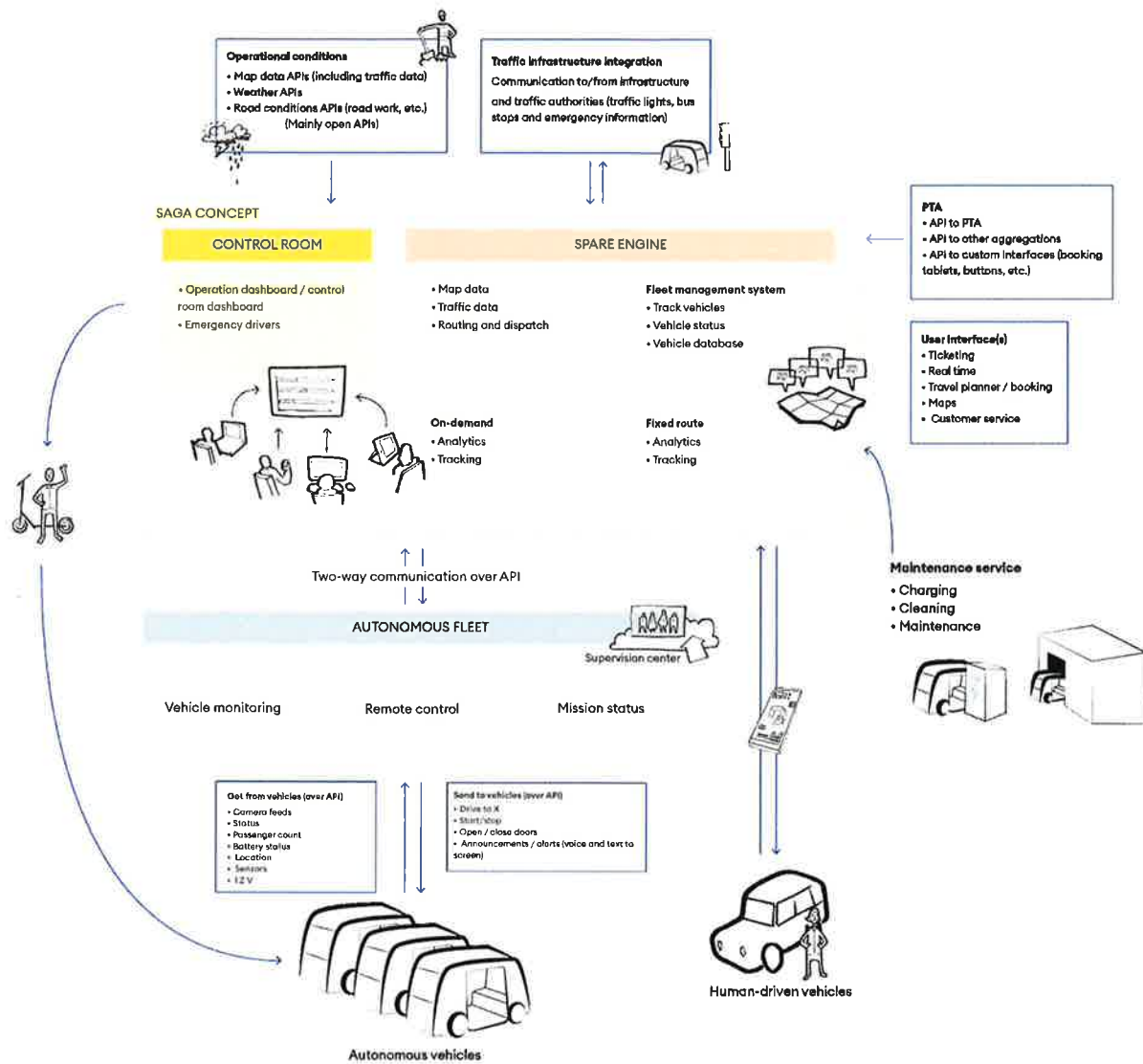
Spare Project Manager: Kristoffer Vik Hansen

Project Use Case

Spare and its joint Canadian/Norwegian consortium, SAGA, have been awarded an EU-project for deploying an autonomous transit system in several European cities. SAGA is a Norwegian/Canadian consortium consisting of design firm Halogen, leading engineering, design and consultancy company Ramboll, autonomous vehicle operator Forus PRT, and mobility technology company Spare.

The EU-funded FABULOS (Future Automated Bus Urban Level Operation Systems) project focuses on how cities can use automated buses in a systematic way to seamlessly integrate autonomous technology into the transit experience. The project's goal is to deploy on-demand and fixed route autonomous bus services to prove its operational efficacy and test an operational model that demonstrates an economic, technical, societal, and legal maturity that can be applied to future autonomous fleets as part of a public transportation system. Self-driving minibuses have already been tested in technical demonstrations in various countries, but a system for the management of autonomous fleets as part of a public transportation system has not yet been demonstrated. The fleet is expected to drive in mixed traffic, at urban speeds, in nearly all weather conditions, without a driver on board.

The FABULOS project has received funding from the European Union's Horizon 2020 research program that has a maximum procurement budget of approximately 5.5 Million EUR and will run from January 1, 2018 until December 31, 2020. The project will test fleets of automated buses in Estonia, Finland, Greece, the Netherlands, Norway and Portugal from March 2020 onwards.



An overview of the autonomous transit system, mixing autonomous and human-driven vehicles together in a seamless experience.

Find out more at fabulos.eu

Project Reference

Ingjerd Jevnaker Straand, Studio Lead, Halogen. (+47) 93 22 22 89 / ingjerd.straand@halogen.no

**Kolumbus HentMeg On Demand Service**

Customer: Kolumbus AS (Rogaland, Norway)

Date: February 2018 - Ongoing

Spare Project Manager: Kristoffer Vik Hansen

Project Use Case

Kolumbus, one of the largest transit agencies in Norway, provides public transit service in the entire province of Rogaland. In partnership with Spare, Kolumbus launched "HentMeg" ("Pick me up"), a shared on-demand public transit service that first launched in the town of Sauda, Norway. The service is the first fully on-demand public transit service in Scandinavia and is seen by Kolumbus as a pivotal part of the region's future public transport services strategy. At the same time, Kolumbus is also piloting autonomous vehicle and building Europe's longest Bus Rapid Transit network, which Kolumbus believes will one day be fed by its public, ultimately autonomous, on-demand transit service.



A dedicated microtransit vehicle used for the Kolumbus HentMeg service.

For its first phase, Kolumbus HentMeg replaced the current three fixed route bus routes in Sauda with a new on-demand service powered by Spare. By offering on-demand public transit in low demand areas, Kolumbus has vastly improved its service quality at a lower cost than what can be achieved with a fixed route service. Kolumbus is currently saving approximately 40% on its



operational costs, and is increasing its ridership, by offering an on-demand service rather than a fixed route service for Sautra. The HentMeg on-demand transit service is seeing an average wait time of around 5 minutes, down from a headway of 1 hour with the former fixed route service.

After a successful first phase, Spare and Kolumbus conducted an extensive analysis of their entire transit network in order to identify additional use cases for the HentMeg on-demand service. In early 2019, Spare and Kolumbus entered into an agreement to expand the HentMeg brand across Norway as the country's first national microtransit brand, with an initial second phase rollout in three new locations. As part of this expansion, Kolumbus will be building the Spare Platform into its new multimodal trip planning and booking app using Spare's Open API.

Project Reference

Mathias Molden, Project Manager - Digital Solutions, Kolumbus. (+47) 959 72 005 / mathias.molden@kolumbus.no.



DART Mobility On Demand Project and DART GoLink GoPass Integration

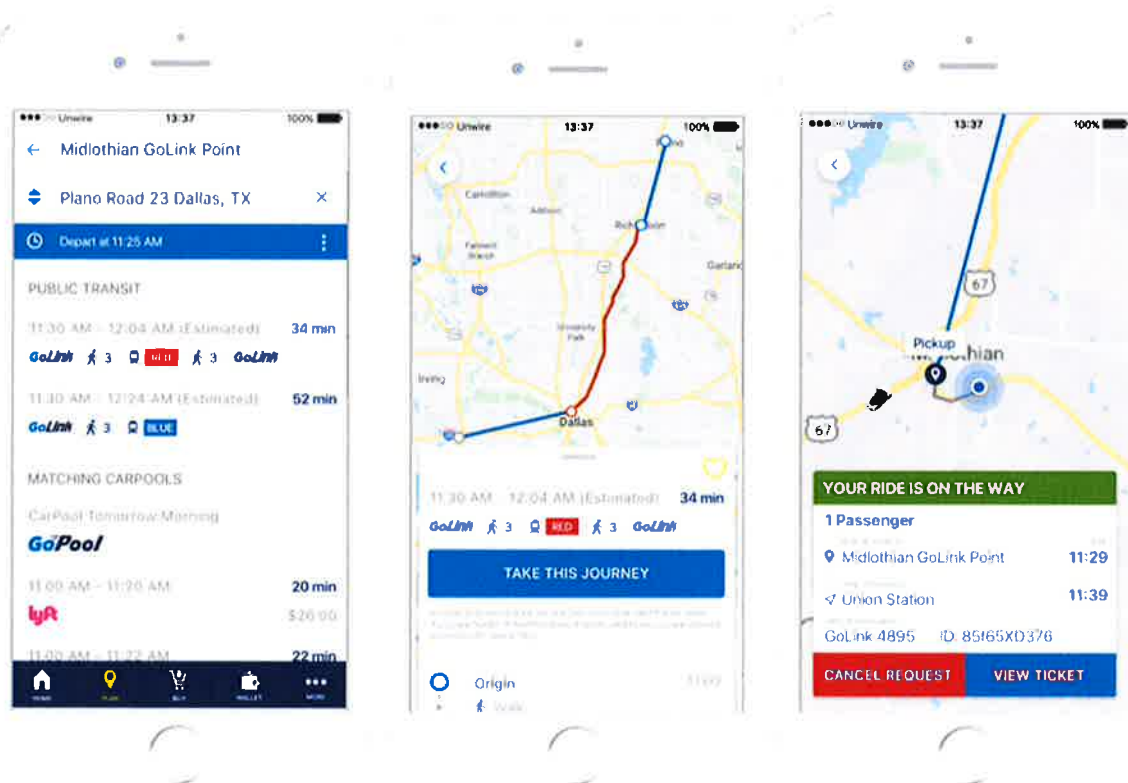
Customer: Dallas Area Rapid Transit (Dallas, Texas)

Date: June 2017 - Ongoing

Spare Project Manager: Kristoffer Vik Hansen

Project Description

Through the U.S. Federal Transit Administration's Mobility on Demand program (FTA MOD) for Dallas Area Rapid Transit (DART), Spare has, as one of the primary partners for this project, gained direct experience in envisioning, piloting, and launching a multimodal, integrated, automated, accessible, and connected personalized transportation system. In collaboration with DART and Unwire, Spare rolled out the GoPass 3.0 MaaS (Mobility as a Solution) application, with a full native integration of the DART GoLink on-demand bus service, in January of 2019. Spare replaced DoubleMap as the permanent on-demand transit software provider for DART and in the process created the largest on-demand public transit service in North America.



Fully integrated multi-modal trip planning, booking, and fare collection in the GoPass 3.0 app. The GoLink microtransit service is offered through this app using Spare Platform Open API.



Spare's integration with GoPass 3.0 for DART GoLink is based on Spare's previous work with the launch of the HentMeg on-demand transit service for Kolumbus of Norway, which used the full capability of the Spare Open API to integrate the Spare Platform into the agency-owned passenger front-end application for booking on-demand trips (see: kolumbus.no/hentmeg). GoPass 3.0 is the first time a complete mobility platform has been integrated into an agency-owned tool, combining trip planning, booking, and payment of multi-modal trips (fixed route, on-demand, and third-party trip brokerage) in a seamless interface. Under the hood, the GoPass 3.0 front-end (developed by Unwire) is powered by the Spare Platform, with the use of Spare Open API. Spare Platform also provides fixed route analytics and fixed route predictions for DART.

Today, Spare and DART, in conjunction with Unwire, are working to expand the GoLink service across the Greater Dallas region, adding numerous new zones and vehicles. As GoLink scales into one of the largest public on-demand networks globally, Spare will be on the forefront of delivering the technological architecture and features necessary to run such a complex service.

In addition to using DART-owned GoLink vehicles, Spare is also working with DART to integrate TNCs and taxi cabs into the DART GoLink on-demand bus service, powered by Spare Platform. The use case for this will be to seamlessly and automatically dispatch TNC/taxi trips to GoLink passengers, if a DART-owned GoLink vehicle cannot facilitate the trip in a satisfactory way (for example, if wait times are too high). This has the possibility to drastically decrease the cost of running on-demand bus service, while at the same time drastically increasing convenience and quality of service for GoLink passengers.

Project Reference

Tina Morch-Pierre, AVP, Payment Systems & Statistical Reporting, Finance Department, Dallas Area Rapid Transit. (+1) 214-749-3133 / tmpierre@dart.org.



Toyota Alliance Mobility Project

Customer: Toyota North America (Fort Worth, Texas)

Date: October 2017 - January 2019

Spare Project Manager: Josh Andrews

Project Use Case

The Alliance area, located in Fort Worth, employs more than 48,000. The largest mobility challenges in the area are "first/last mile" connectivity, the absence of transit connectivity for the full journey of passengers (existing and potential), and the absence of transit service options to get employees to their specific Alliance employer. As an example, for public transit riders looking to get to one of the Amazon warehouses in the area, it takes at least 30 minutes to walk from the nearest existing bus stop. If a public transit rider is going to UPS, it takes at least 80 minutes to walk from the nearest existing bus stop.

Alliance Link, a pooled on-demand shuttle operation in the Alliance area was launched on April 9, 2018. With 37 dedicated stops, the service operated Monday through Friday from 4:30 am to 7:30 pm, and Saturday to Sunday from 5:30-7:30 am and 4:00-7:30 pm. The service captured over 80% of the fixed route ridership coming into the area over its lifetime.



A dedicated microtransit vehicle used for the Alliance Link service. Vehicle decal designed by Spare.



By solving the "last mile" challenge, we have increased public transit ridership in the area, leading to a decrease in emissions and congestion related to single occupancy vehicle traffic. The project was made possible by a collaboration between Toyota, United Way, Hillwood Properties, Trinity Metro, DCTA, MV Transportation, and Spare. This is the first of many current and planned projects with Toyota, a key partner for Spare in the North American market.

In February 2019, after operating longer than its initial one year pilot period, the Alliance Link service ended operation. Toyota is now taking the learnings from the successful pilot and will be incorporating them into a renewed on-demand mobility strategy. With a stronger partnership today than ever, Toyota and Spare continue to work together on future projects. Please contact our business references for more information.

Read more about the project at ridealliancelink.com

Project Reference

For phone reference, contact Becky Martin, Manager, Green Mobility, Toyota North America. (+1) 469-847-2067 / becky.martin@toyota.com.

For written reference, contact Susan Hoff, Chief Strategy, Impact & Operations Officer, United Way of Metropolitan Dallas, (+1) 214-978-0003 / shoff@unitedwaydallas.org.

3. Approach

3.1 Service Model

The Spare Difference

Spare Platform, consisting of Spare Realize, Spare Launch, and Spare Analyze, is the only comprehensive, open API, on-demand and fixed route transit planning and operations platform in use today. Spare's proprietary routing and matching optimization algorithm is the only solution that integrates with data feeds from other transit modes to continuously calculate, in real-time, the most efficient routes and allocation of transportation resources across its operational network.

Spare Platform enables operators to manage their on-demand and fixed route services with built-in tools for managing passengers, trips, vehicles, drivers, and shifts. Transit operators can manage their operations using real-time data on demand, supply, and performance that allows them to make nimble and informed decisions about the structure of their services. And by using the platform's Realize feature, transit planners can run iterative transit simulations based on set parameters and use the results to make evidence-based transit planning decisions before their service even launches.

User-focused since day zero, Spare Platform provides transit users with an easy-to-use interface and seamless on-demand and fixed route transit services utilizing Spare's robust backend and open API. In addition to advanced trip planning and search capabilities, users can effortlessly pay for their rides with our integrated Spare Pay payment service or can choose to integrate with almost any other payment solution through our open API.

This combination of real-time route and ride matching optimization, seamless user interface, robust data collection, resource management, and supply and demand simulation capabilities, truly makes the Spare Platform a unique and unparalleled product in the transit services market.

Spare Engine

Spare Platform is built on the Spare Engine, our data-driven, AI-based, intelligent algorithm for matching vehicles to passengers. In simple terms, at the end of every day, the Spare Engine analyzes what a perfectly optimized day would have looked like, minimizing wait times and maximizing ridership. Spare Engine uses this information to know how to better dispatch vehicles in following days and what stops passengers are required to walk to - becoming more optimized and efficient as time progresses.

Typically, in a traditional dispatch system, one would expect to see a 20-25% loss in efficiency from scheduled operation to actual operation. Using live data feeds, such as traffic, live vehicle location, and more, Spare Engine continuously optimizes the results of the routing and matching algorithm, ensuring the loss of efficiency from scheduled to actual operation is eventually eliminated, which is the true value of Spare Engine.

Self-serve and Truly Mode Agnostic

Spare's mission is to make it possible for anyone to plan, launch, and analyze a smart transportation network in seconds - and we make that possible. In order to be as aligned with our customers as possible, Spare understands that on-demand transportation will not be the only type of transportation in a truly seamless and smart transportation network. The future of transportation will be a mix of on-demand (pooled and single ride services), fixed route, and even alternative modes such as bike sharing and carsharing. With the self-serve Spare Platform, Spare has created a solution that can be expanded to support as many modes of transportation as desired, including a comprehensive connection to and integration with fixed route transit. By not being tied to a certain mode over another, like only supporting on-demand, Spare Platform has been built to be truly mode agnostic so that we can provide our customers with the absolute best system possible.

Paratransit & On-Demand Mix

Spare Platform supports paratransit trips in conjunction with on-demand trips. Paratransit trips can be scheduled directly into the system, either by the paratransit customer or the dispatch center. All additional vehicle availability can then be utilized in the the on-demand services made available to the general public. Setting up a service in this way will likely improve overall vehicle utilization and decrease operational costs for both the paratransit and on-demand services. Spare is also currently working on a system that will allow the prioritization of paratransit trips over regular passenger trips, based on ADA eligibility criteria. This new feature is part of a suite of upgrades that Spare is planning to better accommodate its ADA and non-ADA paratransit passengers, which includes accessibility user profiles and making booking recurring trips frictionless and easy.

Closed Feedback System

A smart transportation network is more than just a smart operational system. With the Spare Platform, Spare has created a system that has a closed feedback loop end-to-end. From simulating a smart transportation network (Spare Realize), to launching and operating a smart transportation network (Spare Launch), to analyzing a smart transportation network (Spare Analyze), Spare Platform is designed to continuously optimize any smart transportation network, end-to-end.

Open API

Spare's goal is to become the "Amazon Web Services of Transportation": a fully open API for transportation that facilitates superior integration capabilities. Spare's objective is to be integrated into whatever solution passengers want to use - it doesn't matter if the passenger is in Google Maps, the Transit app, GoPass, or any other solution. By having an open API, the integration to these kinds of transit aggregators not only becomes possible - it becomes a seamless passenger experience. Having an open API strategy clearly differentiates Spare from others in the market as it allows us to harness the power of developers to build the most innovative and customizable products available. With the Spare Open API, available at sparelabs.com/docs, Spare has already become the first mobility platform to integrate a transit payment system (GoPass Payment integration), and the first mobility platform to be integrated natively in a transit agency travel planner (Kolumbus HentMeg and DART GoPass app).

The Spare Approach

For this proposal, Spare is submitting itself for consideration under Subcategory 3 - Platform-as-a-Service. Spare Platform includes all of the software and applications necessary for DCTA to create an exceptional on-demand and multimodal transit experience for its customers. Spare Platform can also integrate with almost any other software solution through its open API. For more details on Spare Platform's on-demand and multimodal mobility management capabilities, as well as its ability to integrate with third-party fare payment systems, please see this section along with *3.2 Technology Platform*.

Our approach to the implementation of the Spare Platform is based on:

1. Analyzing the regional operating environment and determining baseline metrics through data analytics and simulations
2. Identifying the needs of the transit system and its passengers in order to identify service gaps and improvement opportunities
3. Establishing objectives and success metrics
4. Developing a mobility strategy based on identifying regional differences to determine where on-demand services will be effective in replacing or complementing other transit services in order to lower costs and/or provide an improved passenger experience
5. Determining the system specifications that will provide the greatest value proposition for the transit provider and its customers
6. Creating an implementation plan and timeline with specific action items and due dates linked to specific objectives
7. Training employees on the system and how to operate it in their role
8. Conducting extensive service testing and soliciting feedback on approach
9. Deploying the Spare Platform into live use
10. Monitoring, analyzing, and refining system parameters in perpetuity

Below is an example of an implementation timeline that can be refined together with DCTA's project team. The timeline from contract signing to launch of service can be as little as 1 day, if needed.



Community-centered System Design

It's important to note that no community is the same and no one system structure will be effective nor efficient everywhere. Spare's approach is to tailor its strategy and system specifications to each of its customers through a rigorous and holistic community analysis. Working with DCTA's extensive knowledge of its operations and the communities it serves, Spare will use its powerful data analytics and simulation capabilities to recommend a system strategy that fits its goals. For instance, Spare is cognizant that a major priority of DCTA is to bring service to its remote and underserved communities and connect them to DCTA's fixed-route lines. To that end, we can tailor our approach to fit that objective and will work with DCTA to create a strategy that addresses the needs of each community. As time progresses, and DCTA's service population continues to grow, Spare will proceed to evaluate system structure and parameters to recommend changes to DCTA's strategy in order to better reflect changing community conditions. And as demographic populations evolve, Spare will work with DCTA to re-identify the needs of its passengers to better cater to their unique characteristics.

Communities are almost never homogeneous. The various demographics that makeup a community often have different desires, values, and needs. In order to best serve the community as a whole, a transit system must take into account these differences and develop a strategy whereby it targets specific populations based on their traits. For instance, students often value price and convenience, whereas work commuters often value punctuality and reliability. Spare's services have various parameters that can be adjusted to fit a community or demographic, such as zone sizes, boarding times, flexibility times, trip deviation maximums, supply types, rider types, accessibility features, booking options, and more. So for a student population who might be extremely price conscious, a stop-to-stop service with a higher deviation maximum and mixed vehicle supply model will enable more pooling, therefore require fewer vehicles, and cost less to operate, translating into the potential for lower prices. For a commuter population who values punctuality and reliability, a door-to-door service with a low deviation maximum and guaranteed vehicle supply will offer quicker, more reliable response times from door-to-door. And, of course, there are a myriad of variations between these two service structures that allows providers to balance the inevitable tradeoffs (small or large) between cost versus price, efficiency versus punctuality, and reliability versus flexibility.

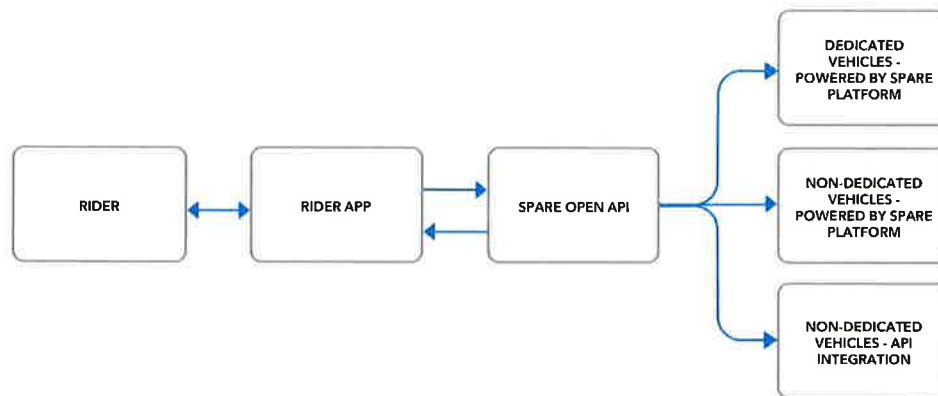
Accessibility Model

One of the most unique demographics in any community are those that require accessibility accommodations, including, but not limited to, those with disabilities and seniors. Those requiring accessibility accommodations are also those who most often rely on public transportation and so serving these passengers effectively is of paramount importance. Spare understands that this demographic has a special set of needs and so has built its platform and service model to closely align with their requirements. As discussed in the 3.3 *Accessibility* section of this proposal, Spare supports accessibility requirements in the service design, vehicle set up, trip booking (through the Spare Rider app and administrator panel), trip delivery (through the Spare Driver app), and user profile aspects of its platform. We also have various accessibility features in our development pipeline that will enable an unparalleled accessible experience for ADA and non-ADA eligible trips and passengers, including automatic ADA trip selection and prioritization.

Brokerage Model

As we move to a multimodal future, we know that DCTA is looking to leverage the scale, efficiency, and innovation of private transportation networks. Spare is committed to working with DCTA to build out a trip brokerage model using Spare Platform that is seamless, integrated, and utilizes per trip pricing. Of particular interest to Spare is creating a brokerage model that can improve the delivery of on-demand and paratransit services and create flexibility for DCTA in delivering services during peak demand times.

Non-dedicated third-party brokered service providers have a choice of either using the Spare Driver app or an API integration to power the assignment and delivery of trips to drivers. Please see below for a flow chart of how Spare Platform can deliver trips to dedicated and non-dedicated vehicles.



Day-to-Day Operations

Service administrators, system operators, and drivers will sign up for Spare Platform accounts in the lead up to service launch. Specific user classes can be assigned to each person that will restrict what permissions they have in the system, including:

- **Administrators:** Administrators have full view and write access to the entire suite of Spare Launch features, including, but not limited to: creating and editing services, setting and editing duties, creating and editing vehicles, creating and modifying requests, creating and modifying users, changing user permissions, as well as access to Spare Analyze and Realize (if applicable).
- **Professional Drivers:** Drivers have no permissions on Spare Platform, they can only log into the Spare Driver app.
- **Booking Agents:** Booking agents only have write access to the User and Request menus, allowing them to create and edit non-administrator users as well as to create, edit, and delete trip requests. They can also view the live map, services, stops, favorite locations, reviews, and charges.
- **Schedulers:** Schedulers have the same permissions as booking agents, but can also create, edit, and delete driver duties and vehicles.



After having undergone training, system operators (including administrators, booking agents, and schedulers) will head to platform.sparelabs.com and log into their accounts to access the system. Administrators will be able to create and edit services, monitor drivers and vehicles on the live map, create announcements, create promotions, monitor reviews, and access the Spare Analyze analytics menu, among other abilities. Booking agents will be able to create and cancel trip requests as well as create and edit users. And schedulers will be able to create, delete, edit, and duplicate driver duties as well as manage drivers and vehicles.

Agency clients can be given access to the system, but Spare would suggest that only DCTA employees and contractors have access to the system as giving broad access to outside passengers can introduce risk.

Customer Journey

An exceptional customer journey is the largest determining factor of the success of a transportation service because a service is only as successful as its users make it. To illustrate the importance of the journey, let's take Michelle as an example. Michelle is a new graduate who lives with her family in western Frisco, but works in Denton. Currently, Michelle is forced to walk 30 minutes, catch a bus, catch the A-Train, and then walk some more to get to work - but sometimes she's lucky and can catch a ride with her mother. She has heard about a new on-demand service in her neighbourhood that connects to Hebron Station and has decided to give it a try because her 1.5 to 2 hour commute is getting increasingly difficult.

One morning Michelle wakes up, showers, and heads to breakfast. While she eats her granola, she downloads the Spare Rider app, follows the signup process by confirming her cell phone number, and is set up in just a few seconds. She selects a destination, in this case her office in Denton, and where she is coming from, her parents' house. She has the option to select the number of passengers for her trip and whether she requires an accessibility accommodation. Michelle can also select if she wants to leave now or schedule a pickup for some time in the future, but she needs to get to work so requests the next available trip. Michelle requests a trip now and is notified that the soonest available pickup time is in 20 minutes. And because Spare is already integrated with GoPass and its ticketing solution, Michelle can complete payment for her ticket inside the Spare Rider app using a credit card, or other payment method, which will then automatically create a GoPass ticket for her account in the GoPass app (in the future, Spare could develop a solution whereby the ticket also resided within the Spare Rider app). After paying for her trip, she can see the vehicle on the app's map and continues eating her breakfast while watching the vehicle getting closer. She can also see the estimated time of arrival and her pickup and dropoff locations.

Michelle watches the vehicle as it approaches and 2 minutes before the vehicle arrives she receives a text message notifying her that her vehicle is arriving. The Spare Rider app tells Michelle the colour, description, and license plate of the arriving vehicle so that she can confirm that it's for her. She hops on the vehicle and takes a seat. The driver has her destination in his or her tablet itinerary and can see that she has paid, so Michelle doesn't have to confirm anything. The driver continues on their way picking up two other passengers before heading to Hebron Station. 20 minutes after leaving her house, Michelle arrives at the station and jumps on the next train to Denton using the GoPass ticket she purchased through the Spare Rider app earlier.



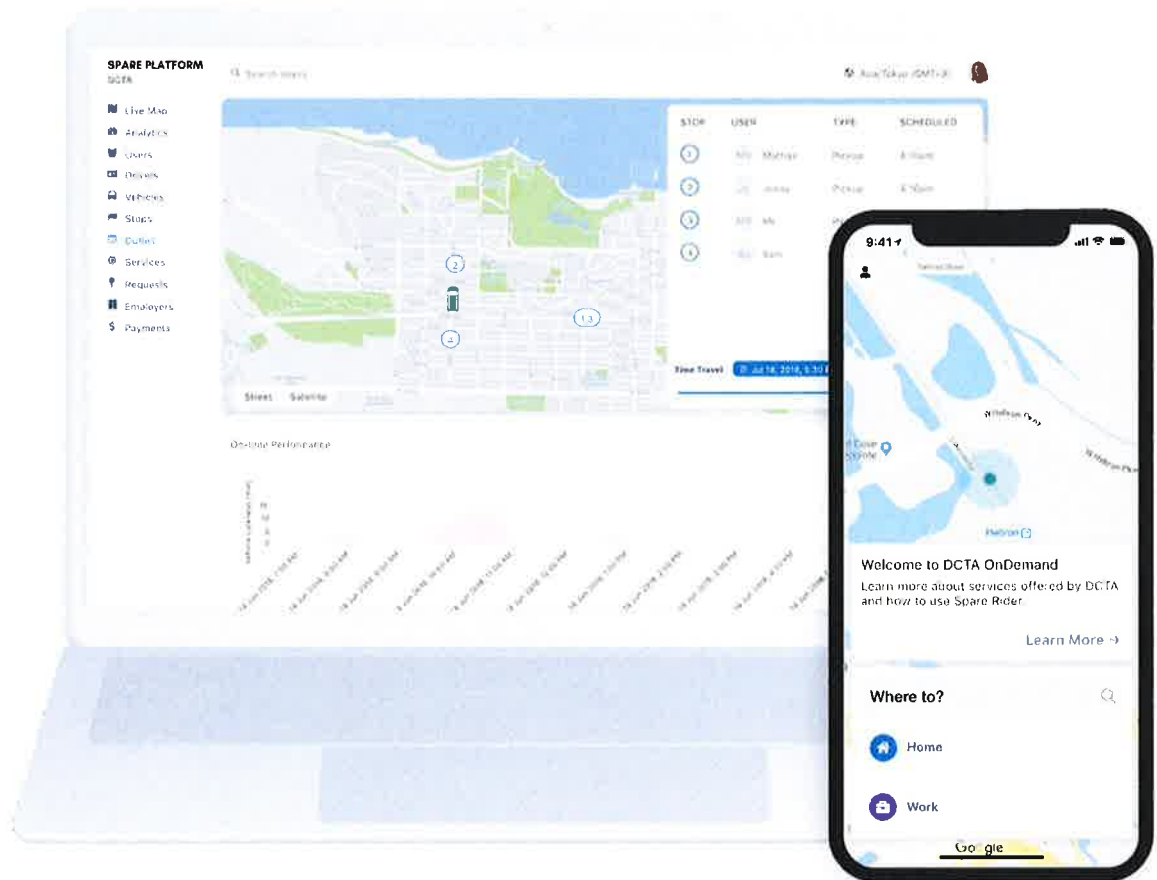
When Michelle arrives in Denton, she is about to start walking to her office when she notices people getting onto an ondemand vehicle sitting at the station. She pulls out her Spare Rider app, punches in her work address, selects next available, and receives a trip that will get her to work 10 minutes quicker than walking. She pays for her trip through the app and hops on the vehicle. Next thing she knows, the vehicle is leaving and then she is at work. Michelle gets to work extremely happy and early that day because her entire commute only took her 1 hour, which will save her 1 to 2 hours in commuting time every day.

While the above scenario might be fictional for the purposes of this proposal, it is by no means unrealistic. Many communities that DCTA serves do not have fixed route transit lines close by and so are forced to find other ways to get to their places of study, work, healing, or otherwise. And while in the example Michelle may not yet be able to book a taxi or Uber through our app, Spare is moving quickly towards a fully integrated multimodal trip planning, booking, and payment application that will enable her to seamlessly take care of all her mobility needs from one easy-to-use solution in a matter of seconds - all made possible by Spare's powerful API.

Customer Service

Passenger support is made available in the Spare Rider app through live chat or phone. Live chat can be initiated by the passengers at any time without ever leaving the app. Spare integrates with third-party customer support tools, such as Intercom and Zendesk, ensuring DCTA always has access to the best tools available. Spare can also provide a toll free number and email address that customers can contact if they have questions or issues. Spare can then relay any relevant information back to DCTA.

3.2 Technology Platform



Spare Platform Components

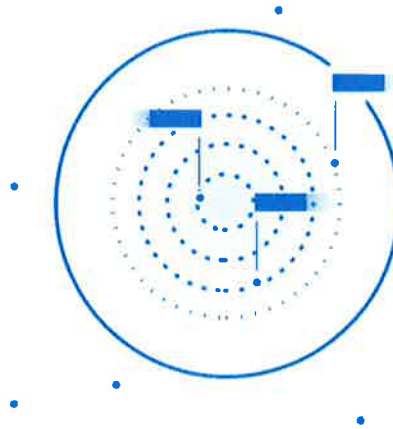
Spare Platform is a highly customizable, modular platform that can be adapted to fit the needs of any agency or operator. Spare Platform consists of 7 main components:

1. The **Spare Launch and Analyze Admin Portal** provides administrators real-time and historical overviews of system performance, system management, and passenger/vehicle management. The goal is to enable access to all data, and big data analytics, in real-time. Spare Launch includes support for several transportation services, including Pooled OnDemand and Fixed Route, with more added on a continuous basis.
2. The **Spare Open API** (Application Programming Interface), organized around REST, allows other systems to easily interface with the Spare Platform, a drastic difference compared to

other solutions on the market. An Open API platform can bring a wealth of benefits, such as integration opportunities with transit aggregators like the GoPass app, Transit app, Google Maps, Citymapper, and more. The Spare Open API is available at sparelabs.com/docs.

3. The **Spare Driver** iPad app is used by the vehicle driver. Drivers log in to their driver profile and receive information related to their zone, pickups and stops. The Driver app also is directly integrated with detailed turn-by-turn directions. In future autonomous vehicle operations, the Driver app will not be needed.
4. The **Spare Rider** iOS and Android apps are used by passengers to plan and execute their trips. Passengers use the app to sign up as a user, manage their user profile, book trips, track vehicles, and more.
5. The Spare Routing and Pooling Engine (**Spare Engine**) leverages the latest developments in big data, machine learning, and artificial intelligence to intelligently predict how to best route and dispatch trips in real-time. The Spare Engine matches and routes vehicles in the most optimal and efficient manner, taking into account travel patterns of a region, open traffic data, current vehicle resource allocation, current demand, and past trips. The longer the system operates, the smarter the routing engine becomes, reducing wait times and optimizing the system for higher passenger throughput.
6. The **Spare Pay** module can be used to handle a number of fare collection methods, such as cash, credit card, prepaid debit cards, and transit ticketing systems (such as GoPass and Hopthru). Spare Pay can also be used to give permanent or promotional discounts to specific user segments.
1. **Spare Realize** is a fundamentally new way to plan optimized transportation systems. At its core, it is a transportation network planning and simulation tool that can be used before or during a transit operation to run full transit simulations at an accelerated pace. Spare Realize takes into account several data sources and set parameters to calculate a number of different outputs, such as expected costs, ridership, reach, wait times, on-time performance, and optimization options.

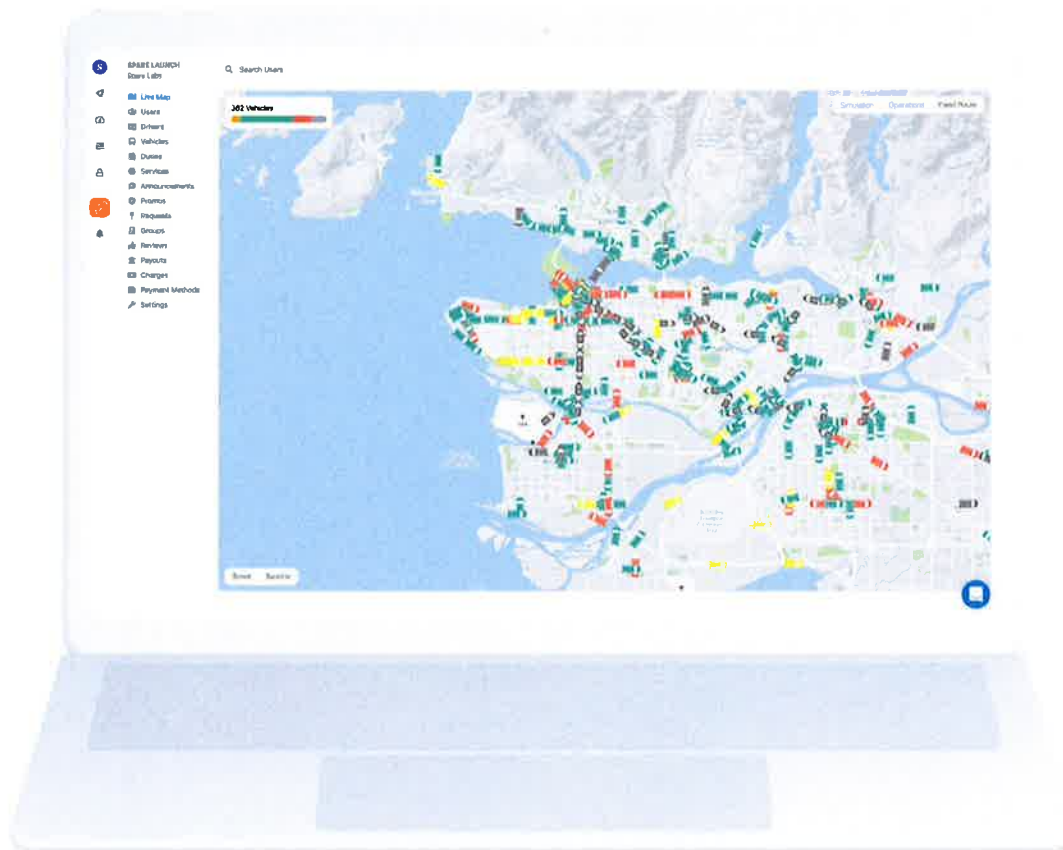
Spare Pooled OnDemand



Spare Pooled OnDemand is a transportation service included in Spare Launch that would allow DCTA to better service customers with pooled on-demand transportation and scheduled vehicles.

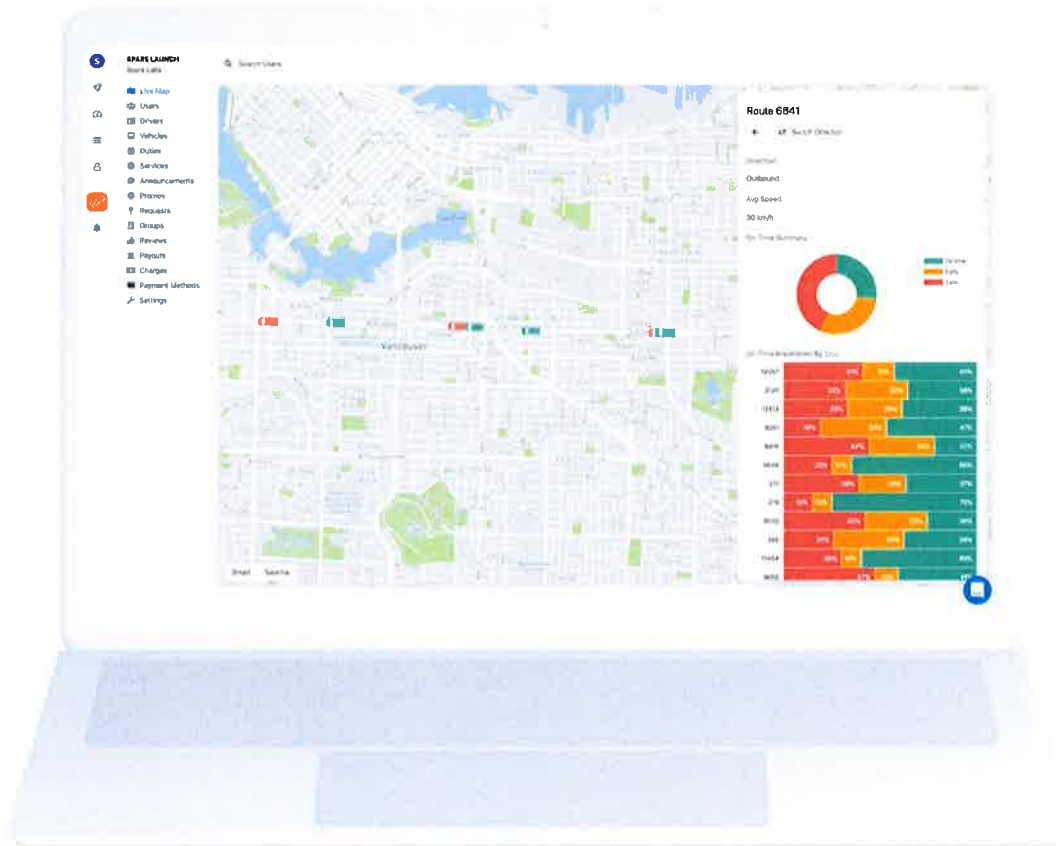
The system is built on the Spare Engine, our data-driven AI-based intelligent algorithm for matching vehicles to passengers. In simple terms, the Spare Pooled OnDemand system analyzes what a perfectly optimized day would have looked like on a daily basis in order to minimize future wait times and maximize future ridership. Spare Pooled OnDemand uses this information to learn how to better dispatch vehicles in the future and what stops passengers are required to walk to - training itself to become more optimized and efficient.

Spare Fixed-route



The Spare Fixed Route module enables a whole host of fixed route analytics and insights, including coordination between fixed route and on-demand services. Spare Engine, Spare's powerful routing and matching system, uses fixed route data from GTFS and GTFS-Realtime feeds to accurately predict where fixed route vehicles are. The improved real-time vehicle feed is displayed in Spare Platform, where administrators can easily track, search, and replay fixed route vehicle duties.

Just like all services on Spare Platform, schedule adherence is also displayed for each vehicle and tracked for on-time performance during the entire vehicle run. Spare then allows for predicted, accurate vehicle locations to be republished as a GTFS-Realtime feed through the domain of your choice, including the GTFS-Realtime feed domain you already use.

Publish GTFS-REALTIME for Selected Services

Feed URL

<https://sparelabs.com/feeds/gtfs-real->

The Rider Experience

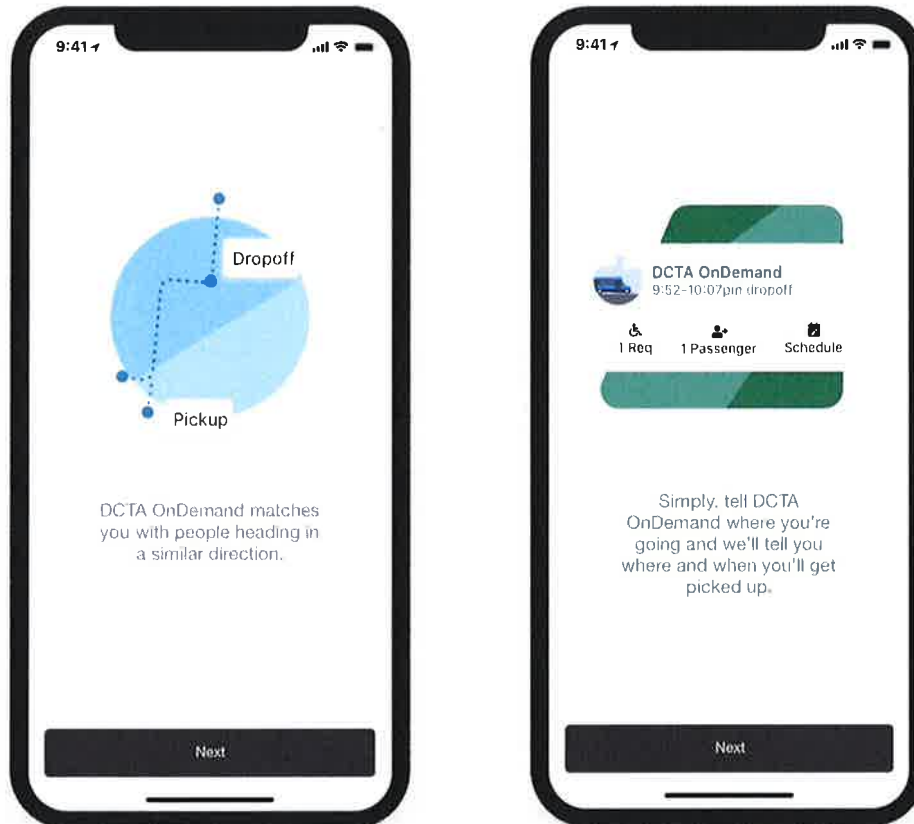
The Spare Rider app

The Spare Rider app was designed from the ground up to provide a superior rider experience. From the beautiful user interface, to the intuitive one-tap booking process, the Rider app is the best way for riders to experience transportation services powered by Spare Platform. The Spare Rider app

can also be made available as a white-label app with custom DCTA branding, enabling our customers to stay in front of their customers at all times.

Single-Sign On

Spare Platform can be integrated with our customers' Single-Sign-On providers and Smart Card accounts, including: OpenId, OAuth, Shibboleth, Google, Facebook, LinkedIn, Twitter, and more. Accounts can also be created with only a phone number and no-login guest accounts can be created quickly.

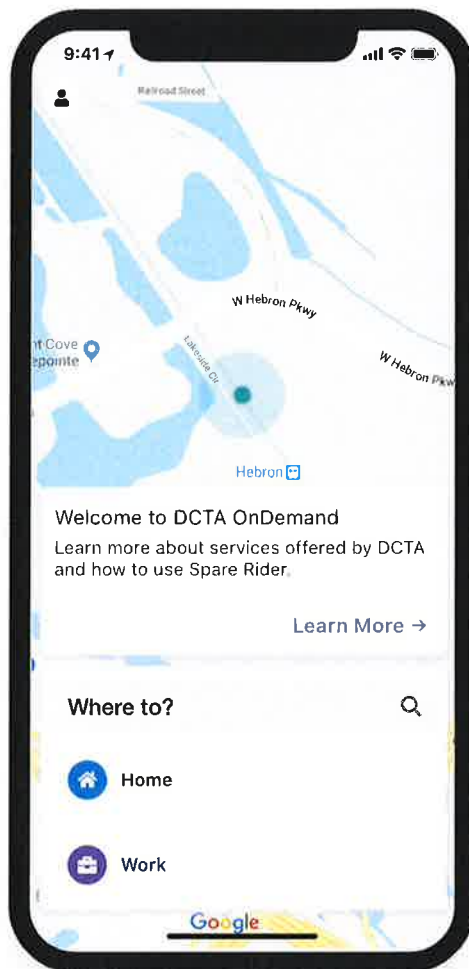


User Onboarding

New users are greeted with a 4-step onboarding process, designed to walk the new user through the process of using the app. Signing up as a new user is simple and easy, requiring only a name, phone number, and a few seconds of your time.

User Data Collection

Once using the app, passengers can input basic information about themselves. This includes favorite locations, like home and work addresses. Gathering this information allows Spare Platform to better understand the end user, the market its operating in, and build better routes for vehicles.



Fast Searches

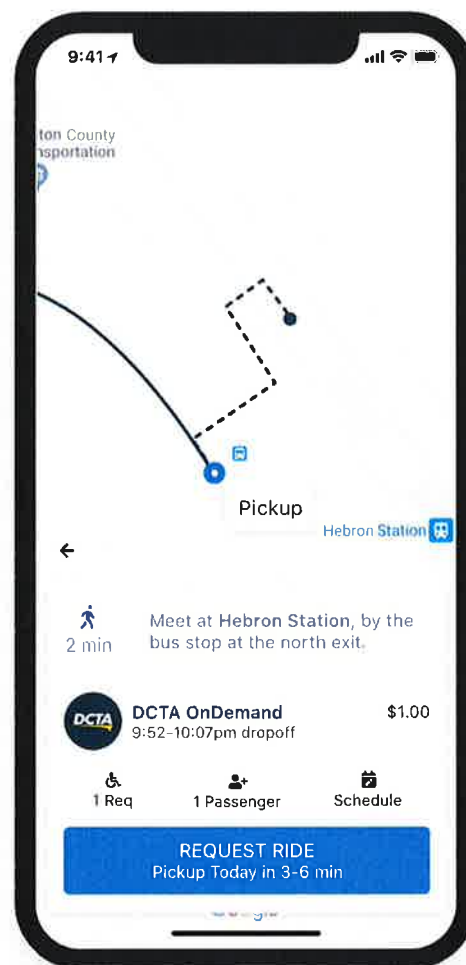
Spare stores user favorites and past searches, enabling destination selection to be done in time. By simply tapping the "Where are you going?" bar, users are shown a list of past searches, favorites, and home/work locations. Users can also search for a location using integrated Google location search.

Requesting a Trip

Requesting a trip is easy with the Rider app. Once the user has provided their destination, they are greeted with an overview of the trip, estimated walking involved, estimated vehicle arrival time, and estimated trip duration. To

Information and Booking Cards

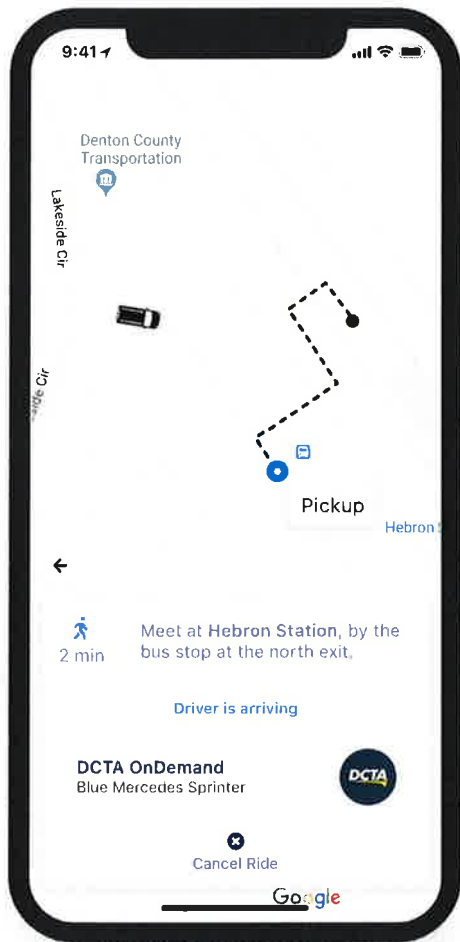
For new services, we suggest that DCTA supply an informational card introducing passengers to how the system works. Riders can also add their favorite destinations on the booking cards on the home screen, enabling a true one-tap booking process. Additional cards are available and customizable cards can be set up on a per location basis, such as when the rider books a trip to the nearest fixed route bus or train. The Spare rider app intelligently determines which cards to display based on the current time and location of the rider.



request a trip, users simply tap the Request Ride button. Trips can also be scheduled in advance by tapping the clock icon, and accessibility considerations can be set easily. Scheduled trip time options are based on a time range and are restricted to possible pickup times within the existing on-demand service hours, which can be defined through the Spare Launch Admin portal.

Walking to Pickup Locations

In order to optimize the system and ensure that vehicles don't get stuck on side roads, Spare can include the possibility of requiring a user to walk to the closest or dynamically best "virtual stop". These stops can be automatically generated or set by the administrator of the system. The stop information is available to the user prior to requesting a trip. For the DCTA system, we recommend stops be located around key landmarks and intersections.



Vehicle Tracking

The Spare Rider app provides real-time vehicle location updates to passengers. This level of tracking allows for the passenger to know exactly when they need to be at their stop and decreases delays in the system.

Passenger Support

Rider support can be made available in the app through email, live chat, or phone. Live chat can be initiated by passengers at any time and carried out without ever leaving the app. Spare can also integrate with third-party customer support tools, such as Intercom and Zendesk, ensuring DCTA always has access to the best tools available.

Spare Pay

Spare Pay is an advanced wallet-based payment system that enables riders to pay with credit card, prepaid cards, or a transit ticketing solution, directly from the Rider app. Our system is also capable of supporting in-vehicle cash-based systems and traditional transit ticketing systems. Payments can also be removed or adjusted based on a client's needs and fare structures can be customized based on a customer's specifications.

Handling System Events and Cancellations

As we know that communication is key to any good passenger experience, the Spare Rider app informs passengers of any delays that may affect them, all in real-time. Announcements can be sent to passengers in a specific region to inform them of important information like service disruptions. For instance, DCTA could ask their passengers to allow extra time for their morning commute

because of roadwork or could inform riders of a special fare promotion happening during a music festival.

Groups & Corporate Accounts

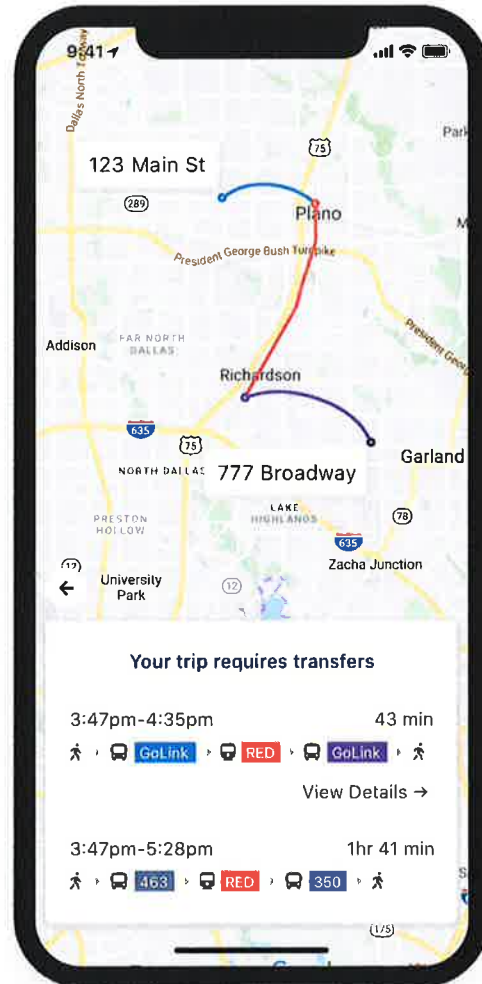
Spare can add support to the Spare Rider app for group accounts, which allows for unique services catered to specific audiences. For instance, corporate accounts can be expensed back to employers, paratransit groups can allow for door-to-door pickup and dropoffs in an area that is set up for stop-to-stop, or a college group could allow for pickup or dropoff in a geographic zone with a large student population during peak school commuting times.

Zone Notifications

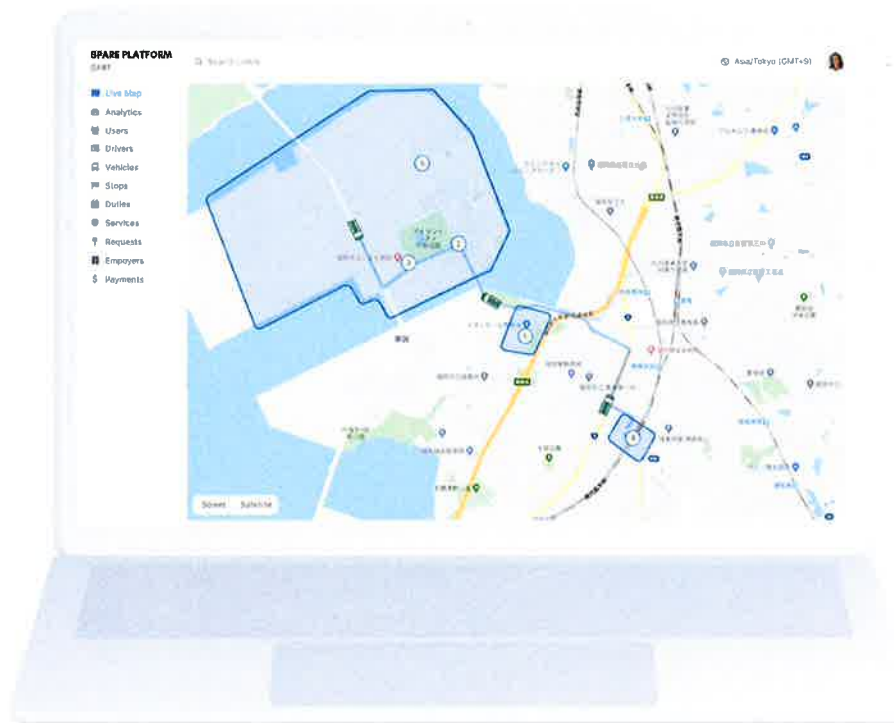
If a rider requests a location that is outside the zone of service availability, they are notified of the pickup and dropoff zones and are asked to pick a new location inside the defined service area. The search information is, however, stored for future analysis and can be used to optimize services and facilitate strategic service expansion.

Multimodal Support

In addition to Spare Platform supporting publishing to GTFS-Flex, a feed specification that allows agencies to apply typical public-transit metrics to demand-responsive or paratransit services, the Spare Rider app can be configured to integrate GTFS transit feeds into the Spare Rider app in order to better integrate on-demand and fixed route services.



Spare Launch



The Spare Launch and Analyze Admin Portal provides real-time access to system information and configurations for administrative users. Various levels of permissions allow for different levels of access within the portal.

Live Map

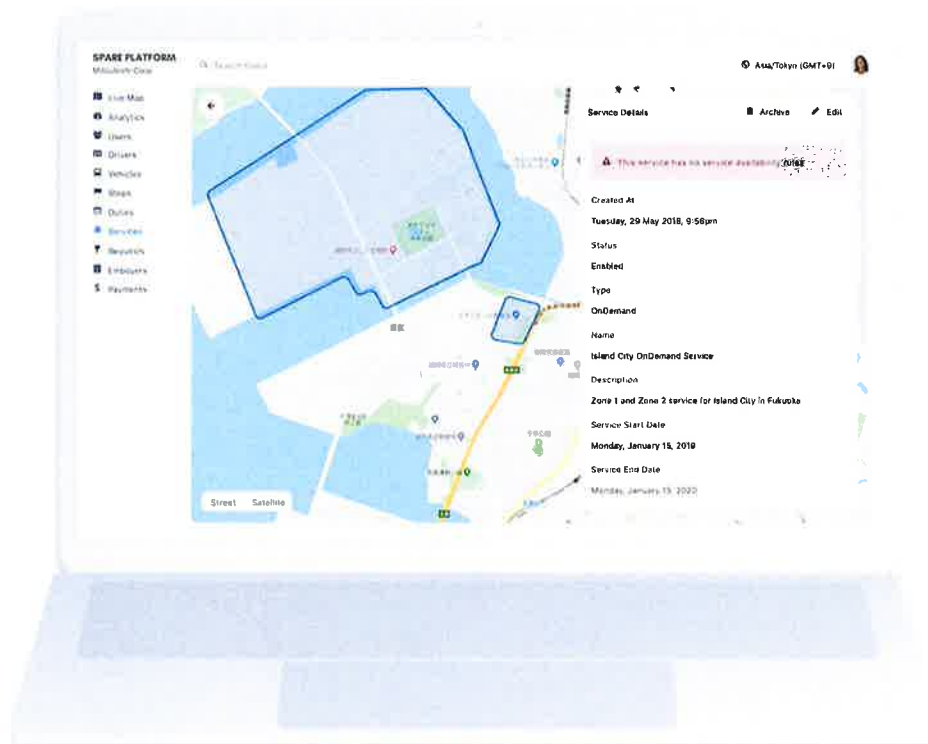
The first thing you will see when you log into Spare Platform is the Live Map. The Live Map displays your service zones and operating region along with all of the current vehicles in operation, their current location, and their current status via real-time data feeds. By clicking on a vehicle, you can view details about the vehicle, its duty, status, the current trips it has assigned, and its current route and itinerary displayed on the live map. Vehicles will also turn different colors (green, yellow, and red) to give administrators a quick visual view of the status of their fleet. For instance, if a vehicle is red, it could be that the vehicle is running behind significantly, that it hasn't updated its location in over ten minutes, or that another problem has occurred that may need attention. Vehicle alert notifications can also be set so that administrators are notified when vehicle statuses change.

Creating a Service

The first step to setting up a system using Spare Platform is creating a service. In the case of DCTA, the proposed service type will likely be a pooled on-demand service. Once you have created a service type, you can specify parameters for that service. Spare's services have various parameters that can be adjusted to fit a community or demographic, such as the geographical zone (including pickup/dropoff zones), stop locations, service hours, service hour exclusions, boarding times, flexibility times, trip deviation maximums, supply types, rider types, accessibility features, booking options, and more. These parameters can be tailored to specific customer, passenger, and community needs to allow providers to balance the tradeoffs inherent in structuring services in different ways. All parameters can be changed at any time after the service has been created, giving DCTA the flexibility to quickly make changes to its service based on data analytics collected by Spare.

Service Hours and Exclusions

Inside a service you may add service hours and exceptions to those hours. Exceptions can include changes of service on certain days, such as statutory holidays or days with special events.

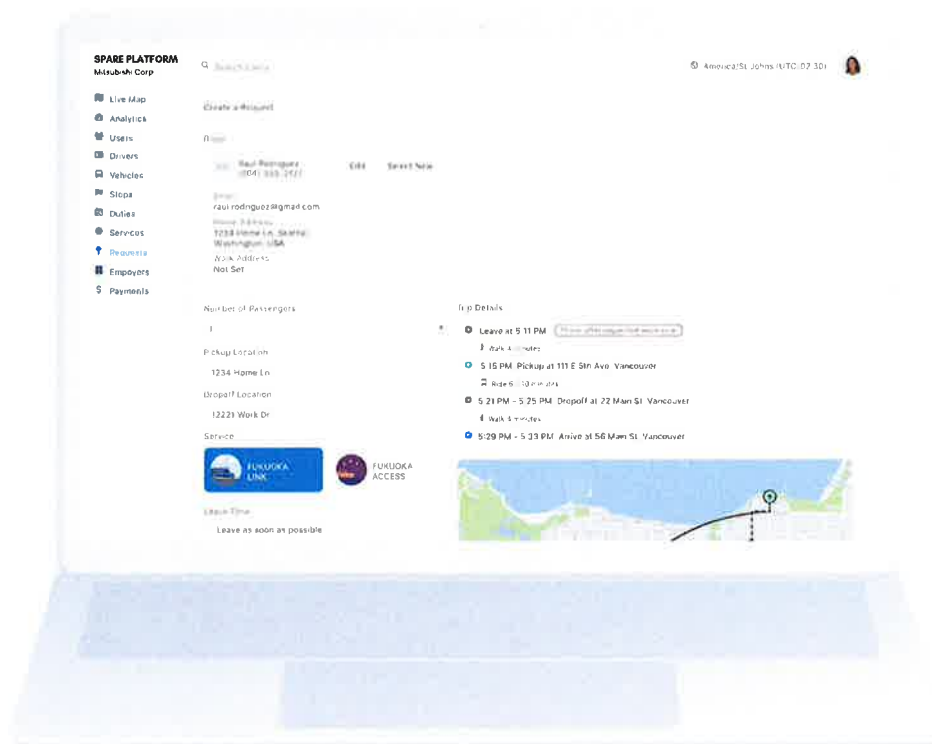


Vehicle Management

Spare Platform includes a customizable vehicle management system with vehicle notes that can be added and removed over time. Vehicles are also tracked and display real-time information, such as daily mileage, speed, and location in the Spare Launch admin portal.

Stop Management

Virtual Stops can be easily added through the stop manager. Stops can be marked by various accessibility offerings based on their availability for a specific service area.



Dispatcher Tool

To support phone-based dispatch, the administrative portal has a dispatcher tool that allows administrators to easily create and dispatch trips for Spare Pooled OnDemand services as well as



manage their fleet of vehicles. Various tools are also available to help administrators adjust existing trips in real-time.

Request Management

View and modify trip requests in real time. A list of trip requests with current status, pickup and dropoff locations, assigned vehicles, and estimated pickup/dropoff times is available in the Requests page.

Service Alerts and Notifications

Because providing public transit is a critical service for most cities, Spare Platform continuously monitors for overall service health and on-time performance. Notifications of service events are then pushed in real-time to system administrators through the Spare Launch Admin Portal notifications menu. If the administrator has subscribed to email service alerts, he or she will also receive alerts over email.

Announcements

Announcements can be sent to passengers in a specific region from the administrator panel to inform them of important information like service disruptions. For instance, DCTA could ask their passengers to allow extra time for their morning commute because of roadwork or could inform riders of a special fare promotion happening during a music festival.

Promotions

Promotions are a great marketing tool built directly into Spare Platform. Promotions can be created inside of the administrator portal and allows operators to create a secret code that can be redeemed by passengers inside the Rider app to bestow the passenger with a financial value that they can use on services.

Reviews

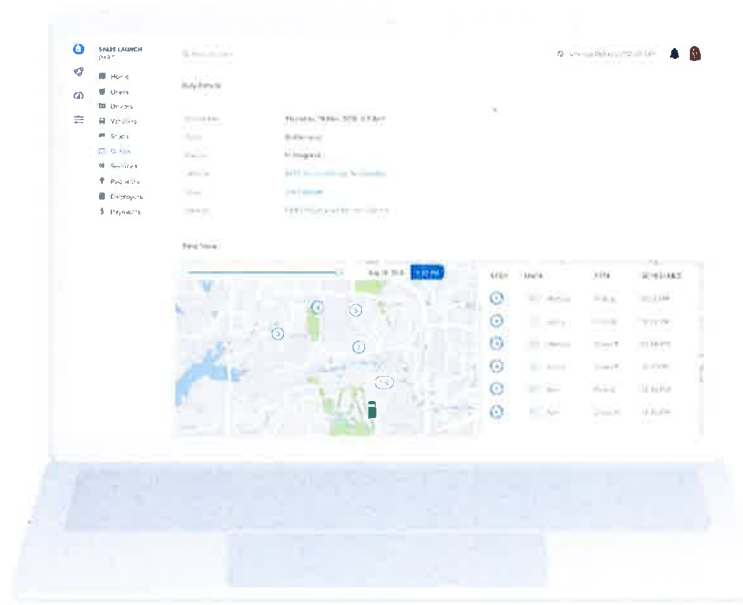
Generating feedback from customers is essential to building a great user experience. Luckily, Spare Platform comes with a customer review functionality built in, whether you use the Spare Rider app or integrate your own frontend solution over Spare's API. In the Spare Rider app, passengers are asked for their thoughts after every trip they take so that your customers can always let you know what they're thinking and you can always have your fingers on the pulse of your service.

Groups

The Groups functionality in Spare Platform allows operators to designate specific passengers as part of a group that has special privileges or access to certain services or features. For instance, you could create a group for members of a community group that gave them free rides on a Sunday or you could provide employees of a business discounted trips during their lunch hours. Groups are a fantastic way to create partnerships with businesses and organizations in your community in order to promote your service and generate additional revenue or ridership.

Time Travel

Time Travel is a tool that allows administrators to travel back in time and review performance of the system during specific operating hours. Administrators can look through the course of a day to gather time-specific data needed to resolve customer disputes and better understand the daily operations of the service.



Complete Mobile Transit Payment Service & Integration

With the GoPass Payment integration project, Spare Platform became the first and only mobility platform to have a full integration to a transit ticketing system. Through the Spare Open API, our platform can integrate with a myriad of third-party mobile ticketing and payment collection providers, such as Hopthru, so that DCTA can choose the technology that best fits their needs. Spare is willing to work with DCTA to completely power its mobile payments system using Spare Platform or can partner with a third-party technology company to build a proprietary solution that integrates with Spare Platform using our open API.

Spare Open API

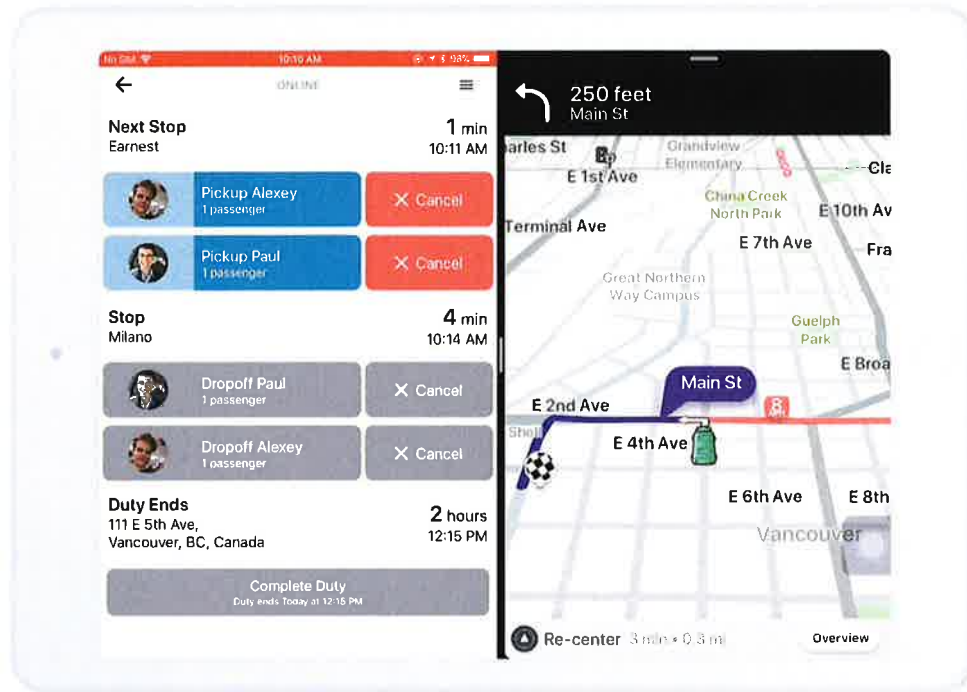


Spare believes that only truly open data solutions will enable the integrated mobility solutions of the future because the future of integrated services is only possible with the easy transfer of information between services, which is exactly what Spare Platform has been designed to both integrate with and provide. In a world where open APIs are the rule, rather than the exception, the rate of innovation among developers will be rapid and robust, ultimately providing DCTA and its citizens with more value and choice over what one company could ever offer on its own.

The Spare Open API (available at sparelabs.com/docs) offers developers access to up-to-date Spare Platform information such as vehicle availability, departure times, and live tracking. Furthermore, our API offers access to protected functions for registered developers, such as booking a trip, getting information about recent trips, cancelling trips, and more. By offering an open API, Spare Platform can easily integrate with a wealth of third-party and customized solutions, like new payment solutions, vehicle statistics solutions, maintenance solutions, and much more. Spare's commitment to a truly open API is a radically different approach than that of most other mobility platforms out there and is, in our view, an essential asset for the future of mobility services.

Using the Spare Open API, Spare has gained deep experience in integrating with external systems. Integrating the Spare Platform in the GoPass Trip Planner, integrating the GoPass Payment transit ticketing system into the Spare Platform, and integrating Spare Platform into the Kolumbus Minside travel planner are just some examples of how the Spare Open API has already enabled seamless mobility for its passengers via third-party technology integrations.

Driver App



Drivers are provided with an iPad tablet application (Spare uses Apple hardware because of its reliability), the Spare Driver app, which is their direct interface into all the services facilitated by Spare Platform. Drivers' trips are automatically dispatched to the driver and added to their trip itinerary from Spare Platform. Tablet terminals can be easily installed and locked in vehicles using our preferred hardware partners' rugged mounting solutions. The hardware needed for the Spare Platform service can be procured by Spare, or by DCTA directly. The following hardware is needed for each vehicle:

- Apple iPad (5th generation or newer) with cellular data connection.
- RAM in-vehicle mounting hardware with minimal installation needed (part number RAM-B-316-1-202U and RAM-HOL-TABL17U).
- Cellular SIM card with active cellular data service (minimum 5 gb data per month).

Driver Login

Drivers have a unique username and password that they use to log in to their tablet or smartphone at the beginning of their duty.



Detailed Itinerary

A full list of future and past stops is available with pickup and dropoff information from within the driver app.

Cancellations and No-Shows

Drivers are automatically notified of rider cancellations as well as any necessary trip adjustments. Drivers can easily report no-shows from within the Spare Driver app, which are tracked on a per passenger basis. Passengers who are frequently designated as no-shows can be prevented from requesting trips in the future.

Live Vehicle Data

The Spare Driver app tracks and sends all live vehicle data, at a frequent interval, back to the Spare Launch Admin Portal. The platform then uses this information to provide full live vehicle data to administrators and riders, including: live vehicle tracking, driving durations, service kilometers, unique vehicle identifications, accepted trip requests, and more.

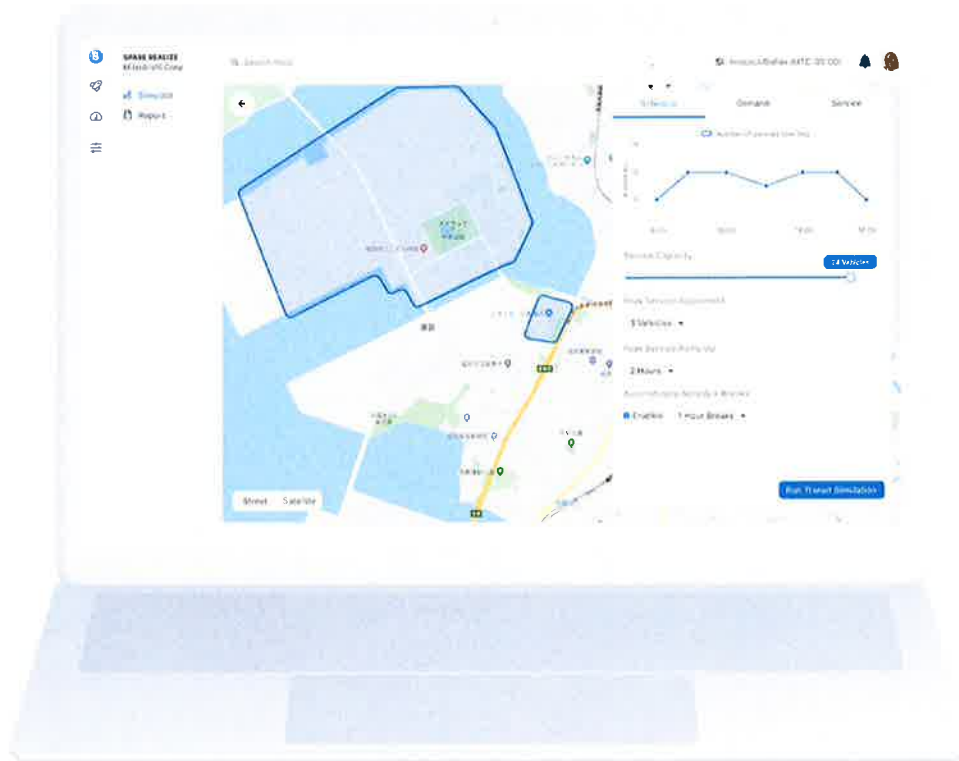
Turn by Turn Navigation

Through a partnership with Waze, the Spare Driver App provides fully automated turn-by-turn navigation. Live traffic is accounted for to ensure the optimal route is always taken. Voice guidance is also available, ensuring that the driver can focus on the road and does not get distracted.

Accessibility

When a passenger requests an accessible vehicle, the driver is notified about the request via the Driver App. Whether it's a wheelchair, service animal, or stroller, the driver will see the accessibility request next to that passenger's name on the manifest so that the driver can make any necessary adjustments to accommodate that passenger.

Spare Realize



Spare Realize is a fundamentally new way to plan and optimize transportation systems. At its core, Realize is a transportation network planning and simulation tool that can be used before or during a transit operation to run full transit simulations at an accelerated pace. Spare Realize takes into account several data sources to calculate a number of different outputs, including expected costs, reach, wait times, and optimization options. And because the Spare Platform tightly integrates the collection of operational data with the modelling and simulation of transit patterns using Spare's Realize feature, we can make certain that our simulations are as regionally specific and accurate as possible, while preventing possible data misuse and errors.

To create a baseline simulation, Spare Realize has the capability to pull from open source demographic and geographic data sources from all around the world as well as from third-party APIs like Walkscore and Yelp, without any input from the administrator. In order to run Spare Realize simulations at greater detail, a number of data sources can be used, such as:

- Existing fixed route or on-demand origin-destination data
- Fixed route ridership data, including APC data



- Current Dial-A-Ride/on-demand service data
- Anonymous telecom location data
- GTFS data

Additional data sources have the potential to increase the accuracy of running Spare Realize simulations and decrease the number of assumptions that need to be made. Spare Realize utilizes the data available to create high potential origin-destination pairs and then runs simulations across various combinations of probabilities. Each simulation result is then scored and compared across thousands of additional routing and matching iterations to produce an expected real-life scenario. These simulations are run at an accelerated pace and calculate expected KPIs over the service lifetime, like expected costs, reach, and wait times. Some of the Spare Realize outputs available are:

- Number of vehicles required to achieve a certain service quality, such as wait time, minutes on vehicle, and more.
- Estimated number of daily boardings.
- Estimated passengers per hours of service.
- Estimated cost per trip.
- Estimated passengers per trip.
- Optimal size zone.
- Trip patterns, such as simulated pickup and drop offs.
- Service quality statistics, such as wait time and minutes on the vehicle.
- Vehicle capacity utilization.
- Operating efficiency, such as revenue hours, revenue miles, passengers per hour, and more.
- Time utilization, such as idle time, unoccupied time to pickup or dropoff, and occupied time.

The end result of a Spare Realize simulation is a report that displays these outputs in map and graph form, accompanied by an analysis and discussion about what the outputs mean, how they were established, and the assumptions that were made. Realize reports can be generated before launching a system in order to inform the service structure as well as during operations to optimize service parameters.

Spare Realize is also the engine that powers Realize Weekly, a report that is provided for operational services. Every week during an operational service, important facts and figures are compiled that are then incorporated into an easy to read weekly report. Realize Weekly Reports include weekly service metrics and suggestions for how to improve service operation.

Spare Platform Capabilities

Instant Scalability

Spare utilizes secure cloud hosted solutions, such as Amazon Web Services, to supply all system capabilities in a fully-managed environment. The Spare Platform is built to scale in an instant. If there is ever a sudden influx of new passengers, or if a new service is opened, the Spare Platform cloud infrastructure automatically allocates additional resources to your services to make sure they run smoothly no matter the demand.

Datacenter Capabilities

Backups and data-in-motion are fully encrypted, as well as are encrypted-at-rest. Spare's secure cloud hosted data storage servers auto-scales resources (storage, memory, IOPS) as usage rises, so it's always ready for sudden spikes in traffic.

Disaster Recovery

Each Spare Platform component is backed up daily to secure, access-controlled, and redundant storage. The storage platform allows for recovering databases within seconds of the last known state, restoring system instances from standard templates, and deploying customer applications and data. In addition to standard backup practices, Spare Platform's infrastructure is designed to scale and be fault tolerant by automatically replacing failed instances and reducing the likelihood of needing to restore from backup. The Spare Platform infrastructure is designed for stability, scaling, and mitigating common issues that lead to outages while maintaining recovery capabilities. The platform maintains redundancy to prevent single points of failure, is able to replace failed components, and utilizes multiple data centers designed for resiliency. In the case of an outage, Spare Platform automatically restores customer applications and databases as the platform is deployed across multiple data centers using current system images.

Firewalls, Network Architecture, and Logical Security

Spare utilizes secure cloud hosted solutions to provide managed server and network systems. Firewalls are utilized to restrict access to systems from external networks and between systems internally. By default, all external access is denied and only explicitly allowed ports and protocols are allowed based on business need. Each system is assigned to a firewall security group based on the system's function, which mitigates risk by restricting access to only the ports and protocols required by each system. Managed firewalls prevent IP, MAC, and ARP spoofing on the network and between virtual hosts to ensure spoofing is not possible. Packet sniffing is prevented by security infrastructure, like the hypervisor, that will not deliver traffic to an interface it is not addressed to. Spare utilizes application isolation, operating system restrictions, and encrypted connections to further ensure risk is mitigated at all levels. Moreover, Spare is notified of vulnerabilities through internal and external assessments, system patch monitoring, and third party services so that vulnerabilities are identified, prioritized, and addressed as soon as possible.

Other Innovations Available

Spare is ready to work closely with DCTA to identify other innovations that would address its needs, now and into the future. Below are some examples of innovations that could be made available.

Booking Terminals

To enable bookings for riders without the Spare Rider app, Spare can work with DCTA to provide stationary tablet-based booking terminals in locations across the service area. Providing booking terminals would make the service more accessible to passengers who do not travel in the service area on a daily basis, such as tourists and passengers, and those who do not have easy access to a smartphone, like children and seniors.



OBD-II Connector Integration

Spare Platform can integrate with most vehicle OBD-II connectors, such as Geotab, Mojio, Automatic, and more. DCTA will therefore be able to better take care of their vehicles by reading directly from the OBD-II port, collecting diagnostic data related to the health and performance of the vehicle. This can also be used to run analytics on fixed route services.

3.3 Accessibility

Spare takes accessibility extremely seriously. That's why we have built, and continue to build, accessibility features directly into our technology.

Support for Passengers with Accessibility Needs

Transit needs to be accessible to everyone, no matter their physical or mental disabilities, which is why we have built accessibility features right into our platform. For example, when creating a service in Spare Platform, you can add accessibility features to the service that will allow you to set an additional boarding time for each passenger, which the system then takes into account when determining trip allocation and calculating the optimal itinerary and route. Next, when entering vehicles into Spare Platform, you can set what accessibility needs that vehicle can accept - from wheelchairs and service animals to strollers and small children - and whether they will require extra space, which will then feed back into our system with respect to the number of seats that will be available to other passengers. Then when riders request rides, they are given the option to select any accessibility accommodations they may need, which will be shown to drivers through the Spare Driver app. Our accessibility options list is also fully customizable and can include things like wheelchair accessibility, seniors, small child accessibility, door-to-door access, and more.

Call Center Trip Booking

In the Spare Launch Admin Portal, call center agents can easily add, remove, and edit passengers and their trip requests. Call center bookings are perfect for passengers without a mobile phone. It only takes seconds to create a new user profile, requiring only a name and email address or phone number. From there, the passenger can call in to book a trip, book via the Spare Rider (or another integrated) app, or book onboard the vehicle. Spare can support almost any payment system, including visual validation for tickets bought with cash and prepaid debit cards for those without bank accounts.

On-vehicle Trip Booking

If a passenger does not have a phone on them and wants to ride on a nearby vehicle, the driver can add their trip via the Spare Driver app. If they have never ridden on the service before, the driver can add them as a new user with only a phone number.

Language Support

The Spare Rider app can be translated to a wealth of different languages. Spare can work with DCTA to identify and implement support for any languages that may be relevant for the service areas targeted.

Ambulatory & Senior Support

Spare Platform supports curb-to-curb trips, vehicle text notifications, and accessible vehicles, providing excellent service quality for the elderly and those requiring ambulatory accommodations.



Vision & Touch Support

Spare's rider app fully supports the accessibility features baked into iOS and Android, including VoiceOver, TalkBack, and AssistiveTouch.

Future Developments

We continue to improve how our technology serves those requiring special accessibility accommodations. Spare is building a number of new accessibility features, including: ADA paratransit trip prioritization, accessibility user profiles, and a paratransit recurring trip feature.

3.4 Training & Customer Support

We recognize that the training we provide has a profound impact on every aspect of service delivery, including safety, customer service, overall quality, efficiency, and more. Spare continues to work diligently to see that our customers receive the tools they need to succeed. Depending on the timeframes available, training can be adjusted to meet the needs of DCTA. Moreover, Spare offers robust technical support, including a 24/7 customer support hotline, email, and live chat features. And for end users, Spare will provide an email, phone hotline, and live chat integrated into Spare's Rider App that will enable customers to get in touch with us and DCTA if they have any issues.

3.4.1 Driver Training

Teaching drivers how to use the Driver app properly is central to a successful experience. The Driver app was designed from the ground up to be user friendly and safe to use on the road. Driver training begins when the driver enters the app and logs in using their email and password. Each driver is greeted with an onboarding procedure that explains how the app works and the various functionalities. We also offer a Driver Quick Reference guide that can be kept in vehicles in case drivers have issues or questions while on the road. Lastly, drivers can also utilize the support documentation provided to find answers to questions themselves.

With respect to formal training, a two-hour in-person driver training session is recommended for each driver using the Driver app. The trainer for the in-person driver training can be a member of Spare, or another driver/operator, if a train-the-trainer setup is preferred. Several drivers can be trained in parallel during one in-person driver training session. Below is a walkthrough of the steps involved in the driver training.

1. Before the in-person driver training session, each driver will watch an introductory video of the Spare Driver app and guidelines for the specific service being deployed. Drivers can also use this video in the future as a reminder on how to use all aspects of the Driver app.
2. During the in-person driver training session, the trainer provides a full walkthrough of the Driver app for the driver(s). The walkthrough covers normal operating procedures as well as procedures for dealing with unforeseen operational situations/issues. The driver(s) will also receive a paper-based quick reference sheet explaining common operational procedures, together with escalation policies.



3. After a satisfactory level of training has been performed, the trainer will organize a full system dry-run with the driver(s), simulating foreseen and unforeseen situations, in order to test driver readiness.
4. After the in-person driver training is complete, it is recommended that a more experienced driver accompanies the newly trained driver(s) for their first public shift.

3.4.2 System Training

Spare Platform was built from day zero with ease-of-use in mind and is one of the most intuitive solutions on the market. Still, Spare provides all of its customers with a two-hour in-person/webinar training course that covers all of the Spare Platform components available to platform users - like administrators, schedulers, and booking agents - including creating and editing zones, modifying notification settings, creating and managing driver duties, managing users, creating and modifying requests, driver and vehicle administration, match administration, exception management, customer support, and much more. Spare also offers extensive system administration support documents, including a user guide, that enables administrative staff to find answers to questions themselves. Finally, Spare has robust post-training support and are more than happy to answer any and all questions our customers might have, including via the 24/7 live chat feature built into our platform (powered by Intercom), email, or phone.

3.4.3 Support and Maintenance Services

Launch Support

At Spare, we believe that we are only as successful as our customers and so are committed to making the launch of any new service on our platform as smooth as possible. Our team will be there to help you plan all facets of your launch and will provide you with our operational knowledge on how to best structure your service. And to make sure you can launch with confidence, we offer launch day support - no matter the time or day, we will have someone standing by ready to assist you and your team during your service's first opening hours.

Post-Launch Optimization & Support

After services are launched on the Spare Platform, Spare will continue to provide a high level of support with a dedicated project team. The following is included as part of Spare's post-launch optimization and support strategy:

- Project management and dedicated customer success
- 24/7 dedicated technical customer support (phone, email, and chat)
- Continuous service optimization
- Weekly service reports and meetings
- Future updates to the Spare Platform
- Continuous Spare Platform performance optimization
- Spare Platform hosting and maintenance
- Translation and localization updates and maintenance
- Real-time data gathering and performance reporting
- On-demand service marketing support
- Spare Pay ongoing maintenance and optimization (if Spare Pay is used for service)
- Future updates to Spare Pay (if Spare Pay is used for service)



Throughout the project, and during/after future service expansions, Spare will continuously identify current and future cost savings opportunities that can bring down the costs of deployment and operation for the project partners.

Help Desk Services

Spare is committed to delivering exceptional customer support. The annual maintenance and support fee includes 24/7 customer support and critical incident management. All customer support is performed using email, telephone, and/or with the live chat feature (provided by intercom.com) found on our website and within the Spare Launch and Analyze Admin Portal.

Built in Product Support

The built-in product support in the Spare Platform is powered by Intercom, an off the shelf solution that provides users with a comprehensive set of support topics they can view from within the Spare Launch and Analyze Portal. The knowledge base and support documentation provided within Intercom is updated continuously as upgrades to Spare Platform are released.

Support Documentation

Spare has created a variety of support materials that are available to its customers to reference for themselves at any time (that are updated frequently), including:

1. Spare Platform User Guide
2. Spare Platform Launch Guide
3. Spare Platform Launch Checklists
4. Spare Driver App Instructional Video
5. Spare Driver Quick Reference Guide
6. Spare Booking Agent Guide
7. Spare Booking Agent Quick Reference Guide

3.4.4 Customer Support

Customer support is made available in the Spare Rider app through live chat or phone. Live chat can be initiated by the customer at any time without ever leaving the app. Spare integrates with third-party customer support tools, such as Intercom and Zendesk, ensuring DCTA always has access to the best tools available. Spare can also provide a toll free number and email address that customers can contact if they have questions or issues. Spare can then relay any relevant information back to DCTA.

Building beautiful software products has always been a part of Spare's DNA. Customers are much more likely to use products that are pleasing to look at and interact with. Spare designs its products to the highest aesthetic and usability standards based on the following user interface (UI) and user experience (UX) principles:

1. **Aesthetic Integrity:** Aesthetic integrity represents how well an app's appearance and behavior integrate with its function. For example, an app that helps people perform a serious task can keep them focused by using subtle, unobtrusive graphics, standard controls, and predictable behaviors. On the other hand, an immersive app, such as a game,

can deliver a captivating appearance that promises fun and excitement, while encouraging discovery.

2. **Consistency:** A consistent application implements familiar standards and paradigms by using system-provided interface elements, well-known icons, standard text styles, and uniform terminology. Consistent software incorporates features and behaviors in ways people expect.
3. **Clarity:** Throughout our software, text is legible at every size, icons are precise and lucid, adornments are subtle and appropriate, and a sharpened focus on functionality motivates the design. Negative space, color, fonts, graphics, and interface elements subtly highlight important content and convey interactivity.
4. **Deference:** Fluid motion and a crisp, beautiful interface help people understand and interact with content while never competing with it. Content typically fills the entire screen, while translucency and blurring often hint at more. Minimal use of bezels, gradients, and drop shadows keep the interface light and airy, while ensuring that content is paramount.
5. **Depth:** Distinct visual layers and realistic motion convey hierarchy, impart vitality, and facilitate understanding. Touch and discoverability heighten delight and enable access to functionality and additional content without losing context. Transitions provide a sense of depth as you navigate through content.

Spare has proven the effectiveness of its customer success plan time and again in the customer and user feedback it has received on its products. The clean, unobtrusive, design of its products coupled with their intuitiveness and ease-of-use has created an exceptional user interface and experience. Spare has vast experience with UX and UI strategy, including through the design of its platform, rider app, and driver app. Please see the Select Customer Use Cases section of 2. *Experience & Qualifications*, Customer Journey section of 3.1 *Service Model*, and The Rider Experience section of 3.2 *Technology Platform* for more details.

3.5 Marketing & Promotions

We believe that a successful deployment of an innovative mobility service like microtransit requires a robust local marketing approach. Our goal will be to combine Spare's marketing team with a local marketing firm within the service area to assist with grassroots marketing, including: a campaign that will promote the service introduction, the development of promotional materials, hosting town hall meetings, and meeting with local senior communities to raise awareness of the new service.

A successful marketing program will:

- Reinforce DCTA's brand
- Effectively communicate information on the new service to existing riders
- Introduce the new services to prospective riders and demonstrate the benefits of microtransit

Spare can work with DCTA and a local firm to:

- Develop system branding
- Design printed materials (route maps, brochures, advertisements, etc.)
- Craft messaging for ridership campaigns
- Provide important ridership and system information
- Encourage new ridership

- Enhance public support
- Counter negative publicity
- Promote the environmental benefits
- Identify and redefine key existing and potential ridership groups
- Develop a social media strategy

We will work with DCTA to identify a marketing and branding action plan to generate ridership, increase brand recognition, and make the new service a staple in the community. The success of our marketing strategy will be measured by ridership and awareness (evaluated via community surveys).

3.6 Data Reporting & Analytics

Detailed Filtering and Exporting

In large systems, Spare knows that important data needs to be quickly accessible and organized. To enable this, all lists are filterable by various characteristics. All data, including system analytics, can also be exported in CSV format. Using the Spare Open API, Spare Platform also integrates with third-party performance analytics systems, such as Google Analytics and Mixpanel.





Crowdsourcing Journeys

Data collection is integral to understanding how, when, and where people travel. This is why Spare Platform records requested journeys, or trip searches, that do not lead to an actual trip. By crowdsourcing this information, Spare Platform can provide insights into where and when new or expanded services may be needed, typically in areas underserved by transit.

Spare Analyze: Analytics Dashboard

All services in Spare Platform are tracked, monitored, analyzed, and presented in the Spare Analyze dashboard. This includes major service KPIs such as on-time departure analytics and trends over time, ridership data with actual revenue per service hour, various demographics and coverage related statistics that display how well the service operates in peak times, heatmaps of trip pickup and dropoff locations, heatmaps of vehicle travel locations and patterns, and more. Spare Analyze can also pull in data from fixed route services to compare operational efficiency.

The Spare Analyze reporting panel can be filtered by date, date range, service area, service type and more, making it easy to drill down and see segmented data quickly. Spare Analyze also generates weekly reports that provide an overview of service metrics and performance over the last week.

Spare Analyze: System Data Reporting

Robust data reporting features are available through the reporting section of Spare Analyze. Reports can be generated and downloaded in CSV form at any time for any number of services over any span of time. Spare currently offers two types of reports by default, a Ridership report and a Driver report, but fully customizable report options are available depending on a customer's specifications. The Ridership report includes details on every trip taken for the selected service over the selected timeframe, including 44 different variables, such as: origin and destination addresses and coordinates, scheduled and actual pickup and dropoff times, rider information, accessibility information, driver information, booking information, and other pieces of trip information. The Driver report includes details on each driver duty/shift for the parameters selected, including 19 variables, such as: scheduled and actual start and end times, travel distances, number of boardings, types of bookings, and other pertinent duty/shift information.

Spare gives its customers full control over its own data and has strict data privacy controls in place that keeps passenger trip details secure, including user permission classes and optional automatic data anonymization. Please see attached for sample reports.

National Transit Database Reporting

Spare's reporting can be structured to fully comply with the National Transit Database's reporting requirements by following the FTA NTD Monthly Ridership Reporting Manual as well as the FTA NTD Annual Reporting User Guide.



3.8 Regulatory Compliance

Spare is fully capable of working within current government regulatory frameworks. We have experience with projects that have received federal funding and are subject to Federal Transit Administration (FTA) reporting requirements, including for Dallas Area Rapid Transit. As a result, we can fulfill the requirements of the Uniform System of Accounts (USA) and National Transit Database (NTD). Spare has the ability to meet requirements of all applicable FTA rules and regulations.

4. Integration with Existing Technology

As the backend mobility software provider for DART's GoLink service, Spare is already completely integrated into the GoPass app and payment system via its API. It would be quick and easy for Spare to integrate DCTA's on-demand services with GoPass, if it desired to.

Spare also integrates with General Transit Feed Specification (GTFS) feeds to track fixed-route vehicles and offers a GTFS realtime fixed route prediction feature that can predict where vehicles are in between their update intervals and will snap their location to the poly line of their route.

Additionally, Spare can build customized integrations into the Spare Platform for DCTA, including live transit times from external systems, bus schedules, event schedules, and more. Spare embraces a microservices-based architecture for all its products, because productivity increases at an astonishing rate, and solutions can be delivered much more quickly to those requesting flexible, scalable applications. By being built on a standardized, open software and hardware architecture, Spare Platform is able to integrate with third party products and services much faster and more efficiently versus using a proprietary, closed software and hardware architecture. With every component, Spare performs a buy vs. build analysis to identify whether there is an advantage in integrating with third parties. If a third-party integration is deemed acceptable to Spare's development team, the third-party integration is first rigorously tested in a sandbox environment, which is a testing environment that isolates untested third-party integrations from the production environment or repository. If the third-party integration passes Spare's performance/stress test, it will be integrated as part as of our product offerings.



5. Fee Schedule

Individual fees are outlined below. The fee schedule has been developed to support the long-term scalability of DCTA's services, as part of the long-term partnership developed by DCTA and Spare.

Spare Platform Fee Schedule

The base fee for Spare Platform includes annual maintenance, hosting, upgrades, optimization, and 24/7 support.

Description	Mandatory or Optional	Fee
Setup, Training, Configuration and Project Management for implementation of Spare Platform for DCTA, with the following modules: <ul style="list-style-type: none"> - Spare Launch and Analyze - Spare Driver app - Spare Rider app - Spare Routing and Pooling Engine - Spare Open API 	Mandatory	\$0
Spare Platform annual maintenance, hosting, upgrades, optimization, and 24/7 support	Mandatory	\$10,500 per year, per location
Whitelabel rider app	Optional	\$35,000 per year
Spare Pay	Optional	Per transaction pricing to be negotiated based on ticketing integration.
Transactional text messages (SMS)	Optional	Pass Through Cost of SMS + 10%

On-demand Dedicated Vehicle Fee Schedule

The ongoing fee schedule, outlined below, includes unlimited service hours for vehicles in an on-demand dedicated system and all post-launch optimization and support.

Description	Mandatory or Optional	Ongoing fee
Spare Pooled OnDemand module - Up to 30 Simultaneously Active Vehicles	Optional	\$7,500 per year, per vehicle
Spare Pooled OnDemand module - Each vehicle above 30 Simultaneously Active Vehicles	Optional	\$6,500 per year, per vehicle

On-demand Non-dedicated Vehicle Brokerage Fee Schedule

The ongoing fee schedule, outlined below, includes tiered per trip pricing for trips brokered through Spare Platform where DCTA is paying a per trip fee to the operator, including trips sent over our API to transportation networking and taxi companies.

Description	Mandatory or Optional	Ongoing fee
Spare Pooled OnDemand module - Up to 1,000 trips per month	Optional	\$0.75 per trip
Spare Pooled OnDemand module - Each trip above 1,000 trips per month	Optional	\$0.60 per trip

Fixed-route Integration Fee Schedule

The ongoing fee schedule, outlined below, includes integration of DCTA's fixed-route services into Spare Platform, including fixed-route predictions and fixed route analytics.

Description	Mandatory or Optional	Ongoing fee
Spare Fixed Route module - Up to 100 vehicles	Optional	\$1,000 per year per vehicle
Spare Fixed Route module - Above 100 vehicles	Optional	\$800 per year per vehicle

Miscellaneous fees

In addition to the charges mentioned in this document, the miscellaneous fees below may apply. Spare will not initiate any miscellaneous fees unless written pre-approval has been provided by DCTA.

Item	Fee
Travel - Airfare / Ground	Cost of travel + 10%
Accommodation / Meals	Cost of accommodation / meals + 10%
On-site integration, training, and support	\$150 per hour
Bespoke customization projects	\$150 per hour
Spare Realize transit simulations for any location	\$10,000 per report
In-vehicle hardware needed for service	\$700 per vehicle (pass through cost + 10%)

Innovative Financial Approaches

Some of Spare's advisors include former executives directly responsible for setting up financing for innovative transit projects over the last decade. These resources will be made available to DCTA and their partners throughout this project.

Innovative financing and funding solutions associated with MaaS are multiple in category and number and really are best described as a cafeteria of options. Spare and DCTA can work to select the items that are best suited to the immediate circumstances. Potential options include:

- Value capture programs such as Tax Incremental Finance zones, Public Improvement Districts, Municipal Utility Districts and special-purpose dedicated sales taxes for sports venues and hotel/hospitality businesses. The rationale for allocation of funds from such sources to transit programs is the theory that transit initiatives are a part of, or possibly the entire reason that, economic development activity is generated, thus making it only reasonable to seek some revenue deriving from these projects.
- Public-Private or Public-Public Partnerships through which supplemental funding is provided by one or several private sector or public entities, thus permitting either an increase in scope of effort or the introduction of an altogether new capability which would not have been possible otherwise. Examples in the DFW area are the recently formed Transportation Management district in the Legacy area of Plano and the digital kiosk agreement between DART and Smart City Media (SCM), where SCM will install and maintain as many as 350 kiosks throughout the DART service area at no cost. Other relevant examples include the Drive.ai autonomous vehicle pilot projects in Frisco and Arlington.
- Grant-in-Aid, or sponsorship, programs are another broad category of funding opportunities. They are sponsored by federal, state, or regional authorities as well as private corporations, non-profit entities, and/or foundations. Some of these programs are more or



less permanent in nature, although the grants may be discretionary rather than formula-based. A good example of non-recurring discretionary grants is the federal FTA sponsored Sandbox grant program for mobility initiatives. The recent grant by Toyota to Collin County to support paratransit services in several communities who had lost their provider is another example.

- Mobile advertising is another possible avenue DCTA could employ to finance new initiatives, but it carries with it the risk of diluting the passenger experience and creating a supposition that DCTA is starved for access to capital.

Of the three categories described above, the first, value capture, usually takes the most time and effort to implement but can be the most productive source for recurring new revenues for both capital and operating costs. The joint ventures between private and/or public entities are usually time-limited but do have longer term revenue potential. Government joint ventures are more typically done for cost-sharing purposes to minimize the individual agency cost of startup acquisition and operations.

The keys to successful participation in innovative funding and financing initiatives are prior positioning in anticipation of potential opportunities, flexibility in making necessary adjustments to respond to project requirements, and agility in terms of quickly responding to unexpected but interesting opportunities that suddenly emerge.

A major factor is the size of the urban market within which it operates. DCTA is fortunate to be located in one of the largest metropolitan regions in North America. More importantly, the region is growing and the DCTA service area and surrounding areas are among the most rapidly growing areas within the region, both with respect to population growth but also the character and quality of growth among the corporate and hospitality sectors. DCTA needs to be prepared at any moment to "tell its story" and support its arguments for being the appropriate entity to participate in new MaaS opportunities, whatever they might be.

An important part of the narrative will be a demonstrated track record of superior response and execution. Since many of the opportunities that will emerge over time will require third-party involvement it should also be obvious that pre-positioning of your third-party team members is equally important. The partners with whom DCTA will be working on a variety of projects need to already be identified and, if possible and appropriate, selected so they can timely respond to new initiatives. Even more important, they should have demonstrated track records of success in projects of a similar nature. A strong team takes time to assemble thus the reason to have as many critical players onboard well in advance of a new announcement for a project opportunity.

6. Attachments/Forms

The following documents are attached:

1. Addendum 1
2. Addendum 2
3. Addendum 3
4. Addendum 4
5. Addendum 5
6. Sample Ridership Report
7. Sample Driver Report
8. Sample Weekly Report
9. Company Brochure/Presentation



7. Appendix

Please see attached for the following forms and certifications:

- Exhibit A: Bidder's Questionnaire
- Exhibit B: Prohibition of Contracts with Companies that Boycott Israel
- Exhibit C: Form CIQ Conflict of Interest Questionnaire
- Exhibit D: Non-Collusion Affidavit
- Exhibit E: Certification of Suspension and Debarment (only if applying for federal funded projects)
- Exhibit F: Certifications and Restrictions on Lobbying (only if applying for federal funded projects)



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)
 Spare Labs Inc.

2. Doing Business As (other business name if applicable)
 Spare

3. Federal Tax ID Number
 Canada Tax ID Number: 798511291

4. Business Mailing Address (include City/State/Zip Code)
 Spare Labs Inc.
 111 E 5th Ave, Vancouver BC V5T 4L1, Canada

5. Business Email Address
 kristoffer@sparelabs.com

6. Business Telephone Business Fax Number
 +1 778-995-6401

7. Business Type
☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture

8. Number of Years in Business
 3

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).

- Kristoffer Vik Hansen, 301-2350 West 1st Ave, Vancouver, BC, Canada
- Joshua Andrews, 215-2525 Carnarvon St, Vancouver, BC, Canada
- Alexey Indeev, 1801-6595 Willingdon Ave, Burnaby, BC, Canada
- Mitsubishi Corporation, 6-3, Marunouchi 2-chome, Chiyoda-Ku, Tokyo, Japan

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 Kristoffer Vik Hansen

Title Chief Executive Officer

Signature of Owner 

Date March 8, 2019

Email Address kristoffer@sparelabs.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, Kristoffer Vik Hansen (Name of certifying official), the CEO (title or position of certifying official) of Spare Labs Inc (name of company), does hereby verify on behalf of said company to the DCTA that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.



Signature of Certifying Official

Title: CEO

Date: March 3, 2019

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.

Not Applicable

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

Not Applicable (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Not Applicable

Name of Officer

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

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

☐ Yes☒ No

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

☐ Yes☒ No

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

☐ Yes☒ No

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

Not Applicable

4

 Signature of person doing business with the governmental entity

March 3, 2019

Date

NON-COLLUSION AFFIDAVIT*This affidavit must be completed and submitted with the bid/proposal*


The authorized representative for bidder/proposer, KRISTOFFER VIK HANSEN/SPARE LABS, 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

KRISTOFFER VIK HANSEN, CEO
 Name and Title of Authorized Company Representative

MARCH 4, 2019
 Date

Subscribed and sworn to before me on 3-04-19 (Date)



 Signature Notary Public

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 Spare Labs Inc

Name and Title of Contractor's Authorized Official Kristoffer Vik Hansen, CEO

Signature  Date March 3, 2019

LOBBYING RESTRICTION CERTIFICATION***This certification must be completed and submitted with the proposal***

The undersigned Contractor, Spare Labs 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, Spare Labs 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

Kristoffer Vik Hansen, CEO

Name and Title of Contractor's Authorized Official

March 3, 2019

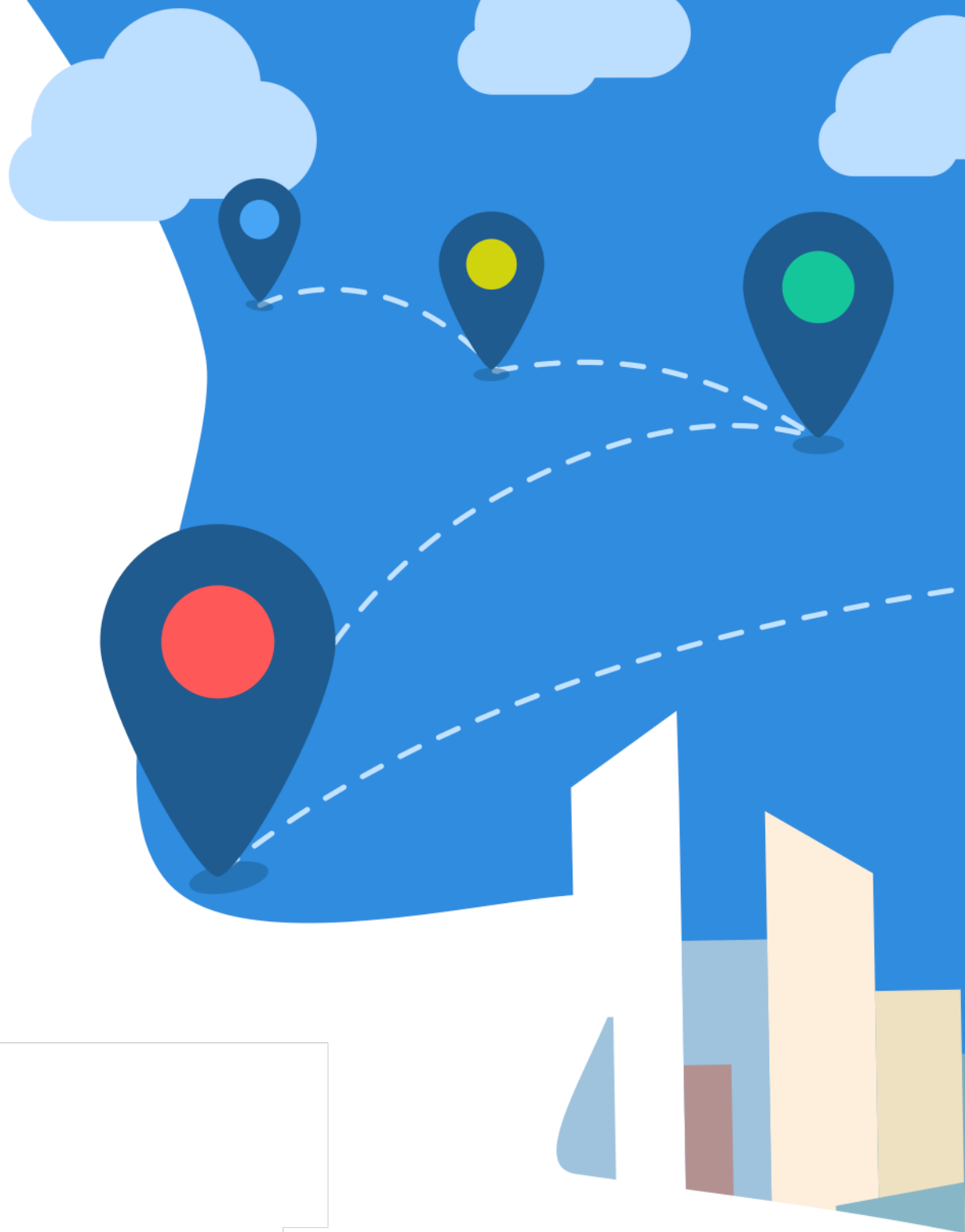
Date



Denton County Transportation Authority

Task Order

Task Number:	1	Project ID:		Grant #	
Contractor:	Spare Labs, Inc.				
Name:	MaaS Task Order #1: Lakeway Zone and Denton Evening Zone				
DCTA Account Code: (Contract to be Billed Under)	533-50440		Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Project Lead	Sarah Hultquist				
Requested By					
Cost Estimate					
Not to Exceed Budget	\$200,000				
(Include Scope, Cost, and Deliverables with Schedule)					
<p>This Denton County Transportation Authority Task Order #1 ("Task Order #1") shall be governed by the terms and conditions of the Master On-Call Agreement with Spare Labs, Inc. executed by the parties on or around May 15, 2019. Service includes dispatching and handling bookings for pooled On-Demand and scheduled transportation in On-Demand zones and provide required reporting and analytics on ridership of On- Demand zones being serviced. Services are further outlined in the Scope of Work and Proposal. The Task Order is for a two (2) year term, commencing September 14, 2020 through September 30, 2022, with the option to renew for one (1) term ending September 30, 2024. The total anticipated cost for the contract is not to exceed \$50,000 per year, over the four year, if the option period is exercised.</p>					
Contractor:		Date			
Nicole Recker, DCTA VP of Mobility Services and		Date			
Raymond Suarez DCTA CEO		Date			



DCTA MaaS Lakeway Zone

Proposal for DCTA Solicitation 2005-001

June 9, 2020

Contact person:
Kristoffer Vik Hansen
778-995-6401
kristoffer@sparelabs.com

spare

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1 -Cover Letter

As one of Spare's first customers, and its fifth service launch, DCTA is a longstanding and truly valued partner of ours. Since we launched our first service with DCTA, Spare has grown from a small, scrappy startup, into a much larger company with operations spanning four continents. During this time we have always strove to make DCTA as successful as possible and to respond immediately to the feedback from the DCTA team. We're still a startup at heart, and we truly believe that this feedback and our ability to respond quickly will continue to be Spare's primary driver of success.

Spare is extremely proud of the Lakeway zone and what it has achieved. Since day one, we have taken an extremely hands on approach to making Lakeway successful, including by: reading rider reviews (and tweets!) and reaching out by phone, text, or email to solve their issues, doing multiple ride-alongs to speak with riders and drivers (at least 4, by my last count), calling and texting with drivers like Patrick and Kyle about problems and feedback, and visiting the DCTA offices frequently to make sure your team is completely satisfied with operations. Indeed, the commitment of the joint DCTA-Spare team to the service's success is what made ridership for the service grow by 127% from launch to December, 2019 - right before the holidays and onset of COVID-19. It's also why [DCTA's own survey](#) found that "94 percent of survey respondents rated the Lewisville Lakeway Zone as excellent and good" - the **highest** satisfaction level recorded in the survey.

We have always endeavored to make DCTA's services better, to look for optimization opportunities, and to continue innovating. For example, Spare suggested, designed, and [launched a white-labelled rider app](#) in April of this year for DCTA - working with Adrienne Hamilton and DCTA's broader marketing team, along with our designer, to build mockups and create marketing assets. We also supported the launch of the on-demand evening zones in the midst of the COVID-19 crisis by meeting with and helping set up everything in the system for a successful launch in just three business days. And these are just a few of the examples that come to mind of our strong relationship.

Going forward, Spare is currently working with DCTA on a number of new initiatives. One, which has been in the works for quite some time, is an integration with the Transit app, one of the world's largest transit aggregators. We have taken the lead in setting up meetings, discussing requirements, and working towards an agreement at the request of DCTA. All of this work is paying off and we are getting near a solution that will allow us to move forward, should DCTA desire to (see more information in the Spare Open API section). Additionally, we have been working with DCTA since last spring to develop, test, and deploy a new paratransit solution, using Spare Platform, that will all-but-eliminate the hours of daily monotonous manual tasks that DCTA employees must do to schedule trips and dispatch vehicles for its Access service while vastly reducing costs through commingling and improving the rider experience by enabling self-serve options and notifications.

We are also extremely excited about the prospect of launching Spare's Mixed Supply system for DCTA because doing so has shown some of the most groundbreaking improvements in efficiency and rider experience in transit to date. Utilizing DCTA's existing relationship with Irving Holdings, an organization Spare also works very closely with in Dallas, would allow DCTA to dispatch trips to its own dedicated vehicles as well as to Irving's non-dedicated vehicles throughout the day in a seamless manner - reducing operational costs and also guaranteeing a high quality of service for riders at all times. This system helps with what we call *rider elasticity* and encourages more riders to take the service by fundamentally providing a better experience. In doing so it also cuts down the average trip cost and increases per trip efficiency. Spare also has strong

existing relationships with transit providers, like First Transit, that enable us to offer turnkey solutions, should DCTA desire.

We believe it is integral to have a system that not only operates as a revolutionary service from day one, but can be used across new modes and expansions for many years to come. Spare is dedicated to making sure that any service expansions or modifications is a seamless process and one that can be done at any time. With any service changes, data is critical. Thus, we help manage projects by running data-driven analysis and simulations, enabling DCTA to be better informed of how changes may impact the system before the changes take effect.

Personally, I've never built anything that I've been more proud of than our team and product at Spare. My goal is to build the future of mobility *with* transit agencies around the world and to form an incredible team and set of partners that can get us there. DCTA presents an incredible opportunity for us to do just that: to bring something truly revolutionary to the table.

Kind regards,

A handwritten signature in black ink, appearing to read 'Kristoffer Vik Hansen', with a stylized flourish extending from the end.

Kristoffer Vik Hansen, CEO, Spare

kristoffer@sparelabs.com | +1 778-995-6401

2 - Relevant Experience



DCTA Lakeway On Demand Service

Customer: Denton County Transportation Authority (Denton, Texas)

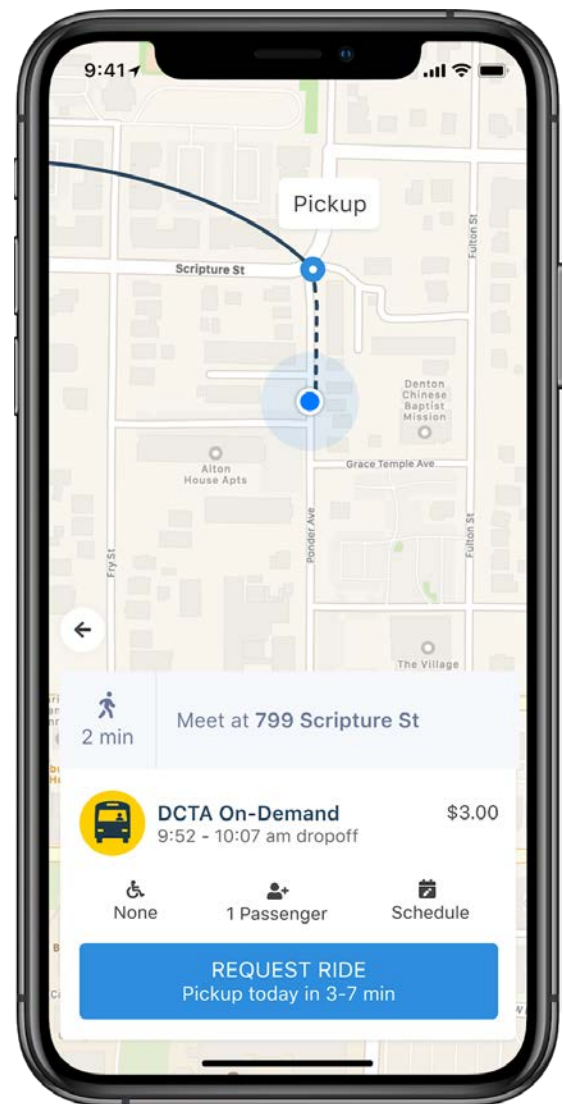
Spare Project Manager: Quinn Kliman

Project Use Case

The Denton County Transportation Authority and Spare launched the Lakeway on-demand transit service in January 2019 in Lewisville to replace an underperforming fixed route transit line with a more convenient, efficient, and cost-effective on-demand one. The Lakeway service provides travel options for those needing to access the Lakeway Business Park area in Lewisville and surrounding businesses in the designated zone. The service uses a mixture of current physical bus stops as well as virtual, dynamic stops visible within the whitelabeled DCTA On-Demand app. DCTA's Hebron station is the primary connector for Connect Routes 21 and 22, the A-train and the Lewisville Lakeway Zone. The service runs Monday through Friday from 5:30 AM to 9:40 PM, and Saturdays from 8:30 AM to 8:00 PM. Passengers can book a trip in real time via the Spare Rider mobile app or by calling (940) 243-0077.

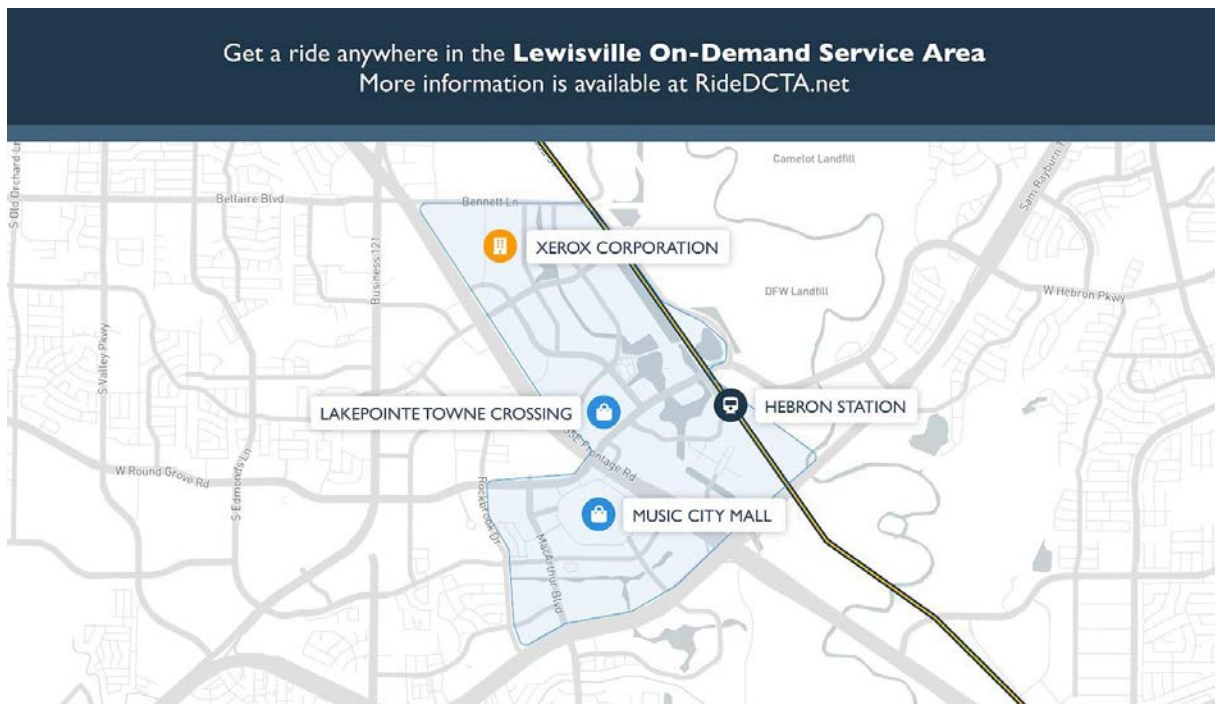
As we continue to refine our approach, Spare continues to engage with DCTA on a weekly basis in order to find ways to improve the service for DCTA staff, drivers, and, most importantly, riders. By offering a more personalized service, DCTA and Spare are providing a better and faster service for customers, increasing ridership over the previous service, and now understand how on-demand technology can replace and complement DCTA's fixed route transit as part of its larger mobility ecosystem.

Read more about the project at <https://www.dcta.net/lewisville-lakeway-zone>.





Flyer for DCTA Lakeway service, created by Spare as part of Spare's Priority Success Package.



Original expanded-zone flyer for DCTA Lakeway service, created by Spare as part of Spare's Priority Success Package.



DART Mobility On Demand Project and DART GoLink GoPass Integration

Customer: Dallas Area Rapid Transit (Dallas, Texas)

Spare Project Manager: Quinn Kliman

Project Description

Through the U.S. Federal Transit Administration's Mobility on Demand program (FTA MOD) for Dallas Area Rapid Transit (DART), Spare has, as one of the primary partners for this project, gained direct experience in envisioning, piloting, and launching a multimodal, integrated, automated, accessible, and connected personalized transportation system. In collaboration with DART and Unwire, Spare rolled out the GoPass 3.0 MaaS (Mobility as a Solution) application, with a full native integration of the DART GoLink on-demand bus service, in January of 2019. Spare replaced DoubleMap as the permanent on-demand transit software provider for DART and in the process created one of the largest on-demand public transit services in North America.

Spare's integration with GoPass 3.0 for DART GoLink is based on Spare's previous work with the launch of the HentMeg on-demand transit service for Kolumbus of Norway, which used the full capability of the Spare Open API to integrate the Spare Platform into the agency-owned passenger front-end application for booking on-demand trips (see: kolumbus.no/hentmeg). GoPass 3.0 is the first time a complete mobility platform has been integrated into an agency-owned tool, combining trip planning, booking, and payment of multi-modal trips (fixed route, on-demand, and third-party trip brokerage) in a seamless interface. Under the hood, the GoPass 3.0 front-end (developed by Unwire) is powered by the Spare Platform, with the use of Spare Open API. Spare Platform also provides fixed route analytics and fixed route predictions for DART.

In addition to using DART-owned GoLink vehicles, Spare has also enabled DART to integrate non-dedicated taxi cabs drivers into the DART GoLink on-demand bus service, powered by Spare Platform, using vehicles from Dallas Yellow Cab (Irving Holdings). The use case for this will be to seamlessly and automatically dispatch taxi trips to GoLink passengers, if a DART-owned GoLink vehicle cannot facilitate the trip in a satisfactory way (for example, if wait times are too high). This has the possibility to drastically decrease the cost of running on-demand bus service, while at the same time drastically increasing convenience and quality of service for GoLink passengers.

This recent video highlights our partnership with DART, we encourage DCTA to view it:

<https://www.youtube.com/watch?v=57L2uK-JZW0&t=3s>

3 - Scope of Work

As the current software provider of DCTA's on-demand services, the scope of work to meet DCTA's requirement as set out in Solicitation 2005-001 is limited because Spare already provides all necessary functionalities outlined in the bid request today, including all features described in both the "General Scope" and "Requirement(s)" section of Solicitation 2005-001. Still, Spare continues to meet with DCTA on a weekly basis, most often with Sarah Hultquist, to discuss improvement opportunities for DCTA's current services, the broader needs and goals of DCTA, and how we can continue to holistically improve the services DCTA provides to its client cities and riders. In this way, Spare continues to expand its scope of work, at no extra cost, at the request of DCTA in order to continue optimizing and vying to make DCTA's services better - whether it be by launching new evening services from train stations or exploring how to vastly boost the efficiency of DCTA's Access paratransit service. As DCTA's current software provider, Spare meets every requirement described below, in full, without exception. Indeed, DCTA has access to and is using most of these features today with Spare Platform.

Functionality Requirement	Spare's Ability to Meet
The current Lakeway and evening zones utilize the Spare Labs platform.	Fully comply. As Spare Platform is the current technology platform for the Lakeway service and evening zones, DCTA (and the riders) will see no service disruption.
The Lakeway service currently hubs out of the Hebron station and evening zones hub out of the Denton Downtown Transit Center (DDTC) Station and the Hebron Station.	Fully comply. As Spare Platform is currently used to provide this service, the Lakeway service would be able to continue operating as it currently does without service disruptions.
The current Lakeway Zone hours are from Monday through Friday 6:00 am to 7:00 pm and the evening zone hours are from 7:00 pm to 9:40 pm. The Lakeway Zone Saturday hours are 8:30 am to 8:00 pm.	Fully comply. Within Spare Platform, DCTA can manage the Lakeway zone hours in a completely self-serve way, making it very easy to keep and/or change the service hours without needing to involve Spare's team.
The evening zones cover pickups from the two A-train stations (DDTC and Hebron) and then perform drop-offs throughout the fixed route service areas within the city of Lewisville and the city of Denton.	Fully comply. Using Spare Platform's service planning and configuration capabilities, DCTA can configure the service to have complex pickup and/or dropoff rules for any service area combination.
The Lakeway zone in the evening expands to cover drop offs to the Lewisville service area.	Fully comply. Spare Platform allows you to set specific time rules for zones that allows the operational service area to dynamically expand or contract at certain times of the day.
The current zones are flexible to modifications of areas they serve and service times, both DCTA administration and Spare Labs staff can make modifications.	Fully comply. Spare Platform is completely self-serve, meaning DCTA administration can adjust zone sizes, numbers, and time rules at any moment. Spare is also always there to provide support and help adjust things on a daily basis.
The current software has an open API that allows for integration flexibility.	Fully comply. Spare is uniquely positioned to have an open and publicly available API on docs.sparelabs.com. This API is currently integrated with a myriad of trip planning, analytics, and administrative software solutions like GoPass app, Tableau, and more. Spare has extensive experience with integrations and is currently working with Transit App, among others, on an integration.

The current software provides DCTA administration access to real time analytics and ridership reports, live maps, and email notifications on cancellations or late pickups.	Fully comply. Spare Analyze provides robust real-time analytics and reporting that is always accessible to DCTA staff. Spare's Live Map provides a real-time view of live vehicle locations, statuses, as well as trip and route information. Spare automated email notifications and in-platform alerts can be set up and triggered for a variety of occurrences like cancellations and late vehicles.
Customers can schedule rides up to 8 days in advance either through their smartphones or through DCTA customer service	Fully comply. Spare Platform allows you to specify the amount of days in advance riders are allowed to book trips, with no limit to how far in advance this configuration can be set.
Stops can be pickup or drop-off only, as well as optimized to direct riders to a short walk for optimum pooling	Fully comply. Spare Platform includes both door-to-door, closest stop, and optimized stop zone configurations that can be mixed, matched, and overlapped for each service. Optimized stop zones dynamically choose a nearby stop that is optimal for the vehicle's route in order to increase efficiency across the entire service. Zones can also be designated as pickup only, dropoff only, or both. These configurations parameters allow incredible flexibility in achieving your service objectives.

4 - Technical Requirements

As DCTA's current software provider, Spare meets every requirement described below, in full, without exception. Indeed, DCTA has access to and is using most of these features today with Spare Platform.

Functionality Requirement	Spare's Ability to Meet
At a minimum, passengers must have the ability to book their trip themselves via smartphone or through DCTA customer service. Software must provide a booking page for DCTA customer service staff who book rides on behalf of customers who require assistance.	Fully comply. Current DCTA riders have the option to call in to book, where booking agents easily enter the trip request into Spare Platform, or using the white-labelled DCTA rider app built by Spare. The DCTA rider app is available on both iOS and Android and is noted for its simplicity and ease-of-use.
Software must have the ability for passengers to book based on pickup time or arrival time and be able to schedule trips a minimum of up to 7 days in advance.	Fully comply. Spare Platform allows riders to book trips by selecting either a "Leave At" or "Arrive By" time, by booking through the platform through a booking agent or by using the app. DCTA can designate the amount of advanced booking days they require, without limit - 7 days being used by many Spare-run services, including DCTA.
Software must be flexible in making changes, creating or amending zones, and modifying service times, which includes DCTA administration's ability to schedule bus operator duties, create and modify zones, and create and categorize stops within zones.	Fully comply. Spare Platform is completely self-serve, meaning DCTA administration can adjust zone sizes, numbers, stops, boarding times, time rules, and many more configuration parameters at any moment. DCTA also has the ability to schedule driver duties or shifts and Spare is also always there to provide support and help adjust things on a daily basis.
Software must be able to report ridership data, analytics, and KPI's that provide information that not only meets NTD reporting requirements but is also useful in future service planning.	Fully comply. Spare's robust data analytics and reporting features have been used by DCTA extensively in service planning and analysis endeavours. Spare has created a custom NTD report specifically for DCTA, at no cost, so that DCTA's monthly reporting to the FTA takes no more than one-minute. In addition, Spare's rider and driver reports contain over 50 data points that can be used for service analyses.
Software must have the ability and flexibility to integrate with other applications	Fully comply. Using the Spare Open API, our solution can integrate with almost any other software solution on the market today. In fact, GoPass,

including Transportation Network Companies.	a Spare integrated solution, provides users with the ability to book Uber rides. The same is true for Transit App, which Spare is currently in the process of integrating with.
Training (either in person or virtual) and training materials for administration, customer service staff, and drivers on behalf of the software company is required.	Fully comply. Spare's dedicated Operations Manager is always available for virtual training at the request of DCTA. Spare also has extensive training and support materials, like a user guide, driver guide, booking agent guide, training recordings, and FAQs that DCTA has full access to. Spare never charges for training or training materials.
Software must be compatible on Android and Apple iOS devices (both tablets and smartphones).	Fully comply. All Spare applications are available on iOS and Android, including Spare's rider and driver applications, and is usable on a variety of hardware solutions that includes both smartphones and tablets.
Software must be able to collect fares both virtually and physically (cash) and allow for the operator to add "walk on" passengers.	Fully comply. Spare's rider app allows riders to add cards to their virtual wallet so that they can pay for trips from the rider app. These cards are also available as payment options in the booking agent user interface. DCTA can also turn on or off cash payments that allow riders to indicate cash and pay on-board the vehicle. The Spare Driver app also allows the driver to add walk-on riders through their device.
Software must have the ability to send customers notifications via the app.	Fully comply. The DCTA rider app includes automated SMS, push, and/or voice notifications that can be triggered for things like trip cancellations, trip reminders, and when the vehicle is arriving.
Customer support for software malfunctions and/or technical assistance must be available at a minimum of during DCTA operating hours. This includes real time support for bus operators who require technical assistance.	Fully comply. Spare has 24/7, 365 support through email, phone, and the chat functionality on its website, web-platform, and driver app. Spare also has robust monitoring software that alerts us to system issues before customers ever notice and notifies our engineering team automatically 24/7 to any issues.
The offering of a DCTA branded application is required.	Fully comply. Spare has provided a DCTA branded rider application, at absolutely no cost, and even had our designer work with DCTA's marketing team to design a logo and marketing materials.
Must have the ability to pause matching in the instance a bus needs to be removed from service and an efficient way to move trips to another vehicle should the need arise.	Fully comply. Spare Platform allows vehicles to be paused so that no additional trips will be added to their manifest until they are resumed. Spare also allows operators to manually move trips in case of a service disruption and automatically moves trips when a driver duty/shift is cancelled.
Software must have the ability for customers to enter mobility devices and book multiple riders at a time up to the maximum capacity of the vehicle.	Fully comply. Spare allows riders to indicate mobility devices and then will only route a vehicle that can accommodate that rider and their device. Riders can also book multiple riders on a trip. Vehicle capacity is configured in the platform so that no vehicle will ever be overbooked.
Must have the ability to adjust boarding times for mobility devices, bicycles, etc.	Fully comply. Spare allows boarding times to be set on a base level, per rider, and then additionally for mobility devices.
Must have the ability to program service flexibility. The amount of time that a trip can be pushed adjusted when booked for an immediate pickup in order to allow for better optimization and pooling of rides.	Fully comply. Spare allows for the configuration of multiple flexibility levels, like pickup and detour flexibility, that restricts how much trips can be adjusted when booked for an immediate pickup in order to allow for better optimization and pooling of rides

5 - Project Approach

Spare has a long history of not only pioneering cutting edge technology, but also in delivering on its commitments - as it has done with DCTA since day one. We have extensive experience in the successful implementation of our platform to both existing and new transit services. For this project specifically, no implementation would be necessary as DCTA already utilizes Spare Platform and Spare Platform already completely fulfills the requirements set out in this bid solicitation. However, should DCTA want to launch new services, Spare would follow our tried-and-tested approach:

1. Analyze their current operating environment (for instance, through Spare Realize simulations)
2. Identify their needs and the needs of their customers
3. Establish objectives and success metrics
4. Develop a robust mobility strategy and implementation plan
5. Deploy our platform successfully
6. Continuously work to analyze and improve the service.

Using our deep knowledge of on-demand and hybrid transit systems, we take a data-driven approach to the design of our services by collecting as much relevant data as possible, running simulations with varying parameters through our simulation engine, and discussing the options and tradeoffs with our customers. Next, we walk through the passenger experience journey to identify any pain-points or frictions that may impact the passenger experience and create a mitigation plan. Once we've established the baseline facts and any potential shortcomings, we establish our objectives and success metrics that we then use to inform the development of our overarching strategy and plan for implementation. Finally, we put our plan into action, train and prepare all participants for service launch, and then closely monitor all aspects of the service against our success criteria. And even months, or years, after launch, we will not be satisfied with the status quo and will continue working with DCTA to make their services the envy of others.

6 - Timeline and Implementation

Because DCTA already utilizes Spare Platform to run both its Lakeway and On-Demand Evening Zone services, no implementation would be required. Still, Spare continues to work closely with various DCTA team members to optimize current services and launch new ones. For example, in March, Spare worked with DCTA to launch the On-Demand Evening Zone services in less than a week. From the time Spare was informed of DCTA's desired new services launch on Wednesday, March 18 to its launch that Monday, March 23rd - Spare was able to assist DCTA in launching the new services in just three business days. This demonstrates the commitment Spare has to its customers, the capabilities of its platform, and the speed of Spare's implementation capabilities.

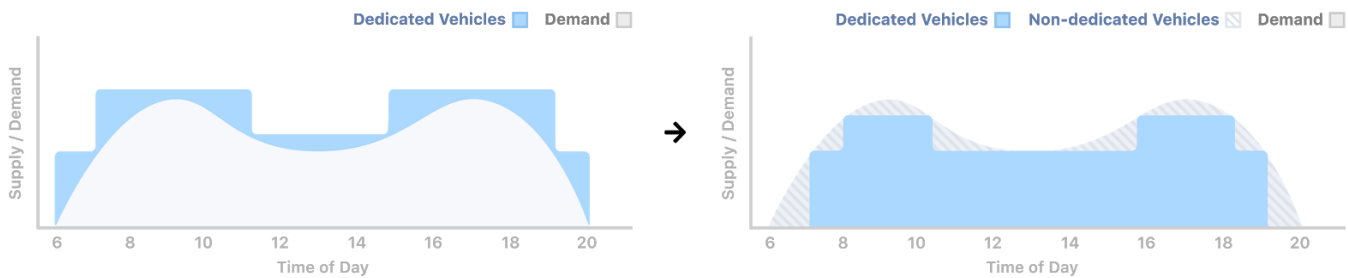
7 - Innovation in Approach

Since DCTA currently utilizes Spare Platform and has a robust understanding of how it operates, its functionalities, and how various team members (e.g., office staff, operators, clients, and service users) use it, Spare will not go into detail on those aspects. Additionally, DCTA has access to Spare's original MaaS proposal that lays out all of these functionalities in detail. Instead, we would like to discuss some of our exciting new innovations that we believe would bring additional value to DCTA.

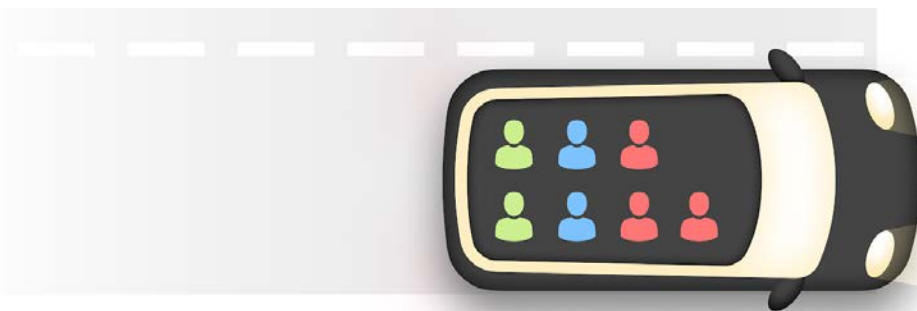
Spare Fleets & Mixed Supply

Spare Platform is designed to create the most efficient possible solution for transportation operators around the world. We believe that trip brokering, or Spare Fleets in Spare Platform, plays a key role in ensuring the most efficient solution. This is because of the options that can be afforded when there is an ability to broker trips when needed to third party non-dedicated providers, in addition to a fixed supply of vehicles. This type of non-dedicated / dedicated vehicle mix is illustrated below. In **The Old Way**, a system is restricted to only the set of dedicated vehicles. Any unexpected demand will simply result in increased wait times as the supply of dedicated vehicles is fixed. In **The New Way**, Spare Fleets enables the efficient dispatch to additional non-dedicated vehicle providers, or fleets. This results in a rider experience that is reliable and not susceptible to unexpected demand.

By utilizing a mixed fleet of dedicated and non-dedicated vehicles as illustrated above, the overall service quality can be maintained at a much lower cost. This is best illustrated in the figures below.



Spare fleets also enables the “**commingling**” of trips. By using Spare Fleets, a single vehicle can be used not only across a service, but also across service types. In practice, this means that one vehicle can carry passengers from a microtransit service, an elderly transit service, an NEMT service, and even a custom transit service, all pooled at the same time.



 Microtransit Customer
  Paratransit Customer
 NEMT Customer

How would Spare Fleets Benefit DCTA

DCTA would benefit greatly from taking advantage of Spare Fleets and Commingling, which could have a major impact on operations and efficiency. Commingling means that DCTA could have two or more very different kinds of services with different parameters, all served by a single fleet of DCTA vehicles (e.g.,

microtransit and paratransit). On-demand customers could receive a stop-to-stop service, while specialized customers could receive door-to-door service. Specialized riders may also be allowed to different zones within the city or have restricted time periods in which they can book. Even if cutaway and conventional busses are used, Spare could assign trips to the vehicle that makes the most sense for the service level.

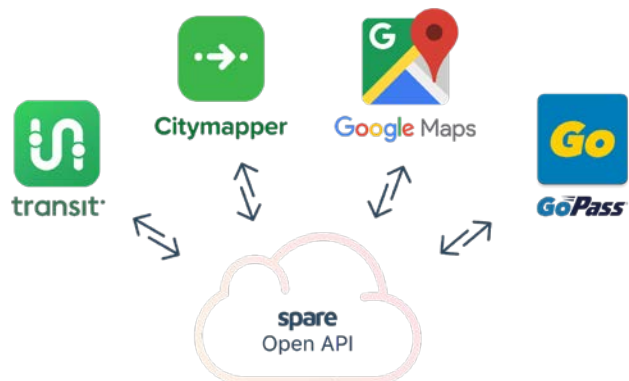
Spare Fleets would enable DCTA to easily integrate with local taxis in the area, like Irving Holdings, or other small or large transportation providers. These providers simply download the Spare Driver App, and DCTA must give them privileges to drive. The times when it makes sense to have access to a non-dedicated fleet of vehicles may be during peak commuting times when the dedicated vehicles that DCTA uses can't keep up with demand. In this way, DCTA can have these overflow trips go to taxis. Of course, this may mean paying more on a per trip basis for this service, but it will be much cheaper than purchasing and assigning a brand new dedicated vehicle for only a short period of the day. In a similar fashion, during low demand in the early afternoon, when on-demand vehicles have few trips, a third party could supplement DCTA during these times, but fewer dedicated vehicles would have to be on the road unnecessarily. Alternatively, DCTA could employ a fleet of completely non-dedicated vehicles (like taxis), should it desire to. Spare has a strong relationship with Irving Holdings and so setting up a non-dedicated system using Dallas Yellow Cab vehicles would be relatively quick and easy - as Irving Holdings admins are already familiar with the system and many drivers are already trained.

Through the Spare Open API, Spare can dispatch trips to dedicated vehicles, non-dedicated vehicles through an API integration, and non-dedicated vehicles using the Spare platform, by way of the brand new Spare Driver app. When Spare first started going down the path of non-dedicated vehicle integration, we believed that a direct API integration into our system would yield the best result. Meaning, if a taxi company uses a dispatch system, they could integrate into our system to receive trips. Little did we know that the vast majority of third party transportation companies do not have the technical ability or engineers to integrate. Spare wanted to ensure that it was as easy as possible to provide an integration, so we completely revamped the Spare Driver app, and can make it available to any third party operator that the transit agency would like to engage with. Therefore, as long as the third party has an iPhone, iPad, Android phone, or Android Tablet, they can drive on behalf of the transit agency. You can read more about the new Spare Driver App here:

<https://blog.sparelabs.com/introducing-spare-driver-2/>

Spare Open API

Spare believes that only truly open data solutions will enable the integrated mobility solutions of the future because the future of integrated services is only possible with the easy transfer of information between services, which is exactly what Spare Platform has been designed to both integrate with and provide. In a world where open APIs are the rule, rather than the exception, the rate of innovation among developers will be rapid and robust, ultimately providing DCTA and its citizens with more value and choice over what one company could ever offer on its own.



Because Spare is invested in openness and transparency, the Spare Open API is available online at sparelabs.com/docs for all of our customers and competitors to see. This offers developers access to up-to-date Spare Platform information such as vehicle availability, departure times, and live tracking.

Furthermore, our API offers access to protected functions for registered developers, such as booking a trip, getting information about recent trips, cancelling trips, and more. By offering a truly open API, Spare Platform can easily integrate with a wealth of third-party and customized solutions, like new payment solutions, vehicle statistics, maintenance solutions, and TNCs like Uber and Lyft. Spare's commitment to a truly open API is a radically different approach than that of *any* other mobility platforms out there and is, in our view, an essential asset for the future of mobility services, perfectly aligned with the next generation of public transit.

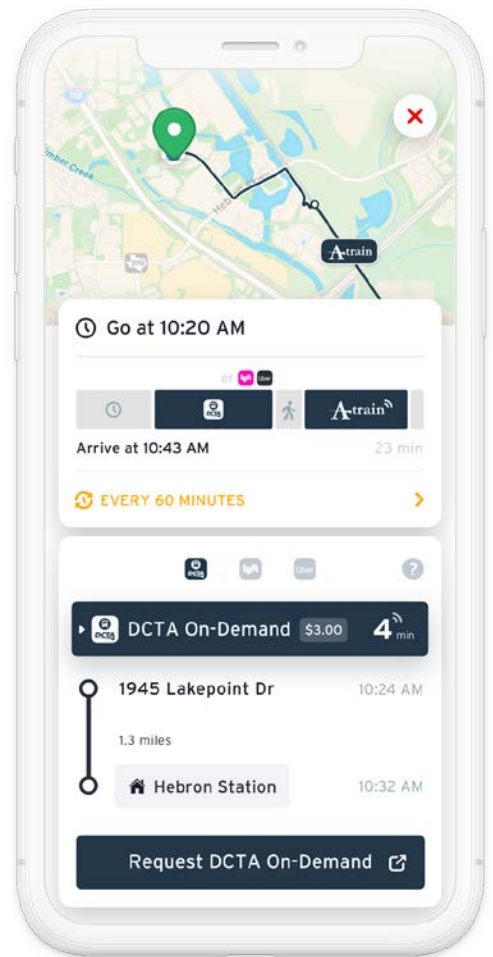
Integration with Transit App

In the spirit of DCTA's call for innovation, we also propose, as an option, integrating DCTA On-Demand into DCTA's official trip planning app, Transit App. Thousands of people in the Dallas metro area already use Transit App to plan their trips. With DCTA On-Demand integrated into Transit App, riders would be able to plan fixed-route bus and rail, on-demand microtransit (powered by Spare), paratransit (powered by Spare), and TNC trips in the same place.

Integrating DCTA on-demand into Transit App would give riders a smooth and seamless user experience. Transit's trip planner allows for users to plan trips that link on-demand service with fixed-route service, closing first/last mile gaps. In addition, the integration would allow DCTA to promote and communicate with riders about the program through targeted banners and push notifications, in an app riders are already using to plan their DCTA trips.

There are two levels of possible integration: a deep-link integration would allow riders to see on-demand ETAs, prices, and trip durations in Transit, and then link to the DCTA On-Demand app to book in one tap. A more robust native integration would allow for the full on-demand user experience, including payment, from within Transit's app.

This integration will help DCTA pursue its Mobility as a Service vision through a proven platform with wide adoption in the DCTA service area. Spare leads the on-demand industry in its integration capabilities and already has the necessary APIs ready for either level of integration into Transit and has already engaged the Transit app team extensively on this matter - so we are ready should DCTA choose to move forward.



Accessibility & Paratransit

Spare Platform was built with accessibility in mind. When riders request rides, they are given the option to select any special accommodations they may need. Our accessibility options list is customizable by the client, but may include wheelchair accessibility, small child accessibility, door-to-door access, and more. The system supports curb-to-curb trips, vehicle text notifications, and accessible vehicles, providing excellent service quality for the elderly and those requiring ambulatory accommodations. Our system also allows for unbanked riders to indicate cash to pay on-vehicle and our booking agent page allows for riders to call in to book. Additionally, the Spare Rider app supports iOS and Android accessibility features. We continue to improve how our technology serves those requiring special accessibility accommodations. Spare is building a

number of new accessibility features, including: ADA paratransit trip prioritization, accessibility user profiles, and a paratransit recurring trip feature.

At Spare, we listen to our partners intently, and we often hear about how much transit agencies struggle with their legacy paratransit software. When we had our latest visit with DCTA in March, we spoke with DCTA Access dispatchers and booking agents and saw first-hand how antiquated and inefficient DCTA's current solution is. We have been working closely with DCTA's team to test new features and find a better solution for DCTA. In the past couple of months we have also launched two new commingled paratransit and microtransit services in Lincoln, NE with StarTran and in Lubbock, Texas with Citibus that have been very successful. We even hosted a joint webinar with StarTran to speak about the successes, which can be viewed here:

<https://www.youtube.com/watch?v=8wC2o6lCOqY&t=1652s>

Spare also has a strong existing relationship with Irving Holdings, First Transit, MV Transportation, and other transportation providers operating in the Dallas area, which would allow us to easily launch a turnkey service, should DCTA desire to.

8 - Customer Support & Training

We recognize that training and customer support has a profound impact on every aspect of service delivery, including safety, customer service, overall quality, efficiency, and more. Spare continues to work diligently to see that our customers receive the tools they need to succeed. DCTA's Operations Manager, Quinn Kliman, is available 7 days a week to answer questions and assist DCTA, by email, phone, or the chat integrated into Spare Platform. He is DCTA's main contact for everything from launch and service support to training and reporting.

Depending on the timeframes available, training can be adjusted to meet the needs of DCTA. Spare offers multiple training sessions as well as ongoing training throughout the duration of our contract - at no additional cost. Spare also provides train-the-trainer training sessions that equip our customers with the know-how to train others themselves. Below are the training courses currently available for Spare Platform.

System Administrator Training

This two-hour in-person/webinar training course covers all of the Spare Platform components available to administrative access users, including creating and editing zones, modifying notification settings, passenger and vehicle administration, match administration, exception management, and customer support. Spare also offers extensive system administration support documents, including a user guide, that enables administrative staff to find answers to questions themselves.

Driver Training

Informing drivers on how to use the Driver app is central to a successful experience. The Driver app was designed from the ground up to be user friendly and safe to use on the road. Spare's two-hour virtual driver training session is recommended for each driver using the Driver app. The trainer for the in-person driver training can be a member of Spare, or another driver/operator, if a train-the-trainer setup is preferred. Several drivers can be trained in parallel during one in-person driver training session.

We also offer a Driver Quick Reference guide that can be kept in vehicles in case drivers have issues or questions while on the road. Lastly, drivers can also utilize the Spare Pooled OnDemand support documentation to find answers to questions themselves.

Post-Launch Optimization

After services are launched on the Spare Platform, Spare will continue to provide a high level of support with a dedicated project team. The following is included as part of Spare's post-launch optimization and support strategy:

- Project management and dedicated customer success
- 24/7 dedicated technical customer support (phone, email, and chat)
- Continuous service optimization
- Weekly service reports and weekly meeting
- Future updates to the Spare Platform
- Continuous Spare Platform performance optimization
- Spare Platform hosting and maintenance
- Translation and localization updates and maintenance
- Real-time data gathering and performance reporting
- On-demand service marketing support
- Spare Pay ongoing maintenance and optimization (if Spare Pay is used for service)
- Future updates to Spare Pay (if Spare Pay is used for service)

Throughout the project, and during/after future service expansions, Spare will continuously identify current and future cost savings opportunities that can bring down the costs of deployment and operation for the project partners.

Ongoing Support and Maintenance Services

Onsite Support

As Spare Platform is hosted on cloud infrastructure and is accessible using any modern web browser, onsite support, beyond initial setup and user training, is not needed for this solution - creating vast cost savings for our clients.

Help Desk Services

Spare is committed to delivering exceptional customer support. The annual maintenance and support fee includes 24/7 customer support and critical incident management. All customer support is performed using email, telephone, and/or with the live chat feature.

Built in Product Support

The built-in product support in the Spare Platform provides users with a comprehensive set of support topics they can view from within the Spare Platform. The knowledge base and support documentation is updated continuously as upgrades to Spare Platform are released.

9 - Data Analytics & Reports

Data Analytics

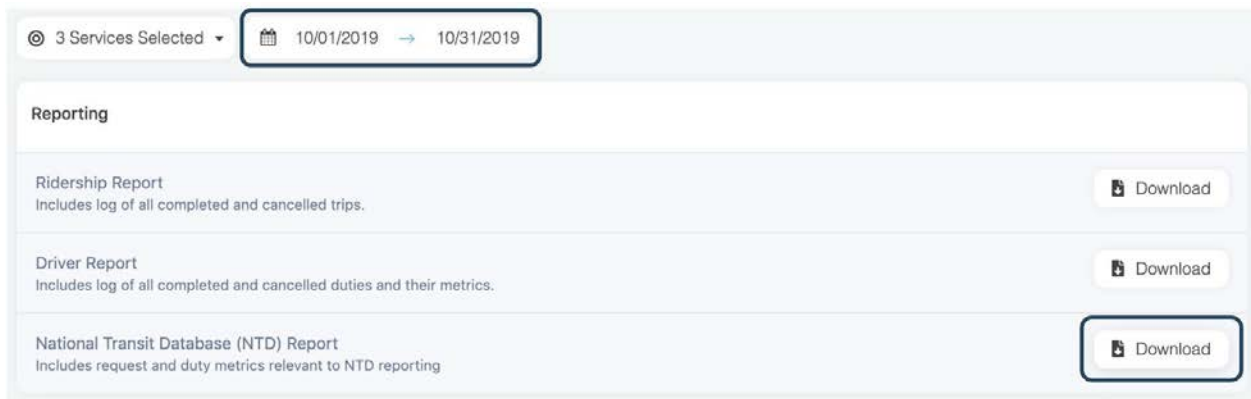
All services in Spare Platform are tracked, monitored, analyzed, and presented in the Spare Analyze dashboard. This includes major service KPIs such as on-time departure analytics and trends over time, ridership data with actual revenue per service hour, various demographics and coverage related statistics that display how well the service operates in peak times, heatmaps of trip pickup and dropoff locations, heatmaps of vehicle travel locations and patterns, and more. Spare Analyze can also pull in data from fixed route services to compare operational efficiency.

The Spare Analyze reporting panel can be filtered by date, date range, service area, service type and more, making it easy to drill down and see segmented data quickly. Spare Analyze also generates weekly reports that provide an overview of service metrics and performance over the last week.

Spare has a dedicated data science team that dissects data from each service, and uses this information to not only inform transit agencies about how potential changes that would affect service quality, but also to inform the Spare team of macro trends across the system so we can improve our product for the service.

Reports

Spare takes data analytics very seriously, as we know that it is a channel to improving services. We also make standard reports easily accessible for DCTA. This is why Spare created a custom NTD report for DCTA, at no cost, that can be exported at the click of a button. All DCTA has to do is select the timeframe for the report and click download, as shown below.



Robust data reporting features are available through the reporting section of Spare Analyze. Reports can be generated and downloaded in CSV form at any time for any number of services over any span of time. Spare gives its customers full control over its own data and has strict data privacy controls in place that keeps passenger trip details secure, including user permission classes and optional automatic data anonymization.

Rider Reports

The Ridership report includes details on every trip taken for the selected service over the selected timeframe, including 50+ different variables, such as: origin and destination addresses and coordinates, scheduled and actual pickup and dropoff times, rider information, accessibility information, driver information, booking information, and other pieces of trip information. Please see the attached example.

Driver Reports

The Driver report includes details on each driver duty/shift for the parameters selected, including 19 variables, such as: scheduled and actual start and end times, travel distances, number of boardings, types of bookings, and other pertinent duty/shift information. Please see the attached example.

NTD Reports

In early 2019, Spare was asked by DCTA to create a customised NTD report for DCTA's monthly reporting to the National Transit Database of the Federal Transit Administration. Spare then built this report, at no additional cost, for DCTA, making it extremely easy for DCTA to download and send the report every month. Please see the attached example.

10 - Price Proposal

Individual fees are outlined below. The fee schedule has been developed to support the long-term scalability of DCTA's services, as part of the long-term partnership developed by DCTA and Spare.

Base Spare Platform Fees

The base fee for Spare Platform includes annual maintenance, hosting, upgrades, optimization, and 24/7 support.

Description	Mandatory or Optional	Fee
Setup, Training, Configuration and Project Management for implementation of Spare Platform for DCTA, with the following modules: <ul style="list-style-type: none"> - Spare Launch and Analyze - Spare Driver app - Spare Rider app - Spare Routing and Pooling Engine - Spare Open API 	Mandatory	\$0
Spare Platform annual maintenance, hosting, upgrades, optimization, and 24/7 support	Mandatory	\$10,500 per year
Priority Success Package: <ul style="list-style-type: none"> - Customized marketing and design package - Fully managed onboarding and ongoing partner success 	Optional	\$119,800 per year DCTA pricing: \$0 per month

Standalone whitelabel rider app	Optional	\$35,000 per year Provided to DCTA at no cost
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Per Dedicated Vehicle Fees

The ongoing fee schedule, outlined below, includes unlimited service hours for vehicles in an on-demand dedicated system and all post-launch optimization and support.

Description	Mandatory or Optional	Ongoing fee
Spare Pooled OnDemand module - Up to 30 Simultaneously Active Vehicles	Optional	\$7,500 per year, per vehicle
Spare Pooled OnDemand module - Each vehicle above 30 Simultaneously Active Vehicles	Optional	\$6,500 per year, per vehicle

Per Trip Non-dedicated Vehicle Brokerage Fees

The ongoing fee schedule, outlined below, includes tiered per trip pricing for trips brokered through Spare Platform where DCTA is paying a per trip fee to the operator, including trips sent over our API to transportation networking and taxi companies.

Description	Mandatory or Optional	Ongoing fee
Spare Pooled OnDemand module - Up to 1,000 trips per month	Optional	\$1,890 per month
Spare Pooled OnDemand module - Each trip above 1,000 trips per month	Optional	\$1.06 per trip

Add-on: Transit App Integration Fees

With this proposal, Spare is also adding in an optional integration to Transit App. The following pricing includes all relevant fees from Spare and Transit App for the integration.

Item	Mandatory or Optional	Fee
Native Integration of Spare Open API in Transit App (recommended approach)	Optional	\$57,000 implementation fee and \$3,700 per month maintenance fee
Deeplink Integration of Spare Open API in Transit App	Optional	\$8,000 implementation fee and \$2,400 per month maintenance fee

Add-on: Turnkey TaaS Operation

The turnkey TaaS operation option gives DCTA the option to have a turnkey operation provided by Spare, including Spare Platform as the software platform and First Transit as the dedicated operator. For pricing of this option, please see the proposal submitted by Spare and First Transit on March 8, 2019, for the DCTA 19-05 RFP.

Optional: Miscellaneous fees

In addition to the charges mentioned in this document, the miscellaneous fees below may apply. Spare will not initiate any miscellaneous fees unless written pre-approval has been provided by DCTA.

Item	Mandatory or Optional	Fee
Travel - Airfare / Ground	Optional	Cost of travel + 10%
Accommodation / Meals	Optional	Cost of accommodation / meals + 10%
Bespoke customization projects	Optional	\$150 per hour
Spare Realize transit simulations for any location	Optional	\$10,000 per report
In-vehicle hardware needed for service	Optional	\$700 per vehicle (pass through cost + 10%)
Spare Pay	Optional	Per transaction pricing to be negotiated based on ticketing integration.
Transactional text messages (SMS)	Optional	Pass Through Cost of SMS + 10%
Voice Calling	Optional	Pass Through Cost of Voice + 10%
Spare Pay IVR	Optional	\$3,900 per year for up to 2,500 trips per month, then \$0.13 per trip above this

Appendices

Appendix A - Meeting Federal Guidelines

Spare fully complies with all United States federal laws, regulations, and guidelines applicable to this bid - including those of the Federal Transit Administration.

Appendix B - Insurance Requirements

Spare fully complies with the Insurance Requirements set out in Solicitation 2005-001 and can provide further details upon request.

Appendix C - References

Please see below.

Appendix D - Example Reports

Please see attached.

Appendix C - References

We love all our customers, and we know them very well. We also know they're often busy! We hope DCTA contacts each and every one of them, however, you are unable to connect with them, please let Spare know, and we will do our best to connect them with DCTA. We know how important references are, and we want to ensure DCTA gets a full perspective of the Spare experience.

DART Project Reference

1401 Pacific Ave, Dallas, TX 75202

Todd Plesko, Vice President of Service Planning and Scheduling, (+1) 214-869-0483 / tplesko@dart.org.

Know Route Project Reference

6-1, Marunouchi 2-Chome, Chiyoda-ku, Tokyo, 100-8086

Nakagawa Kazuaki, Assistant GM, Mobility Services, Mitsubishi Corporation. (+81) 3-3210-6478 / kazuaki.nakagawa@mitsubishicorp.com

Kolumbus Project Reference

Jernbaneveien 9, 4005 Stavanger, Norway

Mathias Molden, Project Manager - Digital Solutions, Kolumbus. (+47) 959 72 005 / mathias.molden@kolumbus.no.

Toyota Project Reference

6565 Headquarters Dr, Plano, TX 75024, United States

For phone reference, contact Becky Martin, Manager, Green Mobility, Toyota North America. (+1) 469-847-2067 / becky.martin@toyota.com.

For written reference, contact Susan Hoff, Chief Strategy, Impact & Operations Officer, United Way of Metropolitan Dallas, (+1) 214-978-0003 / shoff@unitedwaydallas.org.

SouthWest Transit Reference

14405 W 62nd St, Eden Prairie, MN 55346

SouthWest Transit is located in Eden Prairie, just out of Minneapolis. Spare took over SouthWest Transit's On-Demand service in the summer of 2019. SouthWest had used Ridecell for their on-demand service for a number of years before making the switch to Spare. Both Matt and Len would be pleased to speak with DCTA. Len Simich, Chief Executive Officer, 952-974-3101, lsimich@swtransit.org
Matt Fyten, Director of Operations, 952-974-3111, mfyten@swtransit.org

Rogue Valley Transit Agency (RVTD)

239 E. Barnett Road

Medford, Oregon 97501

Spare is currently in the process of launching an on-demand system with RVTD. Although they may not be able to speak about Spare's operations at this point, they would be able to provide some perspective of Spare's training, onboarding, and marketing support. RVTD is located in Medford, Oregon.

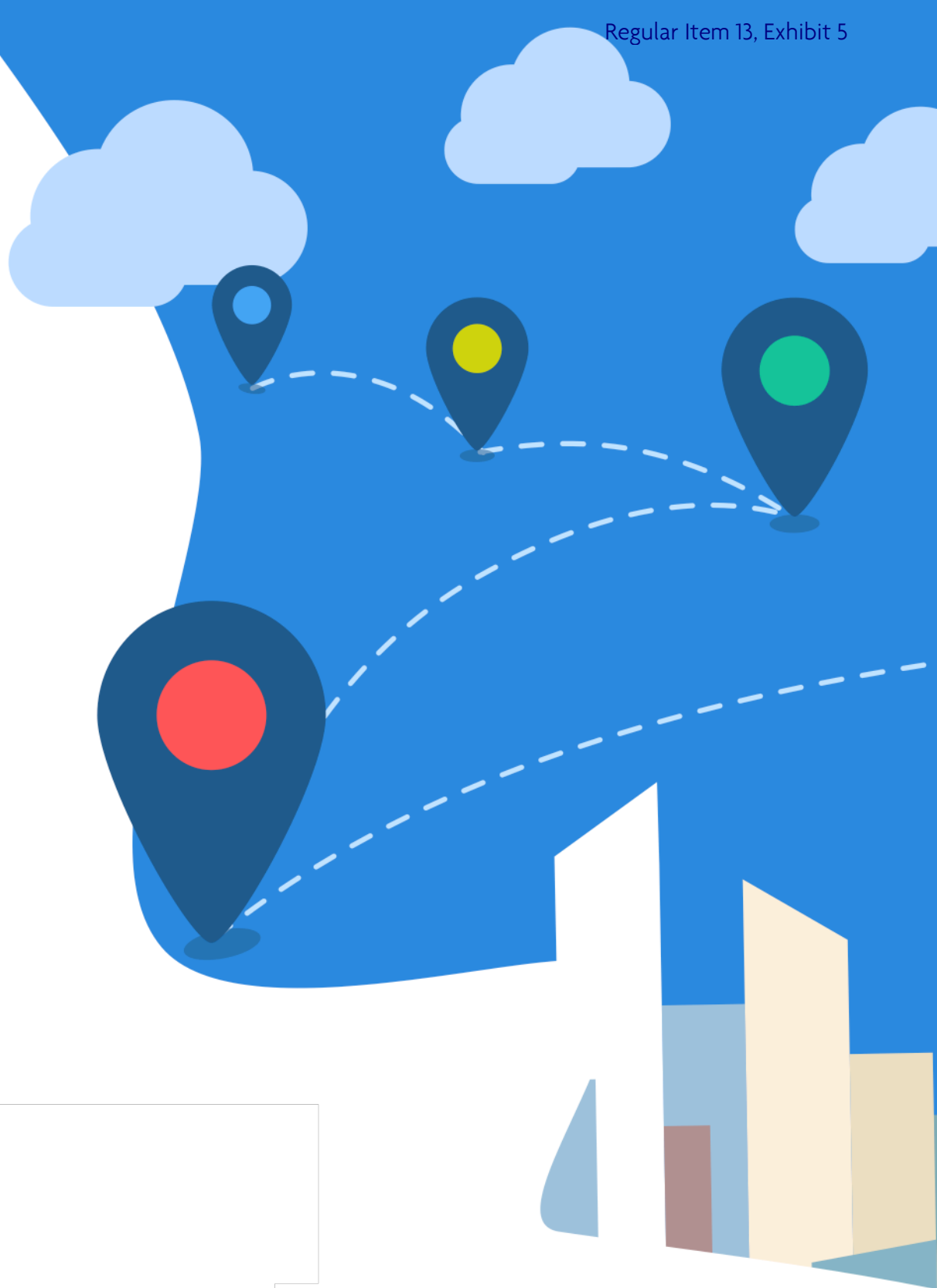
Paige West, Planning and Strategic Programs Manager, 541-608-2429, pwest@rvtd.org

Star Transit

500 Industrial Blvd,
Terrell, TX 75160

Spare has recently launched operations with Star Transit in Texas. Like RVTD, they could provide some fresh understanding of how the Spare process works, and how we prepare our services for launch. We hope you reach out.

Tommy Henricks, Chief Financial Officer, 469-474-2334, thenricks@startransit.org



DCTA MaaS Lakeway Zone

Proposal for DCTA Solicitation 2005-001

June 9, 2020

Contact person:
Kristoffer Vik Hansen
778-995-6401
kristoffer@sparelabs.com

spare

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1 - Cover Letter

As one of Spare's first customers, and its fifth service launch, DCTA is a longstanding and truly valued partner of ours. Since we launched our first service with DCTA, Spare has grown from a small, scrappy startup, into a much larger company with operations spanning four continents. During this time we have always strove to make DCTA as successful as possible and to respond immediately to the feedback from the DCTA team. We're still a startup at heart, and we truly believe that this feedback and our ability to respond quickly will continue to be Spare's primary driver of success.

Spare is extremely proud of the Lakeway zone and what it has achieved. Since day one, we have taken an extremely hands on approach to making Lakeway successful, including by: reading rider reviews (and tweets!) and reaching out by phone, text, or email to solve their issues, doing multiple ride-alongs to speak with riders and drivers (at least 4, by my last count), calling and texting with drivers like Patrick and Kyle about problems and feedback, and visiting the DCTA offices frequently to make sure your team is completely satisfied with operations. Indeed, the commitment of the joint DCTA-Spare team to the service's success is what made ridership for the service grow by 127% from launch to December, 2019 - right before the holidays and onset of COVID-19. It's also why [DCTA's own survey](#) found that "94 percent of survey respondents rated the Lewisville Lakeway Zone as excellent and good" - the **highest** satisfaction level recorded in the survey.

We have always endeavored to make DCTA's services better, to look for optimization opportunities, and to continue innovating. For example, Spare suggested, designed, and [launched a white-labelled rider app](#) in April of this year for DCTA - working with Adrienne Hamilton and DCTA's broader marketing team, along with our designer, to build mockups and create marketing assets. We also supported the launch of the on-demand evening zones in the midst of the COVID-19 crisis by meeting with and helping set up everything in the system for a successful launch in just three business days. And these are just a few of the examples that come to mind of our strong relationship.

Going forward, Spare is currently working with DCTA on a number of new initiatives. One, which has been in the works for quite some time, is an integration with the Transit app, one of the world's largest transit aggregators. We have taken the lead in setting up meetings, discussing requirements, and working towards an agreement at the request of DCTA. All of this work is paying off and we are getting near a solution that will allow us to move forward, should DCTA desire to (see more information in the Spare Open API section). Additionally, we have been working with DCTA since last spring to develop, test, and deploy a new paratransit solution, using Spare Platform, that will all-but-eliminate the hours of daily monotonous manual tasks that DCTA employees must do to schedule trips and dispatch vehicles for its Access service while vastly reducing costs through commingling and improving the rider experience by enabling self-serve options and notifications.

We are also extremely excited about the prospect of launching Spare's Mixed Supply system for DCTA because doing so has shown some of the most groundbreaking improvements in efficiency and rider experience in transit to date. Utilizing DCTA's existing relationship with Irving Holdings, an organization Spare also works very closely with in Dallas, would allow DCTA to dispatch trips to its own dedicated vehicles as well as to Irving's non-dedicated vehicles throughout the day in a seamless manner - reducing operational costs and also guaranteeing a high quality of service for riders at all times. This system helps with what we call *rider elasticity* and encourages more riders to take the service by fundamentally providing a better experience. In doing so it also cuts down the average trip cost and increases per trip efficiency. Spare also has strong

existing relationships with transit providers, like First Transit, that enable us to offer turnkey solutions, should DCTA desire.

We believe it is integral to have a system that not only operates as a revolutionary service from day one, but can be used across new modes and expansions for many years to come. Spare is dedicated to making sure that any service expansions or modifications is a seamless process and one that can be done at any time. With any service changes, data is critical. Thus, we help manage projects by running data-driven analysis and simulations, enabling DCTA to be better informed of how changes may impact the system before the changes take effect.

Personally, I've never built anything that I've been more proud of than our team and product at Spare. My goal is to build the future of mobility *with* transit agencies around the world and to form an incredible team and set of partners that can get us there. DCTA presents an incredible opportunity for us to do just that: to bring something truly revolutionary to the table.

Kind regards,

A handwritten signature in black ink, appearing to read 'Kristoffer Vik Hansen', with a stylized flourish extending from the end.

Kristoffer Vik Hansen, CEO, Spare
kristoffer@sparelabs.com | +1 778-995-6401

2 - Relevant Experience



DCTA Lakeway On Demand Service

Customer: Denton County Transportation Authority (Denton, Texas)

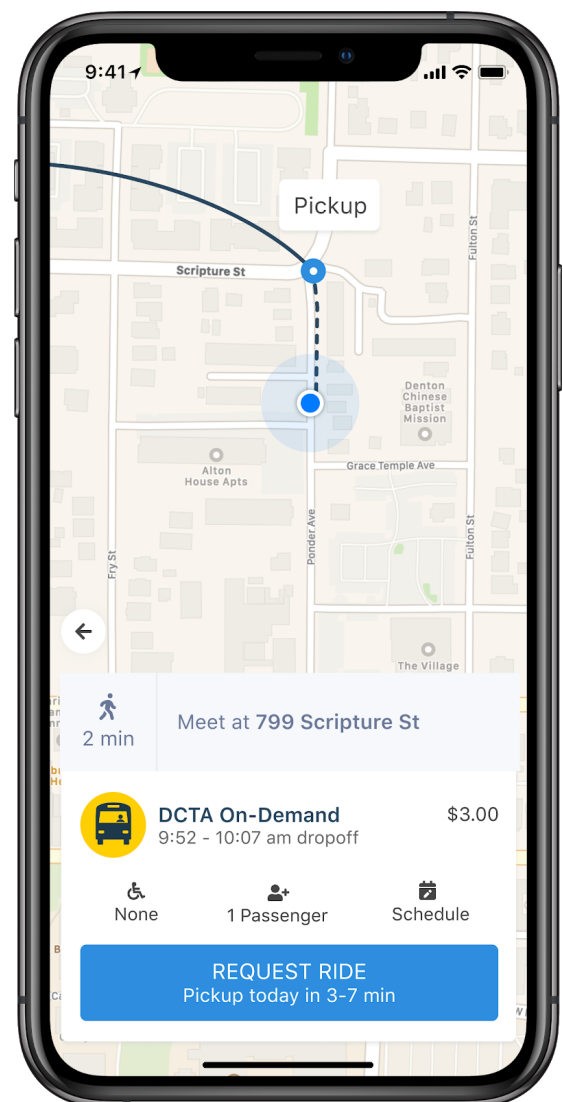
Spare Project Manager: Quinn Kliman

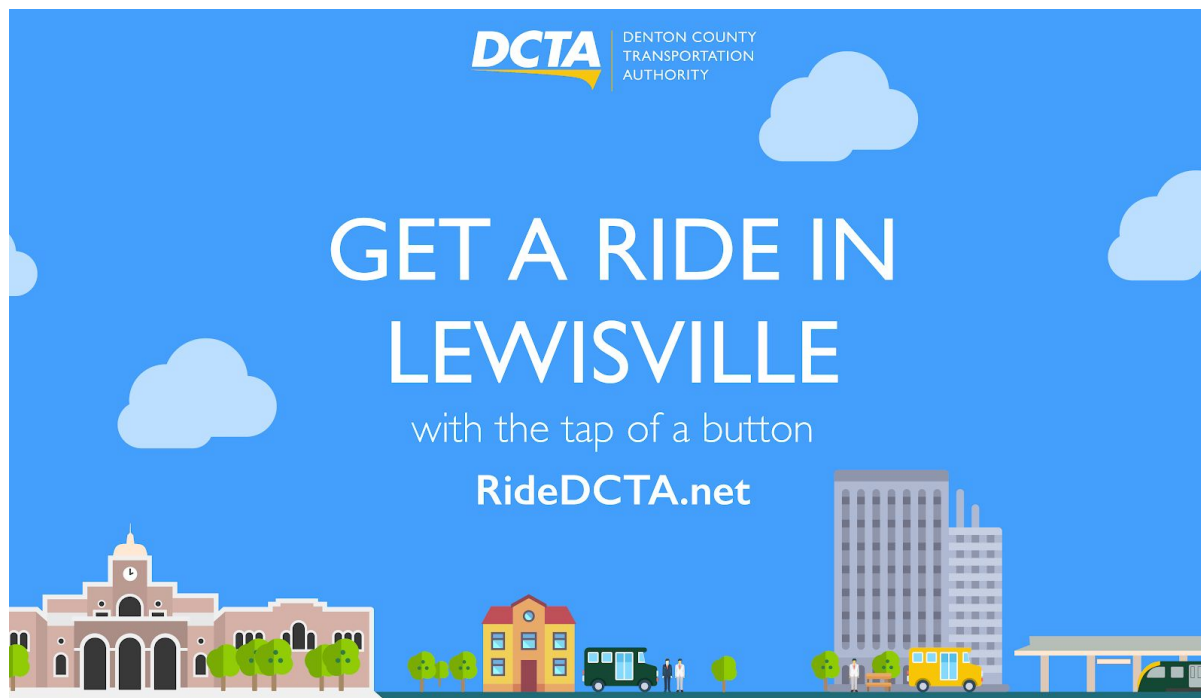
Project Use Case

The Denton County Transportation Authority and Spare launched the Lakeway on-demand transit service in January 2019 in Lewisville to replace an underperforming fixed route transit line with a more convenient, efficient, and cost-effective on-demand one. The Lakeway service provides travel options for those needing to access the Lakeway Business Park area in Lewisville and surrounding businesses in the designated zone. The service uses a mixture of current physical bus stops as well as virtual, dynamic stops visible within the whitelabeled DCTA On-Demand app. DCTA's Hebron station is the primary connector for Connect Routes 21 and 22, the A-train and the Lewisville Lakeway Zone. The service runs Monday through Friday from 5:30 AM to 9:40 PM, and Saturdays from 8:30 AM to 8:00 PM. Passengers can book a trip in real time via the Spare Rider mobile app or by calling (940) 243-0077.

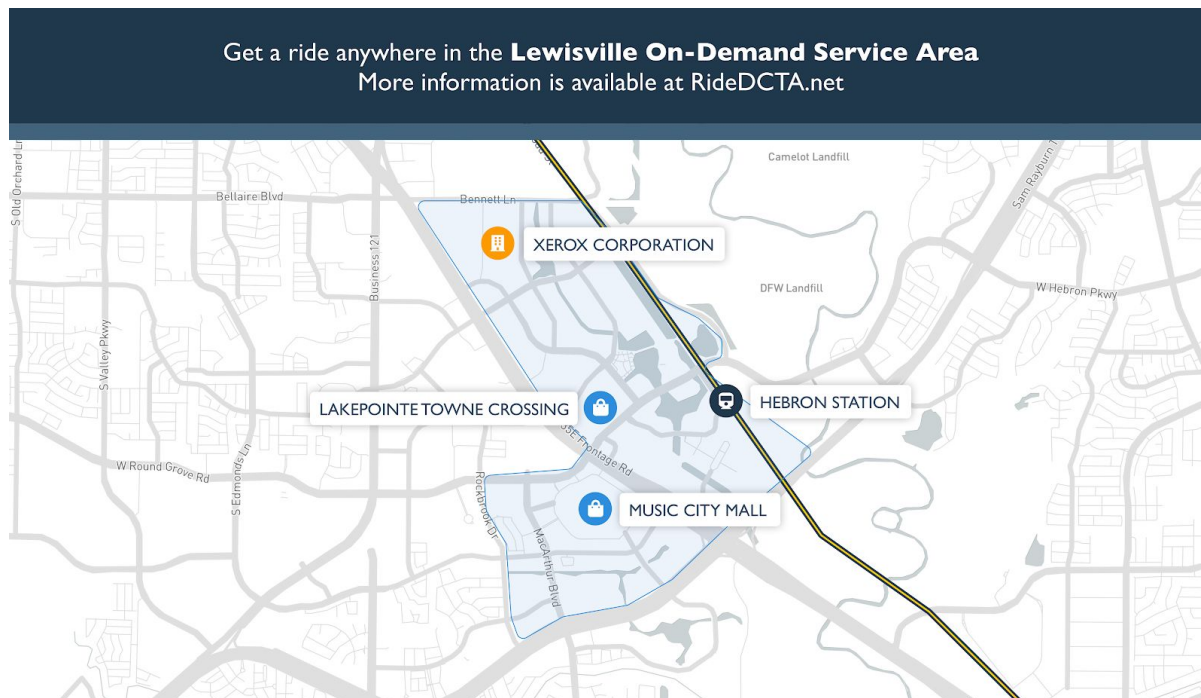
As we continue to refine our approach, Spare continues to engage with DCTA on a weekly basis in order to find ways to improve the service for DCTA staff, drivers, and, most importantly, riders. By offering a more personalized service, DCTA and Spare are providing a better and faster service for customers, increasing ridership over the previous service, and now understand how on-demand technology can replace and complement DCTA's fixed route transit as part of its larger mobility ecosystem.

Read more about the project at
<https://www.dcta.net/lewisville-lakeway-zone>.





Flyer for DCTA Lakeway service, created by Spare as part of Spare's Priority Success Package.



Original expanded-zone flyer for DCTA Lakeway service, created by Spare as part of Spare's Priority Success Package.

**DART Mobility On Demand Project and DART GoLink GoPass Integration**

Customer: Dallas Area Rapid Transit (Dallas, Texas)

Spare Project Manager: Quinn Kliman

Project Description

Through the U.S. Federal Transit Administration's Mobility on Demand program (FTA MOD) for Dallas Area Rapid Transit (DART), Spare has, as one of the primary partners for this project, gained direct experience in envisioning, piloting, and launching a multimodal, integrated, automated, accessible, and connected personalized transportation system. In collaboration with DART and Unwire, Spare rolled out the GoPass 3.0 MaaS (Mobility as a Solution) application, with a full native integration of the DART GoLink on-demand bus service, in January of 2019. Spare replaced DoubleMap as the permanent on-demand transit software provider for DART and in the process created one of the largest on-demand public transit services in North America.

Spare's integration with GoPass 3.0 for DART GoLink is based on Spare's previous work with the launch of the HentMeg on-demand transit service for Kolumbus of Norway, which used the full capability of the Spare Open API to integrate the Spare Platform into the agency-owned passenger front-end application for booking on-demand trips (see: kolumbus.no/hentmeg). GoPass 3.0 is the first time a complete mobility platform has been integrated into an agency-owned tool, combining trip planning, booking, and payment of multi-modal trips (fixed route, on-demand, and third-party trip brokerage) in a seamless interface. Under the hood, the GoPass 3.0 front-end (developed by Unwire) is powered by the Spare Platform, with the use of Spare Open API. Spare Platform also provides fixed route analytics and fixed route predictions for DART.

In addition to using DART-owned GoLink vehicles, Spare has also enabled DART to integrate non-dedicated taxi cabs drivers into the DART GoLink on-demand bus service, powered by Spare Platform, using vehicles from Dallas Yellow Cab (Irving Holdings). The use case for this will be to seamlessly and automatically dispatch taxi trips to GoLink passengers, if a DART-owned GoLink vehicle cannot facilitate the trip in a satisfactory way (for example, if wait times are too high). This has the possibility to drastically decrease the cost of running on-demand bus service, while at the same time drastically increasing convenience and quality of service for GoLink passengers.

This recent video highlights our partnership with DART, we encourage DCTA to view it:

<https://www.youtube.com/watch?v=57L2uK-JZW0&t=3s>

3 - Scope of Work

As the current software provider of DCTA's on-demand services, the scope of work to meet DCTA's requirement as set out in Solicitation 2005-001 is limited because Spare already provides all necessary functionalities outlined in the bid request today, including all features described in both the "General Scope" and "Requirement(s)" section of Solicitation 2005-001. Still, Spare continues to meet with DCTA on a weekly basis, most often with Sarah Hultquist, to discuss improvement opportunities for DCTA's current services, the broader needs and goals of DCTA, and how we can continue to holistically improve the services DCTA provides to its client cities and riders. In this way, Spare continues to expand its scope of work, at no extra cost, at the request of DCTA in order to continue optimizing and vying to make DCTA's services better - whether it be by launching new evening services from train stations or exploring how to vastly boost the efficiency of DCTA's Access paratransit service. As DCTA's current software provider, Spare meets every requirement described below, in full, without exception. Indeed, DCTA has access to and is using most of these features today with Spare Platform.

Functionality Requirement	Spare's Ability to Meet
The current Lakeway and evening zones utilize the Spare Labs platform.	Fully comply. As Spare Platform is the current technology platform for the Lakeway service and evening zones, DCTA (and the riders) will see no service disruption.
The Lakeway service currently hubs out of the Hebron station and evening zones hub out of the Denton Downtown Transit Center (DDTC) Station and the Hebron Station.	Fully comply. As Spare Platform is currently used to provide this service, the Lakeway service would be able to continue operating as it currently does without service disruptions.
The current Lakeway Zone hours are from Monday through Friday 6:00 am to 7:00 pm and the evening zone hours are from 7:00 pm to 9:40 pm. The Lakeway Zone Saturday hours are 8:30 am to 8:00 pm.	Fully comply. Within Spare Platform, DCTA can manage the Lakeway zone hours in a completely self-serve way, making it very easy to keep and/or change the service hours without needing to involve Spare's team.
The evening zones cover pickups from the two A-train stations (DDTC and Hebron) and then perform drop-offs throughout the fixed route service areas within the city of Lewisville and the city of Denton.	Fully comply. Using Spare Platform's service planning and configuration capabilities, DCTA can configure the service to have complex pickup and/or dropoff rules for any service area combination.
The Lakeway zone in the evening expands to cover drop offs to the Lewisville service area.	Fully comply. Spare Platform allows you to set specific time rules for zones that allows the operational service area to dynamically expand or contract at certain times of the day.
The current zones are flexible to modifications of areas they serve and service times, both DCTA administration and Spare Labs staff can make modifications.	Fully comply. Spare Platform is completely self-serve, meaning DCTA administration can adjust zone sizes, numbers, and time rules at any moment. Spare is also always there to provide support and help adjust things on a daily basis.
The current software has an open API that allows for integration flexibility.	Fully comply. Spare is uniquely positioned to have an open and publicly available API on docs.sparelabs.com. This API is currently integrated with a myriad of trip planning, analytics, and administrative software solutions like GoPass app, Tableau, and more. Spare has extensive experience with integrations and is currently working with Transit App, among others, on an integration.

The current software provides DCTA administration access to real time analytics and ridership reports, live maps, and email notifications on cancellations or late pickups.	Fully comply. Spare Analyze provides robust real-time analytics and reporting that is always accessible to DCTA staff. Spare's Live Map provides a real-time view of live vehicle locations, statuses, as well as trip and route information. Spare automated email notifications and in-platform alerts can be set up and triggered for a variety of occurrences like cancellations and late vehicles.
Customers can schedule rides up to 8 days in advance either through their smartphones or through DCTA customer service	Fully comply. Spare Platform allows you to specify the amount of days in advance riders are allowed to book trips, with no limit to how far in advance this configuration can be set.
Stops can be pickup or drop-off only, as well as optimized to direct riders to a short walk for optimum pooling	Fully comply. Spare Platform includes both door-to-door, closest stop, and optimized stop zone configurations that can be mixed, matched, and overlapped for each service. Optimized stop zones dynamically choose a nearby stop that is optimal for the vehicle's route in order to increase efficiency across the entire service. Zones can also be designated as pickup only, dropoff only, or both. These configurations parameters allow incredible flexibility in achieving your service objectives.

4 - Technical Requirements

As DCTA's current software provider, Spare meets every requirement described below, in full, without exception. Indeed, DCTA has access to and is using most of these features today with Spare Platform.

Functionality Requirement	Spare's Ability to Meet
At a minimum, passengers must have the ability to book their trip themselves via smartphone or through DCTA customer service. Software must provide a booking page for DCTA customer service staff who book rides on behalf of customers who require assistance.	Fully comply. Current DCTA riders have the option to call in to book, where booking agents easily enter the trip request into Spare Platform, or using the white-labelled DCTA rider app built by Spare. The DCTA rider app is available on both iOS and Android and is noted for its simplicity and ease-of-use.
Software must have the ability for passengers to book based on pickup time or arrival time and be able to schedule trips a minimum of up to 7 days in advance.	Fully comply. Spare Platform allows riders to book trips by selecting either a "Leave At" or "Arrive By" time, by booking through the platform through a booking agent or by using the app. DCTA can designate the amount of advanced booking days they require, without limit - 7 days being used by many Spare-run services, including DCTA.
Software must be flexible in making changes, creating or amending zones, and modifying service times, which includes DCTA administration's ability to schedule bus operator duties, create and modify zones, and create and categorize stops within zones.	Fully comply. Spare Platform is completely self-serve, meaning DCTA administration can adjust zone sizes, numbers, stops, boarding times, time rules, and many more configuration parameters at any moment. DCTA also has the ability to schedule driver duties or shifts and Spare is also always there to provide support and help adjust things on a daily basis.
Software must be able to report ridership data, analytics, and KPI's that provide information that not only meets NTD reporting requirements but is also useful in future service planning.	Fully comply. Spare's robust data analytics and reporting features have been used by DCTA extensively in service planning and analysis endeavours. Spare has created a custom NTD report specifically for DCTA, at no cost, so that DCTA's monthly reporting to the FTA takes no more than one-minute. In addition, Spare's rider and driver reports contain over 50 data points that can be used for service analyses.
Software must have the ability and flexibility to integrate with other applications	Fully comply. Using the Spare Open API, our solution can integrate with almost any other software solution on the market today. In fact, GoPass,

including Transportation Network Companies.	a Spare integrated solution, provides users with the ability to book Uber rides. The same is true for Transit App, which Spare is currently in the process of integrating with.
Training (either in person or virtual) and training materials for administration, customer service staff, and drivers on behalf of the software company is required.	Fully comply. Spare's dedicated Operations Manager is always available for virtual training at the request of DCTA. Spare also has extensive training and support materials, like a user guide, driver guide, booking agent guide, training recordings, and FAQs that DCTA has full access to. Spare never charges for training or training materials.
Software must be compatible on Android and Apple iOS devices (both tablets and smartphones).	Fully comply. All Spare applications are available on iOS and Android, including Spare's rider and driver applications, and is usable on a variety of hardware solutions that includes both smartphones and tablets.
Software must be able to collect fares both virtually and physically (cash) and allow for the operator to add "walk on" passengers.	Fully comply. Spare's rider app allows riders to add cards to their virtual wallet so that they can pay for trips from the rider app. These cards are also available as payment options in the booking agent user interface. DCTA can also turn on or off cash payments that allow riders to indicate cash and pay on-board the vehicle. The Spare Driver app also allows the driver to add walk-on riders through their device.
Software must have the ability to send customers notifications via the app.	Fully comply. The DCTA rider app includes automated SMS, push, and/or voice notifications that can be triggered for things like trip cancellations, trip reminders, and when the vehicle is arriving.
Customer support for software malfunctions and/or technical assistance must be available at a minimum of during DCTA operating hours. This includes real time support for bus operators who require technical assistance.	Fully comply. Spare has 24/7, 365 support through email, phone, and the chat functionality on its website, web-platform, and driver app. Spare also has robust monitoring software that alerts us to system issues before customers ever notice and notifies our engineering team automatically 24/7 to any issues.
The offering of a DCTA branded application is required.	Fully comply. Spare has provided a DCTA branded rider application, at absolutely no cost, and even had our designer work with DCTA's marketing team to design a logo and marketing materials.
Must have the ability to pause matching in the instance a bus needs to be removed from service and an efficient way to move trips to another vehicle should the need arise.	Fully comply. Spare Platform allows vehicles to be paused so that no additional trips will be added to their manifest until they are resumed. Spare also allows operators to manually move trips in case of a service disruption and automatically moves trips when a driver duty/shift is cancelled.
Software must have the ability for customers to enter mobility devices and book multiple riders at a time up to the maximum capacity of the vehicle.	Fully comply. Spare allows riders to indicate mobility devices and then will only route a vehicle that can accommodate that rider and their device. Riders can also book multiple riders on a trip. Vehicle capacity is configured in the platform so that no vehicle will ever be overbooked.
Must have the ability to adjust boarding times for mobility devices, bicycles, etc.	Fully comply. Spare allows boarding times to be set on a base level, per rider, and then additionally for mobility devices.
Must have the ability to program service flexibility. The amount of time that a trip can be pushed adjusted when booked for an immediate pickup in order to allow for better optimization and pooling of rides.	Fully comply. Spare allows for the configuration of multiple flexibility levels, like pickup and detour flexibility, that restricts how much trips can be adjusted when booked for an immediate pickup in order to allow for better optimization and pooling of rides

5 - Project Approach

Spare has a long history of not only pioneering cutting edge technology, but also in delivering on its commitments - as it has done with DCTA since day one. We have extensive experience in the successful implementation of our platform to both existing and new transit services. For this project specifically, no implementation would be necessary as DCTA already utilizes Spare Platform and Spare Platform already completely fulfills the requirements set out in this bid solicitation. However, should DCTA want to launch new services, Spare would follow our tried-and-tested approach:

1. Analyze their current operating environment (for instance, through Spare Realize simulations)
2. Identify their needs and the needs of their customers
3. Establish objectives and success metrics
4. Develop a robust mobility strategy and implementation plan
5. Deploy our platform successfully
6. Continuously work to analyze and improve the service.

Using our deep knowledge of on-demand and hybrid transit systems, we take a data-driven approach to the design of our services by collecting as much relevant data as possible, running simulations with varying parameters through our simulation engine, and discussing the options and tradeoffs with our customers. Next, we walk through the passenger experience journey to identify any pain-points or frictions that may impact the passenger experience and create a mitigation plan. Once we've established the baseline facts and any potential shortcomings, we establish our objectives and success metrics that we then use to inform the development of our overarching strategy and plan for implementation. Finally, we put our plan into action, train and prepare all participants for service launch, and then closely monitor all aspects of the service against our success criteria. And even months, or years, after launch, we will not be satisfied with the status quo and will continue working with DCTA to make their services the envy of others.

6 - Timeline and Implementation

Because DCTA already utilizes Spare Platform to run both its Lakeway and On-Demand Evening Zone services, no implementation would be required. Still, Spare continues to work closely with various DCTA team members to optimize current services and launch new ones. For example, in March, Spare worked with DCTA to launch the On-Demand Evening Zone services in less than a week. From the time Spare was informed of DCTA's desired new services launch on Wednesday, March 18 to it's launch that Monday, March 23rd - Spare was able to assist DCTA in launching the new services in just three business days. This demonstrates the commitment Spare has to its customers, the capabilities of its platform, and the speed of Spare's implementation capabilities.

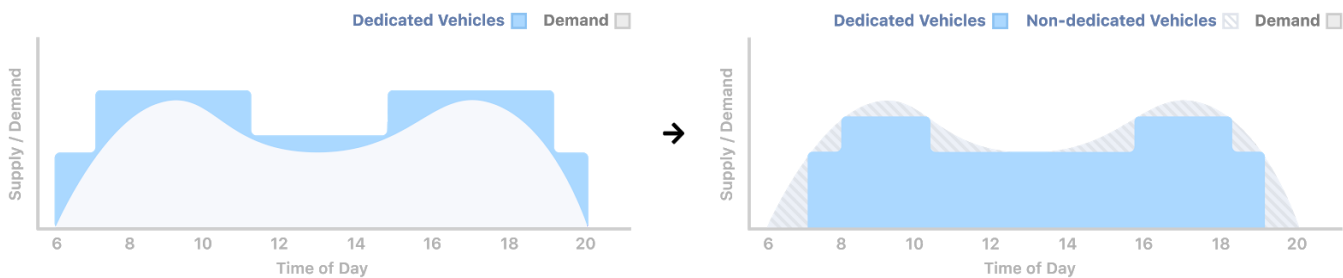
7 - Innovation in Approach

Since DCTA currently utilizes Spare Platform and has a robust understanding of how it operates, its functionalities, and how various team members (e.g., office staff, operators, clients, and service users) use it, Spare will not go into detail on those aspects. Additionally, DCTA has access to Spare's original MaaS proposal that lays out all of these functionalities in detail. Instead, we would like to discuss some of our exciting new innovations that we believe would bring additional value to DCTA.

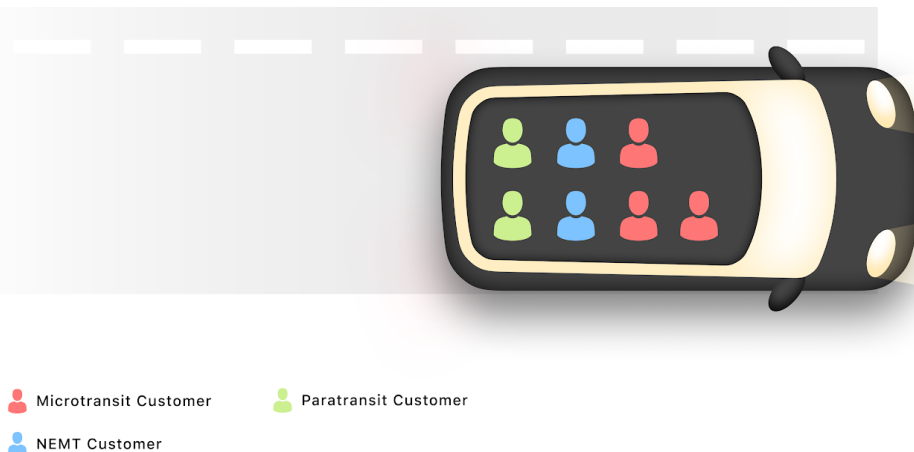
Spare Fleets & Mixed Supply

Spare Platform is designed to create the most efficient possible solution for transportation operators around the world. We believe that trip brokering, or Spare Fleets in Spare Platform, plays a key role in ensuring the most efficient solution. This is because of the options that can be afforded when there is an ability to broker trips when needed to third party non-dedicated providers, in addition to a fixed supply of vehicles. This type of non-dedicated / dedicated vehicle mix is illustrated below. In **The Old Way**, a system is restricted to only the set of dedicated vehicles. Any unexpected demand will simply result in increased wait times as the supply of dedicated vehicles is fixed. In **The New Way**, Spare Fleets enables the efficient dispatch to additional non-dedicated vehicle providers, or fleets. This results in a rider experience that is reliable and not susceptible to unexpected demand.

By utilizing a mixed fleet of dedicated and non-dedicated vehicles as illustrated above, the overall service quality can be maintained at a much lower cost. This is best illustrated in the figures below.



Spare fleets also enables the “**commingling**” of trips. By using Spare Fleets, a single vehicle can be used not only across a service, but also across service types. In practice, this means that one vehicle can carry passengers from a microtransit service, an elderly transit service, an NEMT service, and even a custom transit service, all pooled at the same time.



How would Spare Fleets Benefit DCTA

DCTA would benefit greatly from taking advantage of Spare Fleets and Commingling, which could have a major impact on operations and efficiency. Commingling means that DCTA could have two or more very different kinds of services with different parameters, all served by a single fleet of DCTA vehicles (e.g.,

microtransit and paratransit). On-demand customers could receive a stop-to-stop service, while specialized customers could receive door-to-door service. Specialized riders may also be allowed to different zones within the city or have restricted time periods in which they can book. Even if cutaway and conventional busses are used, Spare could assign trips to the vehicle that makes the most sense for the service level.

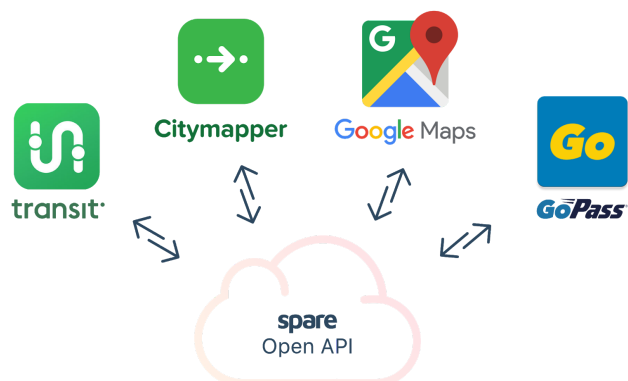
Spare Fleets would enable DCTA to easily integrate with local taxis in the area, like Irving Holdings, or other small or large transportation providers. These providers simply download the Spare Driver App, and DCTA must give them privileges to drive. The times when it makes sense to have access to a non-dedicated fleet of vehicles may be during peak commuting times when the dedicated vehicles that DCTA uses can't keep up with demand. In this way, DCTA can have these overflow trips go to taxis. Of course, this may mean paying more on a per trip basis for this service, but it will be much cheaper than purchasing and assigning a brand new dedicated vehicle for only a short period of the day. In a similar fashion, during low demand in the early afternoon, when on-demand vehicles have few trips, a third party could supplement DCTA during these times, but fewer dedicated vehicles would have to be on the road unnecessarily. Alternatively, DCTA could employ a fleet of completely non-dedicated vehicles (like taxis), should it desire to. Spare has a strong relationship with Irving Holdings and so setting up a non-dedicated system using Dallas Yellow Cab vehicles would be relatively quick and easy - as Irving Holdings admins are already familiar with the system and many drivers are already trained.

Through the Spare Open API, Spare can dispatch trips to dedicated vehicles, non-dedicated vehicles through an API integration, and non-dedicated vehicles using the Spare platform, by way of the brand new Spare Driver app. When Spare first started going down the path of non-dedicated vehicle integration, we believed that a direct API integration into our system would yield the best result. Meaning, if a taxi company uses a dispatch system, they could integrate into our system to receive trips. Little did we know that the vast majority of third party transportation companies do not have the technical ability or engineers to integrate. Spare wanted to ensure that it was as easy as possible to provide an integration, so we completely revamped the Spare Driver app, and can make it available to any third party operator that the transit agency would like to engage with. Therefore, as long as the third party has an iPhone, iPad, Android phone, or Android Tablet, they can drive on behalf of the transit agency. You can read more about the new Spare Driver App here:

<https://blog.sparelabs.com/introducing-spare-driver-2/>

Spare Open API

Spare believes that only truly open data solutions will enable the integrated mobility solutions of the future because the future of integrated services is only possible with the easy transfer of information between services, which is exactly what Spare Platform has been designed to both integrate with and provide. In a world where open APIs are the rule, rather than the exception, the rate of innovation among developers will be rapid and robust, ultimately providing DCTA and its citizens with more value and choice over what one company could ever offer on its own.



Because Spare is invested in openness and transparency, the Spare Open API is available online at sparelabs.com/docs for all of our customers and competitors to see. This offers developers access to up-to-date Spare Platform information such as vehicle availability, departure times, and live tracking.

Furthermore, our API offers access to protected functions for registered developers, such as booking a trip, getting information about recent trips, cancelling trips, and more. By offering a truly open API, Spare Platform can easily integrate with a wealth of third-party and customized solutions, like new payment solutions, vehicle statistics, maintenance solutions, and TNCs like Uber and Lyft. Spare's commitment to a truly open API is a radically different approach than that of *any* other mobility platforms out there and is, in our view, an essential asset for the future of mobility services, perfectly aligned with the next generation of public transit.

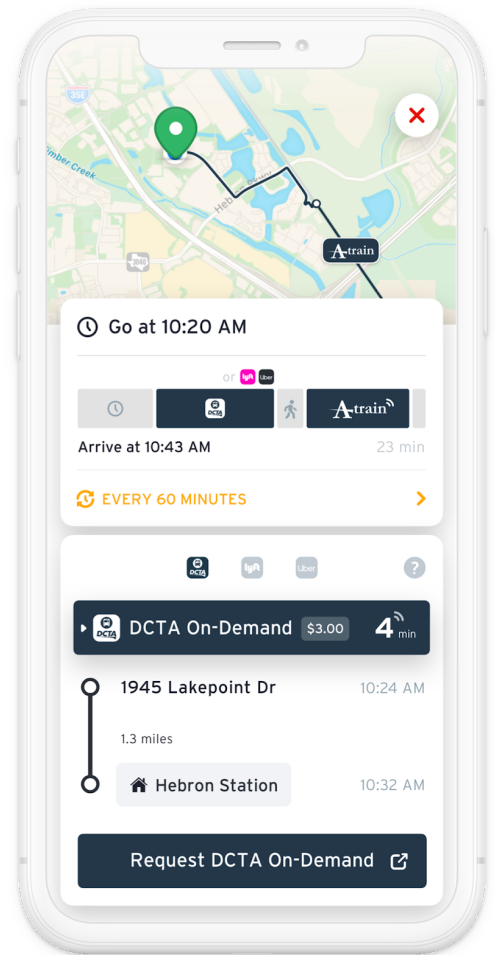
Integration with Transit App

In the spirit of DCTA's call for innovation, we also propose, as an option, integrating DCTA On-Demand into DCTA's official trip planning app, Transit App. Thousands of people in the Dallas metro area already use Transit App to plan their trips. With DCTA On-Demand integrated into Transit App, riders would be able to plan fixed-route bus and rail, on-demand microtransit (powered by Spare), paratransit (powered by Spare), and TNC trips in the same place.

Integrating DCTA on-demand into Transit App would give riders a smooth and seamless user experience. Transit's trip planner allows for users to plan trips that link on-demand service with fixed-route service, closing first/last mile gaps. In addition, the integration would allow DCTA to promote and communicate with riders about the program through targeted banners and push notifications, in an app riders are already using to plan their DCTA trips.

There are two levels of possible integration: a deep-link integration would allow riders to see on-demand ETAs, prices, and trip durations in Transit, and then link to the DCTA On-Demand app to book in one tap. A more robust native integration would allow for the full on-demand user experience, including payment, from within Transit's app.

This integration will help DCTA pursue its Mobility as a Service vision through a proven platform with wide adoption in the DCTA service area. Spare leads the on-demand industry in its integration capabilities and already has the necessary APIs ready for either level of integration into Transit and has already engaged the Transit app team extensively on this matter - so we are ready should DCTA choose to move forward.



Accessibility & Paratransit

Spare Platform was built with accessibility in mind. When riders request rides, they are given the option to select any special accommodations they may need. Our accessibility options list is customizable by the client, but may include wheelchair accessibility, small child accessibility, door-to-door access, and more. The system supports curb-to-curb trips, vehicle text notifications, and accessible vehicles, providing excellent service quality for the elderly and those requiring ambulatory accommodations. Our system also allows for unbanked riders to indicate cash to pay on-vehicle and our booking agent page allows for riders to call in to book. Additionally, the Spare Rider app supports iOS and Android accessibility features. We continue to improve how our technology serves those requiring special accessibility accommodations. Spare is building a

number of new accessibility features, including: ADA paratransit trip prioritization, accessibility user profiles, and a paratransit recurring trip feature.

At Spare, we listen to our partners intently, and we often hear about how much transit agencies struggle with their legacy paratransit software. When we had our latest visit with DCTA in March, we spoke with DCTA Access dispatchers and booking agents and saw first-hand how antiquated and inefficient DCTA's current solution is. We have been working closely with DCTA's team to test new features and find a better solution for DCTA. In the past couple of months we have also launched two new commingled paratransit and microtransit services in Lincoln, NE with StarTran and in Lubbock, Texas with Citibus that have been very successful. We even hosted a joint webinar with StarTran to speak about the successes, which can be viewed here:

<https://www.youtube.com/watch?v=8wC2o6lCOqY&t=1652s>

Spare also has a strong existing relationship with Irving Holdings, First Transit, MV Transportation, and other transportation providers operating in the Dallas area, which would allow us to easily launch a turnkey service, should DCTA desire to.

8 - Customer Support & Training

We recognize that training and customer support has a profound impact on every aspect of service delivery, including safety, customer service, overall quality, efficiency, and more. Spare continues to work diligently to see that our customers receive the tools they need to succeed. DCTA's Operations Manager, Quinn Kliman, is available 7 days a week to answer questions and assist DCTA, by email, phone, or the chat integrated into Spare Platform. He is DCTA's main contact for everything from launch and service support to training and reporting.

Depending on the timeframes available, training can be adjusted to meet the needs of DCTA. Spare offers multiple training sessions as well as ongoing training throughout the duration of our contract - at no additional cost. Spare also provides train-the-trainer training sessions that equip our customers with the know-how to train others themselves. Below are the training courses currently available for Spare Platform.

System Administrator Training

This two-hour in-person/webinar training course covers all of the Spare Platform components available to administrative access users, including creating and editing zones, modifying notification settings, passenger and vehicle administration, match administration, exception management, and customer support. Spare also offers extensive system administration support documents, including a user guide, that enables administrative staff to find answers to questions themselves.

Driver Training

Informing drivers on how to use the Driver app is central to a successful experience. The Driver app was designed from the ground up to be user friendly and safe to use on the road. Spare's two-hour virtual driver training session is recommended for each driver using the Driver app. The trainer for the in-person driver training can be a member of Spare, or another driver/operator, if a train-the-trainer setup is preferred. Several drivers can be trained in parallel during one in-person driver training session.

We also offer a Driver Quick Reference guide that can be kept in vehicles in case drivers have issues or questions while on the road. Lastly, drivers can also utilize the Spare Pooled OnDemand support documentation to find answers to questions themselves.

Post-Launch Optimization

After services are launched on the Spare Platform, Spare will continue to provide a high level of support with a dedicated project team. The following is included as part of Spare's post-launch optimization and support strategy:

- Project management and dedicated customer success
- 24/7 dedicated technical customer support (phone, email, and chat)
- Continuous service optimization
- Weekly service reports and weekly meeting
- Future updates to the Spare Platform
- Continuous Spare Platform performance optimization
- Spare Platform hosting and maintenance
- Translation and localization updates and maintenance
- Real-time data gathering and performance reporting
- On-demand service marketing support
- Spare Pay ongoing maintenance and optimization (if Spare Pay is used for service)
- Future updates to Spare Pay (if Spare Pay is used for service)

Throughout the project, and during/after future service expansions, Spare will continuously identify current and future cost savings opportunities that can bring down the costs of deployment and operation for the project partners.

Ongoing Support and Maintenance Services

Onsite Support

As Spare Platform is hosted on cloud infrastructure and is accessible using any modern web browser, onsite support, beyond initial setup and user training, is not needed for this solution - creating vast cost savings for our clients.

Help Desk Services

Spare is committed to delivering exceptional customer support. The annual maintenance and support fee includes 24/7 customer support and critical incident management. All customer support is performed using email, telephone, and/or with the live chat feature.

Built in Product Support

The built-in product support in the Spare Platform provides users with a comprehensive set of support topics they can view from within the Spare Platform. The knowledge base and support documentation is updated continuously as upgrades to Spare Platform are released.

9 - Data Analytics & Reports

Data Analytics

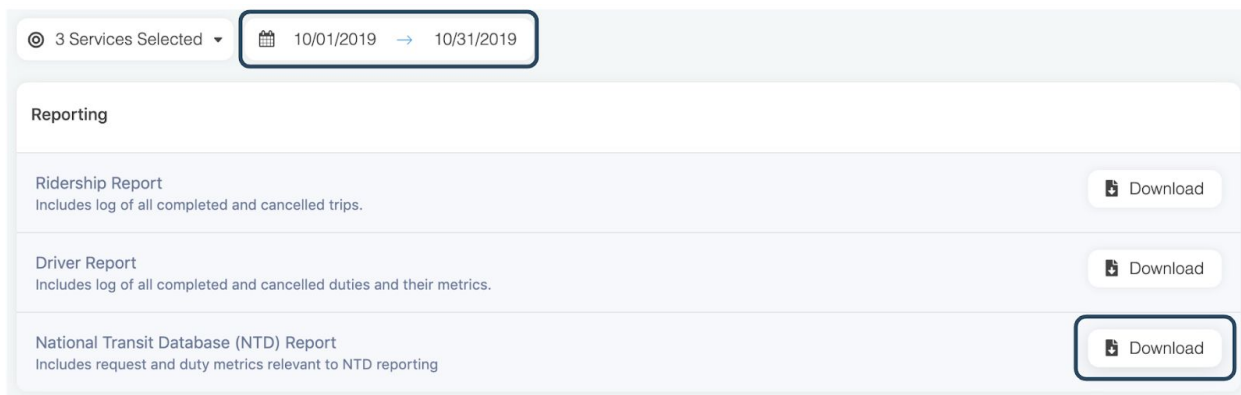
All services in Spare Platform are tracked, monitored, analyzed, and presented in the Spare Analyze dashboard. This includes major service KPIs such as on-time departure analytics and trends over time, ridership data with actual revenue per service hour, various demographics and coverage related statistics that display how well the service operates in peak times, heatmaps of trip pickup and dropoff locations, heatmaps of vehicle travel locations and patterns, and more. Spare Analyze can also pull in data from fixed route services to compare operational efficiency.

The Spare Analyze reporting panel can be filtered by date, date range, service area, service type and more, making it easy to drill down and see segmented data quickly. Spare Analyze also generates weekly reports that provide an overview of service metrics and performance over the last week.

Spare has a dedicated data science team that dissects data from each service, and uses this information to not only inform transit agencies about how potential changes that would affect service quality, but also to inform the Spare team of macro trends across the system so we can improve our product for the service.

Reports

Spare takes data analytics very seriously, as we know that it is a channel to improving services. We also make standard reports easily accessible for DCTA. This is why Spare created a custom NTD report for DCTA, at no cost, that can be exported at the click of a button. All DCTA has to do is select the timeframe for the report and click download, as shown below.



Robust data reporting features are available through the reporting section of Spare Analyze. Reports can be generated and downloaded in CSV form at any time for any number of services over any span of time. Spare gives its customers full control over its own data and has strict data privacy controls in place that keeps passenger trip details secure, including user permission classes and optional automatic data anonymization.

Rider Reports

The Ridership report includes details on every trip taken for the selected service over the selected timeframe, including 50+ different variables, such as: origin and destination addresses and coordinates, scheduled and actual pickup and dropoff times, rider information, accessibility information, driver information, booking information, and other pieces of trip information. Please see the attached example.

Driver Reports

The Driver report includes details on each driver duty/shift for the parameters selected, including 19 variables, such as: scheduled and actual start and end times, travel distances, number of boardings, types of bookings, and other pertinent duty/shift information. Please see the attached example.

NTD Reports

In early 2019, Spare was asked by DCTA to create a customised NTD report for DCTA's monthly reporting to the National Transit Database of the Federal Transit Administration. Spare then built this report, at no additional cost, for DCTA, making it extremely easy for DCTA to download and send the report every month. Please see the attached example.

10 - Price Proposal

Individual fees are outlined below. The fee schedule has been developed to support the long-term scalability of DCTA's services, as part of the long-term partnership developed by DCTA and Spare.

Base Spare Platform Fees

The base fee for Spare Platform includes annual maintenance, hosting, upgrades, optimization, and 24/7 support.

Description	Mandatory or Optional	Fee
Setup, Training, Configuration and Project Management for implementation of Spare Platform for DCTA, with the following modules: <ul style="list-style-type: none">- Spare Launch and Analyze- Spare Driver app- Spare Rider app- Spare Routing and Pooling Engine- Spare Open API	Mandatory	\$0
Spare Platform annual maintenance, hosting, upgrades, optimization, and 24/7 support	Mandatory	\$10,500 per year
Priority Success Package: <ul style="list-style-type: none">- Customized marketing and design package- Fully managed onboarding and ongoing partner success	Optional	\$119,800 per year DCTA pricing: \$0 per month

Standalone whitelabel rider app	Optional	\$35,000 per year Provided to DCTA at no cost
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Per Dedicated Vehicle Fees

The ongoing fee schedule, outlined below, includes unlimited service hours for vehicles in an on-demand dedicated system and all post-launch optimization and support.

Description	Mandatory or Optional	Ongoing fee
Spare Pooled OnDemand module - Up to 30 Simultaneously Active Vehicles	Optional	\$7,500 per year, per vehicle
Spare Pooled OnDemand module - Each vehicle above 30 Simultaneously Active Vehicles	Optional	\$6,500 per year, per vehicle

Per Trip Non-dedicated Vehicle Brokerage Fees

The ongoing fee schedule, outlined below, includes tiered per trip pricing for trips brokered through Spare Platform where DCTA is paying a per trip fee to the operator, including trips sent over our API to transportation networking and taxi companies.

Description	Mandatory or Optional	Ongoing fee
Spare Pooled OnDemand module - Up to 1,000 trips per month	Optional	\$1,890 per month
Spare Pooled OnDemand module - Each trip above 1,000 trips per month	Optional	\$1.06 per trip

Add-on: Transit App Integration Fees

With this proposal, Spare is also adding in an optional integration to Transit App. The following pricing includes all relevant fees from Spare and Transit App for the integration.

Item	Mandatory or Optional	Fee
Native Integration of Spare Open API in Transit App (recommended approach)	Optional	\$57,000 implementation fee and \$3,700 per month maintenance fee
Deeplink Integration of Spare Open API in Transit App	Optional	\$8,000 implementation fee and \$2,400 per month maintenance fee

Add-on: Turnkey TaaS Operation

The turnkey TaaS operation option gives DCTA the option to have a turnkey operation provided by Spare, including Spare Platform as the software platform and First Transit as the dedicated operator. For pricing of this option, please see the proposal submitted by Spare and First Transit on March 8, 2019, for the DCTA 19-05 RFP.

Optional: Miscellaneous fees

In addition to the charges mentioned in this document, the miscellaneous fees below may apply. Spare will not initiate any miscellaneous fees unless written pre-approval has been provided by DCTA.

Item	Mandatory or Optional	Fee
Travel - Airfare / Ground	Optional	Cost of travel + 10%
Accommodation / Meals	Optional	Cost of accommodation / meals + 10%
Bespoke customization projects	Optional	\$150 per hour
Spare Realize transit simulations for any location	Optional	\$10,000 per report
In-vehicle hardware needed for service	Optional	\$700 per vehicle (pass through cost + 10%)
Spare Pay	Optional	Per transaction pricing to be negotiated based on ticketing integration.
Transactional text messages (SMS)	Optional	Pass Through Cost of SMS + 10%
Voice Calling	Optional	Pass Through Cost of Voice + 10%
Spare Pay IVR	Optional	\$3,900 per year for up to 2,500 trips per month, then \$0.13 per trip above this

Appendices

Appendix A - Meeting Federal Guidelines

Spare fully complies with all United States federal laws, regulations, and guidelines applicable to this bid - including those of the Federal Transit Administration.

Appendix B - Insurance Requirements

Spare fully complies with the Insurance Requirements set out in Solicitation 2005-001 and can provide further details upon request.

Appendix C - References

Please see below.

Appendix D - Example Reports

Please see attached.

Appendix C - References

We love all our customers, and we know them very well. We also know they're often busy! We hope DCTA contacts each and every one of them, however, you are unable to connect with them, please let Spare know, and we will do our best to connect them with DCTA. We know how important references are, and we want to ensure DCTA gets a full perspective of the Spare experience.

DART Project Reference

1401 Pacific Ave, Dallas, TX 75202

Todd Plesko, Vice President of Service Planning and Scheduling, (+1) 214-869-0483 / tplesko@dart.org.

Know Route Project Reference

6-1, Marunouchi 2-Chome, Chiyoda-ku, Tokyo, 100-8086

Nakagawa Kazuaki, Assistant GM, Mobility Services, Mitsubishi Corporation. (+81) 3-3210-6478 / kazuaki.nakagawa@mitsubishicorp.com

Kolumbus Project Reference

Jernbaneveien 9, 4005 Stavanger, Norway

Mathias Molden, Project Manager - Digital Solutions, Kolumbus. (+47) 959 72 005 / mathias.molden@kolumbus.no.

Toyota Project Reference

6565 Headquarters Dr, Plano, TX 75024, United States

For phone reference, contact Becky Martin, Manager, Green Mobility, Toyota North America. (+1) 469-847-2067 / becky.martin@toyota.com.

For written reference, contact Susan Hoff, Chief Strategy, Impact & Operations Officer, United Way of Metropolitan Dallas, (+1) 214-978-0003 / shoff@unitedwaydallas.org.

SouthWest Transit Reference

14405 W 62nd St, Eden Prairie, MN 55346

SouthWest Transit is located in Eden Prairie, just out of Minneapolis. Spare took over SouthWest Transit's On-Demand service in the summer of 2019. SouthWest had used Ridecell for their on-demand service for a number of years before making the switch to Spare. Both Matt and Len would be pleased to speak with DCTA. Len Simich, Chief Executive Officer, 952-974-3101, lsimich@swtransit.org
Matt Fyten, Director of Operations, 952-974-3111, mfyten@swtransit.org

Rogue Valley Transit Agency (RVTD)

239 E. Barnett Road

Medford, Oregon 97501

Spare is currently in the process of launching an on-demand system with RVTD. Although they may not be able to speak about Spare's operations at this point, they would be able to provide some perspective of Spare's training, onboarding, and marketing support. RVTD is located in Medford, Oregon. Paige West, Planning and Strategic Programs Manager, 541-608-2429, pwest@rvtd.org

Star Transit

500 Industrial Blvd,
Terrell, TX 75160

Spare has recently launched operations with Star Transit in Texas. Like RVTB, they could provide some fresh understanding of how the Spare process works, and how we prepare our services for launch. We hope you reach out.

Tommy Henricks, Chief Financial Officer, 469-474-2334, thenricks@startransit.org



Board of Directors Memo

June 25, 2020

SUBJECT: Consider Approval of Fourth Amendment to the City of McKinney MUTD Interlocal Agreement

Background

At the April 23, 2020 board meeting the DCTA Board of Directors approved an extension to the City of McKinney contracted service agreement, originally expiring May 31, 2020, to 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. The MUTD Board of Directors held a meeting on June 17 at which they considered and approved a proposed fourth amendment to the City of McKinney/DCTA ILA through December 31, 2020, inclusive of the cost allocation administrative fee. The proposed fourth amendment and associated exhibit are included as Exhibit 1. For additional background, the original ILA and subsequent amendments are included as Exhibits 4-7.

The proposed fourth amended ILA also includes a programmatic revision. At the April MUTD Board meeting, they received a presentation from Spare Labs, who conducted a rate analysis to propose a new rate structure. As a result, the MUTD Board approved a rate change to a \$3 flat fare for future services. The City of McKinney has included this change in the fourth amended ILA.

In addition to the proposed fourth amendment, the MUTD Board authorized city staff to issue an RFQ for transit services contingent upon the DCTA Board of Directors approval of the fourth Amended ILA and extension. The Resolution discussed and approved at the MUTD meeting and the bid document are attached as Exhibit 3. The bid document is currently titled as request for proposals, however, they are changing this to a request for qualifications.

Financial Impact

All related fees have been incorporated into the new contract terms per Exhibit A in the Proposed Fourth Amendment.

Exhibits

Exhibit 1: Proposed Fourth Amendment to the City of McKinney MUTD ILA

Exhibit 2: MUTD Resolution Approving Fourth Amendment

Exhibit 3: MUTD Resolution Authorizing Issuance of RFQ for Transit Services and Draft RFQ

Exhibit 4: City of McKinney Original ILA

Exhibit 5: City of McKinney Amendment One Fully Executed (2017)

Exhibit 6: City of McKinney Amendment Two Fully Executed (2018)

Exhibit 7: Amendment Three to the City of McKinney MUTD ILA extending the agreement through July 31, 2020

Submitted By:

A handwritten signature in cursive script, appearing to read "L. Baker", is written over a horizontal line.

Lindsey Baker, Director of Government Affairs

Approved By:

A handwritten signature in cursive script, appearing to read "Nicole Recker", is written over a horizontal line.

Nicole Recker, VP of Mobility Services & Administration

STATE OF TEXAS	§	
	§	FOURTH AMENDMENT TO INTERLOCAL
	§	COOPERATION AGREEMENT
COUNTY OF COLLIN	§	

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

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement which was effective on June 1, 2017 (the "Agreement"); and

WHEREAS, the Parties entered into the First Amendment to the Agreement dated October 26, 2017; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement dated February 13, 2018; and

WHEREAS, the Parties entered into the Third Amendment to the Agreement dated May 05, 2020; and

WHEREAS, the Parties desire to enter into this Fourth Amendment to the Agreement to extend the Term of the Agreement for one hundred and fifty (150) days through December 31, 2020, and

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

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

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

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

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

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

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

“2.1 The Term of the Agreement shall be extended through December 31, 2020, unless sooner terminated as provided herein.”

2. That Exhibit A, **Scope of Services for Transit Services, Scope of Services, Taxi Services**, is hereby amended as follows:

Subsection beginning with “Debit Card Issue/Reloading.” is deleted in its entirety and replaced with the following section:

“Taxi Fares. The Parties acknowledge and agree that McKinney has the authority to establish fare formulas and/or rates based upon vehicle, origin, and destination, as determined by the McKinney Urban Transit District (“MUTD”). Such formulas and/or rates shall be subject to change by MUTD during the term of this Agreement. Any such changes shall become effective upon adoption by MUTD unless otherwise stated. McKinney and DCTA agree to work together to ensure that all such changes are effectuated by all relevant parties and/or third-parties immediately upon passage or effective date. The Parties agree to amend this Agreement to reflect such changes should either party request such amendment.”

The following subsection is added to the end of the section entitled: **Scope of Services for Transit Services, Scope of Services, Taxi Services**:

“Operational Service Model. The Parties acknowledge and understand that McKinney has the authority to revise taxi operational service requirements within the City of McKinney, as determined by the MUTD and/or the McKinney City Council. Such operational service requirements are subject to change by MUTD and/or the McKinney City Council. Any such changes shall become effective upon adoption by MUTD and/or the City Council. McKinney and DCTA agree to work together to ensure that any such changes are effectuated by all relevant parties and/or third-parties immediately upon passage or effective date. The Parties agree to amend this Agreement to reflect such changes should either party request such amendment.”

3. That Paragraph 4.1 of Article IV, entitled “**Compensation and Fees**” is hereby amended to read as follows:

“4.1 DCTA shall be compensated as set forth in its Administrative Fee Policy, attached hereto as Exhibit A.

4. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in this Fourth Amendment to the Agreement are inconsistent with the Agreement or First, Second, or Third Amendments, the terms and conditions contained in the Fourth Amendment will be controlling.

EXECUTED this _____ day of _____, 2020.

City of McKinney, Texas

By: _____
Paul Grimes, City Manager

Approved as to form:

By: _____
Mark S. Houser, City Attorney

EXECUTED this _____ day of _____, 2020.

By: _____
Name: _____
Title: _____

Administrative Fee Policy

Section 1: Purpose

The purpose of this policy is to establish guidelines regarding contract service agreements for service provided by DCTA.

Section 2: Policy Statement

DCTA provides public transportation alternatives to improve mobility, air quality, economic development and livability in the areas it serves. DCTA supports utilization of these services through contracts in partnership with Universities, Colleges and with entities outside of the existing member city area but expects reasonable compensation.

Section 3: Administration

Contracts for service delivered to local Universities and Colleges, within member cities must recover a minimum of 75% of total operating and capital costs. Contracts for services delivered outside member cities must recover 100% of total operating and capital costs.

An overhead percentage shall be calculated annually based on DCTA's cost allocation model to determine the percentage of allocated, indirect costs in proportion to direct costs. A three percent (3%) fee shall be added to this overhead percentage for all contract services delivered outside member cities. This calculated overhead percentage, plus 3%, shall be used as the Administrative Fee added to direct costs. In no case shall the Administrative Fee be less than 60% without prior approval of the DCTA Board of Directors.

The President/CEO or designee is authorized to implement this policy and to issue more detailed procedures to facilitate implementation of the policy as needed. All agreements developed under this policy and any proposed deviations from this policy will be brought to the Board for prior review and approval.

RESOLUTION NO. 2020-__-__ (MUTD)

A RESOLUTION OF THE MCKINNEY URBAN TRANSIT DISTRICT BOARD AUTHORIZING THE CITY MANAGER TO EXTEND THE INTERLOCAL AGREEMENT BETWEEN DENTON COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF MCKINNEY; AND AUTHORIZE STAFF TO TAKE NECESSARY ACTION TO IMPLEMENT FLAT FARE

- WHEREAS**, the City of McKinney has an inter-local agreement in place with Denton County Transit Authority (DCTA) for transit operations that expired May 1, 2020 and has been extended until July 31, 2020; and
- WHEREAS**, the DCTA has determined an increase in administrative cost is warranted between the City of McKinney and DCTA; and
- WHEREAS**, The MUTD Board approved a \$3 flat fare for taxi service on April 15, 2020, and implementation of the \$3 flat rate fare is limited by the current Irving Holdings task order; and
- WHEREAS**, there is a need for continuity in transit operations to ensure adequate transit service and maintain quality of life in our community.

NOW, THEREFORE, BE IT RESOLVED BY THE MCKINNEY URBAN TRANSIT DISTRICT BOARD, THAT:

- Section 1. Staff is hereby authorized to seek extension of the ILA from August 1, 2020 until December 31, 2020 under the new fee structure provided by DCTA, and amend the Irving Holdings task order as needed to implement the flat fare structure.
- Section 2. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND APPROVED BY THE MCKINNEY URBAN TRANSIT DISTRICT BOARD ON THE 17 DAY OF JUNE, 2020.

McKINNEY URBAN TRANSIT DISTRICT

Chairman

ATTEST:

Secretary

RESOLUTION NO. 2020-__-__ (MUTD)

A RESOLUTION OF THE MCKINNEY URBAN TRANSIT DISTRICT BOARD AUTHORIZING STAFF TO ISSUE A REQUEST FOR QUALIFICATIONS FOR TRANSIT OPERATIONS

WHEREAS, the City of McKinney has an Interlocal Agreement in place, (Amendment Three) with Denton County Transportation Authority (DCTA) for transit operations that expired May 1, 2020 and has been extended until July 31, 2020; and

WHEREAS, the DCTA Board has final decision to approve or deny the extension request from August 1, 2020 to December 31, 2020; and

WHEREAS, there is a need for continuity in transit operations to ensure adequate transit service and maintain quality of life in our community.

NOW, THEREFORE, BE IT RESOLVED BY THE MCKINNEY URBAN TRANSIT DISTRICT BOARD, THAT:

Section 1. If extension of ILA is not approved, staff is authorized to submit a Request for Qualifications for transit operations.

Section 2. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND APPROVED BY THE MCKINNEY URBAN TRANSIT DISTRICT BOARD ON THE 17th DAY OF JUNE, 2020.

McKINNEY URBAN TRANSIT DISTRICT

Chairman

ATTEST:

Secretary

CITY OF MCKINNEY



REQUEST FOR PROPOSAL

City of McKinney exclusively uses IonWave Technologies, Inc. ([McKinney eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of McKinney accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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LEGAL NOTICE

City of McKinney, Texas Advertisement for Proposals

The City of McKinney Urban Transit District (MUTD) is seeking proposals from qualified firms ("Respondents") who can demonstrate they have the resources, experience, and qualifications to provide transportation services for eligible riders in Collin County, Texas. Specifications for this project may be obtained on our eBid system @ <https://mckinney.ionwave.net>.

Proposal openings will be broadcast via video conference meeting hosted inside City Hall Council Chambers located at 222 N Tennessee Street. Vendors are strongly encouraged to attend virtually versus in-person by following the meeting details outlined in the bid specifications. Respondent's name will be read aloud in the City Council Chambers, at the address below, shortly after the specified time for delivery.

Proposers are encouraged to use the online submittal option. First-time users should consider submitting their proposals early to ensure receipt. The city's eBid partner is IonWave and technical support is offered by calling 866-277-2645 x4 or email support@ionwave.net. Hard copy submittals must be clearly addressed to Procurement Services and include the RFP name and number on the outside of the envelope/package.

Proposal Deliveries: The City of McKinney can not guarantee, due to internal mail delivery procedures, that any bids/proposals sent priority mail will be picked up from the post office by city mail employees and delivered to Procurement Services by the closing date and time. It is recommended that bid/proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Bidder shall bear full responsibility for ensuring that the bid/proposal is delivered to the specified location by due date and time.*** Late bids will be rejected as non-responsive.

PROPOSAL NAME:	City of McKinney Urban Transit District Services
PROPOSAL NO.:	20-43RFP
DUE DATE/TIME:	2:00 p.m., July 15, 2020
MAIL OR DELIVER TO:	City of McKinney City Hall 222 N. Tennessee Street McKinney, Texas 75069

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

This publication can be made available upon request in alternative formats, such as, Braille, large print, audiotape or computer disk. Requests can be made by calling 972-547-2694 (Voice) or email contact-adacompliance@mckinneytexas.org Please allow at least 48 hours for your request to be processed.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: June 21, 2020
Second Publication: June 28, 2020

GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

I. RESPONSES

- A. PROPOSALS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper proposals, if received by the due date and time at the location specified in the legal notice. Paper proposals submitted to the office of the Procurement Services Manager shall be a minimum of one (1) original and one (1) copy which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such.
- B. AUTHORIZED SIGNATURES – The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.
- C. LATE PROPOSALS – Proposals must be in the office of the City Purchasing Manager before or at the specified time and date proposals are due. Proposals received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive proposals.
- D. WITHDRAWAL OF PROPOSALS PRIOR TO OPENING – A proposal may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager.
- E. WITHDRAWAL OF PROPOSALS AFTER OPENING – A proposal may not be withdrawn or cancelled by the vendor for a period of sixty (60) days following the date and time designated for the receipt of proposals unless otherwise stated in the request for proposals and/or specifications.
- F. PROPOSAL AMOUNTS – Proposals should show net prices, extensions and net total where applicable. In case of conflict between unit price and extension, the unit price will govern.
- G. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.
- H. AWARDS – The City reserves the right to be the sole judge as to whether such items proposed will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the City. Award of contract shall be made to the most responsible, responsive offeror whose negotiated best and final offer is determined to be the best value offer, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals.

- I. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the proposal price. Vendor may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.
- J. ADDENDA - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than seventy-two (72) hours prior to opening. Addenda will be distributed to all known recipients of proposal documents. Vendors shall acknowledge receipt of all addenda with submission of proposal.
- K. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- L. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance if, insurance coverage is required in these specifications, will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.
- M. RESPONSIVENESS – A responsive proposal shall substantially conform to, or exceed, the minimum requirements of this Request for Proposal. Offers containing any clause that would limit contracting authority shall be considered non-responsive. Example of proposals that would limit contracting authority is one made contingent upon award of other offers currently under consideration.
- N. RESPONSIBLE STANDING OF OFFEROR – To be considered for award, offeror must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.
- O. PROPRIETARY DATA – Offeror may, by written request, indicate as confidential any portion(s) of a proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a proposal unless directed otherwise by legal authority including existing Open Records Acts.
- P. PUBLIC OPENING – Offerors are invited to be present for acknowledgement of proposals. Proposals duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing offerors through the negotiation process. After the official public opening, a period of not less than one week is necessary to evaluate proposals. The amount of time necessary for proposal evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all proposals submitted are available for public review.

Q. WAIVER OF CLAIMS - Each Offeror by submission of a response to this RFP waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the RFP process, the RFP evaluation, and the critique and selection of qualified Respondents. Submission of a proposal indicates the Offeror's and Respondent's acceptance of the evaluation technique set out in this Proposal. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Texas law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

II. PERFORMANCE

- A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices.
- B. AGE AND MANUFACTURE – All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.
- D. DELIVERY SCHEDULE – Delivery may be an important consideration in the evaluation of the proposal. The maximum number of days necessary for delivery ARO shall be stated in the proposal.
- E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on purchase order, as necessary to perform contract shall be included in the proposed price.
- F. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the proposed price. Unless otherwise stated, at minimum, basic installation and set-up will be required.
- G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.
- H. STORAGE – Offeror agrees to provide storage of custom ordered materials, if requested, not to exceed thirty (30) calendar days.
- I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

- J. **PATENTS AND COPYRIGHTS** – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. **SAMPLES, DEMONSTRATIONS AND TESTING** – At the City's request and direction, offeror shall provide product samples and/or testing of proposed items. Samples, demonstrations and/or testing may be requested at any point prior to or following award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the offeror/vendor.
- L. **ACCEPTABILITY** – All articles enumerated in the proposal shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the contract specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to contract specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

III. PURCHASE ORDERS AND PAYMENT

- A. **PURCHASE ORDERS** – A purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. **INVOICES** – All invoices shall reference the Purchase Order number. Invoices shall provide a detailed description for each item invoiced. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the procurement services.
- C. **FUNDING** – The City of McKinney is operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available. The MUTD funds the Collin County Transit Program with federal grants, state grants, and local match dollars.

IV. CONTRACT

- A. **CONTRACT DEFINITION** – The General Conditions of Bidding and Terms of Contract, Specifications, Proposal, Addenda, Negotiated Changes and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when accepted by the City, shall constitute a contract equally binding between the successful offeror and the City of McKinney.
- B. **CONTRACT AGREEMENT** – Once a contract is awarded, agreed upon prices shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a period mutually agreed to by both parties. The initial contract term will run from August 1, 2020 until September 30, 2021, and shall automatically renew for two successive one year terms upon the mutual written agreement of the parties.
- C. **CONTRACT TERMINATION** – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

- D. **CHANGE ORDER** – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.
- E. **NEGOTIATION** – The City of McKinney may elect to negotiate a contract with the selected offeror(s). Any and all verbal communications and/or commitments made during the negotiation process that are deemed agreeable to both the City and selected offeror shall be submitted in written form and made part of the resulting contract. Although the City of McKinney reserves the right to negotiate, contract award may be made on the basis of initial proposals received without discussions. Therefore, initial proposals will contain the offeror's best terms.
- F. **PRICE REDETERMINATION** – A price redetermination may be considered by the City of McKinney only at the anniversary dates of multiple year contracts. Request for price redetermination shall be in written form and include written documentation from third party source of increase, substantiating cost increase. City of McKinney reserves the right to approve or disapprove any request as it deems to be in the best interest of the City. A vendor's history of honoring contracts at the awarded price will be an important consideration in evaluating lowest and best value proposal. Any adjustment in pricing must be presented to the City of McKinney at least ninety (90) days prior to the expiration or renewal of the current agreement.
- G. **TERMINATION FOR DEFAULT** – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- H. **TRANSITIONAL PERIOD** – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- I. **INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS** – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. **INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE** – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Successful vendor shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.

- K. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas local government code.
- L. **DISCLOSURE OF CERTAIN RELATIONSHIPS** – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- M. ETHICAL BEHAVIOR - The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.
- N. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- O. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- P. VENUE — This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- Q. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- R. SILENCE OF SPECIFICATIONS – The apparent silence of specifications as to any 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.
- S. BOYCOTTING OF ISRAEL - In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:
 - (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

INSURANCE REQUIREMENTS

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

20-43RFP City of McKinney Urban Transit District Services
City of McKinney
Procurement Services
PO Box 517
McKinney, TX 75070
Or you may email to: ebid@mckinneytexas.org

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of McKinney.

- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
 4. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least ten (10) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for nonpayment of premium or by vendor for any reason.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.
- D. The vendor shall notify CITY in writing at least thirty (30) days prior to vendor cancelling or making any material change to any coverage(s) provided in, or through, the insurance policies required under this Section VIII. Failure by Vendor to provide CITY the notice required hereunder may, in the sole discretion of CITY, be deemed as a material breach of agreement.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(Required by Awarded Vendor(s) Only)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City of McKinney.

The City of McKinney must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City of McKinney.

Form Availability:

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

MINIMUM REQUIREMENTS

I. INTRODUCTION

The City of McKinney Urban Transit District (MUTD) is currently seeking proposals from qualified firms (“Respondents”) who can demonstrate they have the resources, experience, and qualifications to provide transportation services for eligible riders in Collin County, Texas for scheduled and “on demand” bus and micro-transit trips.

A virtual pre-proposal conference will be held online. This link will be posted online at <https://www.mckinneytexas.org/1944/Transit-Services>. All prospective offerors are strongly recommended to have a representative present. It is the offeror’s responsibility to examine the site and documents to gain a full understanding of the requirements of the RFP.

Service must be available August 1, 2020. The MUTD is the primary regional transit provider for Collin County, offering transit service from Celina, Lowry Crossing, McKinney, Melissa, Princeton and Prosper to the greater Collin County area. MUTD manages the Collin County Transit Program (CCT) which operates a demand response bus service and micro-transit taxi program within Collin County limits. This service is available to low-income persons, persons with disabilities, and those ages 65 years and older. MUTD’s services will also provide a link to Parker Road Station in Plano. The agency’s top priority is providing service that enables customers to access regional destinations, a critical transportation need since there are approximately over 10,000 trips occurring each day between the municipalities within the service area.

Some but not all passengers may have special mobility needs. Respondents are encouraged to propose alternative means of compliance with the requirements of the RFP as long as they do not compromise the service quality of the program or violate MUTD’s underlying obligations to Federal Transit Administration (FTA). Respondents must ensure total compliance with all operations and reporting requirements set by FTA.

In FY2020, MUTD utilized Denton County Transit Authority (DCTA) and Irving Holdings to provide transportation for scheduled and “on demand” trips in the designated service area (see Exhibit A labeled “MUTD Service Area Map”).

The following summarized statistics below are estimated number of trips that were provided by the transportation providers:

	Bus Trips	Taxi Trips
Total # of Trips by Transportation Providers	1322	9065

Services are on an as-needed basis only and will have no guaranteed minimum usage.

II. SCOPE OF SERVICES

CCT is an affordable transit alternative for low-income persons, persons with disabilities, and those ages 65 years and older to travel within Collin County. The scope of services covers the requirements for the Contractor to provide specialized transportation services and vehicle maintenance for the MUTD CCT program that are residents of Celina, Lowry Crossing,

McKinney, Melissa, Princeton or Prosper and available to eligible riders who are residing within the MUTD service area. The MUTD will provide service vehicles.

Contractor services shall include, but are not limited to the following:

- a. Provide a trip that must begin or end in one of the MUTD member cities. The service area is Collin County, allowing connection to Dallas Area Rapid Transit (DART) at Parker Road Station. See Exhibit A labeled "MUTD Service Area Map".
- b. Provide transit service that meets the need of the community.
- c. Provide scheduling services for eligible riders and routing manifest for operators.
- d. Provide monthly reports to City of McKinney Transit Administrator to facilitate compliance reporting.
- e. Provide prompt and courteous service to all eligible riders.
- f. Provide transit operators that are in compliance with all applicable local, state, and federal regulations.
- g. Provide management and maintain operations for the operators and vehicles.
- h. The Contractor shall inform Transit Administrator within 24 hours or by the next business day, whichever is earlier, of any rider complaints or incidents that occurred during transport.
- i. Provide immediate communication to the City Transit Administrator of any accident that occur while the vehicle has a rider onboard.
- j. The Contractor must maintain the confidentiality of each rider's name, trip cost and address and will not provide that information to any person except as required for operations or as required by law.
- k. The Contractor must conduct preventative maintenance in accordance with the vehicle manufacturer's recommended schedule and bill the MUTD accordingly.
- l. The Contractor must conduct preventative maintenance on ADA accessible features in accordance with the manufacturer's recommended schedule and bill the MUTD accordingly.

III. BUDGET

The CCT program will provide transit to riders for a \$3 (three-dollar U.S. currency) fare inside the service area and \$5 (five-dollar U.S. currency) outside the service area. The MUTD must be billed monthly for the difference between the cost of each ride and the fare collected by the contractor. The Contractor and MUTD shall participate in the ongoing review of system-wide financial conditions and the selection of any mid-course corrective actions as needed.

The MUTD FY20 budget has \$632,284.00 remaining from a beginning balance of \$1,076,768.00.

The MUTD is funded by FTA grants, TXDOT grants, and local match dollars. For FY21 the MUTD will receive:

- \$8.8 Million in FTA CARES Act funding, with no lapse date on funds; and
- \$437,036 in TXDOT funding, which expires August 31, 2021.

IV. PROPOSAL REQUIREMENTS

The City requests responses to be submitted electronically on the City's eBid system. Responses shall be submitted in one PDF file divided into sections for each item below. Additional information on each section may be included and attached if necessary.

Responses shall include the following items in order:

Section 1 – Executive Summary

In the executive summary, the Respondent shall provide:

- a. Table of Contents - A master table of contents of the entire proposal.
- b. A concise narrative summary of the entire proposal, including a highlight of any key or unique features, excluding cost/price. The salient features should tie in with the stated evaluation factors. Summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal.

Section 2 – Company Profile

This section will describe the company, the fleet, and the dispatch services to be offered.

- a. Provide a company profile to include but not limited to:
 1. Length of time you have been providing proposed service(s) described in this document;
 2. Job titles of all key personnel and their expertise;
 3. Include a descriptive background of your company's history;
 4. Principal business location and any other service locations;
 5. Number of locations and where proposed product/services are in use.
- b. Describe the size and type of total fleet. Include information regarding the minimum number of taxicabs available at all times and their primary service area, and the locations of the taxicabs to be used for this program and their proximity to the MUTD.

Section 3 – Technical Response

The technical response section will address the company's operations and work history. All vehicles and operators shall meet the federal, state, and local requirements. The successful offeror will be responsible for monitoring the City's ordinances and ensuring compliance with the most current version of the ordinance. Include the relevant information as outlined below and any additional information that will assist the MUTD in evaluating the Respondent's proposal.

Provide the following:

- a. Provide information about the certification process and insurance for the taxi company's drivers and vehicles.

- b. Describe the procedures for background checks, defensive driving courses, driver training, and licensure and violations monitoring, etc. The company shall provide all insurance for the vehicles, drivers, and passengers. Proof of insurance shall be required prior to award of the contract.
- c. Describe the company's dispatch capabilities and the physical location of the operations center where calls will be taken, and rides scheduled.
- d. Describe the priority of scheduling for trips for riders participating in the program; the availability of standing reservations and guaranteed pick-up times; and response times for non-scheduled trips.
- e. Describe the notification procedure that will be used if the driver will be late.
- f. Explain how the taxi company will handle payment of fares.
- g. Provide the service hours of the taxi company. Will rides be provided only during specific times or will they be provided 24 hours/7 days per week?
- h. Describe how the taxi company will handle return trips for participants for whom they have provided an outbound trip.
- i. Describe how the taxi company will handle group trips so that multiple people traveling to and from the same pick-up location and drop-off location only pay one fare. How many people may travel as part of a group trip?
- j. Describe the company's accident notification procedure.

For Billing Procedures and Data Reporting:

- k. Provide details regarding the taxi company's billing procedure, and how monthly payment requests will be sent to the MUTD.
- l. Describe how the taxi company will provide the MUTD with access to trip logs and other records.
- m. Explain how the taxi company will collect data to provide to the City about who is using the service.

For Work History – Contractor must have verifiable experience in providing transit operations services. Submit a minimum of three (3) references for government or corporate contracts within the past five years that are of similar scope to the requirements herein. Preference will be given to offerors who have experience with transportations of seniors. Provide current contact information for each (name, phone, email) and a narrative description of nature and scope of work, including information about the client base, frequency of trips, and approximate value of the contract.

- n. Provide work history and references as outlined above.
- o. Provide a report of on-time performance, if available.

Section 4 – Fee Schedule

- a. Contractor shall submit a schedule of fees in this section. Include a statement of minimum trip charge (if any), which will be used to evaluate the cost to the MUTD.

Section 5 – Financial Capacity

Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements, please include a copy with your proposal.

Section 6 – Exceptions

Any alternatives or exceptions to this RFP must be submitted with the RFP submission labeled as such. The respondent shall comply with the requirements as outlined in this RFP. All forms within this solicitation are to be completed in their entirety and submitted according to the requirements.

V. EVALUATION CRITERIA AND FACTORS

Award of contract shall be made to the most responsible, responsive offeror whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals below.

The evaluation criteria will be grouped into point factors as follows:

- 25 Points - Contractor's ability to satisfy the deliverables listed in the scope of services
- 25 Points - Capability of providing the services in a cost-effective manner within the available budget (schedule of fees)
- 25 Points – Contractor Interview
- 25 Points - Contractor's financial capacity to provide the services
- 25 Points – Contractor Technical Response (Operations and Work History)

The City reserves the right to reject any and all proposals and is under no obligation to award a Contract. The City reserves the right to negotiate a contract with the highest evaluated proposer as determined by the review committee. Should negotiations with the highest evaluated proposer not produce an acceptable contract, the City reserves the right to begin negotiations with the second highest evaluated proposer, and so on, until an acceptable contract is negotiated, or to break off negotiations with all firms and not award a contract. The responsibility for the final selection and award of a contract rest solely with the City Council of the City of McKinney. The City shall not be liable to any proposer for costs associated with responding to this RFP, for proposer's participation in any oral interview, or any cost associated with negotiations.

VI. QUESTIONS

All questions regarding the meaning or intent of these documents shall be submitted by email to, the Questions tab related to this project, 20-43RFP, on the City of McKinney's eBid system at <https://mckinney.ionwave.net>. The City of McKinney, as it determines necessary for interpretation or clarification, will respond to such questions through written addenda. Formal written addenda will be published and made available through the City's eBid system at <https://mckinney.ionwave.net>. No other interpretations or clarifications shall have legal effect.

PROPOSAL FORM
SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes _____ No _____

The undersigned agrees, if the best and final proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposals, General Conditions, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to propose or not to propose thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name of Signator
City, State and Zip	Title of Signator
Telephone No.	Mobile No.
E-mail Address	Date Signed

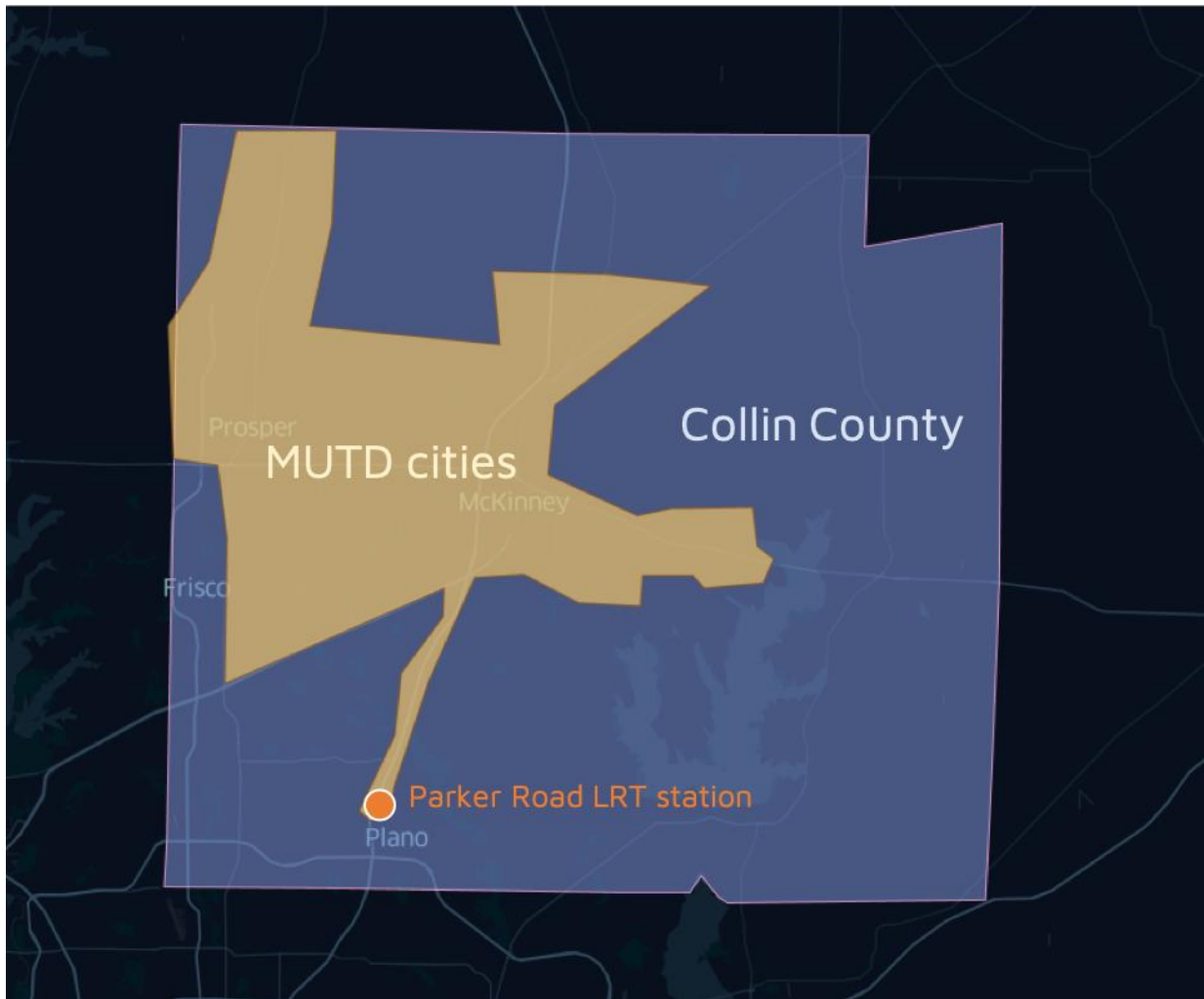
If not the same as above, indicate the city and state that your principal place of business is located:

Acknowledgment of Addenda (if any):

Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____

EXHIBIT A

MUTD Service Area Map



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

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

RECITALS

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

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

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

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

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

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

Article I
Purpose of Trips; Eligibility

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

Article II Term

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

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

Article III Services

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

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

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

Article IV Compensation and Fees

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

Article V Insurance

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

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

Article VI Liability

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

Article VII Miscellaneous

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

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

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

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

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

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

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

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

If intended for DCTA:

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

With Copy to:

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

If intended for McKinney:

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

With Copy to:

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

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

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

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

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

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

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

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

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

(Signature to Follow)

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

Denton County Transportation Authority

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

Date: 15 May 2017

Approved as to form:

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

City of McKinney, Texas

By: Paul Grimes
Paul Grimes, City Manager

Date: 5/15/17

Approved as to form:

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

Exhibit A
Scope of Services for Transit Services

Overall Intent

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

Program Management

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

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

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

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

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

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

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

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

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

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

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

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

Compensation

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

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

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

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

Exhibit B
Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS

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

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

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

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

Exhibit B
Insurance Requirements

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

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

INTERLOCAL COOPERATION AGREEMENT AMENDMENT

This amendment is made to that agreement previously executed by and between Denton County Transportation Authority ("DCTA") and the City of McKinney, Texas ("McKinney"). It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

1. To Exhibit A, Section Program Management, Subsection Taxi Services, Subsubsection Taxi Services, effective October 1, 2017, add the following: "... and Saturday between 8 a.m. – 6 p.m."
2. To Exhibit A, Section Program Management, Subsection DCTA Operated Vehicles, Subsubsection Dispatch, effective October 1, 2017, add the following: "... and Saturday between the hours of 8 a.m. – 6 p.m."

All other terms and conditions that are not hereby amended are to remain in full force and effect.

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

Denton County Transportation Authority

By:



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

Date:

26 October 2017

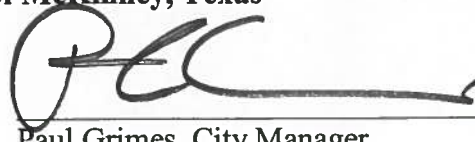
Approved as to form:

By:


Peter G. Smith, General Counsel
(05-11-17/85878)

City of McKinney, Texas

By:



Paul Grimes, City Manager

Date:

10/18/17

Approved as to form:

By:



Mark S. Houser, City Attorney

**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN CITY OF MCKINNEY, TEXAS AND
DENTON COUNTY TRANSPORTATION AUTHORITY FOR
LIMITED PUBLIC TRANSPORTATION SERVICES**

This Second Amendment to the Interlocal Cooperation Agreement for limited public transportation services (“Second Amendment”) is entered into by and between the City of McKinney (“City”) and the Denton County Transportation Authority (“DCTA”) (collectively the “Parties” or “parties” or individually referred to as the “Party” or “party”), and this Second Amendment shall be effective on the date it is executed by all Parties hereto (“Effective Date”).

R E C I T A L S

WHEREAS, the Parties entered into that certain Interlocal Cooperation Agreement for limited public transportation services for the McKinney Urban Transit District (“MUTD”) dated May 15, 2017, and thereafter amended the Agreement on September 28, 2017, to provide for the addition of Saturday service (referred to collectively as the “Agreement”); and

WHEREAS, pursuant to the Agreement, DCTA agreed to provide limited public transportation services to eligible passengers as established by the McKinney Urban Transit District Board (“Board”) to the McKinney Urbanized Area (“MUZA”) whose members include the cities of McKinney, Celina, Princeton, Prosper, Melissa, Lowry Crossing, and Collin County; and

WHEREAS, the Parties desire to amend the Agreement to add provisions required by the Federal Transit Administration (“FTA”) to comply with federal contracting guidelines; and

WHEREAS, the Parties also desire to amend the Agreement to clarify DCTA’s scope of services for two (2) 2014 Glaval Titan LF buses (“Buses”) for the purpose of public transportation services for the MUTD.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. All of the above Recitals are found to be true and correct and are incorporated into the body of this Second Amendment by reference as if copied in their entirety herein.

Section 2. Unless specifically amended herein, all provisions of the Agreement shall continue in full force and effect.

Section 3. Paragraph 1.1 of Article I, entitled “Purpose of Trips; Eligibility,” of the Agreement, is hereby amended and replaced in its entirety with the following paragraph to read as follows:

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

Section 4. Paragraph 3.1 of Article III, entitled “Services,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“3.1 DCTA shall provide the Transit Services as set forth in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 5. Paragraph No. 3.2, entitled “Compliance with Americans with Disabilities and Other Laws,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“3.2 Compliance with Americans with Disabilities and Other Laws. DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, the requirements of the Americans with Disabilities Act, as amended, in providing the Transit Services. In addition, DCTA acknowledges and understands that it is responsible for complying with, and agrees to comply with, all other federal, state and local laws, statutes, ordinances, regulations and policies, as they exist now or may be amended in the future, applicable to DCTA and the Transit Services provided under this Agreement specifically including, but not limited to the provisions and compliance documentation identified in Exhibit “C” to this Agreement. DCTA shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of DCTA comply with all applicable laws, statutes, ordinances, regulations and policies.”

Section 6. Paragraph 4.1 of Article IV, entitled “Compensation and Fees,” of the Agreement is hereby amended and replaced in its entirety with the following paragraph to read as follows:

“4.1 DCTA shall be compensated as set forth in Exhibit “A,” as previously amended, and as further modified, amended and supplemented by Exhibits “C” and “D” of this Agreement.”

Section 7. The Agreement is hereby amended by adding a new Exhibit “C” entitled “Required FTA Clauses and Compliance Documentation” together with Attachment “A” to Exhibit “C,”

Attachment "A.1" to Exhibit "C," Attachment "B" to Exhibit "C," and Attachment "B.1" to Exhibit "C" to the Agreement, which Exhibit "C" and Attachment "A" to Exhibit "C," Attachment "A.1" to Exhibit "C," Attachment "B" to Exhibit "C," and Attachment "B.1" to Exhibit "C" are attached hereto and incorporated herein by reference for all purposes allowed by law.

Section 8. The Agreement is hereby further amended by adding a new Exhibit "D" entitled "Scope of Services for Buses" to the Agreement, which Exhibit "D" is attached hereto and incorporated herein by reference for all purposes allowed by law.

Section 9. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement.

Section 10. The Parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Agreement and acknowledge and agree that the Agreement remains in full force and effect except as specifically amended hereby.

Section 11. To the extent that any provision contained in this Second Amendment conflicts with the Agreement, the provision contained in this Second Amendment shall supersede such conflicting provisions contained in the Agreement.

Section 12. This Second Amendment and the Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This Second Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Section 13. The individuals executing this Second Amendment on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Second Amendment to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Second Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Second Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

Section 14. This Second Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Second Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[Signatures begin on following page.]

EXECUTED to be effective on the date of the last Party to sign the Agreement, as indicated below.

CITY OF MCKINNEY

By: _____

PAUL G. GRIMES
City Manager

Date Signed: 1/19/18

ATTEST:

Sandy Hart 1/22/18
SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary



APPROVED AS TO FORM:

Mark S. Houser
MARK S. HOUSER
City Attorney

**DENTON COUNTY TRANSPORTATION
AUTHORITY**

By: _____

JAMES C. CLINE, JR., P.E.
President

Date Signed: 13 February 2018

APPROVED AS TO FORM:

Peter G. Smith
FOR PETER G. SMITH
General Counsel

Exhibit C
Required FTA Clauses and Compliance Documentation

For the purposes of this Exhibit C, only, the word “Purchaser” shall mean and refer to City of McKinney or City and the word “Contractor” shall mean and refer to Denton County Transportation Authority or DCTA.

1. No Obligation by the Federal Government

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements and Related Acts

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, “Program Fraud Civil Remedies, “49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18

U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extend the Federal Government deems appropriate.

- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Records

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R 633.17 to provide the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, define at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, define at 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R 19.48, Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (define at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit or inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- g. FTA does not require the inclusion of the above Access to Records requirements in subcontracts.

4. Federal Changes

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

5. Civil Rights

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

- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 - The following equal employment opportunity requirements apply to the underlying contract: et seq 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R.

Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

6. Incorporation of FTA Terms

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 Purchaser requests which would cause Purchaser to be in violation of the FTA terms and conditions.

7. Energy Conservation

- a. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Privacy Act

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:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction 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.

- b. 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.

9. Termination Clause

- a. If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Purchaser 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. The Contractor and its sureties shall be liable for any damage to Purchaser resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Purchaser in completing the work.

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

- i. 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: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- ii. The contractor, within [10] days from the beginning of any delay, notifies the Purchaser in writing of the causes of delay. If in the judgment of the Purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the Purchaser shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

10. Debarment and Suspension

- a. Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision through Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that contractors and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract

or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. The Purchaser does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into. The Contractor and its subcontractors shall comply with special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Attachment A.

11. Buy America

- a. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60% domestic content.

12. Provisions for Resolution of Disputes, Breaches, or other Litigation

- a. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

13. Lobbying

- a. The Contractor of these funds is prohibited from using monies for lobbying purposes; the Contractor shall comply with the special provision "Lobbying," which provision is included as Attachment "B" to this Exhibit "C" to the Agreement. The Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

14. Clean Air Requirements

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

15. Clean Water Requirements

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. Non-construction Employee Protection (Contact Work Hours and Safety Standards Act)

- a. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10

for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages – The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

17. Transit Employee Protective Arrangements

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

18. Charter Service Operations

- a. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

19. School Bus Operations

- a. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the

transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

20. Drug and Alcohol Testing

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety sensitive function on the recipient's behalf (usually sub-recipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

- a. Drug and Alcohol Testing Option 1 - The contractor agrees to participate in the Purchaser's drug and alcohol program established in compliance with 49 CFR 653 and 654.
- b. Drug and Alcohol Testing Option 2 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City of McKinney, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before the 15th day of January, 2018, and to submit the Management Information System (MIS) reports before the 15th day of January, 2019, to Anthony Cao, in his/her capacity as Transit Administrator of the City of McKinney, Texas, at 406 N. Tennessee, McKinney, Texas, 75069. To certify compliance the contractor shall use the "Substance Abuse Certifications: in the "Annual List of Certifications and

Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

- c. Drug and Alcohol Testing Option 3 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the City of McKinney to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before the ___ day of ___, 20___, and to submit the Management Information System (MIS) reports before the ___ day of ___, 20___, to ___, in his/her capacity as ___ of the City of McKinney, Texas, at ___, McKinney, Texas, _____. To certify compliance, the contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before the ___ day of ___, 20___, a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt _____ as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before the ___ day of ___, 20___, a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: _____ (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

21. Disadvantaged Business Enterprise

- a. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in the 49 C.F.R., Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part which federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R., Part 26, exclusive of Subpart D, apply to this agreement. The Purchaser and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in the 49 C.F.R., Part 26, Subpart A, have the maximum opportunity to participate in the performance on contracts and subcontracts financed in whole in part with federal funds provided under this agreement. In this regard, the Purchaser and its subcontractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26, exclusive of Subpart D, to ensure that

Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The Purchaser and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

22. Recycled Products

The Recycled Products requirements apply to all procurement actions involving items designated by the EPA in their "Comprehensive Procurement Guideline for Products Containing Recovered Materials". The RCRA directs the procuring agency, for purchases over \$10,000 or more, to specify a competitive preference for products containing these recycled products. FTA has developed the following language:

- a. Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

23. Americans with Disabilities Act

- a. The Contractor must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and US DOT/FTA implementing regulations.

**Attachment A to Exhibit C
Debarment Certification**

**Certification Requirements for Recipients of Grants and Cooperative Agreements
Regarding Debarment and Suspension**

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. The City of McKinney has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily, excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or any explanation may disqualify that person from participating in the project.

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

The City of McKinney requires each potential contractor, subgrantee, or subrecipient for a third-party contract to complete the certification in Attachment A.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

Certification Information

This certification is to be used by contractors pursuant to 49 C.F.R. 29 when any of the following occur:

- Any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- Any procurement contract for goods or services when the estimated cost is \$25,000 or more
- Any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee or grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**Attachment A.1 to Exhibit C
Certification**

**Lower Tier Participation Debarment Certification
(Negotiated Contracts)**

_____, the undersigned Certifying Official,
being duly sworn or under penalty of perjury under the laws of the United States. Certifies that
neither _____, (the "Lower Tier Participant") nor
its principals are presently:

- Debarred, suspended, proposed for debarment
- Declared ineligible
- Or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified Lower Tier Participant is unable to certify to any of the above statements in this certification, the prospective Lower Tier Participant shall indicate below to whom the exceptions applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Name: _____

Title: _____

Date: _____

**Attachment B to Exhibit C
Lobbying Certification**

Restrictions on Lobbying

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, the City of McKinney requires its subcontractors of that grant to file a certification, set for in Attachment B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with the City of McKinney a disclosure form, set forth in Attachment B.1, if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

Attachment B.1 to Exhibit C

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 any federal 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 influencing or attempting to influence 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients 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 the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature

Name: _____

Title: _____

Agency: _____

Date: _____

Exhibit D
Scope of Services for Buses

Overall Intent

The intent of this agreement is for DCTA to provide or cause to be provided bus services utilizing Glaval Titan II LF buses for residents deemed eligible by the McKinney Urban Transit District ("MUTD") through a contract with the City of McKinney acting on behalf of the MUTD. DCTA will provide bus service, maintenance and program compliance. This exhibit establishes a framework for the services to be provided by DCTA. Changes required to meet the needs of the program may be made by mutual written agreement of the DCTA President and the City Manager or their designee.

Bus Management

Overall Bus Management. DCTA will be responsible for the overall management and maintenance of the buses and the successful delivery of the services within this Scope of Services.

Budget Management. DCTA will track service costs to ensure the budgeted funds will be sustainable. Service cost reporting and all requested backup shall be made available to the City on a monthly basis. Service cost reporting for each monthly period shall be submitted with the monthly DCTA invoice.

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

Customer Service. DCTA will provide a phone number and electronic access for the receipt of customer requests.

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

Trip Dispatch. DCTA will provide dispatch services during normal operating hours.

Fare. If applicable, passengers will pay a fare established by the City for their trip.

Reporting. DCTA will provide reports relating to bus operations.

Compensation

Bus Management. Bus management will be compensated by a rate agreed upon by the City and DCTA on an annual basis.

Invoicing. DCTA will invoice the City of McKinney monthly for the provision of bus maintenance and transportation services as defined above.

STATE OF TEXAS	§	
	§	THIRD AMENDMENT TO INTERLOCAL
	§	COOPERATION AGREEMENT
COUNTY OF DENTON	§	

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

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement which was effective on June 1, 2017 (the "Agreement"); and

WHEREAS, the Parties entered into the First Amendment to the Agreement dated October 26, 2017; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement dated February 13, 2018; and

WHEREAS, the Parties desire to enter into this Third Amendment to the Agreement to extend the Term of the Agreement for sixty (60) days through July 31, 2020, and

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

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

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

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

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

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

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

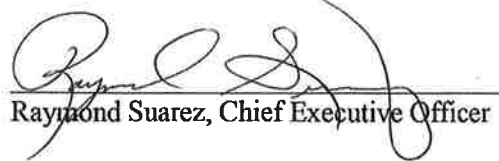
“2.1 The Term of the Agreement shall be extended through July 31, 2020, unless sooner terminated as provided herein.”

2. The Agreement shall continue in full force and effect except as amended herein. If any terms or conditions contained in this Third Amendment to the Agreement are inconsistent with the Agreement or First or Second Amendments, the terms and conditions contained in the Third Amendment will be controlling.

EXECUTED this 5th day of May, 2020.


Denton County Transportation Authority

By:


Raymond Suarez, Chief Executive Officer

Approved as to form:

By:


Joseph J. Gorfida, Jr., General Counsel
(04-27-2020:TM 115311)

EXECUTED this 30th day of April, 2020.

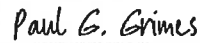
City of McKinney, Texas

By:

Name:

Title:

DocuSigned by:



487E8E47CB72A37
Paul G. Grimes

City Manager

DCTA Board Agenda Outlook As of 6/17/20

JULY 23, 2020	AUGUST 27, 2020	SEPTEMBER 24, 2020
<p><u>CONSENT</u></p> <ul style="list-style-type: none"> Approval of Minutes Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) Quarterly Investment Report Quarterly Grants Report <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) Contracted Service Agreements Monthly Progress Report Transformation Initiative Update April Board Info Requests <p>- Performance Measures by Route with Associated Revenue</p> <p>- 5-year history on salary and wages and key drivers for increases</p> <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> FY21 Budget Discussion if needed Board Information Request Process Member City Investment Policy (AECOM Presentation) Irving Holdings MUTD Task Order Administrative Overhead Policy Development City of Coppell Lyft Contract Renewal Agency State Legislative Agenda <p><u>Action</u></p> <ul style="list-style-type: none"> Lakeway Admin Building Lease Extension Contract (expires September 2020) August Service Change NCTC Contract Extension & New Contract Rate RFB 20-13 Cummins Auto Parts Non-Revenue Vehicle Purchase Budget Amendment: NTMC Non-Operator Reduction in Force DART Access Agreement Agreement Reassigning Leasehold Interest to Property Located at DCTA's Hebron Station Fleet Replacement (Arbocs – qty. 21) <p><u>Information</u></p> <ul style="list-style-type: none"> Local & Regional Transportation Updates and Legislative Issues 	<p><u>CONSENT</u></p> <ul style="list-style-type: none"> Approval of Minutes Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) Transformation Initiative Update Train the Trainer Program Development Update MaaS On Demand RFP Update <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <ul style="list-style-type: none"> Presentation of Proposed FY2021 Operating & Capital Budget Public Hearing on Proposed FY2021 Operating & Capital Budget <p><u>Action</u></p> <ul style="list-style-type: none"> Member City Investment Policy Irving Holdings MUTD Task Order City of Coppell Lyft Contract Renewal <p><u>Information</u></p> <ul style="list-style-type: none"> Local & Regional Transportation Updates and Legislative Issues 	<p><u>CONSENT</u></p> <ul style="list-style-type: none"> Approval of Minutes Monthly Financial Statements: (Monthly Financials, Capital Projects Budget Report) <p><u>INFORMATIONAL REPORTS</u></p> <ul style="list-style-type: none"> Monthly Financial Reports: (Sales Tax, MaaS Update, Budget Transfers) Transformation Initiative Update <p><u>REGULAR AGENDA</u></p> <p><u>Discussion Topics</u></p> <p><u>Action</u></p> <ul style="list-style-type: none"> Resolution Adopting FY2021 Operating & Capital Budget Resolution Approving Financial Management Policies and Annual Investment Policy for FY2021 Agency State Legislative Agenda <p><u>Information</u></p> <ul style="list-style-type: none"> Local & Regional Transportation Updates and Legislative Issues