



Board of Directors Regular Meeting

August 26, 2021 | 10:00 a.m.

NOTICE IS HEREBY GIVEN that the members of the Denton County Transportation Authority (DCTA) Board of Directors will hold a Regular Meeting via Video Conference using Zoom. The meeting will be made available to the public at the following web address: <https://zoom.us/j/97517430073>.

You may also join the meeting via telephone by dialing the following number:

+1 346 248 7799; Meeting ID: 975 1743 0073

CALL TO ORDER

INVOCATION

INTRODUCTIONS

PUBLIC COMMENT

This agenda item provides an opportunity for citizens to address the DCTA Board of Directors on any agenda item(s) or other matters relating to DCTA. Each speaker will be given a total of three (3) minutes to address any item(s). Anyone wishing to speak shall be courteous and cordial. Any person who wishes to address the DCTA Board of Directors regarding any item(s) may do so by utilizing the "raise hand" function of the Zoom meeting at this time. Citizens that are not able to connect virtually to the Zoom meeting must email his or her public comment to kmorris-perkins@dcta.net no later than **3:00 pm on Wednesday, August 25, 2021** to ensure the comment will be read. The Board of Directors is not permitted to take action on any subject raised by a speaker during Public Comments. However, the DCTA Board of Directors may have the item placed on a future agenda for action; refer the item to the DCTA Administration for further study or action; briefly state existing DCTA policy; or provide a brief statement of factual information in response to the inquiry.

CONSENT AGENDA

1. Consider Approval of July 22, 2021 Regular Meeting Minutes

(packet pages 7-18)

Action Item

Backup Information: Exhibit 1: July 22, 2021 Regular Meeting Minutes

2. Consider Approval of Monthly Financial Statements for July 2021

(packet pages 19-26)

Action Item

Backup Information: Memo

Exhibit 1(a): Monthly Financial Statements – July 2021

Exhibit 1(b): Capital Projects Budget Report – July 2021

3. Consider Approval of the Annual Renewal of the First Amended and Restated Interlocal Agreement with the City of Coppell
([packet pages 27-36](#))
Action Item
Backup Information: Memo
Exhibit 1: First Amended and Restated ILA with the City of Coppell
4. Consider Approval of the Annual Renewal Lyft Task Order between the Denton County Transportation Authority (DCTA) and Lyft for Service in the City of Coppell
([packet pages 37-63](#))
Action Item
Backup Information: Memo
Exhibit 1: Coppell Lyft Task Order 9 Revision 1
Exhibit 2: Coppell Lyft Task Order 9 Revision 2
5. Consider Approval of an Award of Contract to Southern Tire Mart and The Goodyear Tire & Rubber Company for Request for Bid (RFB) 21-05 New and Recapped Tires
([packet pages 64-348](#))
Action Item
Backup Information: Memo
Exhibit 1: Request for Bid 21-05
Exhibit 2: Southern Tire Mart Bid
Exhibit 3: The Goodyear Tire & Rubber Company Bid
6. Consider Approval of a Memorandum of Agreement (MOA) between Denton County Transportation Authority (DCTA) and the Department of Homeland Services (DHS)/Federal Emergency Management Agency (FEMA) for Emergency Transportation for Region 6 Personnel During Implementation of the Continuity of Operations (COOP) Plan for FEMA
([packet pages 349-354](#))
Action Item
Backup Information: Memo
Exhibit 1: FEMA Memorandum of Agreement (MOA)
7. Consider Approval of an Award of Contract to DataProse, LLC for Request for Proposal (RFP) 21-09 Print Services
([packet pages 355-448](#))
Action Item
Backup Information: Memo
Exhibit 1: Request for Proposal (RFP)
Exhibit 2: DataProse, LLC, Proposal
Exhibit 3: Evaluation Consensus Scores

8. Consider Authorizing the Chief Executive Officer (CEO) to Execute a Contract Amendment with PS Stearns, Inc. for Brand Ambassador Services to Support the Launch of GoZone on September 7, 2021
([packet pages 449-452](#))

Action Item

Backup Information: Memo
Exhibit 1: PS Stearns, Inc. Contract Amendment

REGULAR AGENDA

1. Discuss and Consider Resolution R21-04 Authorizing the Issuance of "Denton County Transportation Authority Sales Tax Refunding Bonds, Series 2021"
([packet pages 453-487](#))

Action Item

Presenters: Raymond Suarez, CEO
Amber Karkauskas Controller/Assistant VP of Finance
Laura Alexander, HilltopSecurities Inc.
Robert Dransfield, Norton Rose Fulbright US LLP

Backup Information: Memo
Exhibit 1: Bond Resolution R21-04

2. Consider Authorizing the Chief Executive Officer (CEO) to Allow Exceptions to the Revolving Door Provision Contained in Chapter 7 of the Denton County Transportation Authority (DCTA) Employee Handbook
([packet page 488](#))

Action Item

Presenter: Raymond Suarez, CEO
Backup Information: Memo

3. Consider Incentive Agreements for the Positions of Deputy Chief Executive Officer (CEO) and Chief Financial Officer (CFO)
([packet page 489](#))

Action Item

Presenter: Raymond Suarez, CEO
Backup Information: Memo

4. Consider Second Amended and Restated Employment Agreement between Denton County Transportation Authority (DCTA) and the Chief Executive Officer (CEO)
([packet page 490](#))

Action Item

Presenter: Raymond Suarez, CEO
Backup Information: Memo

5. Review and Discuss Project Management Office (PMO) Activities Related to Task Order #2 with Accenture, LLP

[\(packet pages 491-493\)](#)

Discussion Item

Presenter: Chris Newport, Accenture

Backup Information: Memo
Exhibit 1: PMO Progress Report

6. Update and Discussion of the September 7, 2021 GoZone Launch and Fixed Route Services

[\(packet pages 494-512\)](#)

Discussion Item

Presenters: Javier Trilla, Assistant VP of Innovation & Technology
Raymond Suarez, CEO

Backup Information: Memo
Exhibit 1: GoZone Launch Communications Campaign Status Report

7. Presentation of Proposed FY 2022 Operating and Capital Budget

[\(packet pages 513-686\)](#)

Discussion Item

Presenters: Amanda Riddle, Senior Manager of Budget
Rusty Comer, Manager of Bus Administration

Backup Information: Memo
Exhibit 1: FY 2022 Proposed Operating and Capital Budget Presentation
Exhibit 2: Long Range Financial Plan
Exhibit 3: Change in Net Position
Exhibit 4: Revenues & Ridership
Exhibit 5: Grants Detail
Exhibit 6: Change in Net Position by Function
Exhibit 7: Expanded Level Projects - Operating
Exhibit 8: Expanded Level Projects – Capital & Major Maintenance
Exhibit 9: Capital Improvement & Major Maintenance Plan
Exhibit 10: Budget Contingency Plan

8. Conduct a Public Hearing on Proposed FY 2022 Operating and Capital Budget

[\(packet pages N/A\)](#)

Discussion Item

Presenter: Chris Watts, Board Chair

Backup Information: Information included in Regular Agenda Item #2 above

9. Discuss Financial Management Policies and Annual Investment Policy for FY 2022

[\(packet pages 687-707\)](#)

Discussion Item

Presenter: Amber Karkauskas, Controller/Assistant VP of Finance

Backup Information: Memo

Exhibit 1: Draft Proposed FY 2022 Financial Management Policies including Investment Policy

Exhibit 2: FY2022 Investment Policy Review Letter

10. Update and Discuss the Interlocal Agreement and Facilities Lease Agreement between the Denton County Transportation Authority (DCTA) and Dallas Area Rapid Transit (DART)

[\(packet pages 708-709\)](#)

Discussion Item

Presenter: Raymond Suarez, CEO

Backup Information: Memo

11. Discuss Local & Regional Transportation Updates and Legislative Issues

[\(packet pages N/A\)](#)

Discussion Item

Presenter(s) Chris Watts, Chair
Director Dianne Costa
Raymond Suarez, CEO

Backup Information: N/A

INFORMATIONAL REPORTS

1. Monthly Financial Reports

[\(packet pages 710-720\)](#)

Backup Information: Memo 1: Monthly Sales Tax Receipts
Exhibit 1: FY21 Monthly Sales Tax Report
Memo 2: Monthly Mobility-as-a-Service Update
Memo 3: Budget Information
Exhibit 3: Year-to-Date FY21 Budget Revisions

2. Ridership Trend & Rail Trail Utilization Report

[\(packet pages 721-734\)](#)

Backup Information: Memo
Exhibit 1: FY19, FY20, & FY21 Total Monthly Ridership – Rail
Exhibit 2: FY19, FY20, & FY21 Total Monthly Ridership – Bus
Exhibit 3: FY19, FY20, & FY21 Total Monthly Ridership – Access
Exhibit 4: FY19, FY20, & FY21 Total Monthly Ridership – On-Demand
Exhibit 5: A-train Ridership Pre- and During COVID-19 Comparison
Exhibit 6: Rail Trail Utilization Report



3. Update on the Proposed Amendment to the DART/DCTA Shared Services Agreement as it Relates to Parking at Various Stations

(packet pages 735-759)

Backup Information: Memo

Exhibit 1: DART/DCTA Shared Services Agreement

4. Request for Proposals (RFP) 21-12 Compensation Study

(packet pages 760-794)

Backup Information: Memo

Exhibit 1: RFP 21-12 Compensation Study

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.

Next Board Meeting Date: September 23, 2021

REPORT ON ITEMS OF COMMUNITY INTEREST

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

CONVENE EXECUTIVE SESSION

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

- A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.
- B. As Authorized by Section 551.074 of the Texas Government Code the Board of Directors Meeting may be Convened into Closed Executive Session for the purpose of discussing the duties and evaluation of the Chief Executive Officer (CEO).

RECONVENE OPEN SESSION

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

ADJOURN

Board Members:

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



Alternates

John Ryan, Denton
Jody Gonzalez, Denton County Seat 1
Paul Cristina, Denton County Seat 2
Charlotte Wilcox, Highland Village
Kristin Green, Lewisville

Non-Voting Board Members:

Mark Miller
Connie White
Dennie Franklin
Tom Winterburn, Joe Perez

Staff Liaison:

Raymond Suarez, CEO

This notice was posted on August 20, 2021 by 5pm.

A handwritten signature in blue ink, reading "Kisha Morris-Perkins", is written over a horizontal line.

Kisha Morris-Perkins
Executive Assistant | Board Process Manager



Board of Directors Regular Meeting

July 22, 2021 | 10:00 a.m.

The Board of Directors of the Denton County Transportation Authority (DCTA) convened the Regular Meeting of the Board of Directors with Chris Watts presiding on July 22, 2021, remotely using Zoom Meeting.

Voting Members

Chair Chris Watts, City of Denton
Vice-Chair Cesar Molina, Denton County
Secretary Sam Burke, Denton County
Board Member Dianne Costa, City of Highland Village
Board Member TJ Gilmore, City of Lewisville

Alternates

Board Member John Ryan, City of Denton
Board Member Jody Gonzalez, Denton County
Board Member Paul Cristina, Denton County
Board Member Charlotte Wilcox, City of Highland Village
Board Member Kristin Green, City of Lewisville

Non-Voting Members

Board Member Tom Winterburn, City of Corinth
Board Member Dennie Franklin, City of Frisco
Board Member Connie White, Small Cities
Board Member Mark Miller, City of Flower Mound
Board Member Joe Perez, City of The Colony

Legal Counsel

Joe Gorfida, NJDHS

DCTA Executive Staff/Leadership Team

Raymond Suarez, CEO
Kristina Holcomb, Deputy Chief Executive Officer
Marisa Perry, Chief Financial Officers/Vice President of Finance
Nicole Recker, Vice President of Mobility Services and Administration

CALL TO ORDER

Chair Watts called the meeting to order at 10:02am. All voting Board Members were present. In addition, the following Board Members were also in attendance: Jody Gonzalez, Paul Cristina, Charlotte Wilcox, Kristin Green, Mark Miller, Connie White, Dennie Franklin, Tom Winterburn and Joe Perez. It should be noted that the Board recessed and reconvened during this meeting at the following times:

11:49am to 12:08pm

2:30pm to 2:35pm



INVOCATION

Board Member Dianne Costa provided the invocation.

INTRODUCTIONS

There were no introductions during this time.

PUBLIC COMMENT

There were several individuals who wished to address the Board of Directors at this time.

The following individuals submitted comments via email in which Chair Watts read those comments for the public record.

- Lucas Holl
- Creighton Rabs
- Deborah Wright
- Rhianon Price

The following individuals utilized the “raise hand” function in Zoom to speak during this time

- Shane Warren
- Dr. Suzanne Jones
- Bella Armenta
- Brett Davis
- Adam Bull
- Parker Sams
- Kim Vail
- Angela Harris
- Will Hail
- Alejandro Galindo
- Collin Renfro
- Joseph Prein
- Thomas Gravitt
- Ryan Semegran
- Brinda Guromoothy
- Eva Grecco

The following individual spoke via telephone:

- Joshua Hatton

CONSENT AGENDA

1. Consider Approval of June 2021 Meeting Minutes

(packet pages 1-20)

Action Item

Backup Information: Exhibit 1: June 17, 2021 Special Called Board Meeting Minutes
Exhibit 2: June 24, 2021 Regular Board Meeting Minutes

2. Consider Approval of an Interlocal Cooperation Agreement with Denton County Sheriff's Department for the Provision of On-Board A-train Security

(packet pages 21-33)

Action Item

Backup Information: Memo

Exhibit 1: ILA with Denton County for Law Enforcement Services

Motion by Board Member Costa with a second by Secretary Burke to approve the Consent Agenda as presented. Motion passes 5-0.

REGULAR AGENDA

1. Consider Approval of Monthly Financial Statements for June 2021 and Quarterly Reports for Q3 FY21

(packet pages 34-53)

Action Item

Presenter: Marisa Perry, CFO/VP of Finance

Backup Information: Memo 1: Quarterly Investment Report Q3 FY21

Exhibit 1(a): Quarterly Investment Report Q3 FY21

Memo 2: Quarterly Grants Report Q3 FY21

Marisa Perry, CFO/VP of Finance, gave the presentation highlighting the following:

- Contract Renewal
- Insurance Expense
- DCTA Financial Statements
- DCTA Statement of Net Position
- NTMC Financials/Balance Sheet
- Capital Project Funding Report
- Investments
- Benchmark Comparisons
- Quarterly Grants Report (current executable grants/reimbursement/Transit Oriented Development)

Board discussion regarding CARES Act funding.

Motion by Board Member Gilmore with a second by Vice-Chair Molina to approve as presented. Motion passes 5-0.



2. Presentation and Discussion of Audit Plan for FY2021 Financial Statements (packet pages 54-57)

Discussion Item

Presenter: Marisa Perry, Chief Financial Officer & VP of Finance
Amber Karkauskas, Controller
Pamela Hill, Plante Moran, Partner
Keith Szymanski, Plante Moran, Senior Manager
Mike Machala, Plante Moran, Manager

Backup Information: Memo
Exhibit 1: FY2021 Pre-Audit Letter from Plante Moran

Marisa Perry, CFO/VP of Finance, introduced the guest presenters and attendees from Plante Moran.

Keith Szmanski, Senior Manager from Plante Moran, provided a high-level presentation of the following:

- Responsibilities
- New Accounting Requirement
- Plan for the Audit
- Risks/Responses
- Debt Refinancing Activity

No Board action required at this time.

3. Discuss and Consider Approval of A-train Schedule Enhancements for Implementation on September 7, 2021 (packet pages 58-60)

Action Item

Presenter: Kristina Holcomb, Deputy CEO

Backup Information: Memo
Exhibit 1: Rail Service Cost Comparison Overview

Kristina Holcomb, Deputy CEO, gave the presentation highlighting Monday through Thursday data, Monday through Friday data, Pre-COVID data, Current data, Option 1 and Option 2 with information containing total trains per day, frequency, service hours, train crew hours, car miles, total approximate cost, and proposed FY 22 Budget.

Board discussion regarding which scenario aligns best with DART service, understanding how the schedule aligns with the Green Line, GoZone service ending times, the effects of scheduled community events (i.e., State Fair) and differences between Option 1 and Option 2.

Motion by Secretary Burke with a second by Vice-Chair Molina to approve Option 2. Motion passes 5-0.



4. Discuss and Consider Approval of the GoZone Service Plan for Launch on September 7, 2021
(packet pages 61-431)

Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Backup Information: Memo

Exhibit 1: Final Proposed GoZone Service Plan

Exhibit 2: Public Involvement Report and Title VI Analysis

Exhibit 3: Via GoZone Task Order

Nicole Recker, VP of Mobility Services and Administration, provided the presentation highlighting the following:

- Reasons for On-Demand Service
- Timeline Overview (June 25 – July 22, 2021)
- Final Proposed Service Plan
- Final Proposed Service Plan – GoZone Hard Costs
- Final Proposed Service Plan – Base Service
- Final Proposed Service Plan – Phase 1 Add On's
- Final Proposed Service Plan – Overlap of Mobility Service
- Final Proposed Service Plan – Removal of Services
- Public Involvement Process – Marketing and Communication Promotion
- Public Involvement Process – Community & Stakeholder Outreach
- Public Involvement Process – Title VI Outreach
- Public Involvement Process – MicroSite, Surveys (Fare/Service Plan), Feedback, Public Feedback Metrics)
- Title VI Analysis
- Recap for Discussion and Action

Board discussion regarding petition, GoZone service for Lewisville and Flower Mound, “Add-on” discussion, staffing (i.e. staffing of Uber/Lyft at airports), promotional fare service, smartphone accessibility, perceived challenges with smartphone accessibility, how “unbanked” individuals will utilize service, the development of a “non-profit” portal, discussion surrounding Route 7, faculty and student fares, MK101 route clarification, “unhomed” (homeless) shuttle usage, access to the elderly and disabled, clarification of ridership estimates, bus operator salaries and the starting salaries for Via.

It was the desire of the Board to vote on each item separately.

Motion by Vice-Chair Molina with a second by Secretary Burke to approve Phase 1 Base Service. Motion passes 5-0.

Motion by Secretary Burke with a second by Vice-Chair Molina to launch Via September 7, 2021. Secretary Burke later tabled motion until after the Length of Service Overlap discussion.

Motion by Vice-Chair Molina with a second by Board Member Costa to approve Phase 1 Add-Ons. Motion passes 5-0.

Motion by Vice-Chair Molina with a second by Secretary Burke to approve Upfront Costs. Motion passes 5-0.

Overlap of Service

Board discussion regarding the support of the City of Highland Village, City of Lewisville and City of Denton Resolutions of support, 6-Month overlap and the concerns the timeframe may impair effectiveness of Via, the increase and/or decrease of ridership, cost per month estimate, continued bus route service in Denton, funding for services rendered, clarification of “continue or remove” service, DCTA staff’s recommendation (60 days), University of North Texas (UNT) Fall schedule (ends December 10, 2021), Routes 3 and 7 data, discussions of a 90 day overlap, Small Cities joining membership, discussion of extending overlap for 60 days of all services (Bus Routes, Lewisville, Denton, Xpress) and in October, staff will present updated information to the Board and the Board can elect to extend further, challenges with bus operator retention, and the intent of the overlap (to gather data and transition).

Motion by Vice-Chair Molina with a second by Board Member Gilmore to overlap for 60 days for Phase 1 Base Service for Denton, Lewisville with Connect Fixed Route. Motion fails 3-2. The ayes were Vice-Chair Molina, Secretary Burke and Board Member Gilmore. The nays were Chair Watts and Board Member Costa.

Motion by Board Member Gilmore with a second by Vice-Chair Molina to extend overlap of Phase 1 Base Service for 90 days. Motion passes 5-0.

Motion by Vice-Chair Molina with a second by Secretary Burke to approve GoZone Launch date as September 7, 2021. Motion passes 5-0.

5. Discuss and Consider Approval of GoZone Fare Promotion for Launch on September 7, 2021 ([packet pages 432-434](#))

Action Item

Presenter: Kristina Holcomb, Deputy CEO

Backup Information: Memo

Exhibit 1: Rail Service Cost Comparison Overview

Kristina Holcomb, Deputy CEO, presented information pertaining to the GoZone Fare Promotion Launch scheduled for September 7, 2021.

Motion by Board Member Gilmore with a second by Board Member Costa to approve as presented. Motion passes 5-0.

6. Discuss and Consider Approval to Modify Route 3 and Route 7 in Conjunction with the GoZone Launch on September 7, 2021 ([packet pages 435-437](#))

Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Backup Information: Memo

Exhibit 1: Route 3 and Route 7 Service Options



Nicole Recker, VP of Mobility and Administration, presented highlighting the following:

- Background – Service Options for Routes 3 and 7
- Service Options – Routes 3 and 7
- Service Models – Routes 3 and 7
- Next Steps – Budget Impacts

Board discussion regarding the postponement until after 90 days of overlap.

Motion by Vice-Chair Molina with a second by Board Member Costa to approve the FY 22 Proposed Budget for 6 months for \$227,560.10 for Routes 3 and 7. Motion passes 5-0.

7. Discuss and Consider Approval of Modifying North Texas Xpress in Conjunction with the GoZone Launch on September 7, 2021

(packet pages 438-442)

Action Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Backup Information: Memo

Exhibit 1: North Texas Xpress Service Options

Nicole Recker, VP of Mobility Services and Administration, presented highlighting the following:

- Background – Service Options for North Texas Xpress
- Additional Models for North Texas Xpress
 - Large Bus/Small Buss
 - Proposed Routing – 2,4,6 trips per day
- Next Steps – Budget Impacts

Board discussion regarding the difference (financially) between the large and small busses, ridership reports, vanpool, access to work, and Alliance area growth along I-35 corridor.

Motion by Board Member Gilmore with a second by Board Member Costa to continue for the full year, the larger bus at 2 trips per day. Motion passes 5-0.

8. Discuss Brand Ambassador Services to Support the Launch of GoZone on September 7, 2021

(packet page 443)

Discussion Item

Presenter: Nicole Recker, VP of Mobility Services and Administration

Backup Information: Memo

Nicole Recker, VP of Mobility Services and Administration, presented the report highlighting the following:

- Background
- Brand Ambassador Service Options – Next Steps
- Staff Recommendations – 4 weeks minimum

Motion by Board Member Costa with a second by Board Member Cristina to approve 6 weeks. Motion passes 5-0.



9. Discuss and Consider Approval of Disadvantaged Business Enterprise (DBE) Goal for FY22, FY23 and FY24 and Approval of Resolution No. 21-03

(packet pages 444-458)

Action Item

Presenter: Athena Forrester, AVP of Regulatory Compliance/DBE Liaison

Backup Information: Memo

Exhibit 1: Resolution No. 21-03

Exhibit 2: Tri-annual DBE Goal for FY22-FY24

Athena Forrester, AVP of Regulatory Compliance/DBE Liaison, presented the report highlighting the following:

- Background
- Burrell Group
- Goal – 10% goal for the next 3 fiscal years
- Deadline to submit to FTA: August 1, 2021

Motion by Board Member Costa with a second by Board Member Cristina to approve as presented.

Motion passes 5-0.

10. Review and Discuss Project Management Office (PMO) Activities Related to Task Order #2 with Accenture, LLC

(packet pages 459-461)

Discussion Item

Presenter: Chris Newport, Accenture

Backup Information: Memo

Exhibit 1: PMO Progress Report

Chris Newport, Accenture, presented the report highlighting the following:

- Trinity Metro
- GoZone
- Regional Coordination
- Board/Staff Planning

No Board action required at this time.

11. Discuss and Provide Direction regarding a Future Board Strategic Planning and Board/Staff Communication Workshop

(packet pages 462-463)

Discussion Item

Presenter: Raymond Suarez, CEO

Backup Information: Memo

It was the consensus of the Board to remove this item and place on the next agenda scheduled for August 26, 2021.



12. Consider Approval of the Amended and Restated Bylaws of the North Texas Mobility Corporation (NTMC) as Adopted on June 23, 2021

(packet pages 464-491)

Action Item

Presenter: Joe Gorfida, Legal Counsel
Backup Information: Exhibit 1: NTMC Bylaws (Redline Version)
Exhibit 2: NTMC Bylaws (Final Version)

Joe Gorfida, Legal Counsel, thoroughly reviewed the background and proposed amendments to the North Texas Mobility Corporation Bylaws. Some amendments included the following:

- Removal of the Vice-President officer position
- Removal of the duties of the Vice-President officer position
- Issuance of Debt
- Specific duties of the General Manager's employment
- Removal of a duplication regarding the annual budget
- Regular Meetings shall be held quarterly; no Resolution required
- Contracts

Motion by Board Member Gilmore with a second by Vice-Chair Molina to approve as presented and amended. Motion passes 5-0.

13. Discuss Local & Regional Transportation Updates and Legislative Issues

(packet pages N/A)

Discussion Item

Presenter(s) Chris Watts, Chair
Director Dianne Costa
Raymond Suarez, CEO
Backup Information: N/A

No Board action required at this time.

INFORMATIONAL REPORTS

1. Monthly Financial Reports

(packet pages 492-501)

Backup Information: Memo 1: Monthly Sales Tax Receipts
Exhibit 1: FY21 Monthly Sales Tax Report
Memo 2: Monthly Mobility-as-a-Service Update
Memo 3: Budget Information
Exhibit 3: Year-to-Date FY21 Budget Revisions

2. Ridership Trend & Rail Trail Utilization Report

(packet pages 502-515)

Backup Information: Memo
Exhibit 1: FY19, FY20, & FY21 Total Monthly Ridership – Rail



Exhibit 2: FY19, FY20, & FY21 Total Monthly Ridership – Bus
Exhibit 3: FY19, FY20, & FY21 Total Monthly Ridership – Access
Exhibit 4: FY19, FY20, & FY21 Total Monthly Ridership – On-Demand
Exhibit 5: A-train Ridership Pre- and During COVID-19 Comparison
Exhibit 6: Rail Trail Utilization Report

3. Replacement Print Services RFP 21-09

(packet pages 516-542)

Backup Information: Memo

Exhibit 1: Print Services RFP

4. Connect Route 3 & 7 Survey Data

(packet pages 543-544)

Backup Information: Memo

5. DCTA/DART Joint Rail Facility Partnership Update

(packet page 545)

Backup Information: Memo

6. Coppell Program Interlocal Agreement and Task Order Annual Renewal

(packet pages 546-570)

Backup Information: Memo

Exhibit 1: First Amended and Restated ILA with the City of Coppell

Exhibit 2: Coppell Lyft Task Order 9 Rev 1

No Board action required on Informational Reports.

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.

The next board meeting will be held on August 26, 2021. There were no requests from Board Members to add any items.

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.

- Board Member Costa gave an update from the Regional Transportation Council (RTC).
- CEO Raymond Suarez stated that a meeting was recently held with DART Chief Executive Officer Nadine Lee and her team to discuss the lease and operating agreement and facility expansion.



- DCTA was awarded four (4) 1st Place honors for the 2021 ATPA AdWheel Awards which represent the “best of the best” in marketing and communications efforts of its members.
- Congratulations and thanks were given to Kristina Holcomb, Deputy CEO, Marisa Perry, CFO and Nicole Recker, VP of Mobility & Administration as they depart DCTA for their new endeavors.

CONVENE EXECUTIVE SESSION

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

- A. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors Meeting may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the General Counsel on any Agenda Item Listed Herein or the Regular Board Meeting Agenda.

No Board discussion or action on items listed on the agenda.

- B. As Authorized by Section 551.071(2) of the Texas Government Code, the Board of Directors may convene into Closed Executive Session for the purpose of seeking confidential legal advice from the General Counsel regarding letter received by Board Chair from Amalgamated Transit Union’s Associate General Counsel regarding the GoZone On-Demand Service provide by Via.

The Board convened into Executive Session at 11:00am and reconvened at 11:29am with no action taken.

- C. As Authorized by Section 551.074 of the Texas Government Code, the Board of Directors may convene into Executive Session for the purpose of discussing the duties and evaluation of the Chief Executive Officer (CEO).

The Board convened into Executive Session at 2:35pm and reconvened into Open Session at 3:31pm with Board Member Paul Cristina filling in for Secretary Burke after his departure. No Board action taken.

RECONVENE OPEN SESSION

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

The Board reconvened into Open Session at 3:31pm with no action taken during Executive Sessions.

ADJOURN

The meeting was adjourned at 4:37pm.

Chris Watts, Chair

ATTEST:

Sam Burke, Secretary

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Approval of Monthly Financial Statements for July 2021

Recommendation

Staff recommends approval.

Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports presented for the period ending July 31, 2021 include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Fund. All comparisons below reference year-to-date budget vs. actual.

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

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

Financial Impact

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 \$31k as YTD bus ridership for Connect, Access, Zone service, North Texas Xpress, Frisco and CCT (excluding Taxi service) of 199k was 29% lower than budgeted ridership of 279k and YTD rail ridership of 86k which was 38% lower than budgeted rail ridership of 139k. This variance is partially offset by rail average fare per rider of \$2.62 which is 75% higher than the budgeted \$1.50 fare per rider. System ridership remained under budget throughout the month of July in response to COVID-19, telecommuting arrangements, and declines in travel.

		YTD FY21 Actual Ridership	YTD FY21 Budgeted Ridership	% Variance, Actual to Budget	YTD FY20 Actual Ridership	% Variance, Actual to Prior Yr
Total Rail Ridership		86,387	139,292	-38%	205,679	-58%
Connect		175,762	242,092	-27%	313,410	-44%
Access & Zone Service		16,665	26,628	-37%	26,066	-36%
Frisco	(A)	2,207	5,441	-59%	5,234	-58%
Collin County Transit (CCT)	(A)	8,710	968	800%	9,383	-7%
North Texas Express		3,553	3,502	1%	7,211	-51%
University of North Texas	(B)	202,131	554,213	-64%	893,903	-77%
Special Movements	(B)	1,048	-	N/A	4,782	-78%
Total Bus Ridership		410,076	832,843	-51%	1,259,989	-67%
Vanpool	(B)	179,375	-	N/A	126,835	41%
Total System Ridership		675,838	972,135	-30%	1,592,503	-58%

(A) Includes Demand Response service and Taxi service.

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

- **Note B:** Contract Service Revenue – YTD unfavorable by \$728k primarily due to lower than budgeted revenue hours and billable fuel costs. Actual YTD billed service hours were under budget due to lower than budgeted service requested for UNT, Frisco, CCT, and Coppell (\$441k decreased revenue). Average YTD pass-through fuel cost of \$1.94/gallon was 30% lower than budgeted \$2.75/gallon and YTD usage of 70k gallons was 39% lower than budgeted usage of 115k gallons (\$181k decreased revenue). Additionally, Special Movements, Lyft, and Taxi services were all under budget (\$106k decreased revenue).
- **Note C:** Sales Tax Revenue – July sales tax revenue was not yet received as of month-end close and is accrued for the month based on budget. Sales tax generated in July will be received in September. The Sales Tax Report included in this agenda packet provides a more detailed Budget to Actual comparison of sales tax receipts collected through August, representing sales tax generated through June.
- **Note D:** Federal/State Grants - Capital – YTD unfavorable by \$911k due to timing differences of drawdowns for Fleet Replacement funding which should be complete by the end of FY21. The PTC Enhancements project has been put on hold to ensure that future plans align with the potential partnership with DART for the joint rail operations facility.

	YTD FY21 Actual Revenue	YTD FY21 Budgeted Revenue	Variance, Actual to Budget
PTC Implementation & Enhancements	\$ 565,518	\$ 572,943	\$ (7,425)
Fleet Replacement	-	903,210	(903,210)
	<u>\$ 565,518</u>	<u>\$ 1,476,153</u>	<u>\$ (910,635)</u>

- **Note E:** Federal/State Grants - Operating – YTD favorable by \$3.4 million due in part to reimbursement funding received from CARES Act funding, as well as Bus and Rail Preventive Maintenance. Reimbursements under CARES Act operating assistance funding is more than budgeted due to a change in grant guidance that allowed for additional eligible expenses beyond what was originally anticipated in the budget.

	YTD FY21 Actual Revenue	YTD FY21 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$ 1,041,415	\$ 841,477	\$ 199,939
Rail Preventive Maintenance	3,282,083	3,098,448	183,635
Operating Assistance	9,835,217	6,770,612	3,064,605
ADA Assistance	258,474	250,000	8,474
Vanpool	183,283	264,836	(81,553)
NCTCOG Train the Trainer	99,778	99,780	-
	<u>\$ 14,700,250</u>	<u>\$ 11,325,152</u>	<u>\$ 3,375,098</u>

- **Note F:** Insurance Expense – YTD unfavorable by \$27k due to timing differences between budget and actual expenses as well as cancellation terms of the previous rail liability policy with McGriff, Seibels & Williams, of which the majority of prepaid premiums were refunded in April. DCTA engaged with DART to split liability premiums between DART, DCTA, and Trinity Metro for overall agency savings with coverage effective December 2020.



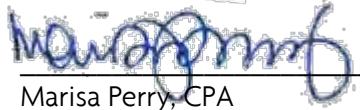
Exhibits

Exhibit 1(a): Monthly Financial Statements – July 2021

Exhibit 1(b): Capital Projects Budget Report – July 2021

Submitted By: 
Khoa Nguyen, Accounting Manager

Reviewed By: 
Amber Karkauskas, Controller/AVP of Finance

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



DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF JULY 31, 2021

(UNAUDITED)

Description	Month Ended July 31, 2021			Year to Date July 31, 2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Revenue and Other Income							
Passenger Revenues	\$ 49,868	\$ 59,508	\$ (9,640)	\$ 434,890	\$ 465,570	\$ (30,680)	\$ 580,291 Note A
Contract Service Revenues	158,598	239,954	(81,356)	2,335,617	3,063,505	(727,888)	3,633,760 Note B
Sales Tax Revenues	3,180,233	2,183,351	996,882	28,423,987	26,121,303	2,302,684	31,154,178 Note C
Federal/State Grants - Capital	236	903,210	(902,974)	565,518	1,476,153	(910,635)	1,556,153 Note D
Federal/State Grants - Operating	3,460,700	591,019	2,869,681	14,700,250	11,325,152	3,375,098	19,143,234 Note E
Total Revenues and Other Income	<u>6,849,636</u>	<u>3,977,042</u>	<u>2,872,594</u>	<u>46,460,262</u>	<u>42,451,683</u>	<u>4,008,579</u>	<u>56,067,616</u>
Operating Expenses							
Salary, Wages and Benefits	299,023	355,867	56,844	3,317,417	3,551,924	234,507	4,263,661
Outsourced Services and Charges	371,254	98,573	(272,681)	2,637,586	3,907,273	1,269,687	4,954,792
Materials and Supplies	176,094	307,876	131,782	1,350,642	2,444,295	1,093,653	2,933,519
Utilities	29,235	42,194	12,959	334,858	424,406	89,548	508,810
Insurance	129,150	139,929	10,779	1,433,207	1,405,853	(27,354)	1,685,712 Note F
Purchased Transportation Services	754,740	894,380	139,640	7,722,586	9,415,712	1,693,126	11,203,657
Employee Development	1,097	8,182	7,085	75,436	186,269	110,833	241,604
Leases and Rentals	19,876	19,654	(222)	185,881	196,295	10,414	238,468
Depreciation	784,562	898,571	114,009	7,933,945	8,635,955	702,011	10,489,375
Total Operating Expenses	<u>2,565,030</u>	<u>2,765,226</u>	<u>200,196</u>	<u>24,991,558</u>	<u>30,167,982</u>	<u>5,176,424</u>	<u>36,519,598</u>
Income Before Non-Operating Revenues and Expenses	4,284,606	1,211,816	3,072,790	21,468,704	12,283,701	9,185,003	19,548,018
Non-Operating Revenues / (Expense)							
Investment Income	8,400	8,330	70	33,490	83,300	(49,810)	100,000
Gain (Loss) on Disposal of Assets	-	-	-	3,850	-	3,850	-
Fare Evasion Fee	-	-	-	-	-	-	-
Other Income/(Expense) - Miscellaneous	14,640	-	14,640	329,095	200,000	129,095	200,000
Long Term Debt Interest/Expense	(38,329)	(47,729)	9,400	(535,529)	(516,870)	(18,659)	(612,330)
Total Non-Operating Revenues / (Expenses)	<u>(15,289)</u>	<u>(39,399)</u>	<u>24,110</u>	<u>(169,094)</u>	<u>(233,570)</u>	<u>64,476</u>	<u>(312,330)</u>
Income (Loss) before Transfers	4,269,318	1,172,417	3,096,901	21,299,609	12,050,131	9,249,478	19,235,688
Transfers Out	(579,694)	(696,731)	117,037	(5,463,042)	(6,828,654)	1,365,612	(8,214,303)
Total Transfers	<u>(579,694)</u>	<u>(696,731)</u>	<u>117,037</u>	<u>(5,463,042)</u>	<u>(6,828,654)</u>	<u>1,365,612</u>	<u>(8,214,303)</u>
Change in Net Position	<u>\$ 3,689,624</u>	<u>\$ 475,686</u>	<u>\$ 3,213,938</u>	<u>\$ 15,836,567</u>	<u>\$ 5,221,477</u>	<u>\$ 10,615,090</u>	<u>\$ 11,021,385</u>



DENTON COUNTY TRANSPORTATION AUTHORITY

STATEMENT OF NET POSITION

AS OF JULY 31, 2021

(UNAUDITED)

	July 31, 2021	June 30, 2021	Change
Assets			
Current Assets			
Operating Cash & Cash Equivalents	\$ 48,172,711	\$ 48,478,538	\$ (305,827)
Reserves: Cash & Cash Equivalents	3,244,339	2,650,075	594,264
Reserves: Investments	9,556,142	9,556,142	-
Accounts & Notes Receivable	9,792,175	6,304,814	3,487,362
Prepaid Expenses	427,955	529,312	(101,357)
Inventory	66,173	63,534	2,639
Restricted Asset-Cash and Equivalents	3,290,584	2,590,473	700,111
Total Current Assets	74,550,080	70,172,887	4,377,193
Non-Current Assets			
Land	17,394,147	17,394,147	-
Land Improvements	12,158,726	12,158,726	-
Machinery & Equipment	5,243,986	5,243,986	-
Vehicles	92,885,535	92,885,535	-
Computers & Software	1,791,431	1,791,431	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	21,537,518	21,439,024	98,495
Other Capital Assets, Net	234,616,978	234,616,978	-
Accumulated Depreciation	(95,024,529)	(94,239,967)	(784,562)
Net Pension Asset	25,989	25,989	-
Total Non-Current Assets	307,626,936	308,313,003	(686,067)
Total Assets	382,177,015	378,485,890	3,691,125
Deferred Outflow of Resources			
Deferred Outflows Related to Pensions	290,447	290,447	-
Total Deferred Outflow of Resources	290,447	290,447	-
Liabilities			
Current Liabilities			
Accounts Payable and Accrued Expenses	732,607	769,992	(37,385)
Deferred Revenues	56,736	56,178	558
Interest Payable	153,315	114,986	38,329
Retainage Payable	-	-	-
Total Current Liabilities	942,658	941,156	1,502
Non-Current Liabilities			
Rail Easement Payable	800,000	800,000	-
Bonds Payable	23,535,000	23,535,000	-
Net Pension Liability	-	-	-
Total Non-Current Liabilities	24,335,000	24,335,000	-
Total Liabilities	25,277,658	25,276,156	1,502
Deferred Inflow of Resources			
Deferred Inflows Related to Pensions	70,096	70,096	-
Total Deferred Inflow of Resources	70,096	70,096	-
Net Position			
Net Investment in Capital Assets	289,978,580	289,978,580	-
Unrestricted	51,304,562	51,304,562	-
Change in Net Position	15,836,567	12,146,943	3,689,624
Total Net Position	\$ 357,119,709	\$ 353,430,085	\$ 3,689,624



NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION

MONTH AND YEAR TO DATE AS OF JULY 31, 2021

(UNAUDITED)

Description	Month Ended July 31, 2021			Year to Date July 31, 2021			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expenses							
Salary, Wages and Benefits	\$ 536,006	\$ 648,589	\$ 112,583	\$ 5,093,112	\$ 6,346,042	\$ 1,252,930	\$ 7,636,554
Outsourced Services and Charges	34,344	33,522	(822)	264,307	333,531	69,225	400,219
Materials and Supplies	88	257	169	338	2,740	2,402	3,293
Insurance	9,158	9,868	710	91,582	100,066	8,484	119,802
Employee Development	97	4,495	4,398	13,703	46,275	32,572	54,435
Total Operating Expenses	<u>579,694</u>	<u>696,731</u>	<u>117,037</u>	<u>5,463,042</u>	<u>6,828,654</u>	<u>1,365,612</u>	<u>8,214,303</u>
Income (Loss) before Transfers	(579,694)	(696,731)	117,037	(5,463,042)	(6,828,654)	1,365,612	(8,214,303)
Transfers In	<u>579,694</u>	<u>696,731</u>	<u>(117,037)</u>	<u>5,463,042</u>	<u>6,828,654</u>	<u>(1,365,612)</u>	<u>8,214,303</u>
Total Transfers	<u>579,694</u>	<u>696,731</u>	<u>(117,037)</u>	<u>5,463,042</u>	<u>6,828,654</u>	<u>(1,365,612)</u>	<u>8,214,303</u>
Change in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



NORTH TEXAS MOBILITY CORPORATION

STATEMENT OF NET POSITION

AS OF JULY 31, 2021

(UNAUDITED)

	July 31, 2021	June 30, 2021	Change
Assets			
Operating Cash & Cash Equivalents	\$ 222,287	\$ 384,307	\$ (162,020)
Accounts & Notes Receivable	-	-	-
Prepaid Expenses	18,316	27,475	(9,158)
Total Assets	<u>240,603</u>	<u>411,781</u>	<u>(171,178)</u>
Liabilities			
Accounts Payable and Accrued Expenses	<u>240,603</u>	<u>411,781</u>	<u>(171,178)</u>
Total Liabilities	<u>240,603</u>	<u>411,781</u>	<u>(171,178)</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 JULY 31, 2021

Capital Project Number/Name	Project Budget	July 2021 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of July 2021 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	\$ 3,251,990	\$ -	\$ 2,617,009	\$ 634,981	80%
Total 10702 · Transportation Reinvestment Program	100,000	343	8,376	91,625	8%
Total 10702.1 · Transportation Reinvestment Program - Denton	3,424,946	-	5,173	3,419,773	0%
Total 10702.2 · Transportation Reinvestment Program - Highland Village	379,591	343	1,432	378,159	0%
Total 10702.3 · Transportation Reinvestment Program - Lewisville	3,837,597	-	2,305	3,835,292	0%
Total G&A Capital Projects	10,994,124	685	2,634,295	8,359,829	24%
Bus Capital Projects					
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50514 · Fleet {2020}	1,062,600	-	875	1,061,725	0%
Total Bus Capital Projects	1,662,600	-	875	1,661,725	0%
Rail Capital Projects					
Total 61406.1 · Positive Train Control Implementation	16,720,141	-	16,022,566	697,575	96%
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	148,180	4,851,820	3%
Total 61605 · Brownfield Remediation	385,000	2,300	366,310	18,690	95%
Total 61723 · Major Maintenance - Rail 2021	1,638,566	95,510	1,357,170	281,396	83%
Total 61723.1 · Canopy Repairs 2021	486,127	-	-	486,127	0%
Total Rail Capital Projects	24,229,834	97,810	17,894,226	6,335,608	74%
Total Construction Work in Progress	\$ 36,886,558	\$ 98,495	\$ 20,529,396	\$ 16,357,162	56%

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Approval of the Annual Renewal of the First Amended and Restated Interlocal Agreement with the City of Coppell

Recommendation

Staff recommends approving the renewal of the First Amended and Restated Interlocal Agreement with the City of Coppell in order to continue the Coppell Lyft Program services.

Background

DCTA and the City of Coppell approved an Interlocal Agreement in August 2019 to deploy a Lyft program to serve the workforce mobility needs in Coppell's business parks beginning on October 1, 2019. The service is operated by Lyft through a task order with DCTA. The service is designed to specifically provide first and last mile transportation to and from specified train stations and bus stops near the Coppell area.

For additional background, the First Amended and Restated ILA with the City of Coppell is included as Exhibit 1.

Previous Board Activity & Action

August 2019 - DCTA Board of Directors approved an initial Interlocal Agreement with the City of Coppell.

August 2020 – DCTA Board of Directors approved the First Amended and Restated ILA with the City of Coppell

July 2021 – The First Amended and Restated Interlocal Agreement with the City of Coppell was presented to the DCTA Board of Directors as an informational item prior to seeking consideration of approval.

Identified Need

On September 30, 2021, the First Amended and Restated Interlocal Agreement with the City of Coppell will expire and contractual extensions will be necessary to continue the current service.

Financial Impact

DCTA will be fully reimbursed by the City of Coppell for the Lyft service including appropriate administrative fees. All Lyft costs incurred are directly invoiced to the City of Coppell. To address the costs associated with executing the task order and related activities, the Interlocal Agreement with the City of Coppell provides for a 60% administrative fee.

Exhibits

Exhibit 1 – First Amended and Restated Interlocal Agreement with the City of Coppell

Submitted By: *Sarah Ault*
Sarah Ault, Mobility Services Manager



Approval: _____
Troy Raley, Senior Director of Mobility Services

STATE OF TEXAS

§
§
§
§
§**FIRST AMENDED AND RESTATED
INTERLOCAL COOPERATION
AGREEMENT**

COUNTY OF DENTON

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

RECITALS

WHEREAS, Coppell is a home-rule municipality and local governmental entity located within the State of Texas and in the counties of Dallas and Denton; and

WHEREAS, DCTA is a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code; and

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement dated September 24, 2019, for purposes of providing transportation services to meet the mobility needs of Coppell businesses and residents (the "Original Agreement");

WHEREAS, the Parties have agreed on the terms and conditions for DCTA to deploy first/last mile workforce mobility solutions within the city limits of Coppell and between transit stations located outside of the city limits, as set forth in Section 3.1(b) of this Agreement, through use of a mobility provider; and

WHEREAS, due to the success of the pilot program and to incorporate DCTA's Administrative Fee Policy established on April 23, 2020, the Parties desire to amend the Original Agreement to extend the Term for one (1) year, beginning October 1, 2020 and continuing through September 30, 2021,

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 Coppell 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 Coppell to provide transportation services; and

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

Article I Purpose

1.1 The purpose of this Agreement is to provide for the administration and operation of mobility services to improve access to jobs within the city limits of Coppell for trips originating in a defined geofence to destinations located in the geofence and to/from designated transit stops as defined in section 3.1(b). Mobility services may include DCTA directly providing transportation to employees and residents in Coppell or through third-party service providers that directly contract with DCTA, including but not limited to taxi providers and transportation network companies (TNCs).

1.2 DCTA may execute a task order for a period not to exceed twelve (12) months with a contracted mobility provider (e.g. Lyft) to deploy first/last mile mobility services in the city limits of Coppell and as defined in section 3.1(b). The hours and days of operation shall be agreed upon by the Parties and adjusted based on ridership.

1.3 DCTA has entered into an appropriate mobility services provider agreement to provide their services herein; and, DCTA shall receive assurances under such agreement regarding the services provided herein; and, Coppell's sole responsibility shall be to fund such services.

Article II Term

2.1 Initial Term. The Term of this Agreement shall begin on October 1, 2020 and continue for the period ending on September 30, 2021 unless sooner terminated as provided herein (the "Initial Term").

2.2 Termination. Either Party may terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice to the other Party. After the Initial Term, the required notice to terminate shall be at least ninety (90) days.

Article III Services

3.1 DCTA shall provide the Mobility Services as follows:

- (a) Beginning on October 1, 2019, DCTA shall deliver the Mobility Services during the hours and days of operation as mutually agreed upon by the Parties and based on ridership.
- (b) Mobility services will initially be provided generally within the city limits to serve the workforce population and to and from designated transit stops and stations that fall outside the Coppell city limits. Specific parameters will be determined through the Task Order process and in coordination with DCTA and Coppell. Location of mobility services and geofence boundaries

may be amended in writing as mutually agreed upon by the Parties and based on ridership trends.

- (c) The Parties shall work together to analyze and review ongoing service levels and alternative Mobility Service delivery methods and cost estimates to meet the long-term public transit needs of Coppell.
- (d) During the term of this Agreement, DCTA shall provide all administrative and operational services associated with the Mobility Services including, but not limited to, employment and management of necessary and sufficient personnel, contract management of third-party providers, billing, customer service, program management, and data reporting and analytics.
- (e) During the Term of this Agreement, Coppell shall be responsible for all primary marketing and outreach efforts, with ancillary support provided by DCTA.

Article IV Compensation and Fees

4.1 DCTA Compensation. DCTA shall be reimbursed for one-hundred percent (100%) of all costs for services invoiced from the mobility provider associated with this agreement, and an administrative fee per the schedule in Exhibit 1. Total costs shall not exceed ~~one hundred~~ ^{fifty} thousand dollars (\$50,000) in a twelve (12) month period, unless amended as mutually agreed upon in writing by the parties.

4.2 Invoicing. On or before the last day of each calendar month during the Term of this Agreement, DCTA shall prepare a written invoice to Coppell including number of trips, operating expenses, and administrative management fees for the services provided in the previous month.

4.3 Payment. Coppell shall pay DCTA within thirty (30) days of the receipt of each monthly invoice.

4.4 Current Revenues. To the extent applicable, Coppell and DCTA acknowledge that Coppell shall make payment of the aforementioned sums from current revenues. Coppell further agrees to make all appropriations reasonable and necessary to effectuate the terms of, and its responsibilities under, this Agreement. However, the Parties recognize that the continuation of this Agreement after the close of any given fiscal year of Coppell, September 30 of each calendar year, shall be subject to approval by Coppell's City Council. This approval may be presumed if the City Council includes funding for the Mobility Services in an adopted budget. This Agreement cannot be an unfunded liability of Coppell in violation of the Texas Constitution's unfunded debt prohibition applicable to home-rule cities. The Parties agree that this Agreement may be terminated by Coppell with notice as provided herein, without any penalty or liability to Coppell except for monies owed DCTA for Mobility Services provided pursuant to this Agreement and for

any costs incurred for demobilization, in the event Coppell's City Council fails to approve or appropriate funds for any continuation of this Agreement.

4.5 Fares. Customers utilizing the first/last mile service will pay a fare that shall be subsidized by Coppell. The subsidy and amount paid by the passenger shall be mutually agreed upon by DCTA and Coppell.

4.6 Additional Services. In an effort to provide the best Mobility Services possible, DCTA may work with additional third-party service providers to enhance service delivery to Coppell. At all times, DCTA shall be responsible for contracting directly with the third-parties and shall be responsible for ensuring the overall customer experience and complying with this Agreement. Furthermore, DCTA shall be responsible for managing the cost of such service providers within the mutually agreed funding authorizations established and approved between DCTA and Coppell.

Article V Dispute Resolution

The Parties agree to make a good faith effort to resolve through informal discussions any disagreement or other dispute between them in connection with this Agreement (a "Dispute"). If a Dispute cannot be resolved through informal discussions, before seeking an alternative remedy, either Party must submit a written complaint to the other Party setting out the basis of the complaint and a proposed resolution to the Dispute. The Party receiving the complaint must respond in writing within twenty-one (21) days after receipt of the complaint, by accepting the proposed resolution, rejecting the proposed resolution, or proposing an alternative resolution to the Dispute. If the proposed resolution is rejected, the Parties may seek alternative remedies as they deem appropriate. If an alternative resolution is proposed, the recipient of that alternative proposal shall, within twenty-one (21) days after receipt, either accept the alternative or reject it. If it is rejected, the Parties may seek alternative remedies as they deem appropriate. Subject to the procedure outlined in this section, both Parties will have all legal remedies allowed to them by applicable law. The provisions of this section are strictly limited in scope to serve as a prerequisite to the enforcement of remedies under this Agreement. Failure by either Party to raise a Dispute through this process shall not constitute waiver or acceptance of an alleged violation of this Agreement.

Article VI Insurance

During the Term of this Agreement, the mobility provider shall maintain and enforce during the Term, at the mobility provider's own expense, at least the following coverages:

- (a) Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident;
- (b) Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability

coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; and

- (c) Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

The mobility provider will include Coppell as an additional insured via blanket endorsement under the mobility provider's commercial general liability insurance policy. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Coppell may carry and will contain a waiver of subrogation against Coppell and its insurance carrier(s) with respect to all obligations assumed by the mobility provider under this Agreement. The fact that the mobility provider has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such mobility provider's other obligations or liabilities set forth in this Agreement.

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 to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

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

7.5 No Waiver of Liability. 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:

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

With Copy to:

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

If intended for City of Coppell:

Mike Land
City Manager
255 Parkway Blvd.
Coppell, Texas 75019
Phone: 972-304-3618

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 Exhibits. The Exhibits attached hereto are incorporated herein.

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

7.12 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.

7.13 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.

7.14 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.


7.15 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.

7.16 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.

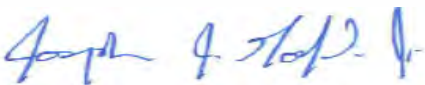
(signature page to follow)

EXECUTED this 30th day of September, 2020.

Denton County Transportation Authority

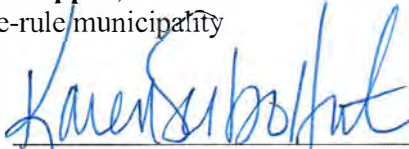
By: 
Marisa Perry, Chief Financial Officer, for Raymond Suarez, Chief Executive Officer

APPROVED AS TO FORM:

By: 
Joseph J. Gorfida, Jr., General Counsel
(08-07-2020:TM 117185)

EXECUTED this 25th day of August, 2020.

City of Coppell, Texas
a home-rule municipality

By: 
Karen Selbo Hunt, Mayor

APPROVED AS TO FORM:


By: 
Robert E. Hager, Coppell City Attorney

EXHIBIT 1

AGENCY	Service Rendered	Cost Allocation Per Year \$50,000
Denton County Transportation Authority	Contracted Mobility Provider Service: <i>Direct invoiced costs</i>	Not-to-exceed \$28,125
	Administrative Fee: <i>Contract management, billing, administration, reporting, data analytics, and customer service</i>	Not-to-exceed \$16,875/60% of the direct invoiced costs
City of Coppell	Marketing and Outreach	Not-to-exceed \$5,000
		TOTAL: \$50,000

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Approval of the Annual Renewal Lyft Task Order between the Denton County Transportation Authority (DCTA) and Lyft for Service in the City of Coppell

Recommendation

Staff recommends approving the renewal of Lyft Task Order 9 Rev. 2 between the Denton County Transportation Authority (DCTA) and Lyft for Service in the City of Coppell in order to continue the Coppell Lyft Program services.

Background

Since October 1, 2019, DCTA has provided mobility services through a task order with Lyft to provide first and last mile service to workforce centers in the City of Coppell.

Lyft provides on-demand services from six transit stops to the City of Coppell's workforce centers. Transit stops include: The A-train Hebron Station, DART Trinity Mills Station, DART Beltline Station, two DART Bus Stops (Saintsbury at Beltline and Regent at Royal), and the Grapevine TRE station.

Services are offered Monday through Sunday, from 5 am to 12 am. The customer pays the first \$2, with the City of Coppell subsidizing the remainder of the fare up to \$17. Any remaining fare is paid by the customer. Based on ridership data provided by Lyft, the majority of passengers are traveling to the Amazon warehouse and distribution center. The current annual program budget for Lyft rides is \$28,125.

For additional background, Lyft Task Order 9 Rev. 1 and Lyft Task Order Rev. 2 are included as Exhibits 1-2.

Previous Board Activity & Action

August 2019 - DCTA Board of Directors approved an initial Interlocal Agreement with the City of Coppell.

August 2020 – DCTA Board of Directors approved the First Amended and Restated ILA with the City of Coppell and Coppell Lyft Task Order 9 Rev. 1.

July 2021 – Renewal of the task order between DCTA and Lyft for service in the City of Coppell was presented to the DCTA Board of Directors as an informational item prior to seeking consideration of approval.

Identified Need

On September 30, 2021, the current Lyft task order will expire, and contractual extensions will be necessary to continue current mobility services in the City of Coppell.

Financial Impact

DCTA will be fully reimbursed by the City of Coppell for the Lyft service including appropriate administrative fees. All Lyft costs incurred are directly invoiced to the City of Coppell. To address the costs associated with executing the task order and related activities, the Interlocal Agreement with the City of Coppell provides for a 60% administrative fee.

Exhibits

Exhibit 1 – Coppell Lyft Task Order 9 Rev. 1

Exhibit 2 – Coppell Lyft Task Order 9 Rev. 2

Submitted By: *Sarah Ault*
Sarah Ault - Mobility Services Manager

A handwritten signature in blue ink, appearing to read "Sarah Ault", is positioned above the printed name.

Approval: _____
Troy Raley – Senior Director of Mobility Services



Denton County Transportation Authority

Task Order

Task Number:	9 Rev 1 Project ID: N/A Grant N/A		
Contractor:	Lyft, Inc.		
PROJECT INFORMATION			
Name:	City of Coppell Lyft Zone		
DCTA Account Code: (Contract to be Billed Under)	240-50810	Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead	Sarah Hultquist		
Requested By	Lindsey Baker		
Cost Estimate			
Not to Exceed Budget	\$28,125		
DESCRIPTION			
(Include Scope, Cost, and Deliverables with Schedule)			
<p>This Denton County Transportation Authority Task Order #9 ("Task Order #9") shall be governed by the terms and conditions of the General Services Agreement executed by the parties on or around July 7, 2017 and amended as of June 19, 2020 ("Agreement"). In the event of any direct conflict between the terms of this Task Order and the terms of the Agreement, then the terms of this Task Order shall control.</p> <p>For clarity, this Program will provide a subsidy for Lyft rides to support workforce transit needs within the East & West Workforce Zones within the City of Coppell. Geofenced areas will initially include 5 transit stops: A-train Hebron Station, DART Trinity Mills Station, DART Beltline Station, two DART Bus Stops (Saintsbury @ Beltline and Regent @ Royal) in addition to the East & West Workforce Zones. This Revision 1 adds an existing stop at the Grapevine TRE Station. The estimated average trip cost is \$12. The rider will pay the first \$2 fare, after which the City of Coppell will subsidize the remainder of the fare up to a maximum of \$17. Any remaining fare over \$17 will be paid by the rider. The subsidized rides will only be permitted Monday-Sunday, 5:00 AM to 12:00 AM, and only within the designated geofenced zones.</p> <p>The term of this task order shall commence on October 1, 2020 and continue through September 30, 2021.</p>			
SIGNATURES/APPROVALS			
Contractor:	 <small>DocuSigned by: 38C87365A603421...</small>	Date	10/6/2020
Nicole Recker VP Mobility Service and Administration, DCTA	 <small>DocuSigned by: 3251E32C67BE4B2...</small>	Date	10/6/2020

TASK ORDER #9 Revision 1

1. **Overview.**

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. Lyft will assist DCTA in implementing a discount program for City of Coppell for workforce transit needs. DCTA has identified the service of Transportation Network Companies (TNC) as important to address first mile / last mile connections in the agency's service area.

A rider participating in this program will receive a fare subsidy for rides within (8) geofenced and time blocked zones of (6) transit stops and (2) Workforce Zones (East and West). The rider will pay the first \$2 of the trip fare with the remainder of the fare up to a maximum of \$17 being subsidized by DCTA. Anything over \$17 will be the responsibility of the passenger.

2. **Term.**

The term of this task order shall commence on October 1, 2020 and continue through September 30, 2021 ("**Term**").

3. **The Dashboard.**

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

4. **Concierge Service.**

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

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

- ii. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each rider to allow Lyft to use the rider Information to (a) send transactional SMS texts to the rider relating to the Request and rider's Ride; (b) share the rider Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the rider and pick-up and drop-off location; and (c) use and store the rider Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for riders whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each rider to share such rider Information for the purposes set forth herein.

5. **Additional Obligations.**

Lyft Obligations.

1. **Geographic Area of Service:** The activities described herein shall take place in the City of Coppell East and West Business Park, four rail stations and two small bus stops as set forth in the maps hereto attached as Attachment 1 ("Program Map Area")
2. **Partner Codes:** Lyft will provide Partner with two (2) coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:
 - o Credit Value: Each Partner Code shall have a credit value of up to 62 rides per month and provide the rider with up to a \$17 subsidy per ride after the rider pays the initial \$2 fare. All ride costs above \$17 per ride will be the responsibility of the passenger.
 - o Valid Use: Valid for use by all riders who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the rider's Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
 - o Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.
 - o Code-Credit Parameters and Budget: Below are the program parameters for the initial codes and/or credits implemented under the Agreement. These parameters may be changed and/or new code/credits program added as needed.

Location Limits	The Partner Codes/Credits will be for travel limited by a geofence as outlined and detailed in Attachment 1 .
Time Windows	<p>Partner financed subsidies will only be applied to Rides on the following days at the following times:</p> <ul style="list-style-type: none"> • Monday: 5:00 AM to 12:00 AM • Tuesday: 5:00 AM to 12:00 AM • Wednesday: 5:00 AM to 12:00 AM • Thursday: 5:00 AM to 12:00 AM • Friday: 5:00 AM to 12:00 AM • Saturday: 5:00 AM to 12:00 AM • Sunday: 5:00 AM to 12:00 AM
Ride Type Restriction	Lyft Standard
Number of Rides	Each Monthly Code/Credits shall grant each Rider up to 62 subsidized rides per month.
Subsidy Structure	The rider will pay the first \$2 of the trip fare. After the \$2 fare the Monthly Code will cover the remainder of the fare up to a maximum of \$17. Ride costs above \$17 will be the responsibility of the passenger.
Eligibility	Open to the Public

- Monthly renewal: Each month, enrollees in the program who have entered the Code in their app, will automatically receive a new monthly pass for the subsequent month, unless the Partner notifies Lyft to exclude specific current passengers from the ensuing month's enrollment within seven (7) business days of the last day of the current month.
- Modifications: To modify Partner Codes/Credits during the Term, Partner may send an email to transit@lyft.com and codeshelp@lyft.com, which contains the modifications to 1) the number of Partner Codes/Credits requested, 2) the price attributable to each Partner Codes/Credits, and/or 3) any additional Partner Codes/Credits parameters (collectively, the "Codes/Credits Modifications"). Partner represents and warrants that the person submitting Code Modifications has the requisite express, actual authority to modify Partner Codes/Credits on behalf of Partner. Upon Lyft's receipt of a Codes/Credits Modifications (i) Lyft agrees to sell, transfer and deliver the modified Partner Codes/Credits to Partner within five (5) business days, and (ii) Partner agrees to pay Lyft for any usage of the Partner Codes/Credits, subject to the terms and conditions herein.

3. **Special Program Parameters:** Any authorized rider who enters the DCTA partner code option within the Lyft platform is entitled to the fare subsidy applied to a qualified trip within the program time block.

The program is designed as a workforce transit program. Riders working in the City of Coppel's East and West business parks will be invited to participate in this program based on outreach through the City of Coppel and individual business outreach. Communication measures will be developed to promote usage of the Partner Code and to ensure the program's usage is limited only to riders who are eligible for participation under program guidelines.

4. **Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.
5. **Marketing:** Lyft agrees to promote the Partner Code as mutually agreed upon by the parties. Both parties shall be responsible for its sole cost and expense incurred through this obligation.

Partner Obligations.

1. Partner agrees to pay for any usage of the Partner Codes, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the rider's personal payment amount as associated with the rider's Lyft account.
R
2. The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than \$28,125 per year associated with Partner Codes ("Budget"), unless modified or amended in writing by Partner. Partner shall implement reasonable procedures to monitor its Budget and inform Lyft of its need to cancel or suspend Partner Codes within two (2) business days of reaching the Budget. For avoidance of doubt, Partner, not Lyft, shall be responsible for any fees incurred in the event Partner exceeds the Budget.
3. Partner agrees to promote the Partner Code via Partner's official website, blog, social media accounts, and additional marketing channels as mutually agreed upon by the parties.

6. **Fees; Payment.**

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with services provided to Partner, including but not limited to Concierge rides requested by Partner and Partner Codes redeemed by Partner or riders for the preceding month. Payment is due within thirty (30) days of invoice date. All invoices shall be sent to Partner by the 10th of each month for the preceding month. All late payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for any and all activity relating to the Partner Codes and will indemnify Lyft for any claims related to Partner's use thereof. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or riders, even after expiration of the Term.

7. **Contacts.**For Lyft:

Name: Paul Davis

Email: pdavis@lyft.com

For Partner:

Name: Sarah Hultquist

Email: shultquist@dcta.net

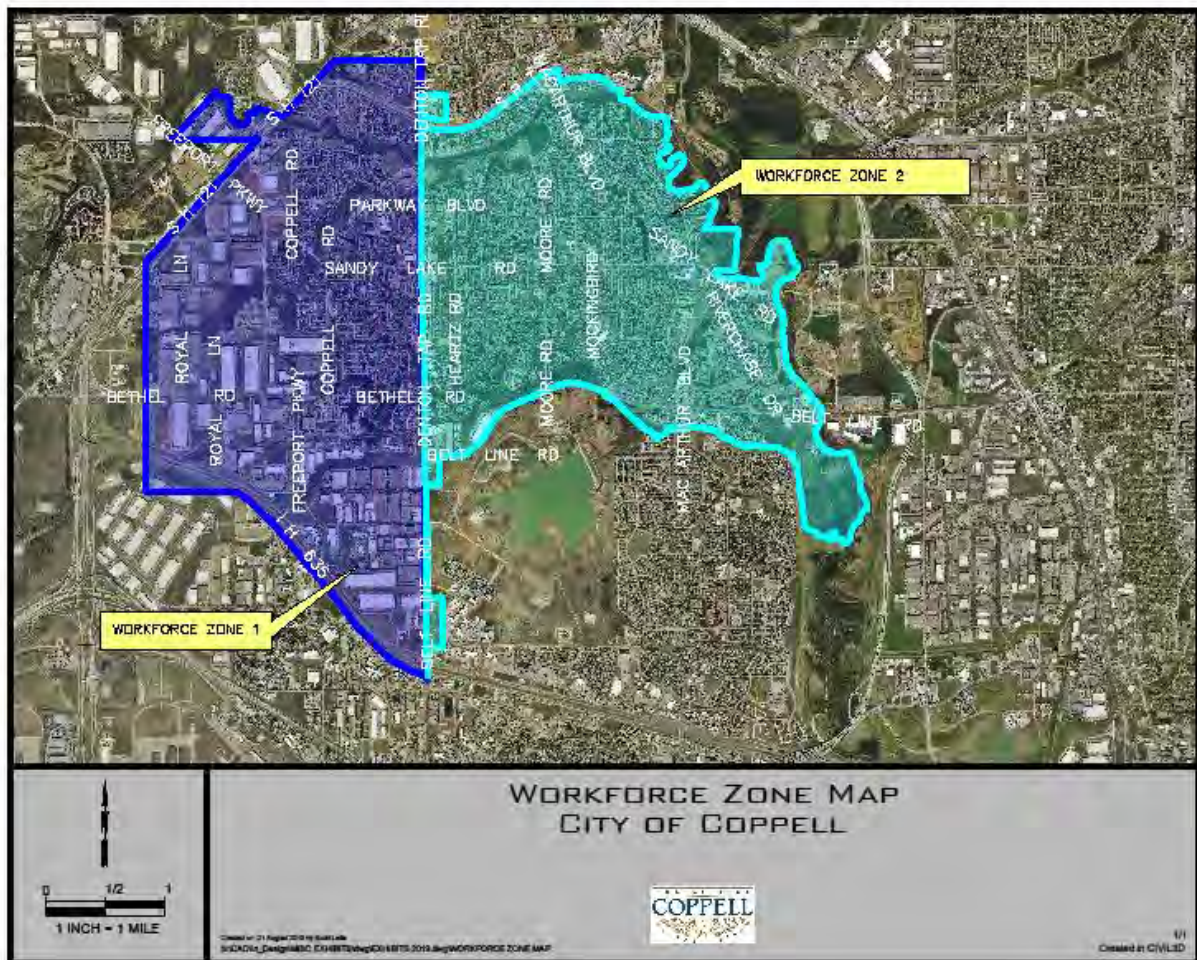
8. **Conditions.**

On July 7, 2017, Lyft and Partner entered into that certain Agreement under which Lyft and Partner agreed to launch Programs in accordance with the Agreement and as specified in specific Task Orders. The terms and conditions of the Agreement shall apply to this Task Order Number 9 rev. 1. If any terms or conditions contained in this Task Order Number 9 rev. 1 are inconsistent with the Agreement, the terms and conditions contained in this Task Order Number 9 rev. 1 will be controlling.

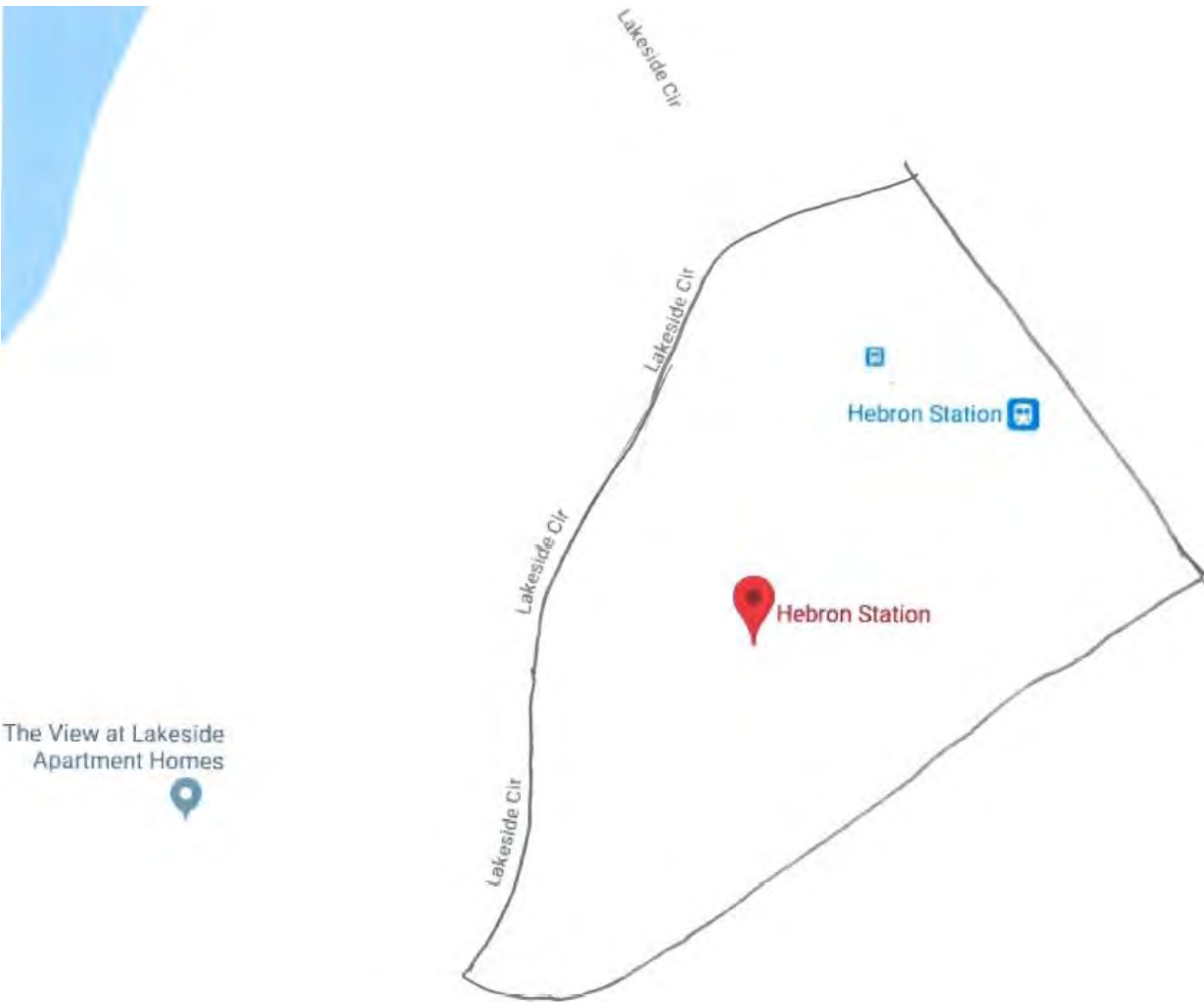
9. Prohibition of Boycott Israel.

Lyft verifies that it is in compliance with all applicable laws and regulations in its performance of the services outlined under this Agreement.

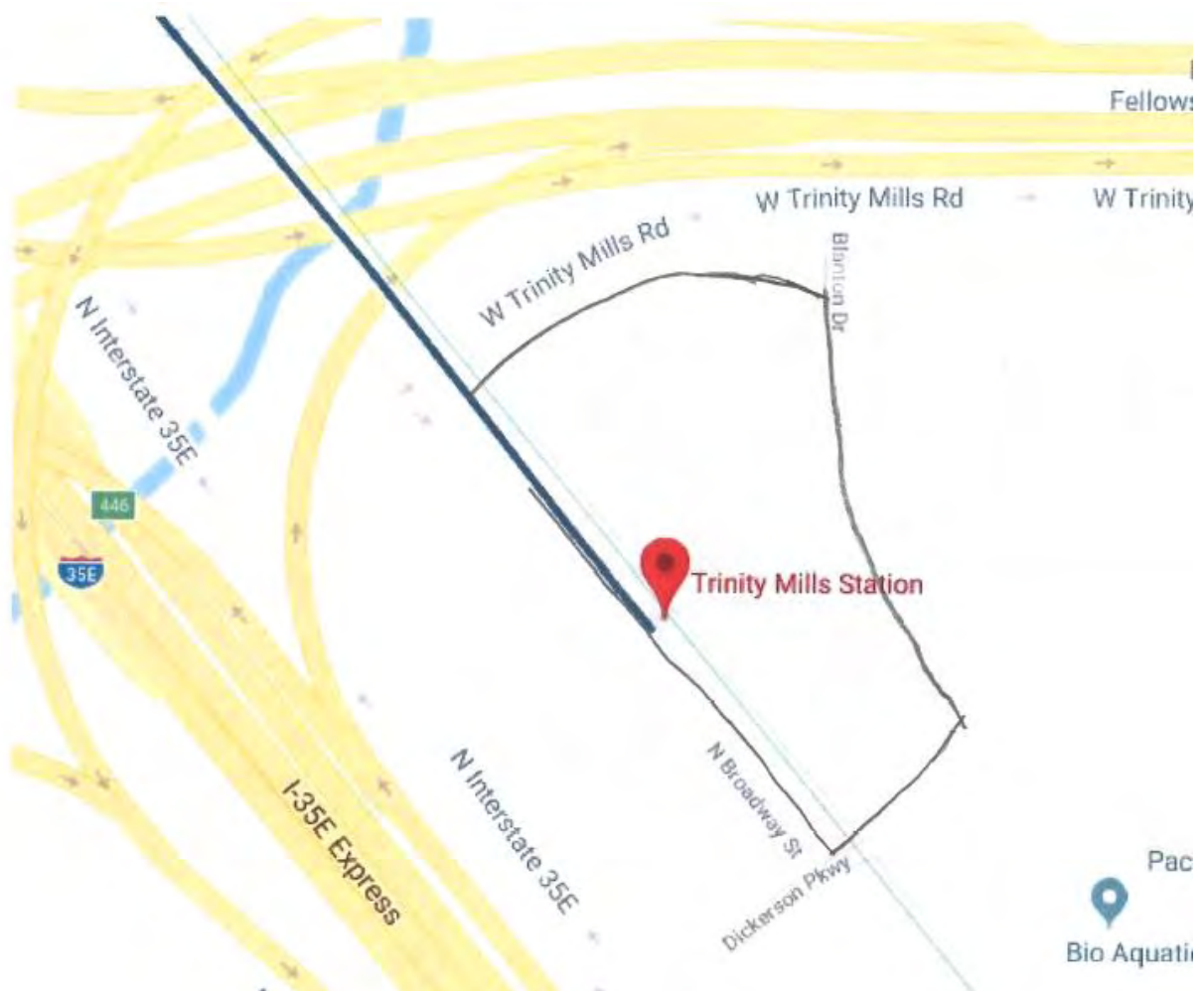
ATTACHMENT 1
[Program Map Area]
City of Coppel Workforce Zone 1 & Workforce Zone 2



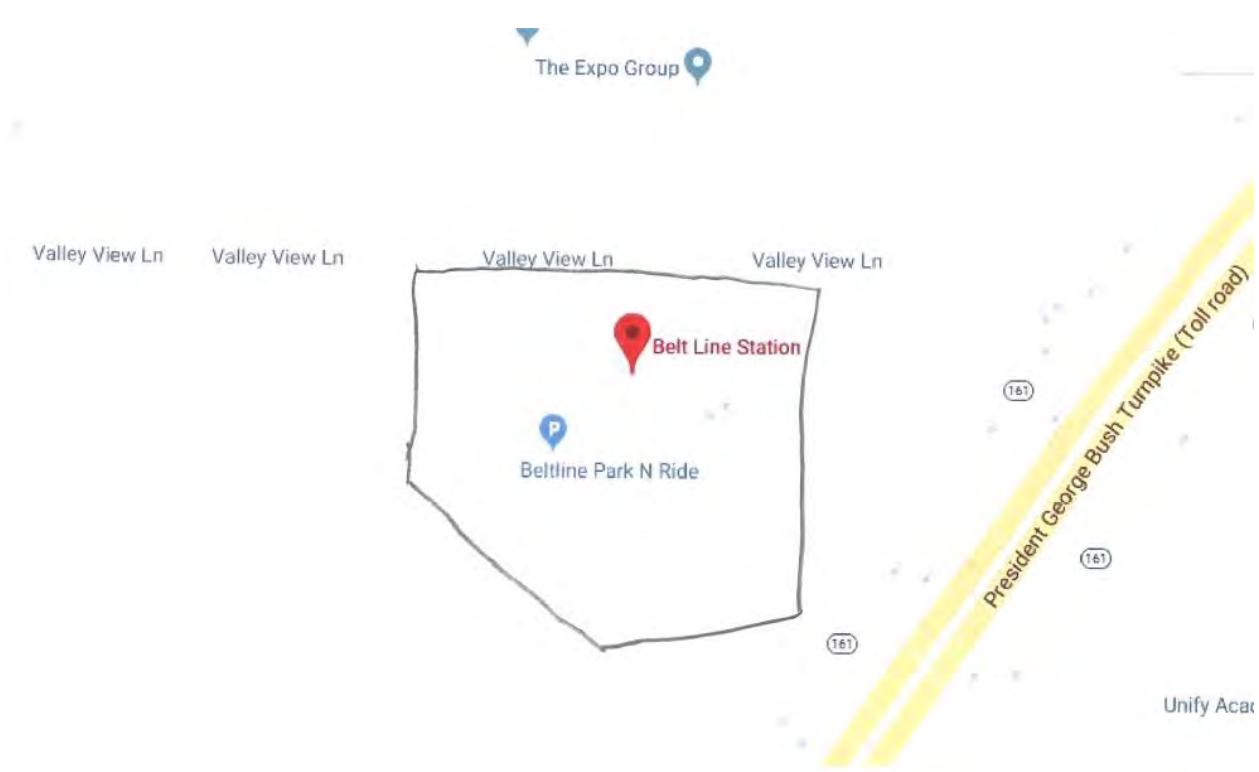
A-train Hebron Station



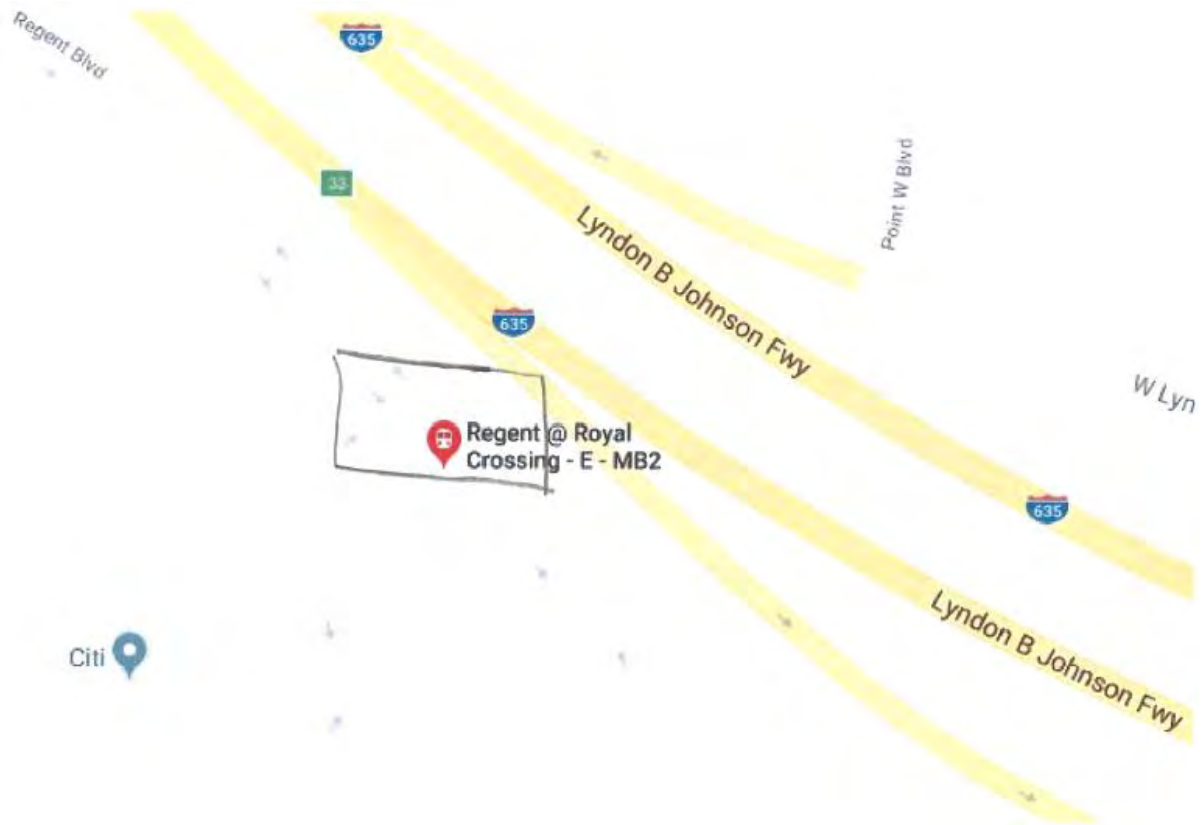
DART Trinity Mills Station



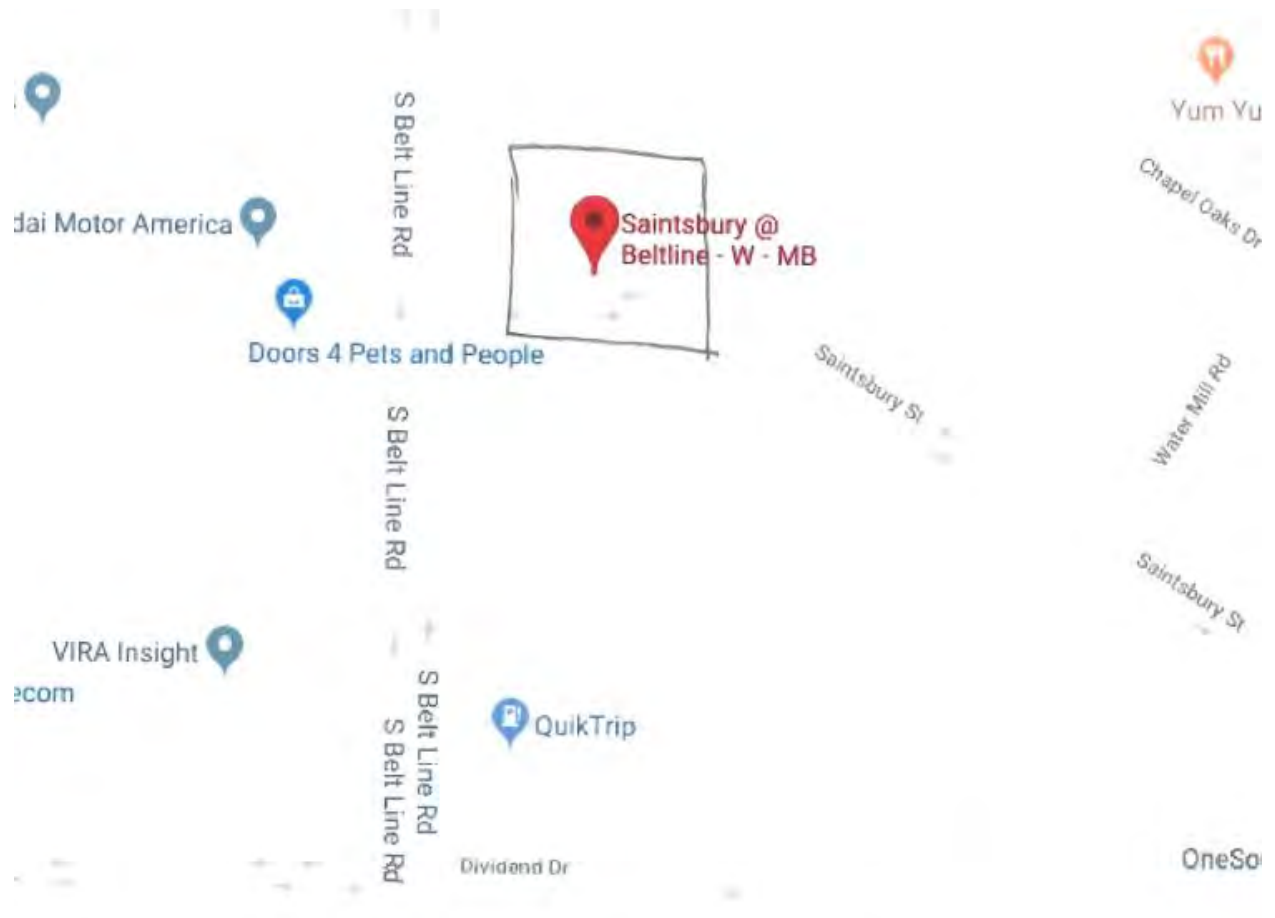
DART Beltline Station



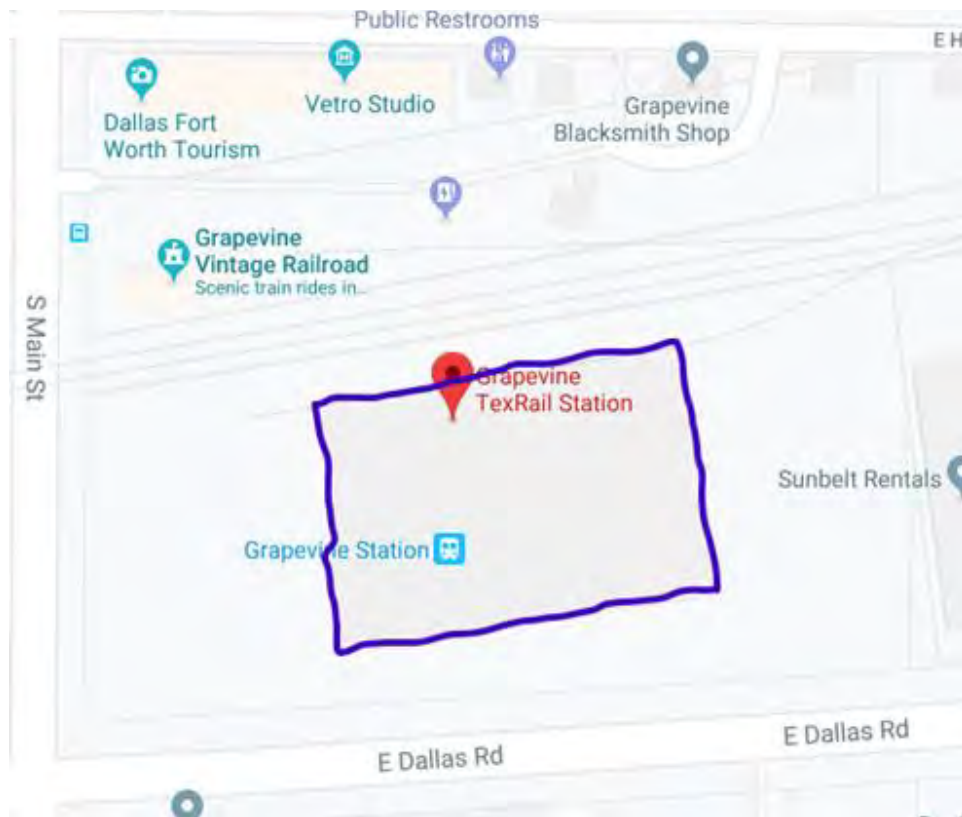
DART Bus Stop Regent @ Royal



DART Bus Stop Saintsbury @ Beltline



Grapevine TEXRail Station



ATTACHMENT 2
[Monthly Data Reporting]

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

MONTHLY REPORT
Trips Data Decoupled

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

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

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



Denton County Transportation Authority

Task Order

Task Number:				9 Rev 2 Project ID: N/A Grant N/A			
Contractor:				Lyft, Inc.			
PROJECT INFORMATION							
Name:				City of Coppell Lyft Zone			
DCTA Account Code: (Contract to be Billed Under)				240-50810		Approved Budget Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Project Lead				Sarah Ault			
Requested By				Sarah Ault			
Cost Estimate							
Not to Exceed Budget				\$28,125 annual			
DESCRIPTION							
(Include Scope, Cost, and Deliverables with Schedule)							
<p>This Denton County Transportation Authority Task Order #9 ("Task Order #9") shall be governed by the terms and conditions of the General Services Agreement executed by the parties on or around July 7, 2017 and amended as of June 19, 2020 ("Agreement"). In the event of any direct conflict between the terms of this Task Order and the terms of the Agreement, then the terms of this Task Order shall control.</p> <p>For clarity, this Program will provide a subsidy for Lyft rides to support workforce transit needs within the East & West Workforce Zones within the City of Coppell. Geofenced areas will initially include 5 transit stops: A-train Hebron Station, DART Trinity Mills Station, DART Beltline Station, two DART Bus Stops (Saintsbury @ Beltline and Regent @ Royal) in addition to the East & West Workforce Zones. This Revision 1 adds an existing stop at the Grapevine TRE Station. The estimated average trip cost is \$12. The rider will pay the first \$2 fare, after which the City of Coppell will subsidize the remainder of the fare up to a maximum of \$17. Any remaining fare over \$17 will be paid by the rider. The subsidized rides will only be permitted Monday-Sunday, 5:00 AM to 12:00 AM, and only within the designated geofenced zones.</p> <p>The term of this task order shall commence on October 1, 2020 and continue through September 30, 2021.</p> <p>Revision 2 extends the term through September 30, 2022 with an annual budget not to exceed \$28,125 per year.</p>							
SIGNATURES/APPROVALS							
Contractor:						Date	
Raymond Suarez, CEO						Date	

TASK ORDER #9 Revision 2

1. Overview.

The intent of this Task Order is for Lyft Inc. to provide, on behalf of DCTA, on-demand rideshare services. Lyft will assist DCTA in implementing a discount program for City of Coppell for workforce transit needs. DCTA has identified the service of Transportation Network Companies (TNC) as important to address first mile / last mile connections in the agency's service area.

A rider participating in this program will receive a fare subsidy for rides within (8) geofenced and time blocked zones of (6) transit stops and (2) Workforce Zones (East and West). The rider will pay the first \$2 of the trip fare with the remainder of the fare up to a maximum of \$17 being subsidized by DCTA. Anything over \$17 will be the responsibility of the passenger.

2. Term.

The term of this task order shall commence on October 1, 2020 and continue through September 30, 2022 ("Term").

3. The Dashboard.

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

4. Concierge Service.

General. Under the Concierge Service, an Administrator may request a Ride for a rider by submitting such request in the Dashboard (each, a "**Request**"). Each Request will include all relevant Ride information, including but not limited to, the rider's first and last name, pick-up and drop-off location, and telephone number (collectively, "**rider Information**"). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the rider. Lyft or the Driver may contact the rider via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-shows by riders will be subject to Lyft's cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service ("**Concierge Rides**"). All Concierge Rides are subject to prime-time surcharges and Driver

availability.

- i. **Ride Requests.** When submitting a Request, Partner consents on behalf of itself and each rider to allow Lyft to use the rider Information to (a) send transactional SMS texts to the rider relating to the Request and rider's Ride; (b) share the rider Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the rider and pick-up and drop-off location; and (c) use and store the rider Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy. Partner represents and warrants that (i) Partner will only submit Requests for riders whom are eighteen (18) years of age or older; and (ii) Partner has obtained all necessary consents from each rider to share such rider Information for the purposes set forth herein.

5. Additional Obligations.

Lyft Obligations.

1. **Geographic Area of Service:** The activities described herein shall take place in the City of Coppell East and West Business Park, four rail stations and two small bus stops as set forth in the maps hereto attached as Attachment 1 ("Program Map Area")
2. **Partner Codes:** Lyft will provide Partner with two (2) coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:
 - o Credit Value: Each Partner Code shall have a credit value of up to 62 rides per month and provide the rider with up to a \$17 subsidy per ride after the rider pays the initial \$2 fare. All ride costs above \$17 per ride will be the responsibility of the passenger.
 - o Valid Use: Valid for use by all riders who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the rider's Lyft App; (d) take a completed ride via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.
 - o Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.
 - o Code-Credit Parameters and Budget: Below are the program parameters for the initial codes and/or credits implemented under the Agreement. These parameters may be changed and/or new code/credits program added as needed.

Location Limits	The Partner Codes/Credits will be for travel limited by a geofence as outlined and detailed in Attachment 1 .
Time Windows	Partner financed subsidies will only be applied to Rides on the following days at the following times: <ul style="list-style-type: none">• Monday: 5:00 AM to 12:00 AM• Tuesday: 5:00 AM to 12:00 AM• Wednesday: 5:00 AM to 12:00 AM• Thursday: 5:00 AM to 12:00 AM• Friday: 5:00 AM to 12:00 AM• Saturday: 5:00 AM to 12:00 AM• Sunday: 5:00 AM to 12:00 AM
Ride Type Restriction	Lyft Standard
Number of Rides	Each Monthly Code/Credits shall grant each Rider up to 62 subsidized rides per month.

Subsidy Structure	The rider will pay the first \$2 of the trip fare. After the \$2 fare the Monthly Code will cover the remainder of the fare up to a maximum of \$17. Ride costs above \$17 will be the responsibility of the passenger.
Eligibility	Open to the Public

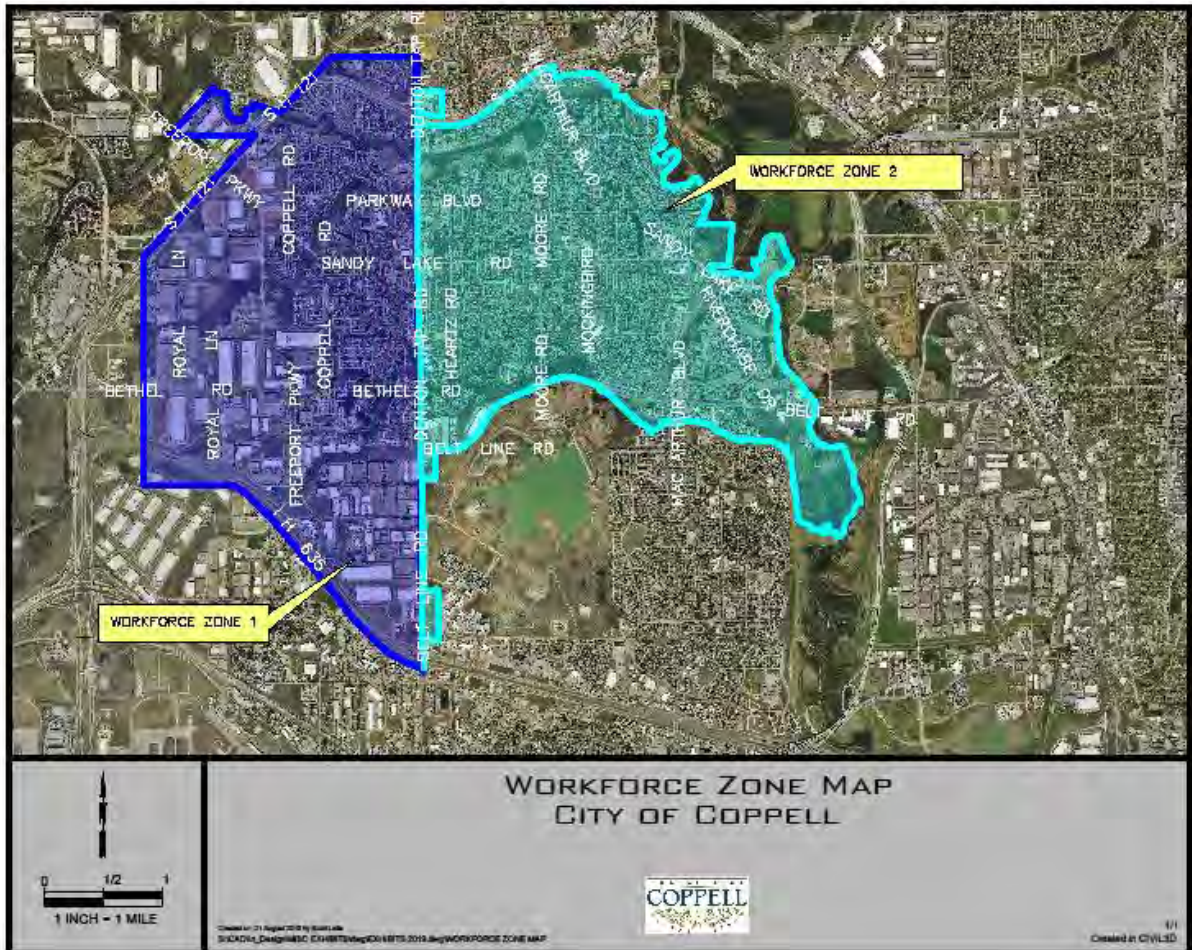
- Monthly renewal: Each month, enrollees in the program who have entered the Code in their app, will automatically receive a new monthly pass for the subsequent month, unless the Partner notifies Lyft to exclude specific current passengers from the ensuing month's enrollment within seven (7) business days of the last day of the current month.
- Modifications: To modify Partner Codes/Credits during the Term, Partner may send an email to transit@lyft.com and codeshelp@lyft.com, which contains the modifications to 1) the number of Partner Codes/Credits requested, 2) the price attributable to each Partner Codes/Credits, and/or 3) any additional Partner Codes/Credits parameters (collectively, the "Codes/Credits Modifications"). Partner represents and warrants that the person submitting Code Modifications has the requisite express, actual authority to modify Partner Codes/Credits on behalf of Partner. Upon Lyft's receipt of a Codes/Credits Modifications (i) Lyft agrees to sell, transfer and deliver the modified Partner Codes/Credits to Partner within five (5) business days, and (ii) Partner agrees to pay Lyft for any usage of the Partner Codes/Credits, subject to the terms and conditions herein.

3. **Special Program Parameters:** Any authorized rider who enters the DCTA partner code option within the Lyft platform is entitled to the fare subsidy applied to a qualified trip within the program time block.

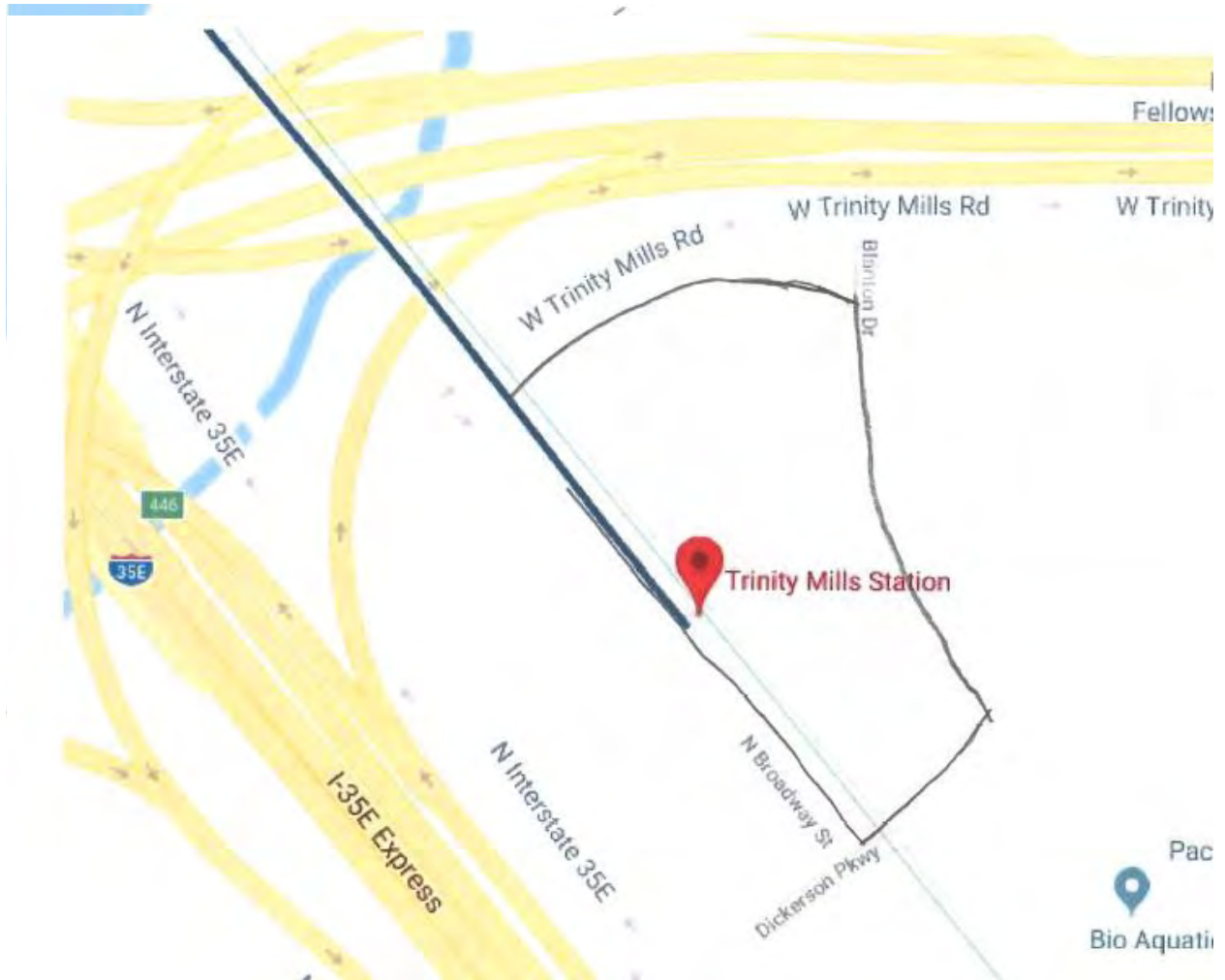
The program is designed as a workforce transit program. Riders working in the City of Coppell's East and West business parks will be invited to participate in this program based on outreach through the City of Coppell and individual business outreach. Communication measures will be developed to promote usage of the Partner Code and to ensure the program's usage is limited only to riders who are eligible for participation under program guidelines.

4. **Reporting:** Each month, along with the invoice, Lyft will provide Partner with report regarding the usage of the Partner Codes. Each report shall include the data fields as outlined in **Attachment 2**.
5. **Marketing:** Lyft agrees to promote the Partner Code as mutually agreed upon by the parties. Both parties shall be responsible for its sole cost and expense incurred through this obligation.

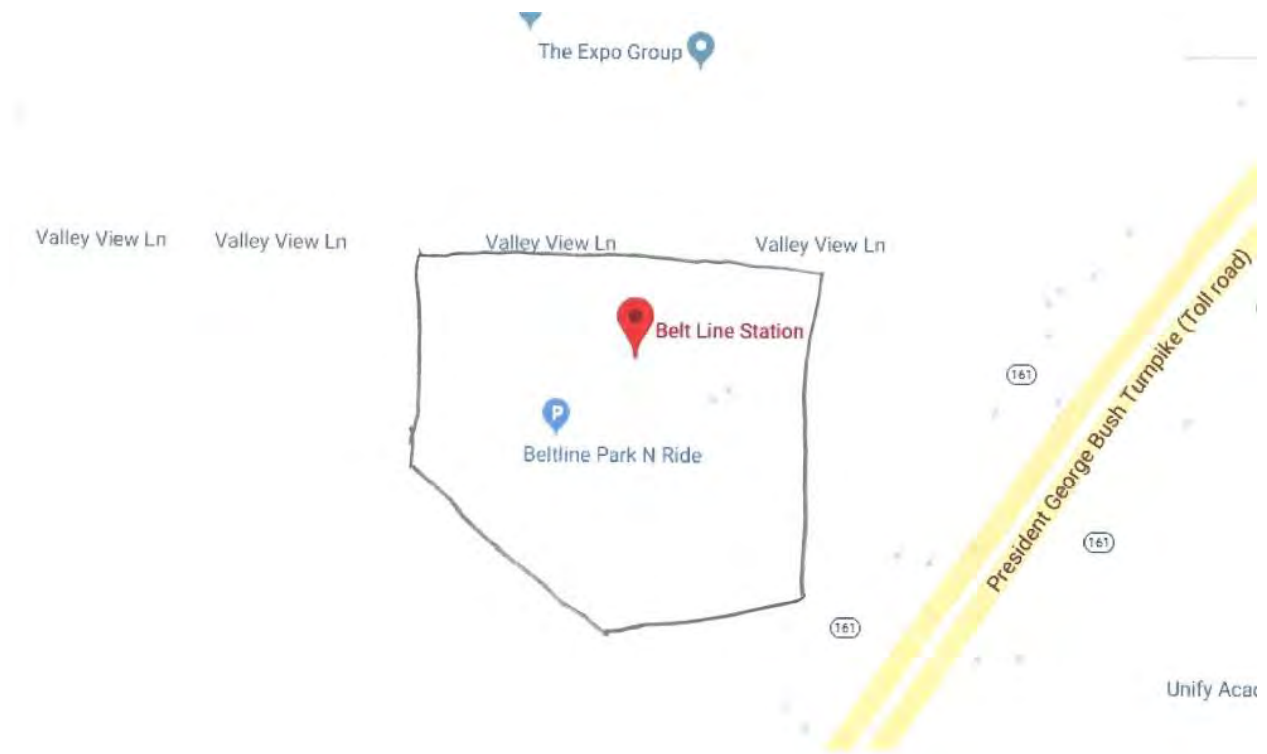
ATTACHMENT 1
[Program Map Area]
City of Coppell Workforce Zone 1 & Workforce
Zone 2



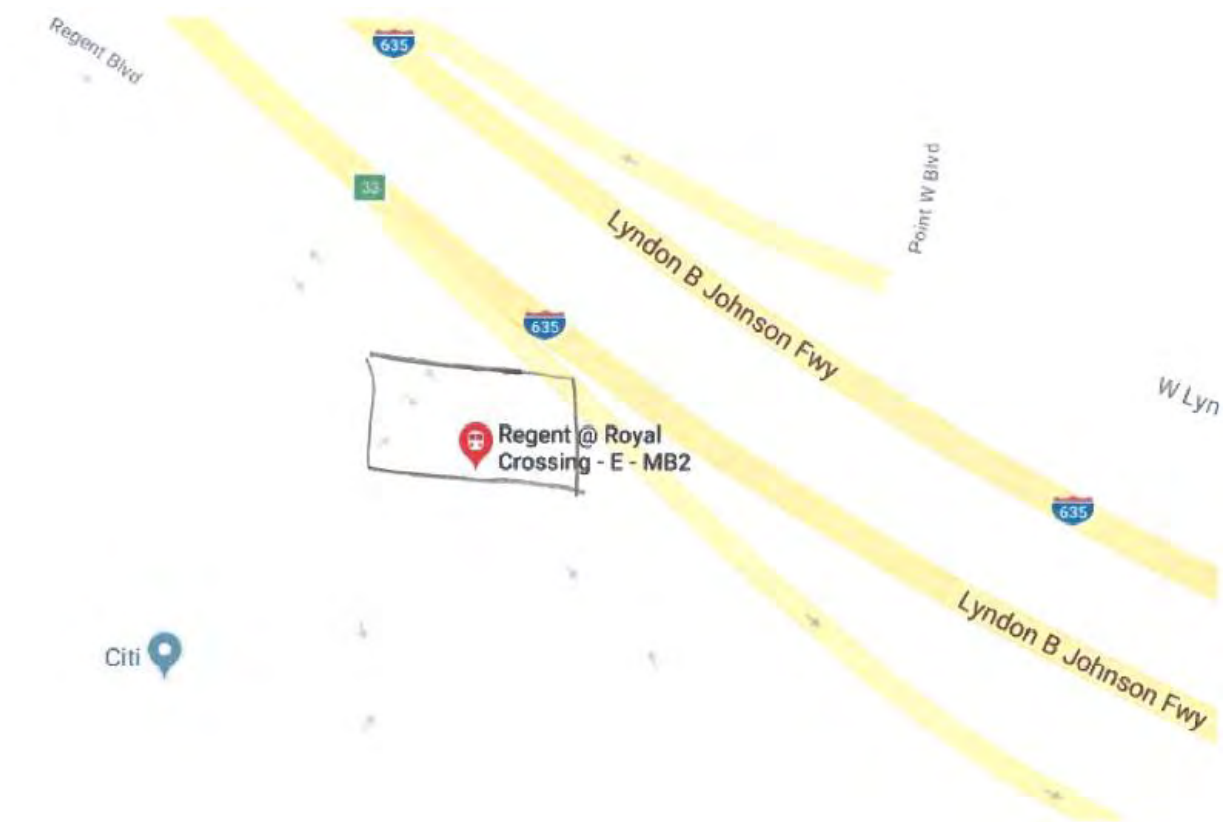
A-train Hebron Station



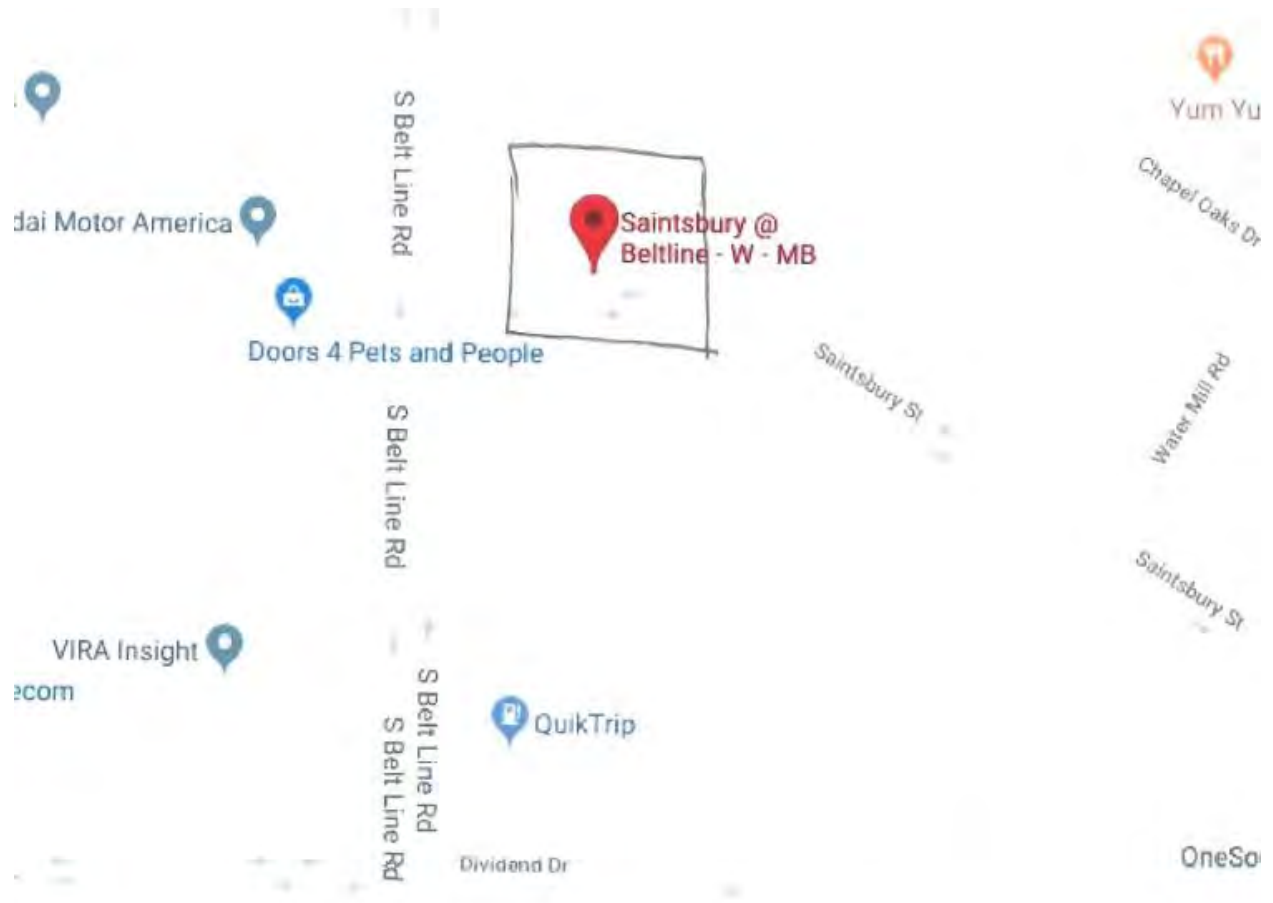
DART Beltline Station



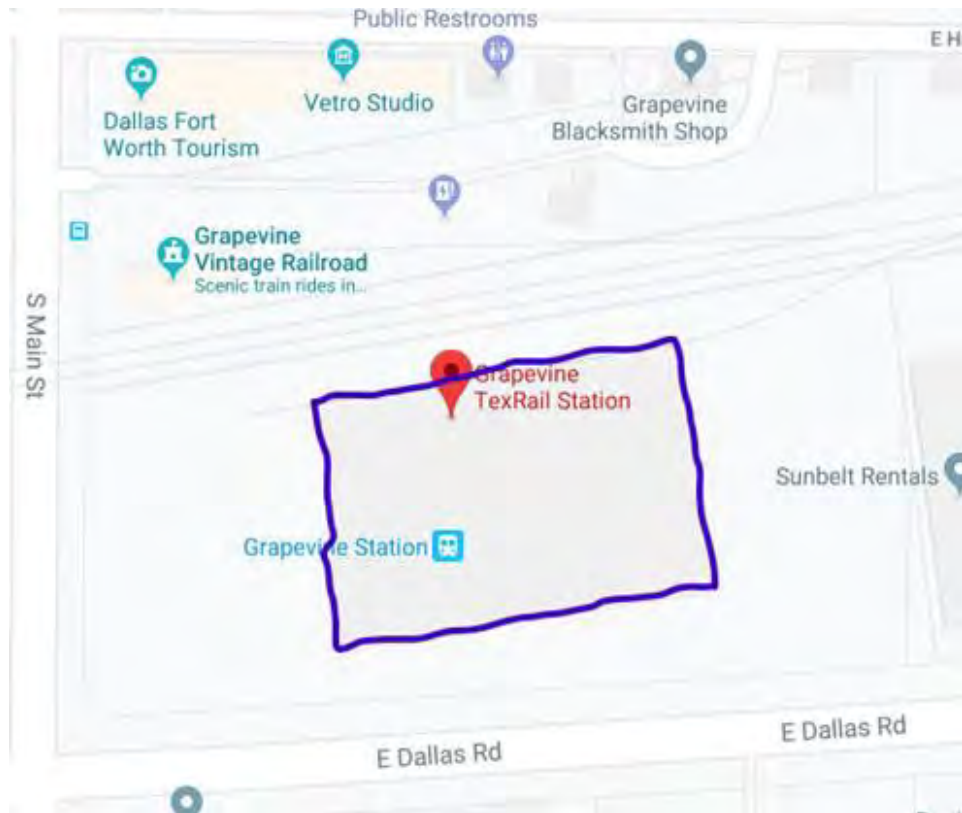
DART Bus Stop Regent @ Royal



DART Bus Stop Saintsbury @ Beltline



Grapevine TEXRail Station



ATTACHMENT 2

[Monthly Data Reporting]

CONFIDENTIAL/TRADE SECRET - DO NOT FORWARD OR SHARE

MONTHLY REPORT

Trips Data Decoupled

INVOICE

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

NTD REPORTING

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

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



Board of Directors Memo

August 26, 2021

SUBJECT: Consider Approval of an Award of Contract to Southern Tire Mart and The Goodyear Tire & Rubber Company for Request for Bid (RFB) 21-05 New and Recapped Tires

Recommendation

Staff is recommending approval of an award to Southern Tire Mart and The Goodyear Tire and Rubber Company as outlined below:

Southern Tire Mart

Items:

21-05-01-08
21-05-01-10
21-05-01-11
21-05-01-13
21-05-01-14
21-05-01-16
21-05-01-17
21-05-01-18

The Goodyear Tire and Rubber Company

Items:

21-05-01-01 21-05-01-12
21-05-01-02 21-05-01-17
21-05-01-03 21-05-01-18
21-05-01-04
21-05-01-05
21-05-01-06
21-05-01-07
21-05-01-09

Award of item 21-05-01-19 to The Goodyear Tire and Rubber Company, this item will be purchased by Span directly from the vendor.

Background

On May 21, 2021 DCTA and Span jointly released RFB 21-05 for the purchase of New and Recapped Tires. The solicitation will establish a purchasing contract, which will allow DCTA and Span to purchase new and recapped tires for each agency's bus fleet, vans, and other fleet vehicles as needed.

The existing contract for New and Recapped Tires expired on July 31, 2021.

Previous Board Activity & Action

June 24, 2021 Board Meeting Informational Item

Identified Need

Tires are ordered on an as needed basis to service the vehicles in accordance with safety standards and the safe operation of the fleet. The term of the contract will be effective upon award through and including July 31, 2022.

Financial Impact

Expenditures for tires are reimbursed by grant funds from the Federal Transit Administration (FTA) The contract is for a one (1) year term with anticipated annual expenses of \$105,000. SPAN will purchase tires directly from the awarded vendor(s) and will have no financial impact on DCTA's budget.



Exhibits

Exhibit 1: Request for Bid 21-05

Exhibit 2: Southern Tire Mart Bid

Exhibit 3: The Goodyear Tire & Rubber Company Bid

Submitted By: 
Athena Forrester, AVP of Regulatory Compliance

Solicitation 21-05

New and Recapped Tires

Bid Designation: Public



Denton County Transportation Authority

Bid 21-05 New and Recapped Tires

Bid Number **21-05**
 Bid Title **New and Recapped Tires**
 Expected Expenditure **\$100,000.00** (This price is expected - not guaranteed)

Bid Start Date **May 20, 2021 4:24:18 PM CDT**
 Bid End Date **Jun 18, 2021 2:00:00 PM CDT**
 Question & Answer End Date **Jun 8, 2021 5:00:00 PM CDT**

Bid Contact **Jacob Riley**
Procurement Specialist
940-218-1607
jriley@dcta.net

Contract Duration **1 year**
 Contract Renewal **Not Applicable**
 Prices Good for **90 days**

Bid Comments **DCTA is requesting bid to provide New and Recapped Tires.**
A public opening will be conducted virtually on June 18, 2021 via Microsoft Teams at 2:15 CT.
 Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
[Learn More | Meeting options](#)

Item Response Form

Item **21-05--01-01 - Ford Focus 195/65R/15**
 Quantity **8 each**
 Unit Price
 Delivery Location **Denton County Transportation Authority**

DCTA - Bus Operations & Maintenance
 1101 Teasley Lane
 Denton TX 76205
Qty 8

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Focus	195/65R/15		8

Item **21-05--01-02 - Ford Transit Van 195/75R/16**

Quantity **72 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 72

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Transit Van	195/75R/15	D	72

Item **21-05--01-03 - Mini vans 225/65R/17**
Quantity **18 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 18

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Mini Vans	255/75R/15		18

Item **21-05--01-04 - Ford Ranger 225/70R/15**
Quantity **6 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 6

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Ranger	225/70R/15		6

Item **21-05--01-05 - Ford & Chevrolet Cutaway vans 225/75R/16**
Quantity **36 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 36

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford & Chevrolet Cutaway vans	225/75R/16	E	36

Item **21-05--01-06 - Ford half-ton truck 235/70R/17**
Quantity **8 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 8

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford ½-ton truck	235/70R/17		8

Item **21-05--01-07 - Dodge 1-ton truck 235/80R/17**
Quantity **6 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 6

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Dodge 1-ton truck	235/80R/17	E	6

Item **21-05--01-08 - EZ Rider bus 275/70R/22.5**
Quantity **12 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 12

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
EZ Rider bus	275/70R/22.5	J	12

Item **21-05--01-09 - EZ Rider bus 275/70R/22.5 RECAP**
Quantity **24 each**
Unit Price
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
EZ Rider bus	275/70R/22.5	J	24

RECAP

Item	21-05--01-10 - Champion bus 275/80R/22.5		
Quantity	24 each		
Unit Price	<div></div>		
Delivery Location	<div>Denton County Transportation Authority</div> <div><u>DCTA - Bus Operations & Maintenance</u></div> <div>1101 Teasley Lane</div> <div>Denton TX 76205</div> <div>Qty 24</div>		
Description			
Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Champion bus	275/80R/22.5	G	24

Item	21-05--01-11 - Champion bus 275/80R/22.5 RECAP		
Quantity	36 each		
Unit Price	<div></div>		
Delivery Location	Denton County Transportation Authority		
	<u>DCTA - Bus Operations & Maintenance</u>		
	1101 Teasley Lane		
	Denton TX 76205		
	Qty 36		
Description			
Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Champion bus	275/80R/22.5	G	36
	RECAP		

Item	21-05--01-12 - Gillig bus 305/85R/22.5		
Quantity	36 each		
Unit Price	<div></div>		
Delivery Location	Denton County Transportation Authority		
	<u>DCTA - Bus Operations & Maintenance</u>		
	1101 Teasley Lane		
	Denton TX 76205		
	Qty 36		
Description			
Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Gillig Bus	305/85R/22.5	J	36

Item	21-05--01-13 - Gillig Bus 305/85R/22.5 RECAP		
Quantity	72 each		
Unit Price	<input type="text"/>		
Delivery Location	Denton County Transportation Authority		
	<u>DCTA - Bus Operations & Maintenance</u>		

1101 Teasley Lane

Denton TX 76205

Qty 72

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Gillig Bus	305/85R/22.5	J	72
RECAP			

Item **21-05--01-14 - Span- Ford Cutaway Vans /Dodge Pro-Master Vans**

Quantity **184 each**

Unit Price

Delivery Location **Denton County Transportation Authority**

DCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

Qty 184

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Cutaway Vans /Dodge Pro-Master Vans	225/75R/16	E	184



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Bids (RFB) 21-05		
TITLE	New and Recapped Tires		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	NA	PRE BID/PROPOSAL MEETING LOCATION	NA
QUESTIONS DUE	June 8, 2021, by 5:00 pm CT	RESPONSES TO QUESTIONS RELEASED	June 11, 2021, by 5:00 pm CT
DUE DATE/TIME	June 18, 2021, at 2:00 pm CT A Bid Opening will be held at 2:15 pm June 18, 2021 electronically, see information listed on BidSync to join the bid opening		
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 Periscope S2G 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	Jacob Riley procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	Prior to the time and date indicated above, all bids must be received electronically at www.bidsync.com Bids received after the due date and time shall not be considered and will be returned unopened. Bids 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. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids. 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.		
ACCEPTANCE PERIOD	BIDS 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. OVERVIEW

Denton County Transportation Authority (DCTA), in a joint procurement with Span Transportation, is accepting bids for new and recapped vehicle tires for transit and truck vehicles, as well as wheel conditioning, mounting, balancing, and other tire services in accordance with the specifications set forth herein. DCTA intends to enter into an agreement with qualified Bidder(s) to provide new and recapped tires in accordance with the specifications set herein.

2. CONTRACT

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

Span may enter into a contract with awarded bidder(s), the contract shall reflect the terms and conditions of the RFB and the selected vendors bid submittal.

3. CONTRACT TERM

The term of the contract shall be for one (1) year, effective August 1, 2021, through and including July 31, 2022.

4. PRICE ADJUSTMENTS

Any price change requests must be submitted in writing sixty (60) days prior to price adjustment request. Requests for price adjustments are the responsibility of the bidder. Price adjustment requests must be documented with Bureau of Labor Statistics Data, Product Price Index, applicable to tires. It is the responsibility of the vendor to provide all documentation required to assist DCTA and Span in determining if the market justifies an increase in pricing. DCTA and Span reserve the right to accept or reject any/all requests for price adjustments. In the event DCTA and Span does not receive a price adjustment request sixty (60) days prior to the adjustment, all pricing shall remain.

5. PRODUCTS AND SCOPE OF SERVICES

Items furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. Specifications and requirements for specific products and/or items are specific to either DCTA and/or Span and addressed accordingly. Product specifications are summarized in the tables below.

5.1 Specifications/Deliverables- DCTA

5.1.1 Tire Size

5.1.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. DCTA does not guarantee any purchase quantity. DCTA reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Focus	195/65R/15		8
Ford Transit van	195/75R/16	D	72
Mini vans	225/65R/17		18
Ford Ranger	225/70R/15		6
Ford & Chevrolet Cutaway vans	225/75R/16	E	36
Ford ½-ton truck	235/70R/17		8
Dodge 1-ton truck	235/80R/17	E	6
EZ Rider bus	275/70R/22.5	J	12
EZ Rider bus	275/70R/22.5 RECAP	J	24
Champion bus	275/80R/22.5	G	24
Champion bus	275/80R/22.5 RECAP	G	36
Gillig bus	305/85R/22.5	J	36
Gillig bus	305/85R/22.5 RECAP	J	72

5.1.1.2 All tires shall be new and unused, except for recapped tires.

5.1.1.3 All tires shall be designed for use on transit buses, vans, trucks, and cars. **Truck tires are not acceptable for transit tires.**

5.1.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.1.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.7 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.2 Recapped Tires

5.1.2.1 Recapped tires shall be clearly marked as such.

5.1.2.2 Recapping of tires shall be performed only on casings of tires that the manufacturer advertises as suitable for recapping.

5.1.2.3 Casing must be thoroughly inspected by the vendor prior to recapping using Bandag, Goodyear, or Michelin inspection protocol.

5.1.2.4 Any tires that fail inspection shall not be recapped.

5.1.2.5 Recapped tires shall not be mounted on tires intended to be used as a steering tire.

5.1.2.6 All recapping shall be in accordance with the Bandag, Goodyear, or Michelin tire casing inspection methods, capping methods, and processes.

5.1.2.7 Recapping shall be completed with the latest technology.

5.1.2.8 Recapping shall be by pre-cure or mold-cure process only.

5.1.3 Services

- 5.1.3.1 DCTA uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to DCTA's Bus Operations & Maintenance Facility (refer to 5.1.5, below).
- 5.1.3.2 Bidder is to provide location information (city/state) of where mounting services will be provided.
- 5.1.3.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.
- 5.1.3.4 Vendor shall provide all services, including dismounting, disposal, reconditioning of wheels, mounting, balancing, replacement of valve steam, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies.
- 5.1.3.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.
- 5.1.3.6 Replacement of Valve Steam: Vendor shall replace vale steams that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.
- 5.1.3.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.
- 5.1.3.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.
- 5.1.3.9 Services will be ordered on an as-needed basis

5.1.4 Discontinued Products

- 5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify DCTA immediately to request approval for a substitute item. All approvals must be in writing from DCTA.

5.1.5 Delivery and disposal

- 5.1.5.1 Delivery shall be within three (3) business days of order.
- 5.1.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**DCTA
Bus Operations & Maintenance Facility
1101 Teasley Ln
Denton, TX 76205**

- 5.1.5.3 DCTA reserves the right to add, delete, or change delivery locations during the term of the contract.

5.1.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.1.6 Ordering

5.1.6.1 DCTA will issue a purchase order to the successful bidder(s) for order placement.

5.1.6.2 DCTA is solely responsible for the issuance of its own purchase orders, separate and independent of Span.

5.1.7 Invoicing

5.1.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. DCTA Shall be invoiced separate and independent from Span.

5.1.7.2 DCTA Invoices are to be sent electronically to:

accountspayable@dcta.net

5.1.8 Optional Services

5.1.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. DCTA, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of DCTA.

5.1.7 DCTA reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

5.2 **Specifications/Deliverables- SPAN**

5.2.1 Tire Size

5.2.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. Span does not guarantee any purchase quantity. Span reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Cutaway Vans /Dodge Pro- Master Vans	225/75R/16	E	184

5.2.1.2 All tires shall be new and unused.

5.2.1.3 All tires shall be designed for use on transit buses and vans. Truck tires are not acceptable for transit tires.

5.2.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.2.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.3 Services

5.2.2.1 Span uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to Span's Bus Operations & Maintenance Facility (refer to 5.2.5, below).

5.2.2.2 Bidder is to provide location information (city/state) of where mounting services will be provided.

5.2.2.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.

5.2.2.4 Vendor shall provide all services, including dismounting, disposal, reconditioning of wheels, mounting, balancing, replacement of valve steam, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies.

5.2.2.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.

5.1.3.6 Replacement of Valve Steam: Vendor shall replace vale steams that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.

5.2.2.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.

5.2.2.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.

5.2.2.9 Services will be ordered on an as-needed basis

5.2.4 Discontinued Products

5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify Span immediately to request approval for a substitute item. All approvals must be in writing from Span.

5.2.5 Delivery and disposal

5.2.5.1 Delivery shall be within three (3) business days of order.

5.2.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**Span
Operations & Maintenance Facility
1800 Malone
Denton, TX 76201**

5.2.5.3 Span reserves the right to add, delete, or change delivery locations during the term of the contract.

5.2.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.2.6 Ordering

5.2.6.1 Span will issue purchase order(s) to the successful bidder(s) for order placement.

5.2.6.2 Span is solely responsible for the issuance of its own purchase orders, separate and independent of DCTA.

5.2.7 Invoicing

5.2.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. Span shall be invoiced separate and independent from DCTA.

5.2.7.2 Invoices are to be sent electronically to:

halr@span-transit.org

5.2.8 Optional Services

5.2.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. Span, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of Span.

5.2.9 Span reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

6. SHIPPING/FREIGHT TERMS

6.1 Shipping cost shall be included in bid price. No additional fees for delivery or freight shall be paid by DCTA or Span

6.2 Shipping terms shall be F.O.B. Destination.

6.3 All shipping documents and/or packing lists shall include Material Safety Data Sheets (MSDS), as applicable and/or required.

7. SAMPLES / DEMOS

7.1 If requested, samples/demos shall be furnished to DCTA or Span at bidders' expense.

8. DESCRIPTIVE LITERATURE

8.1 If bidding and equal, bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison and evaluation of the specification of the product(s) being bid. Failure to provide literature may result in rejection of the bid.

9. Technical information

9.1 All bidders shall furnish technical information, bulletins and/or product identification specifications for each item bid. Material Safety Data Sheets and any required warnings regarding the safe use of the product(s) shall be included with bid.

10. Warranty

8.1 Vendor shall warrant all materials, per the manufacturer's standard warranty.

8.2 Bidder is to provide manufacturer name, SKU/item#, and warranty terms at time of delivery.

11. PRICING/FEES

- 11.1 Contract shall be firm fixed-price contract
- 11.2 Freight charges shall be included in bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted.
- 11.3 Labor charges for services shall be included in the bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted

12. BID RESPONSE REQUIREMENTS

- 12.1 Bidder is to include in their response package the following. Failure to include may result in the bid response being deemed non-responsive and excluded from consideration. Some of these will require bidders to upload documents as attachments in BidSync.
- 12.2 Required documents. Refer to BidSync for list of required documents. Check for thoroughness and signature (if required). Note: Any documents in BidSync that are not fillable on-line will require bidders to download, complete, and sign (if required), and then to include with response as an attachment.
- 11.2 Technical information, bulletins, and/or product identification specifications for each item.
- 11.3 MSDS and any required warnings regarding the safe use of the product(s)
- 11.4 Descriptive literature enough in detail to enable an intelligent comparison of the items bid.

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

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

2. EVALUATION AND AWARD OF CONTRACT

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

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

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

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

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

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial stability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. DCTA may award the contract to responsible bidders/proposers possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as bidders/proposers integrity, compliance with public policy, record of past performance, and financial and technical resources.

If contract is to be awarded, it will be awarded to the lowest responsive responsible Bidder whose bid will be in the best interests of the DCTA. DCTA will award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple bidders, to add and delete items and/or to order from multiple bidders.

The Procurement Manager shall recommend the bidder determined to be the lowest responsive and responsible bidder to the Denton County Transportation Authority Board of Directors. Based on the evaluation committees recommendation the DCTA Board of Directors will authorize the DCTA President to enter into a contract with the selected bidder.

3. ADDENDUM

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

4. PROOF OF INSURABILITY

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

5. CONFIDENTIALITY

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

6. TAXES

DCTA/SPAN is tax exempt and shall furnish the successful bidder 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 bid, bidder acknowledges bidder has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

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

Bidder's Invoices shall be mailed or submitted electronically to the appropriate entity:

DCTA at:
accountspayable@dcta.net

Or

SPAN at:
Span Accounts Payable
1800 Malone
Denton, TX 76201

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by

Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

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

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

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

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

Termination of Force Majeure

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

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall

pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

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

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

16. CONTRACT

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

17. PROHIBITION OF BOYCOTT ISREAL

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

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

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

19. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this

Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

20. ASSIGNMENT OF PERSONNEL

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

21. EMPLOYMENT OF PERSONNEL

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

22. EMPLOYMENT OF VETERANS

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

23. USE OF SUBCONTRACTORS

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

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

24. DBE SUBCONTRACTS

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

25. INSPECTION OF WORK

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

26. COPYRIGHT

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

27. PROPRIETARY RIGHTS

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

28. OWNERSHIP OF DOCUMENTS

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

29. MAINTENANCE OF RECORDS

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

30. CHANGES BY CONTRACTOR

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

31. WRITTEN ACCEPTANCE BY DCTA

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

32. CHANGE ORDERS / CONTRACT MODIFICATIONS

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

33. WHOLE AGREEMENTS

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

34. PARTIAL INVALIDITY

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

35. TITLES AND HEADINGS FOR CONVENIENCE ONLY

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

36. COMPENSATION

The bidder shall be compensated for work in performance of the contract and per the agreed upon fees. The bidder shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting

criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

37. PROMPT PAYMENT

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

38. RETAINAGE

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

39. MINORITY OWNED FINANCIAL INSTITUTIONS

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

40. NON-DISCRIMINATION

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

41. GRATUITIES

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

42. FUNDING

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

43. FEDERAL FUNDS

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

44. PROCUREMENT OF RECOVERED MATERIALS

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

45. SILENCE OF SPECIFICATIONS

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

INSURANCE REQUIREMENTS

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

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VI 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
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000

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

Texas Statutory Limits with Employer's Liability 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 Business Automobile Liability policies shall be endorsed to name DCTA/SPAN, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability policies 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 herein.

NO COMMENCEMENT WITHOUT COVERAGE:

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

CERTIFICATES:

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

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

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

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board"

commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

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

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age

Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Search Results Web results

Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

ENERGY CONSERVATION

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.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, genderidentity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - 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 this contract.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (FlyAmerica Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency 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 this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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.

Distracted Driving

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 Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency 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 Agency 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: 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: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation.

Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time 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 Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The 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 Agency 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.

**BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein) <input type="text"/>		19. Is any litigation pending against the Business? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Doing Business As (other business name if applicable) <input type="text"/>		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
3. Federal Tax ID Number <input type="text"/>		21. Has the Business ever been a defaulter, as principal, surety or otherwise? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Business Mailing Address (include City/State/Zip Code) <input type="text"/>		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
5. Business Email Address <input type="text"/>		23. Is the Business in arrears upon a contract or debt? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Business Telephone <input type="text"/>	Business Fax Number <input type="text"/>	24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Business Type <input type="text"/>		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? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Number of Years in Business <input type="text"/>		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 <input type="text"/>
9. <u>Annual Gross Revenue</u> 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+		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). <input type="text"/>
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+		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. <input type="text"/>
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 Black American Hispanic American Native American Other Subcontinent Asian American White/Caucasian Asian Pacific American		
14. Woman Owned? <input type="checkbox"/> Yes <input type="checkbox"/> No		

15. Veteran Owned

☐ Yes ☐ No

Printed Name

16. Type of Work Performed

☐ Manufacturing ☐ Professional Service
☐ Retail ☐ General/Technical Service

Title

17. Has the Business, or any officer or partner thereof, failed to complete a contract?

☐ Yes ☐ No

Signature of owner

18. Has the Business ever been declared "Not Responsible"

☐ Yes ☐ No

Date

Email Address

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

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, hereby certify
(Name and title of official)

On behalf of that:
(Name of Bidder / Company Name)

- 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 agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – , “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name

Type or print name

Signature of Authorized Representative

Date

Signature of Notary and SEAL

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government 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.

Date Received

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

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the

answer to A, B, or C is YES.)

This section, items 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ YES

☐ NO

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

☐ YES

☐ NO

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

☐ YES

☐ NO

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

-
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:

- 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

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

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25,
2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
- (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company

Name	<input type="text"/>
Signature	<input type="text"/>

Title	<input type="text"/>
Date	<input type="text"/>

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company

Name	<input type="text"/>
Signature	<input type="text"/>

Title	<input type="text"/>
Date	<input type="text"/>

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:

Title:

Date:

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 7 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

“Disadvantaged Business Enterprise (DBE)” means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by- case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

Failure to achieve DBE contract goals. If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar

amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in this formula for the DBE percentage goal as originally established.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

Athena Forrester, CPPO, CPPB
DCTA DBE Liaison Officer 1955
Lakeway Drive, Suite 260
Lewisville, Texas 75057

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely "pro forma" or "going through the motions," do not constitute "Good Faith Efforts" to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute "Good Faith Efforts." In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of "Good Faith Efforts," the Department of Transportation has prepared a list illustrating the kinds of

actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such

- DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
 - f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
 - g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
 - h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
 - i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate “Good Faith Efforts” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor's DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer's compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a

DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA's decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.

5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditures to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.



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2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☐)

DBE listing request date to the DCTA DBELO : / /20

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☐)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☐)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

NOTE: A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

NOTE: If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or less, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or more, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☐)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. **(Please use additional sheets, if necessary and attach)**

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature: <div></div>	Printed Signature: <div></div>
Title: <div></div>	Contact Name and Title (if different): <div></div>
Company Name: <div></div>	Phone Number: <div></div>
Street Address: <div></div>	Email Address: <div></div>
City/County/State and Zip Code <div></div>	Date: <div></div> , <div></div> 20 <div></div>
DCTA DBELO Authorized Signature: <div></div>	Date: <div></div> , <div></div> 20 <div></div>

Question and Answers for Bid #21-05 - New and Recapped Tires

Overall Bid Questions

There are no questions associated with this bid.



June 11, 2021

ADDENDUM NO. 1 RFQ

21-05

New and Recapped Tires

Addendum 1 Attachments:

Scope of Work, Terms and Conditions: Delete existing Scope of Work, Terms and Conditions and replace with the attached updated document.

Changes:

- Item 21-05-03 has been updated to reflect the correct tire size, 225/65R/17
- Addition of line items:
 - 21-05-01-14 Gillig Bus 205/75R16C J
 - 21-05-01-15 Gillig Bus 205/75R/16C J Recap
 - 21-05-01-16 Reconditioning of Wheels
 - 21-05-01-17 Replacement of Valve Steams
 - 21-05-01-18 Replacement of Air Valve Core
- Section 5.1.3.4, Has been update and rewritten as
 - “Vendor shall provide all services, including dismounting, disposal, mounting, balancing, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies in the price of each item”

Questions & Answers:

- A list of all questions and their responses are attached.

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.

Jacob Riley
Procurement Specialist

Acknowledged by: _____ Date: _____
Firm/Representative

SCOPE OF WORK, TERMS AND CONDITIONS

1. OVERVIEW

Denton County Transportation Authority (DCTA), in a joint procurement with Span Transportation, is accepting bids for new and recapped vehicle tires for transit and truck vehicles, as well as wheel conditioning, mounting, balancing, and other tire services in accordance with the specifications set forth herein. DCTA intends to enter into an agreement with qualified Bidder(s) to provide new and recapped tires in accordance with the specifications set herein.

2. CONTRACT

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

Span may enter into a contract with awarded bidder(s), the contract shall reflect the terms and conditions of the RFB and the selected vendors bid submittal.

3. CONTRACT TERM

The term of the contract shall be for one (1) year, effective August 1, 2021, through and including July 31, 2022.

4. PRICE ADJUSTMENTS

Any price change requests must be submitted in writing sixty (60) days prior to price adjustment request. Requests for price adjustments are the responsibility of the bidder. Price adjustment requests must be documented with Bureau of Labor Statistics Data, Product Price Index, applicable to tires. It is the responsibility of the vendor to provide all documentation required to assist DCTA and Span in determining if the market justifies an increase in pricing. DCTA and Span reserve the right to accept or reject any/all requests for price adjustments. In the event DCTA and Span does not receive a price adjustment request sixty (60) days prior to the adjustment, all pricing shall remain.

5. PRODUCTS AND SCOPE OF SERVICES

Items furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. Specifications and requirements for specific products and/or items are specific to either DCTA and/or Span and addressed accordingly. Product specifications are summarized in the tables below.

5.1 Specifications/Deliverables- DCTA

5.1.1 Tire Size

5.1.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. DCTA does not guarantee any purchase quantity. DCTA reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Focus	195/65R/15		8
Ford Transit van	195/75R/16	D	72
Mini vans	225/65R/17		18
Ford Ranger	225/70R/15		6
Ford & Chevrolet Cutaway vans	225/75R/16	E	36
Ford ½-ton truck	235/70R/17		8
Dodge 1-ton truck	235/80R/17	E	6
EZ Rider bus	275/70R/22.5	J	12
EZ Rider bus	275/70R/22.5 RECAP	J	24
Champion bus	275/80R/22.5	G	24
Champion bus	275/80R/22.5 RECAP	G	36
Gillig bus	305/85R/22.5	J	36
Gillig bus	305/85R/22.5 RECAP	J	72
Gillig bus	205/75R16C	J	72
Gillig bus	205/75R/16C RECAP	J	72

5.1.1.2 All tires shall be new and unused, except for recapped tires.

5.1.1.3 All tires shall be designed for use on transit buses, vans, trucks, and cars. **Truck tires are not acceptable for transit tires.**

5.1.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.1.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.7 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.2 Recapped Tires

5.1.2.1 Recapped tires shall be clearly marked as such.

5.1.2.2 Recapping of tires shall be performed only on casings of tires that the manufacturer advertises as suitable for recapping.

5.1.2.3 Casing must be thoroughly inspected by the vendor prior to recapping using Bandag, Goodyear, or Michelin inspection protocol.

5.1.2.4 Any tires that fail inspection shall not be recapped.

5.1.2.5 Recapped tires shall not be mounted on tires intended to be used as a steering tire.

5.1.2.6 All recapping shall be in accordance with the Bandag, Goodyear, or Michelin tire casing inspection methods, capping methods, and processes.

5.1.2.7 Recapping shall be completed with the latest technology.

5.1.2.8 Recapping shall be by pre-cure or mold-cure process only.

5.1.3 Services

- 5.1.3.1 DCTA uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to DCTA's Bus Operations & Maintenance Facility (refer to 5.1.5, below).
- 5.1.3.2 Bidder is to provide location information (city/state) of where mounting services will be provided.
- 5.1.3.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.
- 5.1.3.4 Vendor shall provide all services, including dismounting, disposal, mounting, balancing, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies in the price of each item.
- 5.1.3.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.
- 5.1.3.6 Replacement of Valve Stem: Vendor shall replace valve stems that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.
- 5.1.3.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.
- 5.1.3.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.
- 5.1.3.9 Services will be ordered on an as-needed basis

5.1.4 Discontinued Products

- 5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify DCTA immediately to request approval for a substitute item. All approvals must be in writing from DCTA.

5.1.5 Delivery and disposal

- 5.1.5.1 Delivery shall be within three (3) business days of order.
- 5.1.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**DCTA
Bus Operations & Maintenance Facility
1101 Teasley Ln
Denton, TX 76205**

- 5.1.5.3 DCTA reserves the right to add, delete, or change delivery locations during the term of the contract.

5.1.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.1.6 Ordering

5.1.6.1 DCTA will issue a purchase order to the successful bidder(s) for order placement.

5.1.6.2 DCTA is solely responsible for the issuance of its own purchase orders, separate and independent of Span.

5.1.7 Invoicing

5.1.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. DCTA Shall be invoiced separate and independent from Span.

5.1.7.2 DCTA Invoices are to be sent electronically to:

accountspayable@dcta.net

5.1.8 Optional Services

5.1.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. DCTA, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of DCTA.

5.1.7 DCTA reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

5.2 **Specifications/Deliverables- SPAN**

5.2.1 Tire Size

5.2.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. Span does not guarantee any purchase quantity. Span reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Cutaway Vans /Dodge Pro- Master Vans	225/75R/16	E	184

5.2.1.2 All tires shall be new and unused.

5.2.1.3 All tires shall be designed for use on transit buses and vans. Truck tires are not acceptable for transit tires.

5.2.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.2.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.3 Services

5.2.2.1 Span uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to Span's Bus Operations & Maintenance Facility (refer to 5.2.5, below).

5.2.2.2 Bidder is to provide location information (city/state) of where mounting services will be provided.

5.2.2.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.

5.2.2.4 Vendor shall provide all services, including dismounting, disposal, reconditioning of wheels, mounting, balancing, replacement of valve stem, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies.

5.2.2.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.

5.1.3.6 Replacement of Valve Stem: Vendor shall replace valve stems that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.

5.2.2.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.

5.2.2.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.

5.2.2.9 Services will be ordered on an as-needed basis

5.2.4 Discontinued Products

5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify Span immediately to request approval for a substitute item. All approvals must be in writing from Span.

5.2.5 Delivery and disposal

5.2.5.1 Delivery shall be within three (3) business days of order.

5.2.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**Span
Operations & Maintenance Facility
1800 Malone
Denton, TX 76201**

5.2.5.3 Span reserves the right to add, delete, or change delivery locations during the term of the contract.

5.2.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.2.6 Ordering

5.2.6.1 Span will issue purchase order(s) to the successful bidder(s) for order placement.

5.2.6.2 Span is solely responsible for the issuance of its own purchase orders, separate and independent of DCTA.

5.2.7 Invoicing

5.2.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. Span shall be invoiced separate and independent from DCTA.

5.2.7.2 Invoices are to be sent electronically to:

halr@span-transit.org

5.2.8 Optional Services

5.2.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. Span, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of Span.

5.2.9 Span reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

6. SHIPPING/FREIGHT TERMS

6.1 Shipping cost shall be included in bid price. No additional fees for delivery or freight shall be paid by DCTA or Span

6.2 Shipping terms shall be F.O.B. Destination.

6.3 All shipping documents and/or packing lists shall include Material Safety Data Sheets (MSDS), as applicable and/or required.

7. SAMPLES / DEMOS

7.1 If requested, samples/demos shall be furnished to DCTA or Span at bidders' expense.

8. DESCRIPTIVE LITERATURE

8.1 If bidding and equal, bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison and evaluation of the specification of the product(s) being bid. Failure to provide literature may result in rejection of the bid.

9. Technical information

9.1 All bidders shall furnish technical information, bulletins and/or product identification specifications for each item bid. Material Safety Data Sheets and any required warnings regarding the safe use of the product(s) shall be included with bid.

10. Warranty

8.1 Vendor shall warrant all materials, per the manufacturer's standard warranty.

8.2 Bidder is to provide manufacturer name, SKU/item#, and warranty terms at time of delivery.

11. PRICING/FEES

- 11.1 Contract shall be firm fixed-price contract
- 11.2 Freight charges shall be included in bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted.
- 11.3 Labor charges for services shall be included in the bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted

12. BID RESPONSE REQUIREMENTS

- 12.1 Bidder is to include in their response package the following. Failure to include may result in the bid response being deemed non-responsive and excluded from consideration. Some of these will require bidders to upload documents as attachments in BidSync.
- 12.2 Required documents. Refer to BidSync for list of required documents. Check for thoroughness and signature (if required). Note: Any documents in BidSync that are not fillable on-line will require bidders to download, complete, and sign (if required), and then to include with response as an attachment.
- 11.2 Technical information, bulletins, and/or product identification specifications for each item.
- 11.3 MSDS and any required warnings regarding the safe use of the product(s)
- 11.4 Descriptive literature enough in detail to enable an intelligent comparison of the items bid.

No	Date	Question	Response	Date
1	5/21/2021	We would not be able to supply the 22.5" tires. Is submitting a bid for just the other sized tires acceptable?	Yes that is acceptable.	6/11/2021
2	5/21/2021	It appears that picking up the failed tire, mounting, balancing and redelivery of the new tire is required. Is that correct? Should we bid each tire with expense for these services included?	Yes. Include all Fees and associated cost in the bid price per tire, excluding the additional cost of valve steams, air valve cores, and the reconditioning of tires. These items have been added as separate lines to be bid on. All fees and cost associated with each item should also be included in bid price.	6/11/2021
3	5/26/2021	Is this an all or nothing bid? We are a Continental/ General tire dealer and do not make a 305/85R22.5 at this time. We can recap them but neither of our main product lines make that size at this time. Can we still bid this without that new tire item?	No, vendors may bid on items they are able to provide. DCTA reserves the right to award to multiple vendors to ensure that all items are able to be provided.	6/11/2021
4	6/2/2021	1)21-05-01-03 Spec lists two different sizes • 225/65R17 on the item # line •225/75R15 in the description	Item 21-05-01-03 should read as 225/65R/17. Line item 21-05-01-03 has been updated on BidSync with the correct size. (see addendum 1)	6/11/2021
5	6/2/2021	2)21-05-01-06 Ford 1/2 ton trucks • 235/70R17 in item # line •235/70R17 in description Most common size in Ford 1/2 ton pickups is 245/70R17	We need the 235/70R17.	6/11/2021
6	6/2/2021	3)pricing sec. on 11 11.3 labor charges for services shall be included in bid price. Will this bid allow an addendum to reference our piece work for per tire mount only, dismount only, or any specific line items that may be incurred (valve stems etc.)?	The labor charges for dismount, mount, as well as miscellaneous supplies should be included in the cost of each tire. Please refer to section 5.1.3.4. However, for the replacement valve steams, replacement of air valve cores and the recondition of wheels new lines have been added to be bid on separately from the cost of the tires.	6/11/2021

Southern Tire Mart, LLC

Bid Contact **Richard Conwill**
richard.conwill@stmtires.com
Ph 877-786-4681
Fax 601-651-0655

Address **800 Highway 98**
Columbia, MS 39429

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
21-05--01-01	Ford Focus 195/65R/15	Supplier Product Code: 061940 Supplier Notes: Firestone FR380 #061940 price includes service charges	First Offer - \$99.00	8 / each	\$792.00	Y	Y
21-05--01-02	Ford Transit Van 195/75R/16	Supplier Product Code: 004708 Supplier Notes: Firestone Transforce CV #004708 price includes service charges	First Offer - \$146.00	72 / each	\$10,512.00	Y	Y
21-05--01-03	Mini vans 225/65R/17	Supplier Product Code: 003019 Supplier Notes: Firestone All Season #003019 price includes service charges	First Offer - \$127.00	18 / each	\$2,286.00	Y	Y
21-05--01-04	Ford Ranger 225/70R/15	Supplier Product Code: 005345 Supplier Notes: Firestone Destination LE3 #005345 price includes service charges	First Offer - \$138.00	6 / each	\$828.00	Y	Y

21-05--01-05	Ford & Chevrolet Cutaway vans 225/75R/16	Supplier Product Code: 002760 Supplier Notes: Firestone Transforce HT2 #002760 price includes service charges	First Offer - \$150.00	36 / each	\$5,400.00	Y	Y
21-05--01-06	Ford half-ton truck 235/70R/17	Supplier Product Code: 014366 Supplier Notes: Firestone Destination AT2 #014366 price includes service charges	First Offer - \$147.94	8 / each	\$1,183.52	Y	Y
21-05--01-07	Dodge 1-ton truck 235/80R/17	Supplier Product Code: 002766 Supplier Notes: Firestone Transforce HT2 #002766 price includes service charges	First Offer - \$166.30	6 / each	\$997.80	Y	Y
21-05--01-08	EZ Rider bus 275/70R/22.5	Supplier Product Code: 248545 Supplier Notes: Firestone FS561 #248545 price includes service charges	First Offer - \$362.00	12 / each	\$4,344.00	Y	Y
21-05--01-09	EZ Rider bus 275/70R/22.5 RECAP	Supplier Product Code: 674516 Supplier Notes: Bandag BDV #674516 price includes service	First Offer - \$180.00	24 / each	\$4,320.00	Y	Y

charges

21-05--01-10	Champion bus 275/80R/22.5	Supplier Product Code: 248273	First Offer - \$372.00	24 / each	\$8,928.00	Y	Y
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Supplier Notes: Firestone
FS561 #248273 price includes
service charges

21-05--01-11	Champion bus 275/80R/22.5 RECAP	Supplier Product Code: 674672	First Offer - \$180.00	36 / each	\$6,480.00		Y
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Supplier Notes: Bandag BDV
#674672 price includes service
charges

21-05--01-12	Gillig bus 305/85R/22.5	Supplier Product Code: NO BID	First Offer - \$0.00	36 / each	\$0.00		Y
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Supplier Notes: NO BID NO BID

21-05--01-13	Gillig Bus 305/85R/22.5 RECAP	Supplier Product Code: 674540	First Offer - \$209.00	72 / each	\$15,048.00		Y
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Supplier Notes: Bandag BDV
#674540

21-05--01-14	Gillig Bus 205/75R16C J	Supplier Product Code: 002760	First Offer - \$150.00	36 / each	\$5,400.00		Y
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Supplier Notes: Firestone
Transforce HT2 #002760 price
includes service charges

21-05--01-15	Gillig Bus 205/75R16C J Recap	Supplier Product Code: NO BID	First Offer - \$0.00	72 / each	\$0.00		Y
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Supplier Notes: NO BID NO BID
NO BID

21-05--01-16	Reconditioning of Wheels	Supplier Product Code:	First Offer - \$12.00	200 / each	\$2,400.00		Y
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21-05--01-17	Replacement of	Supplier Product Code:	First Offer - \$2.00	200 / each	\$400.00		Y
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Valve Steams

21-05--01-18	Replacement of Air Valve Core	Supplier Product Code:	First Offer - \$2.00	200 / each	\$400.00	Y
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21-05--01-19	Span- Ford Cutaway Vans /Dodge Pro-Master Vans	Supplier Product Code: 002760	First Offer - \$150.00	184 / each	\$27,600.00	Y
		Supplier Notes: 225/75R16 Firestone Transforce HT2 #002760 price includes service charges				

Supplier Total **\$97,319.32**

Southern Tire Mart, LLC

Item: **Ford Focus 195/65R/15**

Attachments

BSFS Warranty.pdf

fr380.docx

dcta signed bid.pdf

BRIDGESTONE

Firestone and associated brands

Warranty Manual

Replacement Market Passenger and Light Truck Tires

including



Tires with Run-Flat Technology



REPLACEMENT MARKET

PASSENGER AND LIGHT TRUCK TIRES

INCLUDING RFT TIRES WITH RUN-FLAT TECHNOLOGY

Denton County Transportation Authority, Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes. 21-05

WHAT IS AN ELIGIBLE TIRE

Congratulations! You have just purchased quality tires from a BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS dealer (referred to in this section of the manual as DEALER). This Limited Warranty covers new BRIDGESTONE, FIRESTONE, FUZION, and PRIMEWELL brand passenger and light truck tires.

This Limited Warranty only applies to the original purchaser, and is valid if all of the following apply:

- The tire was purchased and primarily used in the US after December 31, 2020.
- The tire is a size and speed rating equivalent to or greater than that specified by the vehicle manufacturer (exception: coverage applies to properly repaired tires which may have voided the tire's speed rating).
- The tire has been used only on the passenger or light truck vehicle on which it was originally installed.
- The tire has not been used in commercial service (exception: certain coverage applies to Bridgestone Duravis and Firestone Transforce tires if used in commercial service).
- Tires purchased at some retail locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your retailer to see if they have specific warranty processing requirements.
- The tire is less than 10 (ten) years from the date of tire manufacture

WHAT IS WARRANTED and FOR HOW LONG

An eligible tire that becomes unusable for any reason within the manufacturer's control will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire on the basis set forth in this Limited Warranty. Each tire brand has specific warranty coverage and certain conditions that apply; for details, see "Each Brand's Limited Warranty Coverage."

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

ROAD HAZARDS/MISAPPLICATION/ABUSE Tire damage or irregular wear due to:

- A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
- B. **Improper use or operation**, including, without limitation:

- C. **Insufficient or improper maintenance**, including, without limitation: failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.
- D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer. Tires inflated with anything other than air or nitrogen.
- E. **Improper repair**. Improper repair voids this Limited Warranty.
- F. **For RFT tires only, improper run-flat or low tire pressure operation**, including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.

RAPID TREAD WEAR

- A. **Rapid tread wear**, or wear-out is **not** covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- B. **Original equipment tires on new vehicles and tires sold as exact original equipment replacements have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.)**
- C. **Tires used in commercial service** have **no** mileage warranty. (Exception: certain coverage applies to Bridgestone Duravis and Firestone Transforce tires if used in commercial service)

RIDE DISTURBANCE

- A. **Due to harsh ride or vibration** after 2/32 inch (1.6 mm) of tread wear use, limited to no more than two (2) tires per vehicle.
- B. **Due to noise** after 2/32 inch (1.6 mm) of tread wear use.
- C. **Due to pulling** after 2/32 inch (1.6 mm) of tread wear use, limited to no more than one (1) tire per vehicle.

IRREGULAR WEAR

- A. **Uneven or unusual wear** patterns, including, without limitation: Shoulder wear, center wear, cupping, or feathering.
- B. **Tires worn more than 1/32 inch** (0.8 mm) difference in remaining tread depth between any two major tread grooves across the tire.

CRACKING

- A. **Weather/ozone cracking after 4 years** from date of tire manufacture, regardless of date of purchase.
- B. **Weather/ozone cracking** is **not** covered under the Bridgestone Platinum Pact or the Firestone Gold Pledge and is only covered under the terms of this Limited Warranty.

OTHER

- A. **Tires used in commercial service** except Bridgestone Duravis and Firestone Transforce tires.
- B. **Tires purchased as used.**
- C. **Tires purchased and primarily used** outside the United States.
- D. **The cost** of applicable federal, state, and local taxes.
- E. **Failure to follow any** of the safety and maintenance recommendations or warnings contained in this manual or the accompanying *Tire Maintenance and Safety* manual available at www.bridgestonetire.com/customer-care/tire-warranties.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations. Note that additional exclusions, provisions and owner's obligations may be contained in other sections of this manual.

EACH BRAND'S LIMITED WARRANTY COVERAGE

BRIDGESTONE BRAND LIMITED WARRANTY

Platinum Pact Limited Warranty

The Platinum Pact Limited Warranty covers all eligible Bridgestone brand passenger and light truck tires—except winter, and “temporary use” spare tires. A tire covered by the Platinum Pact Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire either free of charge or for a prorated amount if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required, or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

Denton County
Transportation Authority

After the free tire replacement period, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required, or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Winter, and “Temporary Use” Spare Tires

An eligible Bridgestone brand, winter, or “temporary use” spare tire will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **Rapid tread wear or wear-out.** Winter and “temporary use” spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

90 Day Buy & Try Guarantee

All Bridgestone brand passenger and light truck tires—except RFT/Run-Flat, Potenza RE-11, Potenza RE-11A, Potenza RE-11R, Potenza RE71R, pursuit tires, original equipment tires on new vehicles, winter, and “temporary use” spare tires—sold in sets of 4 or more tires through an authorized retailer are covered by the 90 Day Buy & Try Guarantee. Tires in commercial truck tire sizes (17.5 or 19.5) or in flotation tire sizes are NOT covered by the 90 Day Buy & Try.

The DriveGuard, Potenza RE960AS RFT and Turanza EL400 RFT patterns are covered by the 90 Day Buy & Try Guarantee.

If a retail customer is not completely satisfied with their eligible Bridgestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase for a full refund or exchange. Original proof of purchase is required.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Bridgestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

“What This Limited Warranty Does Not Cover”: including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FIRESTONE BRAND LIMITED WARRANTY

Gold Pledge Limited Warranty

The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter and “temporary use” spare tires. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire either free of charge or for a prorated amount if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required, or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **After the free tire replacement period**, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required, or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a

Denton County
Transportation Authority

prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.

- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.

Winter, and “Temporary Use” Spare Tires

An eligible Firestone brand, winter, or “temporary use” spare tire will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **Rapid tread wear or wear-out.** Winter and “temporary use” spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

*Note: Tires with the original remaining tread depth greater than 2/32 inch (1.6 mm) may receive prorated replacement values higher than those in this table.

90 Day Buy & Try Guarantee

All Firestone brand passenger and light truck tires—except RFT/Run-Flat, original equipment tires on new vehicles, pursuit tires, winter and “temporary use” spare tires—sold in sets of 4 or more tires through an authorized retailer are covered by the 90 Day Buy & Try Guarantee. Tires in commercial truck tire sizes (17.5 or 19.5) or in flotation tire sizes are **NOT** covered by the 90 Day Buy & Try.

If a retail customer is not completely satisfied with their eligible Firestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase for a full refund or exchange. Original proof of purchase is required.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Firestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section “What This Limited Warranty Does Not Cover”: including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period..

FUZION BRAND LIMITED WARRANTY

The Fuzion Brand Limited Warranty will apply if (i) all the “ELIGIBILITY” requirements listed in the Limited Warranty are met and (ii) an eligible Fuzion Brand pattern, size and load range tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of tire purchase (proof of purchase date required) or 6 years from the date of manufacture (without proof of purchase date), subject to certain exclusions set forth in the “What This Limited Warranty Does Not Cover” section of the Limited Warranty.

The Fuzion Brand Limited Warranty will be as follows:

- **Free replacement during the first 50% of the tread life of the tire** if it becomes unusable for any reason within the manufacturer’s control up to 3 years from date of purchase (proof of purchase date required). The free replacement will be with an equivalent new Fuzion brand tire. The appropriate taxes, mounting, balancing, disposal fees, and other service charges may still apply.
- **After the free replacement period** noted above (or if the tire is past the first 50% of tread life), if the tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of tire purchase (proof of purchase date required) or 6 years from the date of manufacture (without proof of purchase date), the tire will be replaced with an equivalent new Fuzion brand tire for a prorated purchase price. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **The tire must not be worn to 2/32 inch (1.6mm)** or less of the remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) for this Fuzion Brand Limited Warranty to apply.
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

PRIMEWELL BRAND LIMITED WARRANTY

21-05

An eligible tire covered by the Primewell Brand Limited Warranty will be replaced with an equivalent new Primewell brand tire for a prorated purchase price if it becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 4 years from the date of purchase (proof of purchase date required). Without proof of purchase date, then 5 years from the date of tire manufacture. During this period, the tire will be replaced charging a prorated amount. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

LIMITED MILEAGE WARRANTY

If an eligible tire covered by the Limited Mileage Warranty wears evenly across the tread down to the tread wear indicators—2/32 inch (1.6 mm)—during its stated warranted mileage (as evidenced by the vehicle’s odometer), the tire will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire under the following conditions for a prorated purchase price:

- **There is no free replacement period.**
- Only the passenger and light truck tires listed in this section are covered by the Limited Mileage Warranty for the mileage shown.
- Coverage applies only to the original purchaser, and only as long as the tires remain mounted on the vehicle described in the Customer Identification Section of this manual.
- Coverage extends up to 5 years from the date of purchase (4 years for Primewell)—proof of purchase date required. During this period, the tire will be replaced for a prorated amount. Without proof of purchase date, then 6 years from the date of tire manufacture (5 years for Primewell).
- To determine the replacement price, the percent of warranted mileage, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing,

disposal fees, and other service charges may be added to the replacement price. Denton County Transportation Authority 21-05

- Tires used in commercial service have no mileage warranty.
- **Original equipment tires on new vehicles and tires sold as exact original equipment replacements have no mileage warranty.**
- Tires installed on one (1), two (2), or three (3) wheel vehicles have no mileage warranty.
- Exclusions apply—as identified in the section “What This Limited Warranty Does Not Cover.”
- Even tread wear is defined as having no more than 1/32 (0.8 mm) difference in remaining tread depth between any two major tread grooves across the tire.
- For tires used on staggered fitments (vehicles with different size tires between the front and rear); the front tires will have the full mileage warranty (if available) and the rear tires will have one-half of the stated mileage warranty (if available).
- Tires with more than 4/32 inch (3.2 mm) remaining tread depth will not be accepted for Limited Mileage Warranty.

CALCULATING THE PERCENT OF WARRANTED MILEAGE

Tires with 2/32 inch (1.6 mm) remaining tread depth:

A tire worn to 2/32 inch (1.6 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated Mileage when tires installed.
2. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Total Miles/Warranted Miles (from tables in this manual).
3. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER’S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells the tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 Miles – 85,000 Miles = 45,000 Miles
2. Percentage Warranted Miles = 45,000 Miles / 65,000 Miles = 0.69 or 69%.
3. Replacement Price = \$100 x 0.69 = \$69.

Tires with 3/32 inch (2.4 mm) remaining tread depth:

6/16/2021

A tire worn to 3/32 inch (2.4 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + Miles per 32nd.
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles / Warranted Miles (from tables in this manual).
5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER’S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-3/32) = 6,429 Miles.
3. Projected Miles = 45,000 Miles + 6,429 Miles = 51,429 Miles.
4. Percentage Warranted Miles = 51,429 Miles / 65,000 Miles = 0.79 or 79%.
5. Replacement Price = \$100 x 0.79 = \$79.

Tires with 4/32 inch (3.2 mm) remaining tread depth:

A tire worn to 4/32 inch (3.2 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + (2 x Miles per 32nd).
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles /Warranted Miles (from tables in this manual).
5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER’S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, disposal fees, and other service charges may be added to the replacement price).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-4/32) = 7,500 Miles.
3. Projected Miles = 45,000 Miles + (2 x 7,500 Miles) = 60,000 Miles.
4. Percentage Warranted Miles = 60,000 Miles / 65,000 Miles = 0.92 or 92%.
5. Replacement Price = \$100 x 0.92 = \$92.

COVERED TIRES AND WARRANTED MILEAGE FOR LIMITED MILEAGE WARRANTY:

Bridgestone

Alenza A/S Ultra	80,000 Miles
DriveGuard (H/V speed rating)	60,000 Miles
DriveGuard (W speed rating)	50,000 Miles
Dueler A/T Revo 2 (D696) ¹	50,000 Miles
Dueler A/T Revo 3 ¹	60,000 Miles
Dueler A/T Revo 3 (LT Sizes)	50,000 Miles
Dueler H/L 422 Ecopia	65,000 Miles
Dueler H/L Alenza	65,000 Miles
Dueler H/L Alenza (W speed rating)	40,000 Miles
Dueler H/L Alenza Plus (H speed rating)	80,000 Miles
Dueler H/L Alenza Plus (W speed rating)	55,000 Miles
Dueler H/P Sport AS	40,000 Miles
Dueler H/T (D684II)	60,000 Miles
Dueler H/T (685) (LT Sizes)	50,000 Miles
Dueler H/T (D689)	60,000 Miles
Ecopia EP422	65,000 Miles
Ecopia EP422 Plus	70,000 Miles
Ecopia H/L 422 Plus	70,000 Miles
Potenza RE960AS Pole Position RFT	40,000 Miles
Potenza RE970AS Pole Position	40,000 Miles
Potenza RE97AS (V speed rating)	55,000 Miles
Potenza RE97AS (W speed rating)	45,000 Miles
Potenza RE980AS	50,000 Miles
Potenza RE980AS+	50,000 Miles
Turanza EL400 RFT ²	40,000 Miles
Turanza Serenity Plus (EL64) (H speed rating)	80,000 Miles
Turanza Serenity Plus (EL64) (V speed rating)	75,000 Miles

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Turanza Serenity Plus (EL64) (W speed rating)	50,000 Miles
Turanza QuietTrack	80,000 Miles

¹ P-Metric sizes only ² P225/60RF17 only

Firestone

Affinity Touring S4	50,000 Miles
Affinity Touring T4	50,000 Miles
All Season (all other sizes)	65,000 Miles
All Season (CUV intended sizes)	See table below
Champion Fuel Fighter	70,000 Miles
Champion HR	40,000 Miles
Destination LE ¹	60,000 Miles
Destination LE2 ¹	60,000 Miles
Destination LE3 ¹	70,000 Miles
Destination AT ¹	50,000 Miles
Destination AT2	55,000 Miles
Destination AT Special Edition ¹	50,000 Miles
Destination ST	40,000 Miles
Destination XT	50,000 Miles
Firehawk Wide Oval AS (speed rating H/V)	50,000 Miles
Firehawk Wide Oval AS (speed rating (W)	40,000 Miles
FR710	65,000 Miles
Precision Sport	40,000 Miles
Precision Touring	70,000 Miles
WeatherGrip	65,000 Miles

Firestone All Season (CUV intended sizes)

215/70R16	55,000 Miles
225/70R16	55,000 Miles
P235/70R16	55,000 Miles
225/65R17	55,000 Miles
235/65R17	55,000 Miles
235/65R18	55,000 Miles
P255/65R18	55,000 Miles
235/60R18	55,000 Miles
245/60R18	55,000 Miles
265/60R18	55,000 Miles
225/55R18	55,000 Miles
235/55R18	55,000 Miles
P255/60R19	55,000 Miles
235/55R19	55,000 Miles
245/55R19	55,000 Miles

P255/55R20	55,000 Miles
P245/50R20	55,000 Miles

¹ P-Metric sizes only

COVERED TIRES AND WARRANTED MILEAGE FOR LIMITED MILEAGE WARRANTY:

Fuzion

Fuzion A/T	45,000 Miles
Fuzion Touring	55,000 Miles
Fuzion SUV	50,000 Miles
Fuzion UHP Sport AS	40,000 Miles

Primewell

Valera Touring	50,000 Miles
Valera Touring II	50,000 Miles
PZ900	40,000 Miles
PS830	40,000 Miles
PS850	40,000 Miles
PS860	40,000 Miles
PS890 Touring	50,000 Miles
Valera AT ¹	50,000 Miles
Valera HT ¹	50,000 Miles
Valera Sport AS	40,000 Miles

¹ P-Metric sizes only

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty or warranties, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone or Firestone retailer. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers") or the internet at www.bridgestonetire.com for the location nearest you. Tires purchased at some retail locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your retailer to see if they have specific warranty processing requirements.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TIRE REGISTRATION

Bridgestone encourages you to ensure your tires are

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Registered to receive direct notification in the event of a safety related recall. You should have received a tire registration postcard with your tire purchase. Please send in the completed postcard or visit www.bridgestonetire.com to register your tires.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC (Bridgestone) disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers using the tire in the United States. For warranty conditions outside the United States, see your local Bridgestone or Firestone distributor.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given by Bridgestone, 200 4th Avenue South, Nashville, TN 37201.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the recommendations outlined in the sections of the accompanying tire maintenance and safety manual entitled "Tire Damage, Inspection and Service Life" and "Radial Tire Rotation" and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. In addition, a "Maintenance Record" is included in this manual.

Tires must be operated at the proper tire inflation pressures as specified by the vehicle manufacturer and within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone or Firestone retailer. Complete and sign the customer section of the Bridgestone Limited Warranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any. Tires purchased at some retail locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your retailer to see if they have specific warranty processing requirements.

ARBITRATION

For purposes of this arbitration section: (a) the terms “we,” “us” and “our” refer to Bridgestone Americas Tire Operations, LLC, its parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, agents and directors; and (b) a “Claim” is any pre-existing, present, or future claim, dispute, or controversy between you and us arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or damage to property other than the warranted tire(s). You and we acknowledge that either you or we can choose to have any Claim resolved by binding arbitration. **If either you or we choose arbitration with respect to any Claim, neither you nor we will have, and each of us waives, the right to litigate that claim in court or to have a jury trial on that claim,** or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association (“AAA”). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. **There shall be no authority for any Claims to be arbitrated on a class action basis.** The arbitrator’s decision will be final and binding.

Any arbitration will be conducted in accordance with the AAA’s rules applicable to consumer disputes. For additional information go to: <http://www.adr.org/>. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award may be entered in any court of law of competent jurisdiction.

If this arbitration section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

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Customer, Vehicle, and Tire Identification

21-05

Customer Name

Address

City, State, Zip

Invoice #

Date of Purchase

Year of
Vehicle

Make of
Vehicle

Model of
Vehicle

Beginning
Mileage

Tire Brand

☐ **BRIDGESTONE**

☐ **Firestone**

☐ **FUZION**

☐ **PRIMEWELL**

Product Information

Tire Size:

Speed Rating:

Tire Type:

Mileage Warranty:

Serial Numbers

1

2

3


4

5


6

Mileage Warranty Certificate


The dealer must stamp to be valid



BRIDGESTONE



Firestone



**CHECK YOUR
AIR PRESSURE
MONTHLY**

Front _____ PSI

Rear _____ PSI

J

F

M

A

M

J

J

A

S

O

N

D

MAINTENANCE RECORD

[illegible]

Firestone Fr380

All-Season Passenger Car tire.

Features

- All-season block tread design
- Four circumferential grooves
- Computer-generated random pitch sequencing Reduces the noise
- Polyester cord body
- 55,000 Mile Limited Treadwear Warranty
- Gold Pledge Limited Warranty
- Buy & Try 30 Day Guarantee

Benefits

- Improves wet handling and provides strong grip in all weather conditions
- Channels water out of the footprint area
- Results in a smoother ride and two steel belts resist cuts and impacts



Tire Specifications

Load Rating

89

1279

Speed Rating

S

112

Sidewall

BW

Maximum Inflation

0

PSI

Mileage Warranty

55,000

UTQG

400 A B

400 A B

Product Code

061940

Tread Depth

10



June 11, 2021

ADDENDUM NO. 1 RFQ**21-05****New and Recapped Tires****Addendum 1 Attachments:**

Scope of Work, Terms and Conditions: Delete existing Scope of Work, Terms and Conditions and replace with the attached updated document.

Changes:

- Item 21-05-03 has been updated to reflect the correct tire size, 225/65R/17
- Addition of line items:
 - 21-05-01-14 Gillig Bus 205/75R16C J
 - 21-05-01-15 Gillig Bus 205/75R/16C J Recap
 - 21-05-01-16 Reconditioning of Wheels
 - 21-05-01-17 Replacement of Valve Steams
 - 21-05-01-18 Replacement of Air Valve Core
- Section 5.1.3.4, Has been update and rewritten as
 - "Vendor shall provide all services, including dismounting, disposal, mounting, balancing, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies in the price of each item"

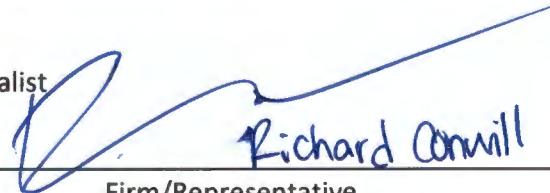
Questions & Answers:

- A list of all questions and their responses are attached.

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.

Jacob Riley
Procurement Specialist

Acknowledged by:



Richard Connill

Firm/Representative

Date: 06/16/2021

SCOPE OF WORK, TERMS AND CONDITIONS

1. OVERVIEW

Denton County Transportation Authority (DCTA), in a joint procurement with Span Transportation, is accepting bids for new and recapped vehicle tires for transit and truck vehicles, as well as wheel conditioning, mounting, balancing, and other tire services in accordance with the specifications set forth herein. DCTA intends to enter into an agreement with qualified Bidder(s) to provide new and recapped tires in accordance with the specifications set herein.

2. CONTRACT

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

Span may enter into a contract with awarded bidder(s), the contract shall reflect the terms and conditions of the RFB and the selected vendors bid submittal.

3. CONTRACT TERM

The term of the contract shall be for one (1) year, effective August 1, 2021, through and including July 31, 2022.

4. PRICE ADJUSTMENTS

Any price change requests must be submitted in writing sixty (60) days prior to price adjustment request. Requests for price adjustments are the responsibility of the bidder. Price adjustment requests must be documented with Bureau of Labor Statistics Data, Product Price Index, applicable to tires. It is the responsibility of the vendor to provide all documentation required to assist DCTA and Span in determining if the market justifies an increase in pricing. DCTA and Span reserve the right to accept or reject any/all requests for price adjustments. In the event DCTA and Span does not receive a price adjustment request sixty (60) days prior to the adjustment, all pricing shall remain.

5. PRODUCTS AND SCOPE OF SERVICES

Items furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. Specifications and requirements for specific products and/or items are specific to either DCTA and/or Span and addressed accordingly. Product specifications are summarized in the tables below.

5.1 Specifications/Deliverables- DCTA

5.1.1 Tire Size

5.1.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. DCTA does not guarantee any purchase quantity. DCTA reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Focus	195/65R/15		8
Ford Transit van	195/75R/16	D	72
Mini vans	225/65R/17		18
Ford Ranger	225/70R/15		6
Ford & Chevrolet Cutaway vans	225/75R/16	E	36
Ford ½-ton truck	235/70R/17		8
Dodge 1-ton truck	235/80R/17	E	6
EZ Rider bus	275/70R/22.5	J	12
EZ Rider bus	275/70R/22.5 RECAP	J	24
Champion bus	275/80R/22.5	G	24
Champion bus	275/80R/22.5 RECAP	G	36
Gillig bus	305/85R/22.5	J	36
Gillig bus	305/85R/22.5 RECAP	J	72
Gillig bus	205/75R16C	J	72
Gillig bus	205/75R/16C RECAP	J	72

5.1.1.2 All tires shall be new and unused, except for recapped tires.

5.1.1.3 All tires shall be designed for use on transit buses, vans, trucks, and cars. **Truck tires are not acceptable for transit tires.**

5.1.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.1.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.7 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.2 Recapped Tires

5.1.2.1 Recapped tires shall be clearly marked as such.

5.1.2.2 Recapping of tires shall be performed only on casings of tires that the manufacturer advertises as suitable for recapping.

5.1.2.3 Casing must be thoroughly inspected by the vendor prior to recapping using Bandag, Goodyear, or Michelin inspection protocol.

5.1.2.4 Any tires that fail inspection shall not be recapped.

5.1.2.5 Recapped tires shall not be mounted on tires intended to be used as a steering tire.

5.1.2.6 All recapping shall be in accordance with the Bandag, Goodyear, or Michelin tire casing inspection methods, capping methods, and processes.

5.1.2.7 Recapping shall be completed with the latest technology.

5.1.2.8 Recapping shall be by pre-cure or mold-cure process only.

5.1.3 Services

- 5.1.3.1 DCTA uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to DCTA's Bus Operations & Maintenance Facility (refer to 5.1.5, below).
- 5.1.3.2 Bidder is to provide location information (city/state) of where mounting services will be provided.
- 5.1.3.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.
- 5.1.3.4 Vendor shall provide all services, including dismounting, disposal, mounting, balancing, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies in the price of each item.
- 5.1.3.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.
- 5.1.3.6 Replacement of Valve Stem: Vendor shall replace valve stems that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.
- 5.1.3.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.
- 5.1.3.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.
- 5.1.3.9 Services will be ordered on an as-needed basis

5.1.4 Discontinued Products

- 5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify DCTA immediately to request approval for a substitute item. All approvals must be in writing from DCTA.

5.1.5 Delivery and disposal

- 5.1.5.1 Delivery shall be within three (3) business days of order.
- 5.1.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**DCTA
Bus Operations & Maintenance Facility
1101 Teasley Ln
Denton, TX 76205**

- 5.1.5.3 DCTA reserves the right to add, delete, or change delivery locations during the term of the contract.

5.1.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.1.6 Ordering

5.1.6.1 DCTA will issue a purchase order to the successful bidder(s) for order placement.

5.1.6.2 DCTA is solely responsible for the issuance of its own purchase orders, separate and independent of Span.

5.1.7 Invoicing

5.1.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. DCTA Shall be invoiced separate and independent from Span.

5.1.7.2 DCTA Invoices are to be sent electronically to:

accountspayable@dcta.net

5.1.8 Optional Services

5.1.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. DCTA, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of DCTA.

5.1.7 DCTA reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

5.2 **Specifications/Deliverables- SPAN**

5.2.1 Tire Size

5.2.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. Span does not guarantee any purchase quantity. Span reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Cutaway Vans /Dodge Pro- Master Vans	225/75R/16	E	184

5.2.1.2 All tires shall be new and unused.

5.2.1.3 All tires shall be designed for use on transit buses and vans. Truck tires are not acceptable for transit tires.

5.2.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.2.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.3 Services

5.2.2.1 Span uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to Span's Bus Operations & Maintenance Facility (refer to 5.2.5, below).

5.2.2.2 Bidder is to provide location information (city/state) of where mounting services will be provided.

5.2.2.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.

5.2.2.4 Vendor shall provide all services, including dismounting, disposal, reconditioning of wheels, mounting, balancing, replacement of valve steam, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies.

5.2.2.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.

5.1.3.6 Replacement of Valve Steam: Vendor shall replace vale steams that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.

5.2.2.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.

5.2.2.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.

5.2.2.9 Services will be ordered on an as-needed basis

5.2.4 Discontinued Products

5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify Span immediately to request approval for a substitute item. All approvals must be in writing from Span.

5.2.5 Delivery and disposal

5.2.5.1 Delivery shall be within three (3) business days of order.

5.2.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**Span
Operations & Maintenance Facility
1800 Malone
Denton, TX 76201**

5.2.5.3 Span reserves the right to add, delete, or change delivery locations during the term of the contract.

5.2.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.2.6 Ordering

5.2.6.1 Span will issue purchase order(s) to the successful bidder(s) for order placement.

5.2.6.2 Span is solely responsible for the issuance of its own purchase orders, separate and independent of DCTA.

5.2.7 Invoicing

5.2.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. Span shall be invoiced separate and independent from DCTA.

5.2.7.2 Invoices are to be sent electronically to:

halr@span-transit.org

5.2.8 Optional Services

5.2.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. Span, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of Span.

5.2.9 Span reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

6. SHIPPING/FREIGHT TERMS

6.1 Shipping cost shall be included in bid price. No additional fees for delivery or freight shall be paid by DCTA or Span

6.2 Shipping terms shall be F.O.B. Destination.

6.3 All shipping documents and/or packing lists shall include Material Safety Data Sheets (MSDS), as applicable and/or required.

7. SAMPLES / DEMOS

7.1 If requested, samples/demos shall be furnished to DCTA or Span at bidders' expense.

8. DESCRIPTIVE LITERATURE

8.1 If bidding and equal, bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison and evaluation of the specification of the product(s) being bid. Failure to provide literature may result in rejection of the bid.

9. Technical information

9.1 All bidders shall furnish technical information, bulletins and/or product identification specifications for each item bid. Material Safety Data Sheets and any required warnings regarding the safe use of the product(s) shall be included with bid.

10. Warranty

8.1 Vendor shall warrant all materials, per the manufacturer's standard warranty.

8.2 Bidder is to provide manufacturer name, SKU/item#, and warranty terms at time of delivery.

11. PRICING/FEES

- 11.1 Contract shall be firm fixed-price contract
- 11.2 Freight charges shall be included in bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted.
- 11.3 Labor charges for services shall be included in the bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted

12. BID RESPONSE REQUIREMENTS

- 12.1 Bidder is to include in their response package the following. Failure to include may result in the bid response being deemed non-responsive and excluded from consideration. Some of these will require bidders to upload documents as attachments in BidSync.
- 12.2 Required documents. Refer to BidSync for list of required documents. Check for thoroughness and signature (if required). Note: Any documents in BidSync that are not fillable on-line will require bidders to download, complete, and sign (if required), and then to include with response as an attachment.
- 11.2 Technical information, bulletins, and/or product identification specifications for each item.
- 11.3 MSDS and any required warnings regarding the safe use of the product(s)
- 11.4 Descriptive literature enough in detail to enable an intelligent comparison of the items bid.

Questions RFB 21-05 New and Recapped Tires

No	Date	Question	Response	Date
1	5/21/2021	We would not be able to supply the 22.5" tires. Is submitting a bid for just the other sized tires acceptable?	Yes that is acceptable.	6/11/2021
2	5/21/2021	It appears that picking up the failed tire, mounting, balancing and redelivery of the new tire is required. Is that correct? Should we bid each tire with expense for these services included?	Yes. Include all Fees and associated cost in the bid price per tire, excluding the additional cost of valve stems, air valve cores, and the reconditioning of tires. These items have been added as separate lines to be bid on. All fees and cost associated with each item should also be included in bid price.	6/11/2021
3	5/26/2021	Is this an all or nothing bid? We are a Continental/ General tire dealer and do not make a 305/85R22.5 at this time. We can recap them but neither of our main product lines make that size at this time. Can we still bid this without that new tire item?	No, vendors may bid on items they are able to provide. DCTA reserves the right to award to multiple vendors to ensure that all items are able to be provided.	6/11/2021
4	6/2/2021	1)21-05-01-03 Spec lists two different sizes • 225/65R17 on the item # line • 225/75R15 in the description	Item 21-05-01-03 should read as 225/65R/17. Line item 21-05-01-03 has been updated on BidSync with the correct size. (see addendum 1)	6/11/2021
5	6/2/2021	2)21-05-01-06 Ford 1/2 ton trucks • 235/70R17 in item # line • 235/70R17 in description Most common size in Ford 1/2 ton pickups is 245/70R17	We need the 235/70R17.	6/11/2021
6	6/2/2021	3)pricing section 11 11.3 labor charges for services shall be included in bid price. Will this bid allow an addendum to reference our piece work for per tire mount only, dismount only, or any specific line items that may be incurred (valve stems etc.)?	The labor charges for dismount, mount, as well as miscellaneous supplies should be included in the cost of each tire. Please refer to section 5.1.3.4. However, for the replacement valve stems, replacement of air valve cores and the recondition of wheels new lines have been added to be bid on separately from the cost of the tires.	6/11/2021

Bid to be serviced by
Southern Tire Mart, LLC
1833 Mony St. @ I-35
Fort Worth, TX 76102
Manager: James Allen
Phone: 817-332-9000
gov-sales@stmtires.com
AAP

Solicitation 21-05

New and Recapped Tires

Bid Designation: Public



Denton County Transportation Authority

Bid 21-05

New and Recapped Tires

Bid Number **21-05**
Bid Title **New and Recapped Tires**
Expected Expenditure **\$100,000.00** (This price is expected - not guaranteed)

Bid Start Date **May 20, 2021 4:24:18 PM CDT**
Bid End Date **Jun 18, 2021 2:00:00 PM CDT**
Question & Answer End Date **Jun 8, 2021 5:00:00 PM CDT**

Bid Contact **Jacob Riley**
Procurement Specialist
940-218-1607
jriley@dcta.net

Contract Duration **1 year**
Contract Renewal **Not Applicable**
Prices Good for **90 days**

Bid Comments **DCTA is requesting bid to provide New and Recapped Tires.**
A public opening will be conducted virtually on June 18, 2021 via Microsoft Teams at 2:15 CT.

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
[Learn More | Meeting options](#)

Item Response Form

Item **21-05-01-01 - Ford Focus 195/65R/15**
Quantity **8 each**
Unit Price **Firestone FR380 #061940**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 8

Description
Vehicle Make/Model Tire Size Load Range Est Annual Qty
Ford Focus 195/65R/15 8

Item **21-05-01-02 - Ford Transit Van 195/75R/16**

Quantity **72 each**
Unit Price **\$146.00 Firestone Transforce CV #004708**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 72

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Transit Van	195/75R/15	D	72

Item **21-05-01-03 - Mini vans 225/65R/17**
Quantity **18 each**
Unit Price **\$127.00 Firestone All Season #003019**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 18

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Mini Vans	255/75R/15		18

Item **21-05-01-04 - Ford Ranger 225/70R/15**
Quantity **6 each**
Unit Price **\$138.00 Firestone Destination LE3 #005345**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 6

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Ranger	225/70R/15		6

Item **21-05-01-05 - Ford & Chevrolet Cutaway vans 225/75R/16**
Quantity **36 each**
Unit Price **\$150.00 Firestone Transforce HT2 #002760**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 36

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford & Chevrolet Cutaway vans	225/75R/16	E	36

Item **21-05-01-06 - Ford half-ton truck 235/70R/17**
Quantity **8 each**
Unit Price **\$147.00 Firestone Destination AT2 #014366**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 8

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford ½-ton truck	235/70R/17		8

Item **21-05-01-07 - Dodge 1-ton truck 235/80R/17**
Quantity **6 each**
Unit Price **\$166.00 Firestone Transforce HT2 #002766**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 6

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Dodge 1-ton truck	235/80R/17	E	6

Item **21-05-01-08 - EZ Rider bus 275/70R/22.5**
Quantity **12 each**
Unit Price **\$362.00 Firestone FS561 #248545**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 12

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
EZ Rider bus	275/70R/22.5	J	12

Item **21-05-01-09 - EZ Rider bus 275/70R/22.5 RECAP**
Quantity **24 each**
Unit Price **\$180.00 Bandag BDV #674516**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 24

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
EZ Rider bus	275/70R/22.5	J	24

RECAP

Item **21-05-01-10 - Champion bus 275/80R/22.5**
Quantity **24 each**
Unit Price **\$372.00 Firestone FS561 #248273**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 24

Description
Vehicle Make/Model Tire Size Load Range Est Annual Qty
Champion bus 275/80R/22.5 G 24

Item **21-05-01-11 - Champion bus 275/80R/22.5 RECAP**
Quantity **36 each**
Unit Price **\$180.00 Bandag BDV #674672**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 36

Description
Vehicle Make/Model Tire Size Load Range Est Annual Qty
Champion bus 275/80R/22.5 G 36
RECAP

Item **21-05-01-12 - Gillig bus 305/85R/22.5**
Quantity **36 each**
Unit Price **No Bid**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance
1101 Teasley Lane
Denton TX 76205
Qty 36

Description
Vehicle Make/Model Tire Size Load Range Est Annual Qty
Gillig Bus 305/85R/22.5 J 36

Item **21-05-01-13 - Gillig Bus 305/85R/22.5 RECAP**
Quantity **72 each**
Unit Price **\$209.00 Bandag BDV #674540**
Delivery Location **Denton County Transportation Authority**
DCTA - Bus Operations & Maintenance

1101 Teasley Lane
Denton TX 76205
Qty 72

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Gillig Bus	305/85R/22.5	J	72
RECAP			

Item **21-05-01-14 - Span- Ford Cutaway Vans /Dodge Pro-Master Vans**

Quantity **184 each**

Unit Price **\$150.00 Firestone Transforce HT2 #002760**

Delivery Location **Denton County Transportation Authority**

DCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

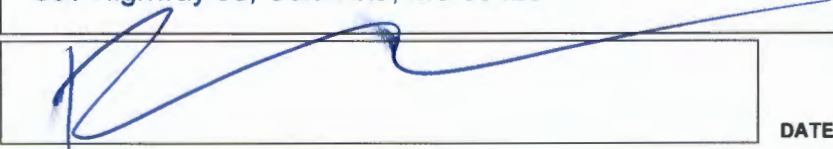
Qty 184

Description

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Cutaway Vans /Dodge Pro-Master Vans	225/75R/16	E	184



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Bids (RFB) 21-05		
TITLE	New and Recapped Tires		
PROCUREMENT SCHEDULE	Dates and times are subject to change, any changes will be issued by addenda.		
PRE BID/PROPOSAL MEETING DATE	NA	PRE BID/PROPOSAL MEETING LOCATION	NA
QUESTIONS DUE	June 8, 2021, by 5:00 pm CT	RESPONSES TO QUESTIONS RELEASED	June 11, 2021, by 5:00 pm CT
DUE DATE/TIME	June 18, 2021, at 2:00 pm CT A Bid Opening will be held at 2:15 pm June 18, 2021 electronically, see information listed on BidSync to join the bid opening		
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 Periscope S2G 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	Jacob Riley procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	Prior to the time and date indicated above, all bids must be received electronically at www.bidsync.com Bids received after the due date and time shall not be considered and will be returned unopened. Bids 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. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids. 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.		
ACCEPTANCE PERIOD	BIDS 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	Southern Tire Mart, LLC		
CONTACT NAME	Richard Conwill	TITLE	Director of Government Sales
TELEPHONE	877-786-4681	EMAIL	richard.conwill@stmtires.com
ADDRESS	800 Highway 98, Columbia, MS 39429		
SIGNATURE			DATE 06/16/2021

SCOPE OF WORK, TERMS AND CONDITIONS

1. OVERVIEW

Denton County Transportation Authority (DCTA), in a joint procurement with Span Transportation, is accepting bids for new and recapped vehicle tires for transit and truck vehicles, as well as wheel conditioning, mounting, balancing, and other tire services in accordance with the specifications set forth herein. DCTA intends to enter into an agreement with qualified Bidder(s) to provide new and recapped tires in accordance with the specifications set herein.

2. CONTRACT

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

Span may enter into a contract with awarded bidder(s), the contract shall reflect the terms and conditions of the RFB and the selected vendors bid submittal.

3. CONTRACT TERM

The term of the contract shall be for one (1) year, effective August 1, 2021, through and including July 31, 2022.

4. PRICE ADJUSTMENTS

Any price change requests must be submitted in writing sixty (60) days prior to price adjustment request. Requests for price adjustments are the responsibility of the bidder. Price adjustment requests must be documented with Bureau of Labor Statistics Data, Product Price Index, applicable to tires. It is the responsibility of the vendor to provide all documentation required to assist DCTA and Span in determining if the market justifies an increase in pricing. DCTA and Span reserve the right to accept or reject any/all requests for price adjustments. In the event DCTA and Span does not receive a price adjustment request sixty (60) days prior to the adjustment, all pricing shall remain.

5. PRODUCTS AND SCOPE OF SERVICES

Items furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. Specifications and requirements for specific products and/or items are specific to either DCTA and/or Span and addressed accordingly. Product specifications are summarized in the tables below.

5.1 Specifications/Deliverables- DCTA

5.1.1 Tire Size

5.1.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. DCTA does not guarantee any purchase quantity. DCTA reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Focus	195/65R/15		8
Ford Transit van	195/75R/16	D	72
Mini vans	225/65R/17		18
Ford Ranger	225/70R/15		6
Ford & Chevrolet Cutaway vans	225/75R/16	E	36
Ford ½-ton truck	235/70R/17		8
Dodge 1-ton truck	235/80R/17	E	6
EZ Rider bus	275/70R/22.5	J	12
EZ Rider bus	275/70R/22.5 RECAP	J	24
Champion bus	275/80R/22.5	G	24
Champion bus	275/80R/22.5 RECAP	G	36
Gillig bus	305/85R/22.5	J	36
Gillig bus	305/85R/22.5 RECAP	J	72

5.1.1.2 All tires shall be new and unused, except for recapped tires.

5.1.1.3 All tires shall be designed for use on transit buses, vans, trucks, and cars. **Truck tires are not acceptable for transit tires.**

5.1.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.1.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.1.7 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.1.2 Recapped Tires

5.1.2.1 Recapped tires shall be clearly marked as such.

5.1.2.2 Recapping of tires shall be performed only on casings of tires that the manufacturer advertises as suitable for recapping.

5.1.2.3 Casing must be thoroughly inspected by the vendor prior to recapping using Bandag, Goodyear, or Michelin inspection protocol.

5.1.2.4 Any tires that fail inspection shall not be recapped.

5.1.2.5 Recapped tires shall not be mounted on tires intended to be used as a steering tire.

5.1.2.6 All recapping shall be in accordance with the Bandag, Goodyear, or Michelin tire casing inspection methods, capping methods, and processes.

5.1.2.7 Recapping shall be completed with the latest technology.

5.1.2.8 Recapping shall be by pre-cure or mold-cure process only.

5.1.3 Services

- 5.1.3.1 DCTA uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to DCTA's Bus Operations & Maintenance Facility (refer to 5.1.5, below).
- 5.1.3.2 Bidder is to provide location information (city/state) of where mounting services will be provided.
- 5.1.3.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.
- 5.1.3.4 Vendor shall provide all services, including dismounting, disposal, reconditioning of wheels, mounting, balancing, replacement of valve stem, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies.
- 5.1.3.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.
- 5.1.3.6 Replacement of Valve Stem: Vendor shall replace valve stems that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.
- 5.1.3.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.
- 5.1.3.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.
- 5.1.3.9 Services will be ordered on an as-needed basis

5.1.4 Discontinued Products

- 5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify DCTA immediately to request approval for a substitute item. All approvals must be in writing from DCTA.

5.1.5 Delivery and disposal

- 5.1.5.1 Delivery shall be within three (3) business days of order.
- 5.1.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**DCTA
Bus Operations & Maintenance Facility
1101 Teasley Ln
Denton, TX 76205**

- 5.1.5.3 DCTA reserves the right to add, delete, or change delivery locations during the term of the contract.

5.1.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.1.6 Ordering

5.1.6.1 DCTA will issue a purchase order to the successful bidder(s) for order placement.

5.1.6.2 DCTA is solely responsible for the issuance of its own purchase orders, separate and independent of Span.

5.1.7 Invoicing

5.1.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. DCTA Shall be invoiced separate and independent from Span.

5.1.7.2 DCTA Invoices are to be sent electronically to:

accountspayable@dcta.net

5.1.8 Optional Services

5.1.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. DCTA, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of DCTA.

5.1.7 DCTA reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

5.2 **Specifications/Deliverables- SPAN**

5.2.1 Tire Size

5.2.1.2 Quantities listed therein are estimated annual usage and are subject to variance, based upon trends and/or fleet growth and/or reduction. Span does not guarantee any purchase quantity. Span reserves the right to add or delete tire sizes and styles, as warranted, for the duration of the contract.

Vehicle Make/Model	Tire Size	Load Range	Est Annual Qty
Ford Cutaway Vans /Dodge Pro- Master Vans	225/75R/16	E	184

5.2.1.2 All tires shall be new and unused.

5.2.1.3 All tires shall be designed for use on transit buses and vans. Truck tires are not acceptable for transit tires.

5.2.1.4 Tires shall have increased side-wall protection with side wear indicators that indicate excessive tire scuffing

5.2.1.5 Bus transit tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.1.6 Passenger vehicle tires shall be designed and warranted by the manufacturer for all wheel positions.

5.2.3 Services

5.2.2.1 Span uses a mounted tire program. When tire mounting is required, vendor shall pick-up tires and wheels, mount/balance/etc., and return mounted wheels back to Span's Bus Operations & Maintenance Facility (refer to 5.2.5, below).

5.2.2.2 Bidder is to provide location information (city/state) of where mounting services will be provided.

5.2.2.3 OPTIONAL: If normal mounting service is performed outside the immediate Dallas/Fort Worth, Texas metroplex, but bidder can provide a local service provider for use in case of emergency, please include that information in bid response, as well additional charges and/or conditions, if any.

5.2.2.4 Vendor shall provide all services, including dismounting, disposal, reconditioning of wheels, mounting, balancing, replacement of valve steam, pickup and delivery of tires and/or mounting program services, as well as miscellaneous supplies.

5.2.2.5 Reconditioning of wheel: Recondition wheel to like new condition. Polish wheel and remove any corrosion or rust.

5.1.3.6 Replacement of Valve Steam: Vendor shall replace vale steams that are damaged, worn, and/or cracked, that no longer hold the manufacturer recommended air pressure.

5.2.2.7 Replacement of Air Valve Core: Vendor shall replace air valve cores that are damaged and/or worn, that no longer hold the recommended manufacturer air pressure.

5.2.2.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.

5.2.2.9 Services will be ordered on an as-needed basis

5.2.4 Discontinued Products

5.1.4.1 In the event of product obsolescence or discontinuation by manufacturer, vendor shall notify Span immediately to request approval for a substitute item. All approvals must be in writing from Span.

5.2.5 Delivery and disposal

5.2.5.1 Delivery shall be within three (3) business days of order.

5.2.5.2 Pick-up and delivery location is as stated below, and shall be within the stated hours:

Hours of operation Mon-Fri, 8:00am- 5:00pm

**Span
Operations & Maintenance Facility
1800 Malone
Denton, TX 76201**

5.2.5.3 Span reserves the right to add, delete, or change delivery locations during the term of the contract.

5.2.5.4 Used tires shall be removed and disposed of by vendor. Tires must be removed and disposed of at vendor's expense within five (5) business days of request. Vendor must maintain proper disposal documentation, manifests, and tracking in accordance with local, state, and federal rules and regulations, including the State of Texas, Chapter 328, Texas Natural Resource Conservation Commission.

5.2.6 Ordering

5.2.6.1 Span will issue purchase order(s) to the successful bidder(s) for order placement.

5.2.6.2 Span is solely responsible for the issuance of its own purchase orders, separate and independent of DCTA.

5.2.7 Invoicing

5.2.7.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice. Span shall be invoiced separate and independent from DCTA.

5.2.7.2 Invoices are to be sent electronically to:

halr@span-transit.org

5.2.8 Optional Services

5.2.8.1 Bidder may propose other tire services and/or programs that may be of interest. Any additional costs must be clearly identified. Span, in its sole discretion, may or may not opt to utilize said optional services, as determined to be in the best interest of Span.

5.2.9 Span reserves the right to purchase tires and/or services elsewhere in the event items(s) are not available through vendor or where special conditions arise.

6. SHIPPING/FREIGHT TERMS

6.1 Shipping cost shall be included in bid price. No additional fees for delivery or freight shall be paid by DCTA or Span

6.2 Shipping terms shall be F.O.B. Destination.

6.3 All shipping documents and/or packing lists shall include Material Safety Data Sheets (MSDS), as applicable and/or required.

7. SAMPLES / DEMOS

7.1 If requested, samples/demos shall be furnished to DCTA or Span at bidders' expense.

8. DESCRIPTIVE LITERATURE

8.1 If bidding and equal, bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison and evaluation of the specification of the product(s) being bid. Failure to provide literature may result in rejection of the bid.

9. Technical information

9.1 All bidders shall furnish technical information, bulletins and/or product identification specifications for each item bid. Material Safety Data Sheets and any required warnings regarding the safe use of the product(s) shall be included with bid.

10. Warranty

8.1 Vendor shall warrant all materials, per the manufacturer's standard warranty.

8.2 Bidder is to provide manufacturer name, SKU/item#, and warranty terms at time of delivery.

11. PRICING/FEES

- 11.1 Contract shall be firm fixed-price contract
- 11.2 Freight charges shall be included in bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted.
- 11.3 Labor charges for services shall be included in the bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted

12. BID RESPONSE REQUIREMENTS

- 12.1 Bidder is to include in their response package the following. Failure to include may result in the bid response being deemed non-responsive and excluded from consideration. Some of these will require bidders to upload documents as attachments in BidSync.
- 12.2 Required documents. Refer to BidSync for list of required documents. Check for thoroughness and signature (if required). Note: Any documents in BidSync that are not fillable on-line will require bidders to download, complete, and sign (if required), and then to include with response as an attachment.
- 11.2 Technical information, bulletins, and/or product identification specifications for each item.
- 11.3 MSDS and any required warnings regarding the safe use of the product(s)
- 11.4 Descriptive literature enough in detail to enable an intelligent comparison of the items bid.

GENERAL TERMS AND CONDITIONS

1. CANCELLATION

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

2. EVALUATION AND AWARD OF CONTRACT

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

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

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

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

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

The Owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial stability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. DCTA may award the contract to responsible bidders/proposers possessing the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as bidders/proposers integrity, compliance with public policy, record of past performance, and financial and technical resources.

If contract is to be awarded, it will be awarded to the lowest responsive responsible Bidder whose bid will be in the best interests of the DCTA. DCTA will award the contract to a single supplier, affording DCTA the improved cost effectiveness as well as one stop shopping. If determined to be in the best interest of DCTA, it reserves the right to award to multiple bidders, to add and delete items and/or to order from multiple bidders.

The Procurement Manager shall recommend the bidder determined to be the lowest responsive and responsible bidder to the Denton County Transportation Authority Board of Directors. Based on the evaluation committees recommendation the DCTA Board of Directors will authorize the DCTA President to enter into a contract with the selected bidder.

3. ADDENDUM

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

4. PROOF OF INSURABILITY

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

5. CONFIDENTIALITY

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

6. TAXES

DCTA/SPAN is tax exempt and shall furnish the successful bidder 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 bid, bidder acknowledges bidder has read and does comply with all terms and conditions, clauses and requirements contained herein.

8. PAYMENT

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

Bidder's Invoices shall be mailed or submitted electronically to the appropriate entity:

DCTA at:
accountspayable@dcta.net

Or

SPAN at:
Span Accounts Payable
1800 Malone
Denton, TX 76201

9. ASSIGNMENT

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

10. VENUE

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

11. INDEPENDENT CONTRACTOR

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

12. TERMINATION / DISPUTE RESOLUTION

Termination for Convenience of DCTA

DCTA may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to Contractor. Upon termination under this provision, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, Contractor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by

Contractor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

Termination for Default

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

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

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

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

Termination of Force Majeure

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

Disputes

Performance During Dispute – Unless otherwise directed by DCTA, contractor shall continue performance under this contract while matters in dispute are being resolved. Further, DCTA shall

pay contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

13. PROTEST PROCEDURES

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

14. ADMINISTRATIVE REMEDIES

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

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

15. OPEN RECORDS

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

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

16. CONTRACT

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

17. PROHIBITION OF BOYCOTT ISREAL

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

18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

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

19. RELATIONSHIP AND WORK IN GENERAL

Contractor, an independent contractor, covenants and agrees to perform for the stated compensation, all of the services described in Scope of Work, Terms and Conditions of this

Contract. Contractor agrees to complete the work in a professional and workmanlike manner with a high degree of care to ensure the accuracy and timeliness thereof.

20. ASSIGNMENT OF PERSONNEL

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

21. EMPLOYMENT OF PERSONNEL

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

22. EMPLOYMENT OF VETERANS

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

23. USE OF SUBCONTRACTORS

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

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

24. DBE SUBCONTRACTS

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

25. INSPECTION OF WORK

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

26. COPYRIGHT

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

27. PROPRIETARY RIGHTS

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

28. OWNERSHIP OF DOCUMENTS

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

29. MAINTENANCE OF RECORDS

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

30. CHANGES BY CONTRACTOR

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

31. WRITTEN ACCEPTANCE BY DCTA

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

32. CHANGE ORDERS / CONTRACT MODIFICATIONS

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

33. WHOLE AGREEMENTS

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

34. PARTIAL INVALIDITY

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

35. TITLES AND HEADINGS FOR CONVENIENCE ONLY

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

36. COMPENSATION

The bidder shall be compensated for work in performance of the contract and per the agreed upon fees. The bidder shall include as part of his invoice a list of all subcontractors and the amounts to be paid to each of the subcontractors from this invoice. DCTA will require specific payment reporting

criteria for all payments made to subcontractors and will provide additional information and forms upon selection as the awarded firm.

37. PROMPT PAYMENT

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

38. RETAINAGE

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

39. MINORITY OWNED FINANCIAL INSTITUTIONS

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

40. NON-DISCRIMINATION

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

41. GRATUITIES

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

42. FUNDING

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

43. FEDERAL FUNDS

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

44. PROCUREMENT OF RECOVERED MATERIALS

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

45. SILENCE OF SPECIFICATIONS

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

INSURANCE REQUIREMENTS

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

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VI 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
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000

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

Texas Statutory Limits with Employer's Liability 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 Business Automobile Liability policies shall be endorsed to name DCTA/SPAN, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability policies 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 herein.

NO COMMENCEMENT WITHOUT COVERAGE:

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

CERTIFICATES:

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

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

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

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board"

commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

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

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and

Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age

Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Search Results
Web results

Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

ENERGY CONSERVATION

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.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - 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 this contract.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (FlyAmerica Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency 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 this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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.

Distracted Driving

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 Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure 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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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 the Agency 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 Agency 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: 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: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation.

Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time 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 Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The 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 Agency 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.



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein)

Southern Tire Mart, LLC

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

3. Federal Tax ID Number

06-1689011

4. Business Mailing Address (include City/State/Zip Code)

800 Highway 98, Columbia, MS 39429

5. Business Email Address

richard.conwill@stmtires.co,

6. Business Telephone

877-786-4681

Business Fax Number

601-651-0655

7. Business Type

Limited Liability Company

8. Number of Years in Business

18 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+ 3,500+

11. Is Business a DBE Firm?

- ☐ Yes ☒ No

12. Is Business Owned by Minority Ethnicity?

- ☐ Yes ☒ No

13. Ethnic Group

Black American

Hispanic American

Native American

Other

Subcontinent Asian American

White/Caucasian ☒

Asian Pacific American

14. Woman Owned?

- ☐ Yes ☒ No

19. Is any litigation pending against the Business?

- ☐ 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).

Thomas Duff 800 Highway 98
James Duff Columbia, MS 39429

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.**

Southern Tire Mart, LLC/ Richard Conwill

15. Veteran Owned

☐ Yes ☒ No

16. Type of Work Performed

☐ Manufacturing ☐ Professional Service ☒ Manufacturer
☐ Retail ☐ General/Technical Service Direct

17. Has the Business, or any officer or partner thereof, failed to complete a contract?

☐ Yes ☒ No

18. Has the Business ever been declared "Not Responsible"

☐ Yes ☒ No

Printed Name

Director of Government Sales

Title

Signature of owner

06/16/2021

Date

richard.conwill@stmtires.com

Email Address

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

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Richard Conwill hereby certify

(Name and title of official)

On behalf of that: Southern Tire Mart, LLC

(Name of Bidder / Company Name)

- 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 agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – , "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name Southern Tire Mart, LLC

Type or print name Richard Conwill

Signature of Authorized Representative 

Date 6/16/2021

Signature of Notary and SEAL

Arielle A. Pruett 10/10/21



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLYBy law this questionnaire must be filed with the records administrator of the local government 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.

Date Received

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

Southern Tire Mart, LLC

1 Name of person doing business with local governmental entity.

None

2

☐ Check this box if you are filing an update to a previously filed questionnaire.(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

//

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

//

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the

answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ YES☒ NO

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

☐ YES☒ NO

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

☐ YES☒ NO

D. Describe each affiliation or business relationship.

//

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

//

NA

7



Signature of person doing business with the governmental entity

06/16/2021

Date

-
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:

- 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 Southern Tire Mart, LLC

Name and Title of Contractor's Authorized Official Richard Conwill, Director of Government Sales

Signature

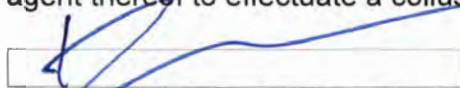


Date 06/16/2021

NON-COLLUSION AFFIDAVIT

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

The authorized representative for bidder / proposer, Richard Conwill, 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

Richard Conwill, Director of Government Sales

Name and Title of Authorized Company Representative

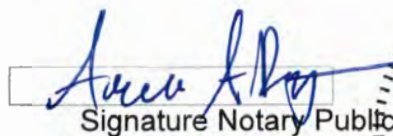
06/16/2021

Date

Subscribed and sworn to before me on

Arnell A. Pruett (Date) 6/16/21

(Notary Seal)


Signature Notary Public



BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25,
2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
- (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company

Name

Richard Conwill

Title

Director of Government Sales

Signature

Date

06/16/2021

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements. The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company

Name

Title

Signature

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, Richard Conwill (Name of certifying official), the
Director of Government Sales (title or position of certifying official) of
Southern Tire Mart, LLC (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:

Title: Southern Tire Mart, LLC

Date: 06/16/2021

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 7 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

Failure to achieve DBE contract goals. If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar

amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in this formula for the DBE percentage goal as originally established.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

Athena Forrester, CPPO, CPPB
DCTA DBE Liaison Officer 1955
Lakeway Drive, Suite 260
Lewisville, Texas 75057

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely "pro forma" or "going through the motions," do not constitute "Good Faith Efforts" to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute "Good Faith Efforts." In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of "Good Faith Efforts," the Department of Transportation has prepared a list illustrating the kinds of

actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or
- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such

DBEs to participate effectively, or

- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate “Good Faith Efforts” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor's DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer's compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA's decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.
5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditures to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.



No DBE is required for this bid

GOOD FAITH EFFORT FORM

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you must complete this form.

Prime Company Name (please print):

NA

DCTA Contract Number: NA

DCTA Contract Goal: NA %

Check applicable response to describe prime:

NA

DBE:

(yes ☐) Certifying Entity:

(no ☐)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. **(DO NOT LIST NAMES OF FIRMS).**

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). List opportunities only.

(Use additional sheets, if necessary)

List of Subcontracting Opportunities:

List of Supplier Opportunities:

NA

NA

2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☐) **NA**

DBE listing request date to the DCTA DBELO : **NA** / / 20

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☐) **NA**

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. If you did not fulfill, please write the following statement: "I did not comply"

NA

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☐) **NA**

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. If you did not fulfill, please write the following statement: "I did not comply"

NA

NOTE: A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

NOTE: If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or less, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or more, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☐) **NA**

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. (**Please use additional sheets, if necessary and attach**)

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection
NA				

ADDITIONAL INFORMATION:


Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project

NA

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature: 	Printed Signature: Richard Conwill
Title: Director of Government Sales	Contact Name and Title (if different): Richard Conwill, Director of Government Sales
Company Name: Southern Tire Mart, LLC	Phone Number: 877-786-4681
Street Address: 800 Highway 98	Email Address: richard.conwill@stmtires.com
City/County/State and Zip Code Columbia, MS 39429	Date: June 16 20 21
DCTA DBELO Authorized Signature:	Date: 20

Question and Answers for Bid #21-05 - New and Recapped Tires

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jun 8, 2021 5:00:00 PM CDT

Southern Tire Mart, LLC

Item: **Ford Transit Van 195/75R/16**

Attachments

Trans cv.docx



Transforce CV

Light/Medium Truck, All Season

Firestone Transforce CV tires are designed to fit Euro Commercial Vans (Ford Transit, Ram Promaster City, and more) and perform well during any season. Firestone's latest innovations provide you with solid traction in wet conditions as well as improvements on uneven wear when carrying heavy loads. Whether rain or shine, these tires offer a strong, quiet, and fuel-efficient performance.

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
205/65R15C	102	C	T	BLACKWALL	004706	5.5-6.5	25.5	14	27.0	0

Southern Tire Mart, LLC

Item: **Mini vans 225/65R/17**

Attachments

FS All season.docx



Firestone All Season 225/65R17 102T BSW Tires

- MFG: 003019
- UTQG: 480AB
- Mileage Warranty: 55000 miles

Specs: Value: Description:

Sidewall BSW

Load Index 102

Speed Rating T

UTQG 480AB

Max Single Air Pressure(PSI) 44

Tread Depth 10.0

Tread Design Nondirectional

Rim Width Range 6.0-8.0

Section Width 9.0

Overall Diameter 28.5

Manufacturer Part Number 003019

Southern Tire Mart, LLC

Item: **Ford Ranger 225/70R/15**

Attachments

Destination le3.docx



Destination LE3

Light/Medium Truck, All Season

Seasons change, but you can't always change your busy schedule. That's why the Firestone Destination LE3 tire is engineered with the most advanced all-season tire technology. Full-depth 3D tire sipes create multiple biting edges that maximize traction, and wide circumferential grooves push water out of the way to allow for optimal control in the wettest of seasons. The LE3 tire offers a quiet and comfortable ride for your CUV, light truck, or SUV, no matter the highway conditions. With time-tested reliability and renowned longevity, the Firestone Destination LE3 all-season tire is backed by a 70,000-mile limited warranty* and a 90-day buy and try guarantee. Don't let the seasons slow you down. The Destination LE3 tire is here to get you there.

Specifications

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
225/75R16	104		T	OUTLINE WHITE LETTER	005334	6.0-7.5	29.3	10	26.0	70000
225/70R16	103		T	OUTLINE WHITE	005335	6.0-7.5	28.4	10	24.0	70000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPROX. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
				LETTER						
235/75R16	108		T	OUTLINE WHITE LETTER	005336	6.0-8.0	29.8	10	29.0	70000
235/70R16	106		T	OUTLINE WHITE LETTER	005338	6.0-8.0	29.0	10	29.0	70000
235/65R16	103		H	BLACKWALL	005339	6.5-8.5	28.0	10	24.0	70000
245/75R16	111		T	OUTLINE WHITE LETTER	005340	6.5-8.0	30.5	10	31.0	70000
245/70R16	107		T	OUTLINE WHITE LETTER	005341	6.5-8.0	29.5	10	29.0	70000
255/70R16	111		T	OUTLINE WHITE LETTER	005342	6.5-8.5	30.1	10	32.0	70000
215/75R15	100		T	OUTLINE WHITE LETTER	005343	5.5-7.0	27.7	10	24.0	70000
225/75R15	102		T	OUTLINE WHITE LETTER	005344	6.0-7.5	28.3	10	25.0	70000
225/70R15	100		T	OUTLINE WHITE LETTER	005345	6.0-7.5	27.4	10	24.0	70000
235/75R15	109	EXTRA LOAD	T	OUTLINE WHITE LETTER	005346	6.0-8.0	28.9	10	29.0	70000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
265/75R15	112		T	OUTLINE WHITE LETTER	005348	7.0-9.0	30.7	10	34.0	70000
205/70R16	97		H	BLACKWALL	005349	5.0-7.0	27.3	10	21.0	70000
215/70R16	100		H	BLACKWALL	005350	5.5-7.0	27.9	10	22.0	70000
215/65R16	98		H	BLACKWALL	005351	6.0-7.5	27.0	10	23.0	70000
255/65R16	109		T	OUTLINE WHITE LETTER	005352	7.0-9.0	29.1	10	30.0	70000
265/70R16	112		T	OUTLINE WHITE LETTER	005354	7.0-9.0	30.6	10	35.0	70000
215/65R17	99		H	BLACKWALL	005357	6.0-7.5	28.0	10	26.0	70000
215/60R17	96		H	BLACKWALL	005358	6.0-7.5	27.2	10	24.0	70000
225/65R17	102		H	BLACKWALL	005359	6.0-8.0	28.5	10	23.0	70000
225/60R17	99		H	BLACKWALL	005360	6.0-8.0	27.6	10	23.0	70000
225/55R17	97		V	BLACKWALL	005361	6.0-8.0	26.8	10	22.0	70000
235/70R17	109	EXTRA LOAD	T	OUTLINE WHITE LETTER	005362	6.0-8.0	29.0	10	31.0	70000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPROX. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
235/65R17	104		H	BLACKWALL	005365	6.5-8.5	29.1	10	24.0	70000
235/60R17	102		H	BLACKWALL	005366	6.5-8.5	28.1	10	24.0	70000
235/55R17	99		H	BLACKWALL	005368	6.5-8.5	27.2	10	23.0	70000
245/70R17	110		T	OUTLINE WHITE LETTER	005369	6.5-8.0	30.6	10	32.0	70000
245/65R17	107		T	OUTLINE WHITE LETTER	005370	7.0-8.5	29.5	10	30.0	70000
255/70R17	112		T	OUTLINE WHITE LETTER	005371	6.5-8.5	31.1	10	34.0	70000
255/65R17	110		T	OUTLINE WHITE LETTER	005372	7.0-9.0	30.1	10	33.0	70000
265/70R17	115		T	OUTLINE WHITE LETTER	005374	7.0-9.0	31.7	12	36.0	70000
265/65R17	112		T	OUTLINE WHITE LETTER	005375	7.5-9.5	30.6	10	34.0	70000
225/60R18	100		H	BLACKWALL	005376	6.0-8.0	28.6	10	25.0	70000
225/55R18	98		H	BLACKWALL	005378	6.0-8.0	27.8	10	23.0	70000
235/65R18	106		T	OUTLINE WHITE LETTER	005379	6.5-8.5	30.0	10	28.0	70000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPROX. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
235/60R18	103		H	BLACKWALL	005380	6.5-8.5	29.1	10	26.0	70000
235/55R18	100		V	BLACKWALL	005382	6.5-8.5	28.2	10	32.0	70000
235/50R18	97		H	BLACKWALL	005383	6.5-8.5	27.3	10	24.0	70000
245/60R18	105		H	BLACKWALL	005384	7.0-8.5	29.6	10	28.0	70000
255/70R18	113		T	OUTLINE WHITE LETTER	005385	6.5-8.5	32.1	10	35.0	70000
255/65R18	111		H	BLACKWALL	005386	7.0-9.0	31.1	10	34.0	70000
255/55R18	109	EXTRA LOAD	H	BLACKWALL	005387	7.0-9.0	29.0	10	31.0	70000
265/70R18	116		T	OUTLINE WHITE LETTER	005388	7.0-9.0	32.6	10	37.0	70000
265/65R18	114		T	OUTLINE WHITE LETTER	005389	7.5-9.5	31.5	10	35.0	70000
265/60R18	110		T	OUTLINE WHITE LETTER	005391	7.5-9.5	30.5	10	34.0	70000
275/65R18	116		T	OUTLINE WHITE LETTER	005392	7.5-9.5	32.1	10	38.0	70000
225/55R19	99		H	BLACKWALL	005393	6.0-8.0	28.8	10	25.0	70000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPROX. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
235/55R19	101		H	BLACKWALL	005394	6.5-8.5	29.2	10	26.0	70000
235/50R19	99		H	BLACKWALL	005395	6.5-8.5	28.3	10	24.0	70000
235/45R19	95		H	BLACKWALL	005396	7.5-9.0	27.4	10	25.0	70000
245/55R19	103		H	BLACKWALL	005397	7.0-8.5	29.7	10	34.0	70000
255/50R19	107	EXTRA LOAD	H	BLACKWALL	005398	7.0-9.0	29.1	10	32.0	70000
275/55R19	111		H	BLACKWALL	005399	7.5-9.5	30.9	10	40.0	70000
235/55R20	102		H	BLACKWALL	005400	6.5-8.5	30.2	10	28.0	70000
245/50R20	102		H	BLACKWALL	005401	7.0-8.5	29.7	10	29.0	70000
255/60R19	109		H	BLACKWALL	005403	7.0-9.0	31.1	10	34.0	70000
255/55R20	107		H	BLACKWALL	005405	7.0-9.0	31.0	10	36.0	70000
255/50R20	109	EXTRA LOAD	H	BLACKWALL	005406	7.0-9.0	30.1	10	32.0	70000
265/50R20	107		H	BLACKWALL	005408	7.5-9.5	30.5	10	35.0	70000
275/60R	115		H	BLACKWALL	005409	7.5-	33.0	10	39.0	70000

TIRE SIZE	SERVIC E DESC	LOAD RANG E	SPEED RATIN G	SIDEWALL STYLING	ARTICL E NUMBE R	APPR. RIM WIDT H	OVERAL L TIRE DIAMETE R	TREA D DEPT H	TIRE WEIGH T	WARRANT Y MILES
20				LL		9.5				
275/55R 20	113		H	BLACKWA LL	005410	7.5- 9.5	31.9	10	38.0	70000
275/45R 20	110	EXTR A LOAD	H	BLACKWA LL	005411	8.5- 10.5	29.8	10	34.0	70000
245/60R 20	107		H	BLACKWA LL	005412	7.0- 8.5	31.6	10	35.0	70000
285/45R 22	110		H	BLACKWA LL	005413	9.0- 10.5	32.1	10	38.0	70000

Hide Tire Size Data

Southern Tire Mart, LLC

Item: **Ford & Chevrolet Cutaway vans 225/75R/16**

Attachments

Trans HT2.pdf



Transforce HT2

Light/Medium Truck, All Season

The Transforce HT2 is commercial highway tire built for light trucks and commercial vehicles. The tread design of the Transforce HT2 provides great chip and tear resistance* while delivering solid traction in wet conditions to help reduce the risk of hydroplaning.* Built with all-season capabilities, this tough tire will work as hard as you do to get the job done – because every job is worth doing right. *as compared to the Firestone Transforce HT.

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM UP TO
LT265/70R18	124	E	R	OUTLINE WHITE LETTER	002754		32.6	15	48.0	0	0
LT215/85R16	115	E	R	BLACKWALL	002758		30.4	14	36.0	0	0
LT235/85R16	120	E	R	BLACKWALL	002759		31.7	15	39.0	0	0

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM UP TO
LT225/75R16	115	E	R	BLACKWALL	002760		29.3	14	34.0	0	0
LT245/75R16	120	E	R	BLACKWALL	002761		30.5	14	39.0	0	0
LT265/75R16	123	E	R	BLACKWALL	002762		31.7	15	44.0	0	0
LT235/80R17	120	E	R	BLACKWALL	002766		31.8	15	42.0	0	0
LT245/70R17	119	E	R	BLACKWALL	002767		30.6	14	40.0	0	0
LT265/70R17	121	E	R	OUTLINE WHITE LETTER	002768		31.7	15	46.0	0	0
LT275/65R18	123	E	S	OUTLINE WHITE LETTER	002773		32.1	16	48.0	0	0
LT225/75R17	116	E	R	BLACKWALL	002774		30.3	14	36.0	0	0
LT245/75R17	121	E	R	BLACKWALL	002777		31.5	14	40.0	0	0
LT275/70R18	125	E	S	BLACKWALL	002778		33.2	16	51.0	0	0

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM UP TO
LT275/65R20	126	E	S	BLACKWALL	004369		34.1	16	53.0	0	0
LT285/70R17	121	E	R	BLACKWALL	004371		32.8	16	49.0	0	0
LT265/60R20	121	E	S	BLACKWALL	004372		32.5	15	50.0	0	0
LT285/60R20	125	E	R	BLACKWALL	005286		33.5	16	50.0	0	0

Southern Tire Mart, LLC

Item: **Ford half-ton truck 235/70R/17**

Attachments

Destination at2.docx



Destination A/T2

Light/Medium Truck, All Season

The Firestone Destination A/T2 is an all-terrain truck & SUV tire built for dependable on and off-road traction and longer-lasting performance.* This all-weather tire is built for wet performance and on-road handling, plus 3 Peak Mountain Snowflake certification. Backed by a 55,000 mile limited warranty, the Firestone Destination A/T2 is built tough for dependability on or off road. *as compared to the Destination A/T

Starting at Specifications

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
285/45R22	114	EXTRA LOAD	H	BLACKWALL	005214	9.0-10.5	32.1	12	40.0	55000
P235/75R16	106		S	OUTLINE WHITE LETTER	005284	6.0-8.0	29.8	12	31.0	55000
P235/75R15	105		S	OUTLINE WHITE LETTER	014043	6.0-8.0	28.9	12	29.0	55000
P225/75R16	104		S	OUTLINE WHITE LETTER	014111	6.0-7.5	29.3	12	34.0	55000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
P245/75R16	109		S	OUTLINE WHITE LETTER	014145	6.5-8.0	30.5	12	34.0	55000
P265/75R16	114		T	OUTLINE WHITE LETTER	014162	7.0-9.0	31.7	12	37.0	55000
P235/70R16	104		S	OUTLINE WHITE LETTER	014213	6.0-8.0	29.0	12	29.0	55000
P245/70R16	106		S	OUTLINE WHITE LETTER	014247	6.5-8.0	29.5	12	32.0	55000
P255/70R16	109		S	OUTLINE WHITE LETTER	014264	6.5-8.5	30.1	12	35.0	55000
P235/75R17	108		S	OUTLINE WHITE LETTER	014315	6.0-8.0	30.9	12	33.0	55000
P255/75R17	113		S	OUTLINE WHITE LETTER	014349	6.5-8.5	32.1	12	37.0	55000
P235/70R17	108	EXTRA LOAD	S	OUTLINE WHITE LETTER	014366	6.0-8.0	30.0	12	32.0	55000
P245/70R17	108		S	OUTLINE WHITE LETTER	014383	6.5-8.0	30.6	12	34.0	55000
P255/70R17	110		S	OUTLINE WHITE LETTER	014417	6.5-8.5	31.1	12	36.0	55000
P265/70R17	113		S	OUTLINE WHITE LETTER	014434	7.0-9.0	31.7	12	38.0	55000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
P285/70R17	117		T	OUTLINE WHITE LETTER	014468	7.5-9.5	32.8	12	42.0	55000
P235/65R17	103		S	OUTLINE WHITE LETTER	014502	6.5-8.5	29.1	12	28.0	55000
P245/65R17	105		T	OUTLINE WHITE LETTER	014519	7.0-8.5	29.5	12	33.0	55000
P255/65R17	108		S	OUTLINE WHITE LETTER	014536	7.0-9.0	30.1	12	35.0	55000
P265/65R17	110		S	OUTLINE WHITE LETTER	014553	7.5-9.5	30.6	12	36.0	55000
P255/70R18	112		S	OUTLINE WHITE LETTER	014570	6.5-8.5	32.1	12	38.0	55000
P265/70R18	114		S	OUTLINE WHITE LETTER	014587	7.0-9.0	32.6	12	40.0	55000
P265/65R18	112		S	OUTLINE WHITE LETTER	014689	7.5-9.5	31.5	12	39.0	55000
P275/65R18	114		T	OUTLINE WHITE LETTER	014706	7.5-9.5	32.1	12	40.0	55000
P245/60R18	104		T	BLACKWALL	014723	7.0-8.5	29.6	12	32.0	55000
P265/60R18	109		T	OUTLINE WHITE LETTER	014740	7.0-9.5	30.5	12	38.0	55000

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES
P275/60R20	114		S	OUTLINE WHITE LETTER	014757	7.5-9.5	33.0	12	43.0	55000
P275/55R20	111		S	BLACKWALL	014774	7.5-9.5	31.9	12	38.0	55000

Southern Tire Mart, LLC

Item: **Dodge 1-ton truck 235/80R/17**

Attachments

Trans HT2.pdf



Transforce HT2

Light/Medium Truck, All Season

The Transforce HT2 is commercial highway tire built for light trucks and commercial vehicles. The tread design of the Transforce HT2 provides great chip and tear resistance* while delivering solid traction in wet conditions to help reduce the risk of hydroplaning.* Built with all-season capabilities, this tough tire will work as hard as you do to get the job done – because every job is worth doing right. *as compared to the Firestone Transforce HT.

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM UP TO
LT265/70R18	124	E	R	OUTLINE WHITE LETTER	002754		32.6	15	48.0	0	0
LT215/85R16	115	E	R	BLACKWALL	002758		30.4	14	36.0	0	0
LT235/85R16	120	E	R	BLACKWALL	002759		31.7	15	39.0	0	0

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM UP TO
LT225/75R16	115	E	R	BLACKWALL	002760		29.3	14	34.0	0	0
LT245/75R16	120	E	R	BLACKWALL	002761		30.5	14	39.0	0	0
LT265/75R16	123	E	R	BLACKWALL	002762		31.7	15	44.0	0	0
LT235/80R17	120	E	R	BLACKWALL	002766		31.8	15	42.0	0	0
LT245/70R17	119	E	R	BLACKWALL	002767		30.6	14	40.0	0	0
LT265/70R17	121	E	R	OUTLINE WHITE LETTER	002768		31.7	15	46.0	0	0
LT275/65R18	123	E	S	OUTLINE WHITE LETTER	002773		32.1	16	48.0	0	0
LT225/75R17	116	E	R	BLACKWALL	002774		30.3	14	36.0	0	0
LT245/75R17	121	E	R	BLACKWALL	002777		31.5	14	40.0	0	0
LT275/70R18	125	E	S	BLACKWALL	002778		33.2	16	51.0	0	0

TIRE SIZE	SERVICE DESC	LOAD RANGE	SPEED RATING	SIDEWALL STYLING	ARTICLE NUMBER	APPR. RIM WIDTH	OVERALL TIRE DIAMETER	TREAD DEPTH	TIRE WEIGHT	WARRANTY MILES	WARRANTY KM UP TO
LT275/65R20	126	E	S	BLACKWALL	004369		34.1	16	53.0	0	0
LT285/70R17	121	E	R	BLACKWALL	004371		32.8	16	49.0	0	0
LT265/60R20	121	E	S	BLACKWALL	004372		32.5	15	50.0	0	0
LT285/60R20	125	E	R	BLACKWALL	005286		33.5	16	50.0	0	0

Southern Tire Mart, LLC

Item: **EZ Rider bus 275/70R/22.5**

Attachments

FS561.pdf

Firestone MT Warranty.pdf



FS561 *ON-HIGHWAY ALL-POSITION* Steer Radial



Southern Tire Mart, LLC

ALWAYS UP TO THE TASK, LIKE YOU

Both regional and pickup and delivery truck drivers know the importance of having tough tires built for high-scrub service. The all-position Firestone FS561 is designed for steer applications that navigate these demanding conditions. Features such as a special tread compound and solid shoulder ribs enhance casing protection, extending overall tire life, giving the FS561 staying power in environments where stone drilling and rib tearing are regular occurrences.

DRIVE A FIRESTONE

Firestone

FS561 INNOVATIONS

A»

«B»

C»

D»

A

SPECIALIZED GROOVE SHAPE

Designed to better resist rib tearing.

B

STONE REJECTORS IN CENTER GROOVES

Help provide resistance to stone drilling and protect belts for enhanced casing durability.

C

RIB SIPES

Cut through water for solid wet traction.

D

STRESS RELIEF SIPES

Fight irregular wear by absorbing rib edge stresses in the footprint for long, even wear.

FS561 Features & Benefits

DRIVE A FIRESTONE

**TREAD CAP COMPOUND AND SOLID SHOULDER RIBS**

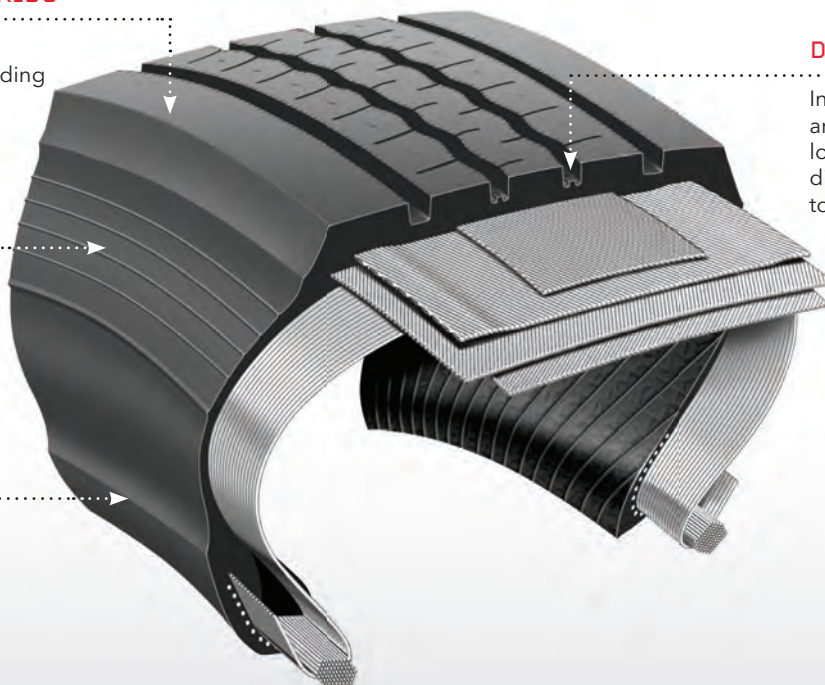
Enhance resistance to maneuvering scrub, leading to increased tread life.

SIDEWALL PROTECTOR RIBS

Help protect the casing from cuts, snags and abrasions due to curbing and impacts.

INNOVATIVE SIDEWALL DESIGN

Reduces overall weight to improve fuel efficiency without sacrificing durability.

**DEEP, WIDE TREAD**

Increases original tread life and the wide footprint spreads load over a larger area, distributing footprint pressure to promote long, even wear.

Tire Sizes	Load Range	Material #	Weight (Lbs/kg) [†]	Meas. Rim (in.)	Overall Diameter (in./mm)	Overall Width (in./mm)	Overall Width Loaded (in./mm)	Static Loaded Radius (in./mm)	Revolutions per Mile/km	Tread Depth (32"/mm)	MAX TIRE LOAD		Max Speed (mph/kph)
											Single Lbs@PSI/kg@kPa	Dual Lbs@PSI/kg@kPa	
295/75R22.5 metric	G	248273	111 50	8.25	40.4 1026	10.9 277	12.0 305	18.9 480	514 319	21 17	6175@110 2800@760	5675@110 2575@760	75 120
285/75R24.5 metric	G	248290	121 55	8.25	41.5 1054	10.9 277	12.0 305	19.5 495	501 311	21 17	6175@110 2800@760	5675@110 2575@760	75 120
275/70R22.5 metric	J	248545	99 45	8.25	38.1 [†] 968 [†]	11.5 [†] 292 [†]	12.7 [†] 323 [†]	17.9 [†] 455 [†]	545 [†] 339 [†]	21 17	6940@130 3150@900	6395@130 2900@900	75 120
255/70R22.5 metric	H	248528	93 42	8.25	36.8 935	10.4 264	11.4 290	17.3 439	565 351	21 17	5510@120 2510@830	5070@120 2300@830	75 120
9R22.5	F	248562	90 41	6.75	38.4 [†] 975 [†]	9.0 [†] 229 [†]	9.9 [†] 251 [†]	18.0 [†] 457 [†]	541 [†] 336 [†]	19 15	4540@105 2060@720	4300@105 1950@720	75 120
10R22.5 metric	F	248579	109 49	7.50	40.2 [†] 1021 [†]	9.9 [†] 251 [†]	10.9 [†] 277 [†]	18.8 [†] 478 [†]	517 [†] 321 [†]	20 16	5205@100 2360@690	4940@100 2240@690	75 120
10R22.5 metric	G	248596	109 49	7.50	40.2 [†] 1021 [†]	9.9 [†] 251 [†]	10.9 [†] 277 [†]	18.8 [†] 478 [†]	517 [†] 321 [†]	20 16	5675@115 2575@790	5355@115 2430@790	75 120
11R22.5 metric	G	248307	114 52	8.25	41.5 1054	10.9 277	12.0 305	19.3 490	501 311	21 17	6175@105 2800@720	5840@105 2650@720	75 120
11R22.5 metric	H	248324	114 52	8.25	41.5 1054	10.9 277	12.0 305	19.3 490	501 311	21 17	6610@120 3000@830	6005@120 2725@830	75 120
11R24.5 metric	G	248358	120 54	8.25	43.6 1107	10.9 277	12.0 305	20.4 518	477 296	21 17	6610@105 3000@720	6005@105 2725@720	75 120
11R24.5 metric	H	248375	120 54	8.25	43.6 1107	10.9 277	12.0 305	20.4 518	477 296	21 17	7160@120 3250@830	6610@120 3000@830	75 120
12R22.5 metric	H	248494	139 63	9.00	42.7 [†] 1085 [†]	11.6 [†] 295 [†]	12.8 [†] 325 [†]	19.8 [†] 503 [†]	487 [†] 303 [†]	21 17	7390@120 3350@830	6780@120 3075@830	75 120

Warranty and limitation information is available at FirestoneTruckTires.com or from your dealer or truck stop.

[†]Estimated, subject to change.

Driven by innovation for more than 100 years, Firestone has a tire that's right for you and your business. See why we like to say that those with passion, those with ambition and those with drive ... Drive a Firestone.

Truck Tire Limited Warranty & Safety Manual



TRUCK TIRE Denton County
Transportation Authority
LIMITED WARRANTY
& SAFETY MANUAL

21-05

FIRESTONE TRUCK TIRES

Congratulations on your purchase of quality FIRESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("BATO") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY FIRESTONE BRAND TRUCK TIRES

ELIGIBILITY

Firestone Brand Truck Tires purchased after January 1, 2015 and bearing a Department of Transportation (DOT) tire identification serial number 0114 or later, are "Eligible Tires" covered under the terms of this Limited Warranty provided that all of the following apply:

- You are the original owner, or original owner's authorized agent.
- The tire size is specified or recommended for use by the vehicle and rim manufacturers.
- The tire load range and speed rating are equivalent to or greater than that specified or recommended for use by the vehicle manufacturer for the loads anticipated.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized Firestone brand truck tire retailer.

WHAT IS WARRANTED and FOR HOW LONG

Subject to the terms and conditions stated herein, BATO will repair or replace Eligible Tires that becomes unserviceable within six years from the date of manufacture or before the tread has worn down to 2/32 inch (1.6 mm), being to the top of the built-in indicators in the original tread grooves, whichever first occurs.

21-05

Denton County
Transportation Authority

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage due to:
 - A. Road hazards**, including without limitation, puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. Improper use or operation**, including without limitation, improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
 - C. Insufficient or improper maintenance**, including without limitation: wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
 - D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
2. Irregular wear, rapid wear, or wear-out; no mileage warranty is expressed or implied.
3. Weather/ozone cracking after four years from date of tire manufacture.
4. Tires subjected to severe under-inflation or run-flat conditions.
5. Tires that have been improperly repaired.
6. Tires rendered unretreadable due to excessive tread wear or improper buffing.
7. Tires improperly retreaded, including without limitation, improper or inadequate inspection, preparation, equipment, material, repair, etc.
8. Ride disturbance or vibration after tread wear use beyond 10% of original usable tread depth.
9. Tires damaged by the use of internally applied additives for balance, sealing, cooling, or any other alleged tire performance enhancement.
10. Tires inflated with anything other than air or nitrogen.
11. Tires purchased or used outside of the United States.
12. The cost of applicable federal, state, and local taxes.
13. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

12 MONTH /10% WEAR- NO-CHARGE REPLACEMENT TIRE

Eligible Tires adjusted under this Limited Warranty during the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever

occurs first, will be replaced free of charge (Federal Excise Tax included). The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

6 YEAR – WORN ORIGINAL TREAD TIRE PRO-RATED REPLACEMENT

Eligible Tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or are over 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture), will, at BATO's option, be repaired or replaced with an equivalent new Firestone brand truck tire on a pro rata basis. To determine the pro-rated replacement price, the percent of used tread wear is multiplied by the dealer's current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you.

ENHANCED CASING CREDIT LIMITED WARRANTY

For coverage under the Enhanced Casing Limited Warranty, the Eligible Tire must have been used only in long haul, regional, P&D highway service for the entire life of the casing and subsequent retread(s) must have been inspected and retreaded by an authorized Bandag dealer only. Subject to the terms and conditions stated herein, an Enhanced Casing Credit Limited Warranty is available for the tire sizes listed below if all the "Eligibility" requirements listed above are met and an eligible pattern, size and load range tire becomes unserviceable within 6.5 years (78 months) from the date of tire manufacture and with no more than three (3) retreads. Eligible Tires adjusted under the Enhanced Casing Credit Limited Warranty will receive a casing credit as follows:

Eligible Patterns: All

Eligible Sizes & Load Ranges: All

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread	\$100	\$60
1st Retread	\$80	\$40
2nd Retread	\$50	\$20

REPLACEMENT TIRE WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

Tire adjustments under this Limited Warranty will only be made at an authorized Firestone brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at www.firestonetrucktires.com, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THIS WARRANTY. BATO specifically excludes any obligation for consequential damages or incidental expenses including claims for loss of use of the vehicle on which the tire was installed, loss of time, inconvenience, or commercial loss. This warranty gives you specific legal rights. You may also have other rights that may vary from state-to-state. Some states do not allow limitations on how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages. The above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 535 Marriott Dr., Nashville, TN 37214.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Firestone brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of the Bridgestone Americas Tire Operations, LLC Limited Warranty Form or an electronic version of the Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of Bridgestone Americas Tire Operations, LLC.

ARBITRATION

You and Bridgestone Americas Tire Operations, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Truck Tire Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Americas Tire Operations, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, Bridgestone Americas Tire Operations, LLC strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the Rubber Manufacturer's Association (RMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.

- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are “cold.” Tires are considered “cold” when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are “hot,” set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner’s manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer’s recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner’s manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING

Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs. (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in “2406” would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in “329” would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with Rubber Manufacturers Association (RMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and

repaired, if possible, by qualified tire service professionals at a full-service repair facility using RMA-approved procedures.

- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired**; consequently, they must be replaced.
- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any Improper repair voids the tire Limited Warranty.** See "Limited Warranty" in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer's recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the Rubber Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.rma.org).

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.
- When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.
- Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.
- Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap,** each time a new or retreaded tire is installed.
- **For a tube-type truck tire, always use a new, proper size tube and flap** each time a new or re-treaded tire is installed.
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
 - Never tap component parts with a tool/hammer/mallet while tire is inflated.
 - Never attempt to disassemble multi-piece rims while inflated.

- 21-05
Denton County
Transportation Authority
- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
 - **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
 - **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING

Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING

Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

Firestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Firestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING

Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING

Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at www.firestonetrucktires.com, or call 1-800-815-9793 to find an authorized Firestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

Rubber Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.rma.org

Rubber Association of Canada
2000 Argentia Road, Plaza 4, Suite 250
Mississauga, Ontario L5N 1W1
www.rubberassociation.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Firestone truck tire Dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Firestone Technical Service Center listed below.

FIRESTONE TOLL FREE NUMBER 1-800-356-4644

**Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, Nashville, TN 37214
(615) 937-1000**

TECHNICAL SERVICE CENTERS

WEST REGION

2500 S. Doubleday
Ontario, CA 91761

CENTRAL REGION

2100 Internationale Pkwy
Woodridge, IL 60517

EAST REGION

201 Bridgestone Pkwy
Lebanon, TN 37090

www.firestonetrucktires.com

Southern Tire Mart, LLC

Item: **EZ Rider bus 275/70R/22.5 RECAP**

Attachments

Bandag warranty.pdf

Retread Brochure.pdf



BRIDGESTONE TIRE REGISTRATION

It's important to register your tires for the unlikely event of a recall. To register any commercial or consumer tires from the Bridgestone brand family in three easy steps, click [here](#). You will need your personal contact, dealer and tire information to complete registration

BANDAG LIFETIME LIMITED NATIONAL WARRANTY (UNITED STATES)

It's important to register your tires for the unlikely event of a recall. To register any commercial or consumer tires from the Bridgestone brand family in three easy steps, click [here](#). You will need your personal contact, dealer and tire information to complete registration

1. **LIFETIME LIMITED WARRANTY.** Every tire retreaded pursuant to a National Fleet Customer Agreement (or other form of agreement with Bridgestone Americas Tire Operations, LLC ("BATO")) using the BANDAG process by a franchised dealer of Bridgestone Bandag, LLC ("Bandag") (a "BANDAG Retread") is warranted by Bandag against failure due to defects in workmanship and materials for the life of the tread subject to certain exceptions set forth in Section 2 below. For purposes of this warranty, the "life of the tread" refers to the period commencing on the Commencement Date (as defined below) and ending on the date that the tread has 4/32nds or less usable tread depth remaining.

The lifetime limited warranty applies only to certain tread manufactured after April 30, 2017. The lifetime limited warranty will credit the applicable adjustment percentage set forth in Section 5 below for up to eight years. For warranty claims presented after eight years, the lifetime limited warranty will cover no more than 10% of the original price of the tread.

2. **EXCLUSIONS TO THE LIFETIME LIMITED WARRANTY.** The lifetime limited warranty period does not apply to (i) failure due to defects in workmanship and materials for InterTransit Rib™ Radial, InterTransit Rib™ Bias, and any other application specific intermodal retread design (collectively, "Intermodal Retreads") and (ii) failure due to casing defects. The warranty period for these items is two years.



later of: (i) the date the BANDAG Retread is manufactured, as indicated by the date portion of the DOT code, or (ii) the date of purchase, if Proof of Purchase is provided (the "Commencement Date"). "Proof of Purchase" means the customer's original copy of the retread invoice or, in a Trade Vehicle Situation (as defined in Section 6 below), the vehicle bill of sale. The "Warranty Adjustment Date" is the date on which the customer makes a warranty claim.

4. **WARRANTY CREDIT CALCULATION.** In the event of a tire failure covered by this warranty, a credit ("Warranty Credit") will be issued toward the then current price of a BANDAG Retread comparable in both tread design and tread depth. The Warranty Credit will be the product of the Warranty Credit Base (as defined below) multiplied by the applicable adjustment percentage (the "Adjustment Percentage") determined in Section 5 below. For purposes of this warranty, "Warranty Credit Base" shall mean the following: (i) if the customer provides a Proof of Purchase that separately itemizes the cost of the BANDAG Retread, the Warranty Credit Base will be the purchase price of the BANDAG Retread shown on the Proof of Purchase; or (ii) in all other cases, the Warranty Credit Base will be the customer's current buying price for the BANDAG Retread and/or repairs at the Warranty Adjustment Date.

5. ADJUSTMENT PERCENTAGE

- a. BANDAG Retreads (excluding Intermodal Retreads) failing due to defects in workmanship or materials, other than casings defects:

- a. If the tread has not separated from the casing:

Remaining Tread (percentages are of usable tread depth)	Percent Due
100% to 75%	100%
74% down to 5/32nds of usable tread	Percentage of usable tread depth remaining
4/32nds and below	0%

- b. If the tread has separated from the casing:

Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date	Percent Due
1st through 16th weeks	100%
17th through 32nd weeks	75%



49th through 64th weeks	25%
more than 64 weeks	0%

b. BANDAG Retreads (excluding Intermodal Retreads) failing due to casing defects:

a. If the tread has not separated from the casing:

Remaining Tread (percentages are of usable tread depth)	Percent Due
100% to 75%	100%
74% down to 50% of usable tread	Percentage of usable tread depth remaining
49% and below	0%

b. If the tread has separated from the casing:

Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date	Percent Due
1st through 12th weeks	100%
13th through 24th weeks	80%
more than 24 weeks	0%

c. Intermodal Retreads failing due to defects in workmanship or materials:

Period From Retread Manufacturing Date or (if Proof of Purchase is provided) Date of Purchase to Warranty Adjustment Date	Percent Due
1 year or less	100%
Over 1 year and up to 2 years	50%
Over 2 years	0%

c. BANDAG MaxTread retreads failing due to defects in workmanship, material or casing defects:

Period from date of purchase; Proof of MaxTread Purchase must be provided showcasing "MaxTread" on	Percent Due
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6. **TRADE VEHICLES.** In a situation where BANDAG Retreads are sold as part of a vehicle sale (a "Trade Vehicle Situation"), credit will be given for the retread only according to the warranty guidelines specified in the Warranty Credit Calculation section. If in the same situation, the customer provides Proof of Purchase that does not separately itemize the cost of the tires, the credit otherwise available under this warranty will be increased by the applicable* casing allowance shown below:

Tire Size	Casing Allowance For 1st Time Retread	2nd or More Retread
8.25R20, 9.00R20, 9R22.5 & 10R22.5	\$25.00 (US)	\$15.00 (US)
10.00R20	\$45.00 (US)	\$20.00 (US)
11.00R20 & 10.00R22	\$55.00 (US)	\$25.00 (US)
295/75R22.5 & 11R22.5	\$60.00 (US)	\$30.00 (US)
285/75R24.5 & 11R24.5	\$65.00 (US)	\$35.00 (US)

*Casing allowances as provided in the above table are not subject to proration. Casing allowances are subject to change by Bandag without notice.

7. **ADDITIONAL WARRANTY EXCLUSIONS.** The warranties set forth in Sections 1 and 2 above do not cover:

- a. Failure of BANDAG Retreads used in other than normal operating conditions; or
- b. Tire damage, failure or disablement due to the following causes:
 - a. Road hazard (e.g., cuts, snags, bruises, punctures, impact breaks);
 - b. Improper inflation, overloading, abuse, neglect, collision, fire, wheel misalignment, incorrect or improper mounting;
 - c. Vehicle damage;
 - d. Curbing, flat spots caused by skidding or panic stops, vandalism, or chemical corrosion; or
 - e. Repairs or installation by a non-Bandag dealer; or



remedy for and constitutes satisfaction of any and all liabilities of BATO, its parents, subsidiaries and affiliates, and its authorized dealers, with respect to claims for any non-conformance of or defect whatsoever in such BANDAG Retread, whether based in warranty, contract, tort, negligence, strict liability or otherwise. Service or labor charges (e.g., for dismounting, mounting, or balancing) and all applicable taxes are the responsibility of the customer.

9. **DISCLAIMER. THE EXPRESS WARRANTY SET FORTH IN THIS BANDAG NATIONAL WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND TERMS AS TO QUALITY OR FITNESS OF THE BANDAG RETREADS, WHETHER WRITTEN, ORAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, CONDITIONS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED. NO DEALER, BATO OR BANDAG SUBCONTRACTOR, NOR ANY OTHER REPRESENTATIVE HAS ANY AUTHORITY TO MAKE ANY WARRANTY OR REPRESENTATION TO A CUSTOMER ON BEHALF OF BATO OR BANDAG WITH RESPECT TO BANDAG RETREADS OR ANY OTHER PRODUCT OR SERVICE PROVIDED TO A CUSTOMER.**

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**NORTH
AMERICA'S
#1
TIRE DEALER**



**2019
RETREAD TIRES**

**DO NOT PRINT
CONTACT
MARKETING FOR
COPIES PER TMD.**

**STMTIRES.COM
1.877.STM.TIRE**



B197F

11/32nds | The Bandag B197 FuelTech™ trailer retread complements the Bridgestone R197™ Ecopia™ radial tire in design and performance. Its advanced tread compound and low rolling resistance design results in long tread life and fuel economy on single and tandem trailer axles in over-the-highway use. The B197 provides the added benefits of EPA SmartWay® verification and CARB compliance.



FCR-T2

11/32nds | The FCR-T2 is designed to succeed the FCR-T and is shown to extend tread life by 4% by combating irregular wear through its solid shoulder ribs and flat tread pattern. With a proprietary tread compound that limits energy loss for improved rolling resistance, the FCR-T2 is the next generation FCR-T, a Smart Way and CARB compliant industry standard trailer tread since 1996.



ECL-SST

15/32nds | The Bandag ECL SST is ideal for on/off road and heavy load spread-axle or multi-axle fleets. It handles the tortuous routes of tough applications.



RTP

18/32nds | The RTP is designed specifically to withstand the punishing environments of on/off road trailer applications such as construction and logging.



BLT-SA

16/32nds | BTL-SA was specifically engineered for trailer tires used in spread axle and multi-axle applications. Spread axle trailer tires take the brunt of what the road has to offer. When cornering, tires drag causing lateral stress. Shoulders twist, scrape and scrub. These movements punish your tire casing, causing scuffing and tearing at tread ribs. The BTL-SA design helps protect casings from this damage.



MGT

26/32nds | Tread design and compound built for long-lasting performance that helps you lower your tire operating costs over the life of the your truck. That's MegaTrek, a deep aggressive tread design with solid shoulders that keeps your truck rolling for the long haul.



B760

23/32nds | The Bandag B760 FuelTech™ has an advanced tread design and proprietary compound to deliver longer wear life. Couple that with a highly siped design that delivers traction in all conditions, and you have a SmartWay® verified, CARB-Compliant retread that offers a balance of tread life, traction and fuel efficiency.



DR4.3

22/32nds | The open-shoulder, Bandag DR 4.3 retread offers traction and longevity for a variety of applications, including light on/off highway, and is a good choice for fleets seeking dependable performance and long-term value.



BRM

26/32nds | The Bandag BRM is for pickup and delivery industries and other high scrub applications.



BDM

26, 30, 32/32nds | Designed for refuse and construction industries as well as other high-scrub applications where a lug design is needed.



BDL

20/32nds | The Bandag BDL is designed for a wide range of applications. Tie bars stabilize shoulders for even, uniform wear and the open lug design delivers off-road traction.

Southern Tire Mart, LLC

Item: **Champion bus 275/80R/22.5**

Attachments

FS561.pdf

**FS561****ON-HIGHWAY ALL-POSITION**
Steer Radial**Southern Tire Mart, LLC****ALWAYS UP TO THE TASK, LIKE YOU**

Both regional and pickup and delivery truck drivers know the importance of having tough tires built for high-scrub service. The all-position Firestone FS561 is designed for steer applications that navigate these demanding conditions. Features such as a special tread compound and solid shoulder ribs enhance casing protection, extending overall tire life, giving the FS561 staying power in environments where stone drilling and rib tearing are regular occurrences.

DRIVE A FIRESTONE**Firestone****FS561 INNOVATIONS****A»****A****SPECIALIZED GROOVE SHAPE**

Designed to better resist rib tearing.

«B»**B****STONE REJECTORS IN CENTER GROOVES**

Help provide resistance to stone drilling and protect belts for enhanced casing durability.

C»**C****RIB SIPES**

Cut through water for solid wet traction.

D»**D****STRESS RELIEF SIPES**

Fight irregular wear by absorbing rib edge stresses in the footprint for long, even wear.

270
BidSync

**TREAD CAP COMPOUND AND SOLID SHOULDER RIBS**

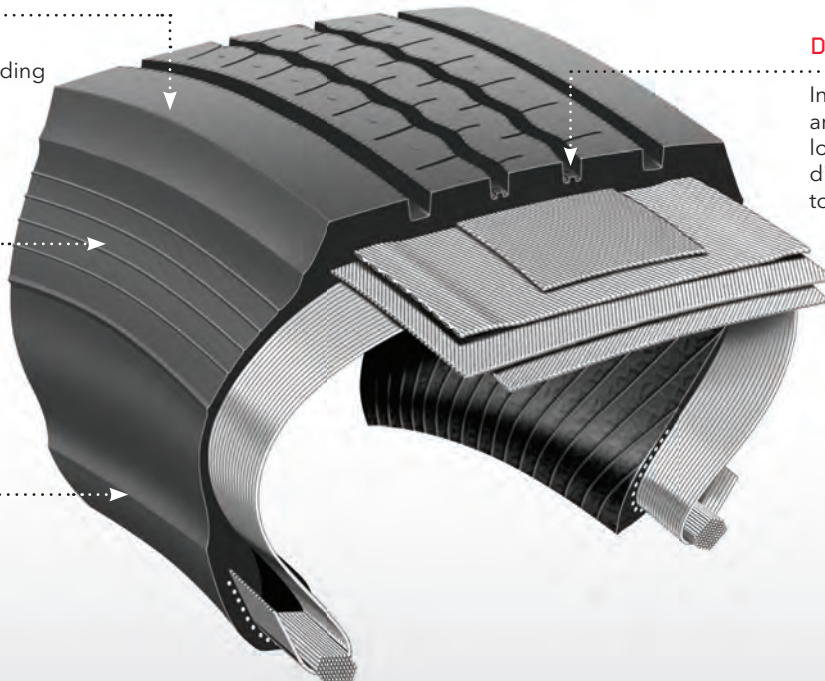
Enhance resistance to maneuvering scrub, leading to increased tread life.

SIDEWALL PROTECTOR RIBS

Help protect the casing from cuts, snags and abrasions due to curbing and impacts.

INNOVATIVE SIDEWALL DESIGN

Reduces overall weight to improve fuel efficiency without sacrificing durability.

**DEEP, WIDE TREAD**

Increases original tread life and the wide footprint spreads load over a larger area, distributing footprint pressure to promote long, even wear.

Tire Sizes	Load Range	Material #	Weight (Lbs/kg) [†]	Meas. Rim (in.)	Overall Diameter (in./mm)	Overall Width (in./mm)	Overall Width Loaded (in./mm)	Static Loaded Radius (in./mm)	Revolutions per Mile/km	Tread Depth (32"/mm)	MAX TIRE LOAD		Max Speed (mph/kph)
											Single Lbs@PSI/kg@kPa	Dual Lbs@PSI/kg@kPa	
295/75R22.5 metric	G	248273	111 50	8.25	40.4 1026	10.9 277	12.0 305	18.9 480	514 319	21 17	6175@110 2800@760	5675@110 2575@760	75 120
285/75R24.5 metric	G	248290	121 55	8.25	41.5 1054	10.9 277	12.0 305	19.5 495	501 311	21 17	6175@110 2800@760	5675@110 2575@760	75 120
275/70R22.5 metric	J	248545	99 45	8.25	38.1 [†] 968 [†]	11.5 [†] 292 [†]	12.7 [†] 323 [†]	17.9 [†] 455 [†]	545 [†] 339 [†]	21 17	6940@130 3150@900	6395@130 2900@900	75 120
255/70R22.5 metric	H	248528	93 42	8.25	36.8 935	10.4 264	11.4 290	17.3 439	565 351	21 17	5510@120 2510@830	5070@120 2300@830	75 120
9R22.5	F	248562	90 41	6.75	38.4 [†] 975 [†]	9.0 [†] 229 [†]	9.9 [†] 251 [†]	18.0 [†] 457 [†]	541 [†] 336 [†]	19 15	4540@105 2060@720	4300@105 1950@720	75 120
10R22.5 metric	F	248579	109 49	7.50	40.2 [†] 1021 [†]	9.9 [†] 251 [†]	10.9 [†] 277 [†]	18.8 [†] 478 [†]	517 [†] 321 [†]	20 16	5205@100 2360@690	4940@100 2240@690	75 120
10R22.5 metric	G	248596	109 49	7.50	40.2 [†] 1021 [†]	9.9 [†] 251 [†]	10.9 [†] 277 [†]	18.8 [†] 478 [†]	517 [†] 321 [†]	20 16	5675@115 2575@790	5355@115 2430@790	75 120
11R22.5 metric	G	248307	114 52	8.25	41.5 1054	10.9 277	12.0 305	19.3 490	501 311	21 17	6175@105 2800@720	5840@105 2650@720	75 120
11R22.5 metric	H	248324	114 52	8.25	41.5 1054	10.9 277	12.0 305	19.3 490	501 311	21 17	6610@120 3000@830	6005@120 2725@830	75 120
11R24.5 metric	G	248358	120 54	8.25	43.6 1107	10.9 277	12.0 305	20.4 518	477 296	21 17	6610@105 3000@720	6005@105 2725@720	75 120
11R24.5 metric	H	248375	120 54	8.25	43.6 1107	10.9 277	12.0 305	20.4 518	477 296	21 17	7160@120 3250@830	6610@120 3000@830	75 120
12R22.5 metric	H	248494	139 63	9.00	42.7 [†] 1085 [†]	11.6 [†] 295 [†]	12.8 [†] 325 [†]	19.8 [†] 503 [†]	487 [†] 303 [†]	21 17	7390@120 3350@830	6780@120 3075@830	75 120

Warranty and limitation information is available at FirestoneTruckTires.com or from your dealer or truck stop.

[†]Estimated, subject to change.

Driven by innovation for more than 100 years, Firestone has a tire that's right for you and your business. See why we like to say that those with passion, those with ambition and those with drive ... Drive a Firestone.

Supplier: **Southern Tire Mart, LLC****BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein) Southern Tire Mart, LLC		19. Is any litigation pending against the Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Doing Business As (other business name if applicable)		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 checked="" type="checkbox"/> No
3. Federal Tax ID Number 06-1689011		21. Has the Business ever been a defaulter, as principal, surety or otherwise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Business Mailing Address (include City/State/Zip Code) 800 Highway 98, Columbia MS 39429		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 checked="" type="checkbox"/> No
5. Business Email Address richard.conwill@stmtires.com		23. Is the Business in arrears upon a contract or debt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Business Telephone 877-786-4681	Business Fax Number 601-651-0655	24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Business Type Limited Liability Company		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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Number of Years in Business 18 years		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
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 checked="" type="checkbox"/> \$16M+		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).
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 checked="" type="checkbox"/> 1,001+		Thomas Duff James Duff both at 800 Highway 98, Columbia, MS 39429
11. Is Business a DBE Firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		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.
12. Is Business Owned by Minority Ethnicity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. Ethnic Group Black American Hispanic American Native American Other		
Subcontinent Asian American White/Caucasian Asian Pacific American		
14. Woman Owned?		

Richard Conwill

☐ Yes ☒ No

15. Veteran Owned

☐ Yes ☒ No

16. Type of Work Performed

☒ 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. Has the Business ever been declared "Not Responsible"

☐ Yes ☒ No

Printed Name

Director of Government Sales

Title

Richard Conwill

Signature of owner

06/16/2021

Date

richard.conwill@stm res.com

Email Address

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

Supplier: **Southern Tire Mart, LLC**

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, **Richard Conwill** hereby certify

(Name and title of official)

On behalf of that: **Southern Tire Mart, LLC**

(Name of Bidder / Company Name)

- 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 agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – , “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name **Southern Tire Mart, LLC**

Type or print name **Richard Conwill**

Signature of Authorized Representative **Richard Conwill**

Date **06/16/2021**

Signature of Notary and SEAL **Arielle Pruett**

Supplier: **Southern Tire Mart, LLC**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.		OFFICE USE ONLY Date Received
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 th 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
1	Name of person doing business with local governmental entity. Richard conwill	
2	<input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. NA	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. NA	

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		Page 2
5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or	

business relationship. 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 from the filer of the questionnaire?

☐ YES ☒ NO

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

☐ YES ☒ NO

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

☐ YES ☒ NO

D. Describe each affiliation or business relationship.

NA

6	Describe any other affiliation or business relationship that might cause a conflict of interest.
	NA
7	
<div> <div> Richard Conwill Signature of person doing business with the governmental entity </div> <div> 06/16/2021 Date </div> </div>	

Supplier: **Southern Tire Mart, LLC**

-

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:

- 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 **Southern Tire Mart, LLC**

Name and Title of Contractor's Authorized Official **Richard Conwill, Director of Government Sales**

Signature **Richard Conwill** Date **06/16/2021**

Supplier: **Southern Tire Mart, LLC**

NON-COLLUSION AFFIDAVIT

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

The authorized representative for bidder / proposer, **Southern Tire Mart, LLC-Richard Conwill**, 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.

Richard Conwill

Signature of Authorized Company Representative

Richard Conwill, Director of Government Sales

Name and Title of Authorized Company Representative

06/16/2021

Date

Subscribed and sworn to before me on **06/16/2021** (Date)

(Notary Seal)

Arielle Pruett

Signature Notary Public

Supplier: **Southern Tire Mart, LLC**

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25,
2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company

Name	Southern Tire Mart, LLC-Richard Conwill	Title	Director of Government Sales
Signature	Richard Conwill	Date	06/16/2021

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company

Name	Title
------	-------

Signature

Supplier: **Southern Tire Mart, LLC**

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, **Richard Conwill** (Name of certifying official), the **Director of Government Sales** (title or position of certifying official) of **Southern Tire Mart, LLC** (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.

Richard Conwill

Signature of Certifying Official Title:

Title: **Director of Government Sales**

Date: **06/16/2021**

Supplier: **Southern Tire Mart, LLC**

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 7 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by- case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

Failure to achieve DBE contract goals. If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar

amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in

this formula for the DBE percentage goal as originally established.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

Athena Forrester, CPPO, CPPB
DCTA DBE Liaison Officer 1955
Lakeway Drive, Suite 260
Lewisville, Texas 75057

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely "pro forma" or "going through the motions," do not constitute "Good Faith Efforts" to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute "Good Faith Efforts." In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of "Good Faith Efforts," the Department of Transportation has prepared a list illustrating the kinds of

actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or

- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate “Good Faith Efforts” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor’s DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer’s compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a

DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA's decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.

5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditures to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.

Supplier: **Southern Tire Mart, LLC**



GOOD FAITH EFFORT FORM

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you must complete this form.

Prime Company Name (please print): Southern Tire Mart, LLC	DCTA Contract Number: NA
	DCTA Contract Goal: 0 %
Check applicable response to describe prime:	DBE: (yes <input type="checkbox"/>) Certifying Entity: (no <input type="checkbox"/>)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. (DO NOT LIST NAMES OF FIRMS).

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**

(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:
NA	NA

2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☒)

DBE listing request date to the DCTA DBELO :_//20

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☒)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

NA

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☒)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

NA

NOTE: A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

NOTE: If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or less, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is ten (10) or more, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☒)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. **(Please use additional sheets, if necessary and attach)**

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection
NA				
NA				

ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project

NA

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature: Richard Conwill	Printed Signature: Richard Conwill
Title: Director of Government Sales	Contact Name and Title (if different):
Company Name: Southern Tire Mart, LLC	Phone Number: 877-786-4681
Street Address: 800 Highway 98 E	Email Address: richard.conwill@stmtires.com
City/County/State and Zip Code Columbia, MS 39429	Date: June, 16 20 21
DCTA DBELO Authorized Signature:	Date: , 20

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Bid Contact **Michelle May**
michelle_may@goodyear.com
Ph 330-796-7137

Address **200 innovation way**
akron, OH 44316

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
21-05--01-01	Ford Focus 195/65R/15	Supplier Product Code: 407477374 Supplier Notes: Goodyear Assurance All- Season 195/65R15 91T SL ASSURANCE ALL-SEASON	First Offer - \$62.53	8 / each	\$500.24	Y	Y
21-05--01-02	Ford Transit Van 195/75R/16	Supplier Product Code: 179196622 Supplier Notes: Goodyear Wrangler Fortitude HT 195/75R16C 107R D WRL FORTITUDE HT TL	First Offer - \$108.99	72 / each	\$7,847.28	Y	Y

21-05--01-03	Mini vans 225/65R/17	Supplier Product Code: 407285374	First Offer - \$87.20	18 / each	\$1,569.60	Y	Y
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Supplier Notes:
Goodyear Assurance All-Season
225/65R17 102T SL
ASSURANCE ALL-SEASON

21-05--01-04	Ford Ranger 225/70R/15	Supplier Product Code: 183482418	First Offer - \$97.99	6 / each	\$587.94	Y	Y
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Supplier Notes:
Goodyear Wrangler SR-A
P225/70R15 100S S2 WRL
SR-A OWL TL

21-05--01-05	Ford & Chevrolet Cutaway vans 225/75R/16	Supplier Product Code: 744830900	First Offer - \$112.01	36 / each	\$4,032.36	Y	Y
Supplier Notes: Goodyear Wrangler HT LT225/75R16E WRL HT OL BSL TL							

21-05--01-06	Ford half-ton truck 235/70R/17	Supplier Product Code: 480078855	First Offer - \$115.70	8 / each	\$925.60	Y	Y
Supplier Notes: Goodyear Wrl Workhorse AT 235/70R17 109T XL WRL WORKHORSE AT BSL							

21-05--01-07	Dodge 1-ton truck 235/80R/17	Supplier Product Code: 179235622	First Offer - \$136.37	6 / each	\$818.22	Y	Y
Supplier Notes: Goodyear Fortitude HT LT235/80R17 120R E WRL FORTITUDE HT TL							

21-05--01-08	EZ Rider bus 275/70R/22.5	Supplier Product Code: 158713627	First Offer - \$405.00	12 / each	\$4,860.00	Y	
Supplier Notes: Metro Miler B275/70R225J MM G652 TL							

21-05--01-09	EZ Rider bus 275/70R/22.5 RECAP	Supplier Product Code: 254878049	First Offer - \$175.00	24 / each	\$4,200.00	Y	
Supplier Notes: Goodyear Precure PCT G661							

21-05--01-10	Champion bus 275/80R/22.5	Supplier Product Code: 756817674	First Offer - \$443.08	24 / each	\$10,633.92	Y	Y
		Supplier Notes: ENDURANCE RSA 295/75R225 G ENDURANCE RSA TL					

21-05--01-11	Champion bus 275/80R/22.5 RECAP	Supplier Product Code: 254330049	First Offer - \$182.00	36 / each	\$6,552.00	Y	
		Supplier Notes: PCT G661					

21-05--01-12	Gillig bus 305/85R/22.5	Supplier Product Code: 158877627	First Offer - \$610.43	36 / each	\$21,975.48	Y	
		Supplier Notes: Metro					

Miler

B305/85R225J MM G652
TL

21-05--01-13	Gillig Bus 305/85R/22.5 RECAP	Supplier Product Code: 254351560	First Offer - \$247.00	72 / each	\$17,784.00	Y
		Supplier Notes: Precure PCT G152A				

21-05--01-14	Gillig Bus 205/75R16CJ	Supplier Product Code:	First Offer - \$0.00	36 / each	\$0.00	Y
		Supplier Notes: No BID				

21-05--01-15	Gillig Bus 205/75R16CJ Recap	Supplier Product Code:	First Offer - \$0.00	72 / each	\$0.00	Y
		Supplier Notes: NO BID				

21-05--01-16	Reconditioning of Wheels	Supplier Product Code:	First Offer - \$22.50	200 / each	\$4,500.00	Y
		Supplier Notes: reconditioning steel wheels				

21-05--01-17	Replacement of Valve Steams	Supplier Product Code: 5041271	First Offer - \$2.00	200 / each	\$400.00	Y	
		Supplier Notes: brass valve stems					
		Supplier Product Code: 5041273	Alt 1 - \$5.00	200 / each	\$1,000.00	Y	
		Supplier Notes: aluminum valve stem					
21-05--01-18	Replacement of Air Valve Core	Supplier Product Code:	First Offer - \$0.68	200 / each	\$136.00	Y	
21-05--01-19	Span- Ford Cutaway Vans /Dodge Pro-Master Vans	Supplier Product Code: 744830900	First Offer - \$112.01	184 / each	\$20,609.84	Y	Y
		Supplier Notes: Wrangler HT LT225/75R16E WRL HT OL BSL TL					
					Supplier Total	\$107,932.48	

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Item: **Ford Focus 195/65R/15**

Attachments

Assurance All-Season.PDF


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Assurance All-Season

**A Practical Tire for Confident
All-Season Traction in Wet,
Dry and Snowy Conditions,
with Long-Lasting Treadwear**

[GDYR Highway Auto & Light Truck Tire
Warranty](#)

- Wet Traction: 8
- Snow Traction: 7
- Ride Comfort: 8
- Quiet Ride: 7
- Fuel Efficiency: 8

Features

- Multiple biting edges
- Wide tread grooves
- Optimized tread pattern
- Large stable shoulder blocks

Benefits

- Offer great all-season traction in wet, dry and snowy conditions
- Help evacuate water and slush for enhanced wet traction
- Reduces road noise for a quieter ride
- For confident dry and wet handling
- 65,000 mile/ 105,000 kilometre Tread Life Limited Warranty*

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Srvc Dscrpt	Sidewall	Approved Rim Width (min)	Approved Rim Width (max)	Measured Rim Width	Overall Width	Overall Diameter	MAX Load	RPM	Tread Depth (32nds)	Weight (lbs)	Limited Wrnty Miles KM	U.T.Q.G. Tread Traction Temp
185/65R14	40710637400000	00224948		86T	VS	5.0	6.5	5.50	7.4	23.5	1,168	889	9	14.47	65000 105000	600 A B
185/70R14	40747637400000	00226972	DX	88T	VS	4.5	6.0	5.50	7.4	24.3	1,235	860	9	14.73	65000 105000	600 A B
185/60R15	40773937400000	00224956		84T	VS	5.0	6.5	5.50	7.5	23.8	1,102	878	9	14.6	65000 105000	600 A B
195/60R15	40774037400000	00224937		88T	VS	5.5	7.0	6.00	7.9	24.2	1,235	864	9	16.5	65000 105000	600 A B
185/65R15	40725937400000	00224943		88T	VS	5.0	6.5	5.50	7.4	24.5	1,235	853	9	14.93	65000 105000	600 A B
195/65R15	40747737400000	00224932		91T	VS	5.5	7.0	6.00	7.9	25.0	1,356	836	9	17.1	65000 105000	600 A B
205/65R15	40747837400000	00224946		94T	VS	5.5	7.5	6.00	8.3	25.5	1,477	820	9	17.52	65000 105000	600 A B
215/65R15	40700737400000	00240203		96T	VS	6.0	7.5	8.70	8.7	26.0	1,565	803	9	20.67	NA NA	600 A B
215/65R15	40779137400000	00226978	DN	96T	VS	6.0	7.5	6.50	8.7	26.0	1,565	804	9	18.84	65000 105000	600 A B
205/70R15	40778537400000	00224952		96T	VS	5.0	7.0	6.00	8.2	26.3	1,565	795	9	19.49	65000 105000	600 A B

Denton County Transportation Authority														21-05		
215/70R15	40778337400000	00224945		98T	VS	6.50	8.7	26.9	1,653	777	9	22.8	65000	600		
													105000	A B		
215/75R15	40779237400000	00226980	DX	100T	VS	5.5	7.0	6.00	8.5	27.7	1,764	756	9	22.21	65000	600
													105000	A B		
195/50R16	40700237400000	00236545		84V	VS	5.5	7.0	6.00	7.9	23.7	1,102	882	9	17.78	65000	600
													105000	A B		
205/50R16	40778837400000	00226973		87H	VS	5.5	7.5	6.50	8.4	24.1	1,201	867	9	17.33	65000	600
													105000	A B		
195/55R16	40778737400000	00224955		87T	VS	5.5	7.0	6.00	7.9	24.4	1,201	857	9	15.43	65000	600
													105000	A B		
205/55R16	40778137400000	00224930		91H	VS	5.5	7.5	6.50	8.4	24.9	1,356	839	9	17.18	65000	600
													105000	A B		
215/55R16	40752537400000	00226977		93H	VS	6.0	7.5	7.00	8.9	25.3	1,433	827	9	19.11	65000	600
													105000	A B		
225/55R16	40716537400000	00226991		95H	VS	6.0	8.0	7.00	9.2	25.8	1,521	810	9	18.74	65000	600
													105000	A B		
205/60R16	40721237400000	00224939		92T	VS	5.5	7.5	6.00	8.2	25.7	1,389	813	9	17.34	65000	600
													105000	A B		
215/60R16	40756237400000	00224931		95T	VS	6.0	7.5	6.50	8.7	26.1	1,521	801	9	19.94	65000	600
													105000	A B		
225/60R16	40771537400000	00224936		98T	VS	6.0	8.0	6.50	9.0	26.6	1,653	786	9	19.79	65000	600
													105000	A B		
235/60R16	40778437400000	00224951		100T	VS	6.5	8.5	7.00	9.5	27.1	1,764	771	9	24.96	65000	600
													105000	A B		
205/65R16	40778037400000	00226974		95H	VS	5.5	7.5	6.00	8.2	26.5	1,521	789	9	19.45	65000	600
													105000	A B		
215/65R16	40701637400000	00224947		98T	VS	6.0	7.5	6.50	8.7	27.0	1,653	774	9	21.39	65000	600
													105000	A B		
225/65R16	40778637400000	00224953		100T	VS	6.0	8.0	6.50	9.0	27.5	1,764	760	9	22.75	65000	600
													105000	A B		
235/65R16	40720737400000	00224944		103T	VS	6.5	8.5	7.00	9.5	28.0	1,929	746	9	24.48	65000	600
													105000	A B		
215/70R16	40778237400000	00224938		100T	VS	5.5	7.0	6.50	8.7	27.9	1,764	749	9	23.16	65000	600
													105000	A B		
225/70R16	40737837400000	00226993	MU	103T	VS	6.0	7.5	6.50	9.0	28.4	1,929	736	9	24.4	65000	600
													105000	A B		
235/70R16	40786637400000	00232861		106T	VS	6.0	8.0	7.00	9.5	29.0	2,094	721	9	26.56	65000	600
													100000	A B		
215/45R17	40756837400000	00236547		87V	VS	7.0	8.0	7.00	8.4	24.6	1,201	848	9	19.05	65000	600
													105000	A B		
225/45R17	40700337400000	00236546		91V	VS	7.0	8.5	7.50	8.9	25.0	1,356	837	9	21.3	65000	600
													105000	A B		
205/50R17	40758237400000	00234167		89V	VS	5.5	7.5	6.50	8.4	25.1	1,279	832	9	19.16	65000	600
													100000	A B		
215/50R17	40779037400000	00226976		91V	VS	6.0	7.5	7.00	8.9	25.5	1,356	820	9	18.82	65000	600
													105000	A B		
225/50R17	40737237400000	00229734		94V	VS	6.0	8.0	7.00	9.2	25.9	1,477	807	9	20.34	65000	600
													105000	A B		
215/55R17	40721337400000	00224933		94H	VS	6.0	7.5	7.00	8.9	26.3	1,477	795	9	19.59	65000	600
													105000	A B		
225/55R17	40772637400000	00224941		97T	VS	6.0	8.0	7.00	9.2	26.8	1,609	780	9	19.59	65000	600
													105000	A B		
235/55R17	40759937400000	00226994		99T	VS	6.5	8.5	7.50	9.7	27.2	1,709	768	9	22.78	65000	600
													105000	A B		
215/60R17	40734837400000	00224954		96T	VS	6.0	7.5	6.50	8.7	27.2	1,565	768	9	21.74	65000	600
													105000	A B		
225/60R17	40772337400000	00224940		99T	VS	6.0	8.0	6.50	9.0	27.6	1,709	757	9	21.17	65000	600
													105000	A B		

Denton County Transportation Authority														21-05	
235/60R17	40732337400000	00224950	102T	VSB	7.00	9.5	28.1	1,874	744	9	24.3	65000	600		
												105000	A B		
215/65R17	40771937400000	00226979	99T	VSB	6.0	7.5	6.50	8.7	28.0	1,709	746	9	21.29	65000	600
												105000	A B		
225/65R17	40728537400000	00224934	102T	VSB	6.0	8.0	6.50	9.0	28.5	1,874	733	9	26.43	65000	600
												105000	A B		
235/65R17	40772237400000	00224942	104T	VSB	6.5	8.5	7.00	9.5	29.1	1,984	718	9	26.27	65000	600
												105000	A B		
225/45R18	40793837400000	00236631	91V	VSB	7.0	8.5	7.50	8.9	25.9	1,356	806	9	20.82	65000	600
												105000	A B		
235/45R18	40799137400000	00236634	94V	VSB	7.5	9.0	8.00	9.3	26.3	1,477	793	9	23.3	65000	600
												105000	A B		
245/45R18	40700537400000	00236633	96V	VSB	7.5	9.0	8.00	9.6	26.6	1,565	784	10	23.92	65000	600
												105000	A B		
235/50R18	40700437400000	00236550	97H	VSB	6.5	8.5	7.50	9.7	27.3	1,609	766	10	26.5	65000	600
												105000	A B		
225/55R18	40786737400000	00232863	98H	VSB	6.0	8.0	7.00	9.2	27.8	1,653	753	9	20.71	65000	600
												105000	A B		
235/55R18	40782637400000	00232862	100H	VSB	6.5	8.5	7.50	9.7	28.1	1,764	742	9	24.83	65000	600
												105000	A B		
225/60R18	40779537400000	00226992	100H	VSB	6.0	8.0	6.50	9.0	28.6	1,764	731	9	22.41	65000	600
												105000	A B		
235/60R18	40781537400000	00236549	103H	VSB	6.5	8.5	7.00	9.5	29.1	1,929	718	9	25	65000	600
												105000	A B		
245/60R18	40781937400000	00236639	105H	VSB	7.0	8.5	7.00	9.8	29.6	2,039	707	10	16.62	65000	600
												105000	A B		
235/65R18	40788537400000	00236632	106H	VSB	6.5	8.5	7.00	9.5	30.0	2,094	696	9	28.31	65000	600
												105000	A B		
225/55R19	40793037400000	00236635	99V	VSB	6.0	8.0	7.00	9.2	28.8	1,709	726	9	26.03	65000	600
												105000	A B		
235/55R19	40792437400000	00234168	101H	VSB	6.5	8.5	7.50	9.7	29.2	1,819	716	9	25.53	65000	600
												100000	A B		
245/55R19	40797137400000	00236638	103V	VSB	7.0	8.5	7.50	10.0	29.6	1,929	705	10	30.06	65000	600
												105000	A B		
245/50R20	40787037400000	00236636	102H	VSB	7.0	8.5	7.50	10.0	29.7	1,874	704	9	16.62	65000	600
												105000	A B		
255/50R20	40700637400000	00236637	105H	VSB	7.0	9.0	8.00	10.4	30.1	2,039	695	9	30.79	65000	600
												105000	A B		

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Item: **Ford Transit Van 195/75R/16**

Attachments

Wrangler Fortitude.pdf


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Wrl Fortitude HT LT



**A Strong, Quiet Tire
Offering the Reliability
Busy Lives Demand
with Confident
Traction for Changing
Conditions and a Long
Tread Life**

[GDYR Highway Auto & Light
Truck Tire Warranty](#)

Features

- Wide Circumferential Grooves and Full-Depth Sipes
- Optimized Tread Pattern
- Enhanced Tread Design
- Rugged Tread Pattern

Benefits

- help provide confident wet, dry and snow traction for year-round versatility
- aids in a quiet ride on the highway
- offers long-lasting treadwear
- and sidewall design help enhance the vehicle's appearance

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Descrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Tread Traction Temp
LT225/75R16	17974862200000	00228723		E	115R	BSL	15	6.0	7.0	6.00	NA
LT245/75R16	17974762200000	00228725		E	120R	BSL	15	6.5	8.0	7.00	NA
LT265/75R16	17974662000000	00228726		E	123R	OWL	15	7.0	8.0	7.50	NA
LT215/85R16	17923362200000	00236505		E	115R	BSL	13	5.5	7.0	6.00	NA
LT245/70R17	17946962200000	00228728		E	119R	BSL	15	6.5	8.0	7.00	NA
LT265/70R17	17953562000000	00228730		E	121R	OWL	15	7.0	8.5	8.00	NA
LT285/70R17	17923762200000	00236508		E	121R	BSL	13	7.5	9.0	8.50	NA
LT245/75R17	17923662200000	00236507		E	121R	BSL	13	6.5	7.5	7.00	NA
LT235/80R17	17923562200000	00236506		E	120R	BSL	13	6.0	7.5	6.50	NA

LT275/65R18	17909262200000	00236521	E	123R	BSL	13	7.5	9.0	8.00	NA
LT265/70R18	17921462200000	00236509	E	124R	BSL	13	7.0	8.5	8.00	NA
LT275/70R18	17913962200000	00236510	E	125R	BSL	13	7.0	8.5	8.00	NA
LT265/60R20	17909762200000	00236523	E	121R	BSL	13	7.5	9.5	8.00	NA
LT285/60R20	17901562200000	00236524	E	125R	BSL	13	8.0	10.0	8.50	NA
LT275/65R20	17923162200000	00236522	E	126R	BSL	13	7.5	9.5	8.00	NA

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrrnty Miles KM
LT225/75R16	17974862200000	00228723	710	2,680@80	8.8	29.3	36.31	50000 80000
LT245/75R16	17974762200000	00228725	682	3,042@80	9.8	30.5	41.51	50000 80000
LT265/75R16	17974662000000	00228726	656	3,415@80	10.5	31.7	47.38	50000 80000
LT215/85R16	17923362200000	00236505	688	2,680@80	8.6	30.5	39.32	50000 80000
LT245/70R17	17946962200000	00228728	680	3,000@80	9.8	30.6	43.03	50000 80000
LT265/70R17	17953562000000	00228730	656	3,195@80	10.7	31.7	47.8	50000 80000
LT285/70R17	17923762200000	00236508	638	3,195@80	11.5	32.8	54.31	50000 80000
LT245/75R17	17923662200000	00236507	663	3,195@80	9.8	31.7	47.53	50000 80000
LT235/80R17	17923562200000	00236506	654	3,085@80	9.3	31.8	46.03	50000 80000
LT275/65R18	17909262200000	00236521	651	3,415@80	11.0	32.1	52.78	50000 80000
LT265/70R18	17921462200000	00236509	638	3,525@80	10.7	31.7	52.6	50000 80000

LT275/70R18	17913962200000	00236510	630	3,640@80	11.0	33.4	53.89	50000 80000
LT265/60R20	17909762200000	00236523	640	3,195@80	10.7	32.5	51.68	50000 80000
LT285/60R20	17901562200000	00236524	622	3,640@80	11.5	33.5	56.61	50000 80000
LT275/65R20	17923162200000	00236522	613	3,750@80	11.0	34.1	54.89	50000 80000

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Item: **Mini vans 225/65R/17**

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Assurance All-Season

**A Practical Tire for Confident
All-Season Traction in Wet,
Dry and Snowy Conditions,
with Long-Lasting Treadwear**

[GDYR Highway Auto & Light Truck Tire
Warranty](#)

- Wet Traction: 8
- Snow Traction: 7
- Ride Comfort: 8
- Quiet Ride: 7
- Fuel Efficiency: 8

Features

- Multiple biting edges
- Wide tread grooves
- Optimized tread pattern
- Large stable shoulder blocks

Benefits

- Offer great all-season traction in wet, dry and snowy conditions
- Help evacuate water and slush for enhanced wet traction
- Reduces road noise for a quieter ride
- For confident dry and wet handling
- 65,000 mile/ 105,000 kilometre Tread Life Limited Warranty*

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Srvc Dscpt	Sidewall	Approved Rim Width (min)	Approved Rim Width (max)	Measured Rim Width	Overall Width	Overall Diameter	MAX Load	RPM	Tread Depth (32nds)	Weight (lbs)	Limited Wrnty Miles KM	U.T.Q.G. Tread Traction Temp
185/65R14	40710637400000	00224948		86T	VS	5.0	6.5	5.50	7.4	23.5	1,168	889	9	14.47	65000 105000	600 A B
185/70R14	40747637400000	00226972	DX	88T	VS	4.5	6.0	5.50	7.4	24.3	1,235	860	9	14.73	65000 105000	600 A B
185/60R15	40773937400000	00224956		84T	VS	5.0	6.5	5.50	7.5	23.8	1,102	878	9	14.6	65000 105000	600 A B
195/60R15	40774037400000	00224937		88T	VS	5.5	7.0	6.00	7.9	24.2	1,235	864	9	16.5	65000 105000	600 A B
185/65R15	40725937400000	00224943		88T	VS	5.0	6.5	5.50	7.4	24.5	1,235	853	9	14.93	65000 105000	600 A B
195/65R15	40747737400000	00224932		91T	VS	5.5	7.0	6.00	7.9	25.0	1,356	836	9	17.1	65000 105000	600 A B
205/65R15	40747837400000	00224946		94T	VS	5.5	7.5	6.00	8.3	25.5	1,477	820	9	17.52	65000 105000	600 A B
215/65R15	40700737400000	00240203		96T	VS	6.0	7.5	8.70	8.7	26.0	1,565	803	9	20.67	NA NA	600 A B
215/65R15	40779137400000	00226978	DN	96T	VS	6.0	7.5	6.50	8.7	26.0	1,565	804	9	18.84	65000 105000	600 A B
205/70R15	40778537400000	00224952		96T	VS	5.0	7.0	6.00	8.2	26.3	1,565	795	9	19.49	65000 105000	600 A B

Denton County Transportation Authority														21-05		
215/70R15	40778337400000	00224945		98T	VS	6.50	8.7	26.9	1,653	777	9	22.8	65000	600		
													105000	A B		
215/75R15	40779237400000	00226980	DX	100T	VS	5.5	7.0	6.00	8.5	27.7	1,764	756	9	22.21	65000	600
													105000	A B		
195/50R16	40700237400000	00236545		84V	VS	5.5	7.0	6.00	7.9	23.7	1,102	882	9	17.78	65000	600
													105000	A B		
205/50R16	40778837400000	00226973		87H	VS	5.5	7.5	6.50	8.4	24.1	1,201	867	9	17.33	65000	600
													105000	A B		
195/55R16	40778737400000	00224955		87T	VS	5.5	7.0	6.00	7.9	24.4	1,201	857	9	15.43	65000	600
													105000	A B		
205/55R16	40778137400000	00224930		91H	VS	5.5	7.5	6.50	8.4	24.9	1,356	839	9	17.18	65000	600
													105000	A B		
215/55R16	40752537400000	00226977		93H	VS	6.0	7.5	7.00	8.9	25.3	1,433	827	9	19.11	65000	600
													105000	A B		
225/55R16	40716537400000	00226991		95H	VS	6.0	8.0	7.00	9.2	25.8	1,521	810	9	18.74	65000	600
													105000	A B		
205/60R16	40721237400000	00224939		92T	VS	5.5	7.5	6.00	8.2	25.7	1,389	813	9	17.34	65000	600
													105000	A B		
215/60R16	40756237400000	00224931		95T	VS	6.0	7.5	6.50	8.7	26.1	1,521	801	9	19.94	65000	600
													105000	A B		
225/60R16	40771537400000	00224936		98T	VS	6.0	8.0	6.50	9.0	26.6	1,653	786	9	19.79	65000	600
													105000	A B		
235/60R16	40778437400000	00224951		100T	VS	6.5	8.5	7.00	9.5	27.1	1,764	771	9	24.96	65000	600
													105000	A B		
205/65R16	40778037400000	00226974		95H	VS	5.5	7.5	6.00	8.2	26.5	1,521	789	9	19.45	65000	600
													105000	A B		
215/65R16	40701637400000	00224947		98T	VS	6.0	7.5	6.50	8.7	27.0	1,653	774	9	21.39	65000	600
													105000	A B		
225/65R16	40778637400000	00224953		100T	VS	6.0	8.0	6.50	9.0	27.5	1,764	760	9	22.75	65000	600
													105000	A B		
235/65R16	40720737400000	00224944		103T	VS	6.5	8.5	7.00	9.5	28.0	1,929	746	9	24.48	65000	600
													105000	A B		
215/70R16	40778237400000	00224938		100T	VS	5.5	7.0	6.50	8.7	27.9	1,764	749	9	23.16	65000	600
													105000	A B		
225/70R16	40737837400000	00226993	MU	103T	VS	6.0	7.5	6.50	9.0	28.4	1,929	736	9	24.4	65000	600
													105000	A B		
235/70R16	40786637400000	00232861		106T	VS	6.0	8.0	7.00	9.5	29.0	2,094	721	9	26.56	65000	600
													100000	A B		
215/45R17	40756837400000	00236547		87V	VS	7.0	8.0	7.00	8.4	24.6	1,201	848	9	19.05	65000	600
													105000	A B		
225/45R17	40700337400000	00236546		91V	VS	7.0	8.5	7.50	8.9	25.0	1,356	837	9	21.3	65000	600
													105000	A B		
205/50R17	40758237400000	00234167		89V	VS	5.5	7.5	6.50	8.4	25.1	1,279	832	9	19.16	65000	600
													100000	A B		
215/50R17	40779037400000	00226976		91V	VS	6.0	7.5	7.00	8.9	25.5	1,356	820	9	18.82	65000	600
													105000	A B		
225/50R17	40737237400000	00229734		94V	VS	6.0	8.0	7.00	9.2	25.9	1,477	807	9	20.34	65000	600
													105000	A B		
215/55R17	40721337400000	00224933		94H	VS	6.0	7.5	7.00	8.9	26.3	1,477	795	9	19.59	65000	600
													105000	A B		
225/55R17	40772637400000	00224941		97T	VS	6.0	8.0	7.00	9.2	26.8	1,609	780	9	19.59	65000	600
													105000	A B		
235/55R17	40759937400000	00226994		99T	VS	6.5	8.5	7.50	9.7	27.2	1,709	768	9	22.78	65000	600
													105000	A B		
215/60R17	40734837400000	00224954		96T	VS	6.0	7.5	6.50	8.7	27.2	1,565	768	9	21.74	65000	600
													105000	A B		
225/60R17	40772337400000	00224940		99T	VS	6.0	8.0	6.50	9.0	27.6	1,709	757	9	21.17	65000	600
													105000	A B		

Denton County Transportation Authority														21-05	
235/60R17	40732337400000	00224950	102T	VSB	7.00	9.5	28.1	1,874	744	9	24.3	65000	600		
												105000	A B		
215/65R17	40771937400000	00226979	99T	VSB	6.0	7.5	6.50	8.7	28.0	1,709	746	9	21.29	65000	600
												105000	A B		
225/65R17	40728537400000	00224934	102T	VSB	6.0	8.0	6.50	9.0	28.5	1,874	733	9	26.43	65000	600
												105000	A B		
235/65R17	40772237400000	00224942	104T	VSB	6.5	8.5	7.00	9.5	29.1	1,984	718	9	26.27	65000	600
												105000	A B		
225/45R18	40793837400000	00236631	91V	VSB	7.0	8.5	7.50	8.9	25.9	1,356	806	9	20.82	65000	600
												105000	A B		
235/45R18	40799137400000	00236634	94V	VSB	7.5	9.0	8.00	9.3	26.3	1,477	793	9	23.3	65000	600
												105000	A B		
245/45R18	40700537400000	00236633	96V	VSB	7.5	9.0	8.00	9.6	26.6	1,565	784	10	23.92	65000	600
												105000	A B		
235/50R18	40700437400000	00236550	97H	VSB	6.5	8.5	7.50	9.7	27.3	1,609	766	10	26.5	65000	600
												105000	A B		
225/55R18	40786737400000	00232863	98H	VSB	6.0	8.0	7.00	9.2	27.8	1,653	753	9	20.71	65000	600
												105000	A B		
235/55R18	40782637400000	00232862	100H	VSB	6.5	8.5	7.50	9.7	28.1	1,764	742	9	24.83	65000	600
												105000	A B		
225/60R18	40779537400000	00226992	100H	VSB	6.0	8.0	6.50	9.0	28.6	1,764	731	9	22.41	65000	600
												105000	A B		
235/60R18	40781537400000	00236549	103H	VSB	6.5	8.5	7.00	9.5	29.1	1,929	718	9	25	65000	600
												105000	A B		
245/60R18	40781937400000	00236639	105H	VSB	7.0	8.5	7.00	9.8	29.6	2,039	707	10	16.62	65000	600
												105000	A B		
235/65R18	40788537400000	00236632	106H	VSB	6.5	8.5	7.00	9.5	30.0	2,094	696	9	28.31	65000	600
												105000	A B		
225/55R19	40793037400000	00236635	99V	VSB	6.0	8.0	7.00	9.2	28.8	1,709	726	9	26.03	65000	600
												105000	A B		
235/55R19	40792437400000	00234168	101H	VSB	6.5	8.5	7.50	9.7	29.2	1,819	716	9	25.53	65000	600
												100000	A B		
245/55R19	40797137400000	00236638	103V	VSB	7.0	8.5	7.50	10.0	29.6	1,929	705	10	30.06	65000	600
												105000	A B		
245/50R20	40787037400000	00236636	102H	VSB	7.0	8.5	7.50	10.0	29.7	1,874	704	9	16.62	65000	600
												105000	A B		
255/50R20	40700637400000	00236637	105H	VSB	7.0	9.0	8.00	10.4	30.1	2,039	695	9	30.79	65000	600
												105000	A B		

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Item: **Ford Ranger 225/70R/15**

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Wrangler SR-A.PDF


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Wrangler SR-A



**A Trusted Tire
Offering a Smooth,
Quiet Ride**

[GDYR Highway Auto & Light
Truck Tire Warranty](#)

Features

- Zig-Zag microgrooves
- Wide circumferential grooves
- Exclusive wet traction compound

Benefits

- Dry Traction: 8
- Wet Traction: 8
- Snow Traction: 7
- Off-The-Road Traction: 7
- Ride Comfort: 8
- Quiet Ride: 8
- Offer enhanced traction in rain, snow and ice
- Help move water away from tread for enhanced traction in rain
- Helps provide traction on wet roads

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Descpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Traction Temp
LT225/75R16	17974821700000	00202632	DX	E	115R	BSL	14	6.0	7.5	6.00	NA
LT265/75R16	17974649200000	00202635	DN	E	123R	OWL	14	7.0	8.0	7.50	NA
LT265/70R18	17904043600000	00223022		E	124S	VS	13	7.0	9.0	8.00	NA
LT265/60R20	17902043600000	00216121		E	121S	VS	16	7.5	9.5	8.00	NA
LT265/60R20	17920943600000	00236002	PS	E	121S	VS	16	0.0	0.0	0.00	NA
LT265/60R20	17921143600000	00236334	PS	E	121S	VS	16	0.0	0.0	0.00	NA
P225/70R15	18348241800000	00201530		SL	100S	OWL	11	6.0	7.5	6.50	500 A B
P235/75R15	18340641800000	00198599	DX	SL	105S	OWL	13	6.0	8.0	6.50	500 A B
P245/70R16	18359741800000	00117875	DN	SL	106S	OWL	13	6.5	8.0	7.00	500 A B
P245/70R16	18329343600000	00193621	DX	SL	106S	VS	12	6.5	8.0	7.00	500

P255/70R16	18360141800000	00201210		SL	109S	OWL	12	6.5	8.5	7.50	500 A B
P225/75R16	18301741800000	00203073	DX	SL	104S	OWL	11	6.0	7.5	6.00	500 A B
P245/75R16	18321741800000	00201232	DX	SL	109S	OWL	11	6.5	8.0	7.00	500 A B
P265/75R16	18385741800000	00201233	DX	SL	114S	OWL	12	7.0	9.0	7.50	500 A B
P255/65R17	18357941800000	00203074	DN	SL	108S	OWL	11	7.0	9.0	7.50	500 A B
P255/70R17	18354041800000	00212667	DN	SL	110S	OWL	12	6.5	8.5	7.50	500 A B
P265/70R17	18310643600000	00175021		SL	113R	VSB	12	7.0	9.0	8.00	500 A B
P265/70R17	18310641800000	00175026		SL	113R	OWL	12	7.0	9.0	8.00	500 A B
P255/75R17	18310741800000	00199747		SL	113S	OWL	12	6.5	8.5	7.00	500 A B
P265/60R18	18355843600000	00201944		SL	109T	VSB	11	7.5	9.5	8.00	500 A B
P275/65R18	18353841800000	00204966	DX	SL	114T	OWL	13	7.5	9.5	8.00	500 A B
P275/55R20	18310221700000	00218964		SL	111S	BSL	12	7.5	9.5	8.50	500 A B
P275/60R20	18393449200000	00216827		SL	114S	OWL	11	7.5	9.5	8.00	500 A B
P275/60R20	18393447000000	00221505		SL	114S	VSB	11	7.5	9.5	8.00	500 A B
P275/60R20	18393443600000	00202747		SL	114S	VSB	11	7.5	9.5	8.00	500 A B

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrrnty Miles
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LT225/75R16	17974821700000	00202632	714	2,680@80	8.8	29.3	38.9	NA NA
LT265/75R16	17974649200000	00202635	660	3,415@80	10.5	31.7	49.1	NA NA
LT265/70R18	17904043600000	00223022	638	3,525@80	10.7	32.6	51.06	NA NA
LT265/60R20	17902043600000	00216121	640	3,195@80	10.7	32.5	50.65	NA NA
LT265/60R20	17920943600000	00236002	0	3,195@80	0.0	0.0	51.92	NA NA
LT265/60R20	17921143600000	00236334	0	3,195@80	0.0	0.0	51.91	NA NA
P225/70R15	18348241800000	00201530	762	1,753@44	9.0	27.4	27.19	50000 80000
P235/75R15	18340641800000	00198599	724	2,028@44	9.3	28.9	31.22	50000 80000
P245/70R16	18359741800000	00117875	708	2,094@44	9.8	29.5	31.89	50000 80000
P245/70R16	18329343600000	00193621	708	2,094@44	9.8	29.5	32.15	50000 80000
P255/70R16	18360141800000	00201210	695	2,271@44	10.2	30.1	34.35	50000 80000
P225/75R16	18301741800000	00203073	714	1,984@44	8.8	29.3	29.42	50000 80000
P245/75R16	18321741800000	00201232	686	2,271@44	9.8	30.5	34.57	50000 80000
P265/75R16	18385741800000	00201233	660	2,601@44	10.5	31.7	36.42	50000 80000
P255/65R17	18357941800000	00203074	691	2,205@44	10.2	30.1	34.29	50000 80000
P255/70R17	18354041800000	00212667	672	2,337@51	10.2	31.1	36.04	50000 80000
P265/70R17	18310643600000	00175021	660	2,535@44	10.7	31.7	37.44	50000 80000
P265/70R17	18310641800000	00175026	660	2,535@44	10.7	31.7	37.72	50000 80000
P255/75R17	18310741800000	00199747	649	2,535@51	10.0	32.1	36.4	50000 80000
P265/60R18	18355843600000	00201944	682	2,271@44	10.7	30.5	36.27	50000 80000
P275/65R18	18353841800000	00204966	651	2,601@44	11.0	32.1	42.04	50000 80000
P275/55R20	18310221700000	00218964	655	2,403@51	11.2	31.9	40.02	50000

								80000
P275/60R20	18393449200000	00216827	634	2,601@44	11.0	33.0	38.97	50000
								80000
P275/60R20	18393447000000	00221505	634	2,601@44	11.0	33.0	38.94	50000
								80000
P275/60R20	18393443600000	00202747	634	2,601@44	11.0	33.0	39.94	50000
								80000

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Item: **Ford & Chevrolet Cutaway vans 225/75R/16**

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Wrangler HT

**An All-Season Tire For
Heavy-Duty Trucks
And Full-Size Vans**


[GDYR Highway Auto & Light
Truck Tire Warranty](#)

Features

- Patented, all-season tread design
- Circumferential channels
- Solid center rib

Benefits

- Offers year-round traction
- Offer dependable wet traction
- Offers a smooth ride and long, even wear

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Dscrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Traction Temp
LT215/75R15	74415490000000	00182302		D	106Q	BSL	14	5.5	7.0	6.00	NA
LT225/75R16	74483090000000	00139346		E	115Q	BSL	14	6.0	7.5	6.00	NA
LT245/75R16	74439590000000	00163717		E	120R	BSL	13	6.5	8.0	7.00	NA
LT215/85R16	74482190000000	00122771		E		BSL	13	5.5	7.0	6.00	NA
LT235/85R16	74472550200000	00088221		E		BSL	14	6.0	7.5	6.50	NA

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrnty Miles KM
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LT215/75R15	74415490000000	00182302	755	2,095@65	8.5	27.7	32.08	NA NA
LT225/75R16	74483090000000	00139346	714	2,680@80	8.8	29.3	38.8	NA NA
LT245/75R16	74439590000000	00163717	686	3,042@80	9.8	30.5	45.03	NA NA
LT215/85R16	74482190000000	00122771	664	2,680@80	8.5	30.4	40.04	NA NA
LT235/85R16	74472550200000	00088221	659	3,042@80	9.3	31.7	44.56	NA NA

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Item: **Ford half-ton truck 235/70R/17**

Attachments

Wrangler Workhorse AT.pdf



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Features**Benefits****Tire Dimension and Other Technical Information**

Tire Size	Product Code	Material Number	Status	Load Range	Service Descrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Tread Traction Temp
235/65R16C	48119585500000	00243461	PD	E	121R	BSL	11	0.0	0.0	0.00	NA
LT225/75R16	48174885500000	00240859		E	115R	BSL	15	6.0	7.0	6.00	NA
LT245/75R16	48110385500000	00240863		E	120S	BSL	15	6.5	8.0	7.00	NA
LT265/75R16	48174685600000	00242426		E	123R	OWL	15	7.0	8.0	7.50	NA
LT285/75R16	48158585600000	00240872	PD	E	126R	OWL	15	7.5	9.0	8.00	NA
LT215/85R16	48123385500000	00240858	PD	E	115R	BSL	16	5.5	7.0	6.00	NA
LT235/85R16	48174585500000	00240861		E	120R	BSL	15	6.0	7.5	6.50	NA
LT225/65R17	48126785500000	00240875	PD	D	107S	BSL	15	6.0	8.0	6.50	NA
LT245/70R17	48112085500000	00240862	PD	E	119S	BSL	15	6.5	8.0	7.00	NA
LT265/70R17	48153585500000	00240865		E	121S	BSL	15	7.0	8.5	8.00	NA
LT285/70R17	48109685600000	00240871		E	121R	OWL	15	7.5	9.0	8.50	NA
LT245/75R17	48110485500000	00240864		E	121S	BSL	15	6.5	7.5	7.00	NA
LT235/80R17	48123585500000	00240860	PD	E	120R	BSL	15	6.0	7.5	6.50	NA
LT275/65R18	48196585600000	00240870	PD	E	123S	OWL	15	7.5	9.0	8.00	NA
LT265/70R18	48101485600000	00240866	PD	E	124S	OWL	15	7.0	9.0	8.00	NA
LT275/70R18	48113985600000	00240867		E	125R	OWL	15	7.0	8.5	8.00	NA
LT265/60R20	48109785500000	00240868	PD	E	121R	BSL	15	7.5	9.5	8.00	NA

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrrnty Miles KM
235/65R16C	48119585500000	00243461	0	3,195@83	0.0	0.0	42.94	NA NA
LT225/75R16	48174885500000	00240859	710	2,680@80	8.8	29.3	37.74	50000 80000
LT245/75R16	48110385500000	00240863	682	3,042@80	9.8	30.5	42.2	50000 80000
LT265/75R16	48174685600000	00242426	656	3,415@80	10.5	31.7	46.72	50000 80000
LT285/75R16	48158585600000	00240872	628	3,750@80	11.3	33.1	42.94	50000 80000
LT215/85R16	48123385500000	00240858	682	2,680@80	8.6	30.5	38.79	50000 80000
LT235/85R16	48174585500000	00240861	656	3,042@80	9.3	31.7	42.94	50000 80000
LT225/65R17	48126785500000	00240875	733	2,150@65	8.9	28.5	36.33	50000 80000
LT245/70R17	48112085500000	00240862	680	3,000@80	9.8	30.6	42.94	50000 80000
LT265/70R17	48153585500000	00240865	656	3,195@80	10.7	31.7	48.38	50000 80000
LT285/70R17	48109685600000	00240871	630	3,195@80	11.5	33.0	53.28	50000 80000
LT245/75R17	48110485500000	00240864	660	3,195@80	9.8	31.5	44.47	50000 80000
LT235/80R17	48123585500000	00240860	654	3,085@80	9.3	31.8	45.28	50000 80000
LT275/65R18	48196585600000	00240870	648	3,415@80	11.0	32.1	49.43	50000 80000
LT265/70R18	48101485600000	00240866	638	3,525@80	10.7	32.6	51.29	50000 80000
LT275/70R18	48113985600000	00240867	627	3,640@80	11.0	33.2	54.41	50000 80000
LT265/60R20	48109785500000	00240868	643	3,195@80	10.7	32.5	51.1	50000 80000

T

Item: **Dodge 1-ton truck 235/80R/17**

Attachments

Wrangler HT.PDF


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Wrangler HT

**An All-Season Tire For
Heavy-Duty Trucks
And Full-Size Vans**


[GDYR Highway Auto & Light
Truck Tire Warranty](#)

Features

- Patented, all-season tread design
- Circumferential channels
- Solid center rib

Benefits

- Offers year-round traction
- Offer dependable wet traction
- Offers a smooth ride and long, even wear

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Dscrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Traction Temp
LT215/75R15	74415490000000	00182302		D	106Q	BSL	14	5.5	7.0	6.00	NA
LT225/75R16	74483090000000	00139346		E	115Q	BSL	14	6.0	7.5	6.00	NA
LT245/75R16	74439590000000	00163717		E	120R	BSL	13	6.5	8.0	7.00	NA
LT215/85R16	74482190000000	00122771		E		BSL	13	5.5	7.0	6.00	NA
LT235/85R16	74472550200000	00088221		E		BSL	14	6.0	7.5	6.50	NA

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrnty Miles KM
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LT215/75R15	74415490000000	00182302	755	2,095@65	8.5	27.7	32.08	NA NA
LT225/75R16	74483090000000	00139346	714	2,680@80	8.8	29.3	38.8	NA NA
LT245/75R16	74439590000000	00163717	686	3,042@80	9.8	30.5	45.03	NA NA
LT215/85R16	74482190000000	00122771	664	2,680@80	8.5	30.4	40.04	NA NA
LT235/85R16	74472550200000	00088221	659	3,042@80	9.3	31.7	44.56	NA NA

T

Item: **Champion bus 275/80R/22.5**

Attachments

Endurance RSA.pdf


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Endurance® RSA®

**Goodyear's Best Regional
and Urban All-Position Tire
for Long Miles to Removal**


[Goodyear Medium Radial Commercial
Truck Tire Limited Warranty](#)

Features

- Innovative tread compound
- Special tread block geometry
- Premium rigid casing construction
- Wide solid shoulder tread design
- IntelliMax rib technology

Benefits

- Helps provide enhanced fuel efficiency and high scrub resistance
- Offers superb traction and quick braking while driving on wet or snow-covered roads
- For consistent footprints and maximum retreadability
- For increased miles to removal and protection against curb damage
- Helps provide a stiffer tread for high mileage and even wear

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Single Load (lbs) (kg)	Single Inflation (psi) (kpa)	Dual Load (lbs) (kg)	Dual Inflation (psi) (kpa)	Weight (lbs) (kg)	Rim Width (in) (mm)	Overall Width (in) (mm)
10R22.5	13879267400000	00230401		G	5,675 2,575	115 790	5,355 2,430	115 790	109 49.5	7.50 191	10.1 257
11R22.5	13880267400000	00230393		G	6,175 2,800	105 720	5,840 2,650	105 720	122 55.3	8.25 210	10.8 274
11R22.5	13817967400000	00230395		H	6,610 3,000	120 830	6,005 2,725	120 830	122 55.6	8.25 210	10.8 274
12R22.5	13878367400000	00230403		H	7,390 3,350	120 830	6,780 3,075	120 830	141 64.0	9.00 229	11.6 295
255/70R22.5	75606767400000	00231027	MU	H	5,510 2,500	120 830	5,070 2,300	120 830	93. 42.3	7.50 191	10.0 254
275/70R22.5	75615867400000	00230407		J	6,940 3,150	130 900	6,395 2,900	130 900	105 47.8	7.50 191	10.5 267
245/75R22.5	75616867400000	00230409	MU	G	4,675 2,120	110 760	4,410 2,000	110 760	86. 39.3	7.50 191	9.7 246
265/75R22.5	75612567400000	00230411		G	5,205 2,360	110 760	4,805 2,180	110 760	101 45.8	7.50 191	10.1 257
295/75R22.5	75681767400000	00230391		G	6,175 2,800	110 760	5,675 2,575	110 760	113 51.4	8.25 210	11.3 287
11R24.5	13880167400000	00230397		G	6,610 3,000	105 720	6,005 2,725	105 720	130 59.2	8.25 210	10.9 277
11R24.5	13881367400000	00230399		H	7,160 3,250	120 830	6,610 3,000	120 830	131 59.5	8.25 210	10.9 277

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	Overall Diameter (in) (mm)	Static Loaded Radius (in) (mm)	RPM	RPkm	Tread Depth (32nds) (mm)	MIN Dual Spacing (in) (mm)	Speed Rating (mph)	Retread Buffing Radius (in) (mm)	Retread Tread Base Width (in) (mm)
10R22.5	13879267400000	00230401	40.4 1,026	19.0 483	514	319	21 17	11.4 290	75	0 0	0.000 0
11R22.5	13880267400000	00230393	41.9 1,064	19.6 498	496	308	22 17	12.5 318	75	0 0	0.000 0
11R22.5	13817967400000	00230395	41.9 1,064	19.6 498	496	308	22 17	12.5 318	75	0 0	0.000 0
12R22.5	13878367400000	00230403	43.1 1,095	20.2 513	482	300	22 17	13.5 343	75	0 0	0.000 0
255/70R22.5	75606767400000	00231027	36.7 932	17.3 439	566	352	18 14	11.3 287	81	0 0	0.000 0
275/70R22.5	75615867400000	00230407	38.0 965	17.7 450	547	340	19 15	11.9 302	75	0 0	0.000 0
245/75R22.5	75616867400000	00230409	37.4 950	17.6 447	555	345	19 15	11.0 279	75	0 0	0.000 0
265/75R22.5	75612567400000	00230411	38.9 988	18.3 465	534	332	20 16	11.6 295	75	0 0	0.000 0
295/75R22.5	75681767400000	00230391	40.6 1,031	19.0 483	512	318	22 17	12.9 328	75	0 0	0.000 0
11R24.5	13880167400000	00230397	43.9 1,115	20.6 523	473	294	22 17	12.5 318	75	0 0	0.000 0
11R24.5	13881367400000	00230399	43.9 1,115	20.6 523	473	294	22 17	12.5 318	75	0 0	0.000 0

T

Item: **Span- Ford Cutaway Vans /Dodge Pro-Master Vans**

Attachments

Wrangler HT.PDF


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Wrangler HT

**An All-Season Tire For
Heavy-Duty Trucks
And Full-Size Vans**


[GDYR Highway Auto & Light
Truck Tire Warranty](#)

Features

- Patented, all-season tread design
- Circumferential channels
- Solid center rib

Benefits

- Offers year-round traction
- Offer dependable wet traction
- Offers a smooth ride and long, even wear

Tire Dimension and Other Technical Information

Tire Size	Product Code	Material Number	Status	Load Range	Service Dscrpt	Sidewall	Tread Depth (32nds)	Approved Rim Width (min)	Approved Rim Width (max)	Measure Rim Width	U.T.Q.G. Traction Temp
LT215/75R15	74415490000000	00182302		D	106Q	BSL	14	5.5	7.0	6.00	NA
LT225/75R16	74483090000000	00139346		E	115Q	BSL	14	6.0	7.5	6.00	NA
LT245/75R16	74439590000000	00163717		E	120R	BSL	13	6.5	8.0	7.00	NA
LT215/85R16	74482190000000	00122771		E		BSL	13	5.5	7.0	6.00	NA
LT235/85R16	74472550200000	00088221		E		BSL	14	6.0	7.5	6.50	NA

Tire Dimension and Other Technical Information (continued)

Tire Size	Product Code	Material Number	RPM	MAX Load Single lbs@psi	Section Width	Overall Diameter	Weight (lbs)	Limited Wrnty Miles KM
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LT215/75R15	74415490000000	00182302	755	2,095@65	8.5	27.7	32.08	NA NA
LT225/75R16	74483090000000	00139346	714	2,680@80	8.8	29.3	38.8	NA NA
LT245/75R16	74439590000000	00163717	686	3,042@80	9.8	30.5	45.03	NA NA
LT215/85R16	74482190000000	00122771	664	2,680@80	8.5	30.4	40.04	NA NA
LT235/85R16	74472550200000	00088221	659	3,042@80	9.3	31.7	44.56	NA NA

Supplier: T



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein) The Goodyear Tire & Rubber Company		19. Is any litigation pending against the Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Doing Business As (other business name if applicable)		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 checked="" type="checkbox"/> No
3. Federal Tax ID Number 34-0253240		21. Has the Business ever been a defaulter, as principal, surety or otherwise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Business Mailing Address (include City/State/Zip Code) 200 Inovation Way, Akron, OH 44316		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 checked="" type="checkbox"/> No
5. Business Email Address ct_govtsales@goodyear.com		23. Is the Business in arrears upon a contract or debt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Business Telephone 330-796-7137	Business Fax Number 330-796-4276	24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Business Type Mfg.		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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Number of Years in Business 100+		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
9. <u>Annual Gross Revenue</u> 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 checked="" type="checkbox"/> \$16M+		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).
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 checked="" type="checkbox"/> 1,001+		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.
11. Is Business a DBE Firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
12. Is Business Owned by Minority Ethnicity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. Ethnic Group Black American Hispanic American Native American Other	Subcontinent Asian American White/Caucasian Asian Pacific American	
14. Woman Owned? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. Veteran Owned <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Gerald F Payne Printed Name

16. Type of Work Performed

- ☒ 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. Has the Business ever been declared "Not Responsible"

- ☐ Yes ☒ No

Title

Director Sales & Operations

Signature of owner

Gerald F Payne

Date

06/16/2021

Email Address

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

Supplier: T

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, **Gerald F Payne** hereby certify

(Name and title of official)

On behalf of that: **The Goodyear Tire & Rubber Company**

(Name of Bidder / Company Name)

- 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 agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – , “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name **The Goodyear Tire & Rubber Company**

Type or print name **Gerald F Payne**

Signature of Authorized Representative

Date **06/16/2021**

Signature of Notary and SEAL **Michelle L May**

Supplier: T

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.		OFFICE USE ONLY Date Received
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 th 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
1	Name of person doing business with local governmental entity. The Goodyear Tire & Rubber Company	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		Page 2
5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ YES

☒ NO

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

☐ YES

☒ NO

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

☐ YES

☒ NO

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

06/16/2021

Date

Supplier: T

-
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:

- 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 **The Goodyear Tire & Rubber Company**

Name and Title of Contractor's Authorized Official **gerlad F Payne Director Sales & Operations**

Signature Date **06/16/2021**

Supplier: T

NON-COLLUSION AFFIDAVIT

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

The authorized representative for bidder / proposer, **Gerald F Payne**, 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

Gerlad F Payne, Director Sales & Operations

Name and Title of Authorized Company Representative

06/16/2021
Date

Subscribed and sworn to before me on **06/16/2021** (Date)

(Notary Seal)

Michelle L. May

Signature Notary Public

Supplier: T

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25,
2009]

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company

Name **gerald F Payne**

Title **Director Sales & Operations**

Signature

Date **06/16/2021**

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company

Name

Title

Signature

Supplier: T

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, **Gerlad F Payne** (Name of certifying official), the **Director Sales & Operations** (title or position of certifying official) of **The Goodyear Tire & Rubber Company** (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.

GeraLD f Payne

Signature of Certifying Official Title:

Title: **Director Sales & Operations**

Date: **06/16/2021**

Supplier: T

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. Bidder/Proposer Information

Policy Statement: It is the policy of Denton County Transportation Authority and the Department of Transportation with respect to DOT-assisted contracts that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DCTA contracts. DCTA also encourages the use of small business enterprises in performance on all contracts.

To attain these policy objectives, DCTA's overall agency goal for DBE participation is 7 % of federally funded contract amounts.

DBE Obligation: DCTA and its contractors agree to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts awarded by DCTA. In this regard, DCTA and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. DCTA and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DCTA contracts, including DOT-assisted contracts.

"Disadvantaged Business Enterprise (DBE)" means a for-profit small business concern which (a) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of any publicly owned business in which 51 percent of the stock is owned by one or more such individuals, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and (c) is a small business concern as defined by the U.S. Small Business Administration (SBA).

DCTA shall make a refutable presumption that individuals in the following groups are socially and economically disadvantaged. DCTA may also determine, on a case-by- case basis, that individuals who are not a member of one of the following groups are DBEs:

1. Black Americans
2. Hispanic Americans
3. Native Americans
4. Asian-Pacific Americans
5. Subcontinent Asian Americans
6. Women, regardless of race, ethnicity, or origin

Failure to achieve DBE contract goals. If the contractor fails to achieve the minimum goal established in the contract at the time the contract is awarded or later modified, the contract payments may be reduced as a liquidated damage, and not as a penalty, by the amount equal to the mathematical dollar difference between the total contract amount multiplied by the DBE percentage goal and the actual dollar

amount of documented DBE participation in the contract. However, any authorized adjustment in the percentage of DBE participation approved by DCTA may be substituted in

this formula for the DBE percentage goal as originally established.

Breach of Contract. All sub recipients, subcontractors, or contractors are advised that failure to carry out the requirements set forth in the Program shall constitute a breach of contract, and, after DOT is notified (on DOT-assisted agreements and/or contracts), may result in termination by DCTA of the agreement or contract, debarment, and/or such other remedy as DCTA deems appropriate.

DCTA has a written document that fully describes its DBE policy and program. The document is available upon request at the following address:

Athena Forrester, CPPO, CPPB
DCTA DBE Liaison Officer 1955
Lakeway Drive, Suite 260
Lewisville, Texas 75057

II. Compliance Requirements

Compliance with the DBE Policy and Program is essential in order for a Bidder/Proposer to be eligible to enter into a contract with DCTA. Compliance consists of:

- a. Meeting or exceeding the DCTA DBE percentage participation goals established for this solicitation; or
- b. Demonstrating "Good Faith Efforts" to meet such participation goals; or
- c. Demonstrating that the solicitation comes within the exception to the DBE percentage participation goals as being procurement for a standard manufactured item or other similar procurement not open to subcontracting opportunities.

In order to demonstrate compliance through "Good Faith Efforts", a Bidder/Proposer must submit with its bid/proposal sufficient information to enable DCTA to determine that the efforts made by the Bidder/Proposer to obtain DBE participation were such efforts that a Bidder/Proposer actively and aggressively seeking to meet those goals would make.

Actions or efforts, which are merely "pro forma" or "going through the motions," do not constitute "Good Faith Efforts" to obtain the participation of DBEs. Similarly, even efforts which are sincerely motivated but which, given all circumstances relevant to the particular solicitation, could not be reasonably expected to produce a level of DBE participation sufficient to meet the goal do not constitute "Good Faith Efforts." In determining whether a Bidder/Proposer made a Good Faith Effort to obtain the DBE participation percentage goal, DCTA will look at not only the different kinds of efforts that the Bidder/Proposer has made, but also the quality and intensity of these efforts.

To assist DCTA in making the required judgment concerning fulfillment of "Good Faith Efforts," the Department of Transportation has prepared a list illustrating the kinds of

actions, which would indicate that a Bidder/Proposer has made a Good Faith Effort. These kinds of efforts include:

- a. Whether the Bidder/Proposer attended pre-bid meetings that were scheduled by DCTA to inform DBEs of contracting and sub-contracting opportunities; or
- b. Whether the Bidder/Proposer selected portions of the work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participations); or
- c. Whether the Bidder/Proposer advertised in general circulation, trade association, and/or minority focus media concerning the sub-contracting opportunities; or

- d. Whether the Bidder/Proposer provided written notice to a reasonable number of specified DBEs that their interest in the procurement was being solicited, in sufficient time to allow such DBEs to participate effectively, or
- e. Whether the Bidder/Proposer followed up initial solicitation of interest by contacting DBEs to determine with certainty whether the DBEs were interested; or
- f. Whether the Bidder/Proposer provided interested DBEs with adequate information about the plans, specifications, and requirements of the solicitation; or
- g. Whether the Bidder/Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on their investigation of the capabilities; or
- h. Whether the Bidder/Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by DCTA or the Bidder/Proposer as Contractor; or
- i. Whether the Bidder/Proposer effectively used the services of available minority community organizations; minority contractor groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The above criterion is not intended to be an inventory or checklist. DCTA does not require any Bidder/Proposer to do any particular one or any combination of the items on the above list. It is not intended to be an exclusive or exhaustive list of all steps a Bidder/Proposer, acting in good faith, actively and aggressively seeking to obtain DBE participation would make. Other types of efforts or factors may be relevant in appropriate cases.

Competitors that fail to meet DBE goals and fail to demonstrate “Good Faith Efforts” may be considered non-responsive to the specifications and may be considered not eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, DCTA shall review the contractor’s DBE involvement efforts during the performance of the contract. The contractor shall bring to the attention of DCTA any situation in which regularly scheduled progress payments are not made to DBE contractors.

III. Compliance Documentation

To demonstrate compliance with DCTA DBE Policy and Program, it is essential that all required documentation be submitted with the bid/proposal. This documentation consists of the following fully completed forms: DCTA Commitment Agreement Form 4906, and DCTA Good Faith Effort Form GFE, which appear in this Attachment, and additional relevant documentation and information where specified.

DCTA DBE Commitment Agreement Form 4906 **must** be completed by **all** Bidders/Proposers. DCTA Good Faith Effort Documentation also must be completed by a Bidder/Proposer who does not meet the DBE percentage participation goals established for this procurement but who wishes to show compliance with the Policy and Program because of having made Good Faith Efforts to meet those goals.

All information relative to the particular method of Bidder/Proposer’s compliance as set out in this document **must be submitted with the bid/proposal**. Any bidder/proposer may also include any additional information it believes would be helpful in demonstrating to DCTA its compliance with DCTA DBE Policy Program. **Information submitted after the deadline for the submission of bids will not be considered.**

IV. Counting Participation Toward Meeting DBE Goal

DBE participation shall be counted toward meeting goals set in accordance with DOT's DBE regulations at 49 CFR Part 26 and DCTA's program as follows:

1. Once a firm is determined to be a certified DBE in accordance with the provisions specified in this program, the total dollar value of the contract or subcontract awarded to it is counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal, if the contract is a fixed price contract. For other types of contracts, only actual payments to the certified DBE will be counted toward the applicable goal.
2. DCTA or the contractor employing a certified DBE firm may count toward its goals a portion of the total dollar value of a contract with a joint venture eligible under the DBE eligibility criteria specified herein equal to the percentage of the ownership and control of the certified DBE partner in the joint venture.
3. DCTA or a contractor will count toward its goals only expenditures to certified DBEs that perform a commercially useful function in the work of a contract. A certified DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a certified DBE is performing a commercially useful function, DCTA or a contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
4. Consistent with normal industry practices, a DBE may enter into subcontracts. If a

DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to DCTA. DCTA's decision on the rebuttal of this presumption is final, subject to review by the Department of Transportation in instances of DOT-assisted contracts.

5. DCTA or a contractor may count toward its DBE goals expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. DCTA or a contractor may count its entire expenditure to a certified DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). DCTA will count 60 percent of its expenditures to certified DBE suppliers that are not manufacturers, provided that such suppliers perform a commercially useful function in the supply process.

Supplier: T

**GOOD FAITH EFFORT FORM**

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if you're DBE participation is less than the DCTA's project goal, you must complete this form.

Prime Company Name (please print):	DCTA Contract Number:
	DCTA Contract Goal: %
Check applicable response to describe prime:	DBE: (yes <input type="checkbox"/>) Certifying Entity:
	(no <input type="checkbox"/>)

If the bidder's method of compliance with the DBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the DCTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification by DCTA's staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the DBE Liaison, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a DBE or non-DBE. (DO NOT LIST NAMES OF FIRMS).

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a DBE or non DBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**

(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:

2. Did you obtain a current (**not more than 60 days old from the initial response to the DCTA's solicitation due date**) list of DBE subcontracts and/or suppliers from the DCTA DBE Liaison?

(yes ☐) (no ☐)

DBE listing request date to the DCTA DBELO :_//20

3. Did you solicit bids from DBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ☐) (no ☐)

Attach the DBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to DBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

4. Did you solicit bids from DBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ☐) (no ☐)

Attach DBE contact list to include: DBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

NOTE: A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: DBE name, date, time, fax number and documentation faxed.

NOTE: If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or less**, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of DBE firms for a particular subcontracting/supplier opportunity is **ten (10) or more**, the contractor must contact at least **two-thirds (2/3)** of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential DBE firms or information regarding the location of plans and specifications in order to assist the DBE firms?

(yes ☐) (no ☐)

6. Submit documentation if DBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the DBE firms were rejected and any supporting documentation the contractor wishes to be considered by the DCTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by DCTA Legal representative. **(Please use additional sheets, if necessary and attach)**

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain DBE participation on this project

The bidder further agrees to provide, directly to the DCTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized DCTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from DCTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in DCTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any DBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the DCTA DBELO.

Authorized Signature:	Printed Signature:
Title:	Contact Name and Title (if different):
Company Name:	Phone Number:
Street Address:	Email Address:
City/County/State and Zip Code	Date: , 20
DCTA DBELO Authorized Signature:	Date: , 20

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Approval of a Memorandum of Agreement (MOA) between Denton County Transportation Authority (DCTA) and the Department of Homeland Services (DHS)/Federal Emergency Management Agency (FEMA) for Emergency Transportation for Region 6 Personnel During Implementation of the Continuity of Operations (COOP) Plan for FEMA

Recommendation

Staff recommends the Board approve and authorize the CEO to execute an MOU with the Department of Homeland Security Services and FEMA

Background

The Department of Homeland Security/Federal Emergency Management Agency Region 6 contacted DCTA regarding a memorandum of agreement to provide emergency transportation for Region 6 personnel during implement of the Continuity of Operations (COOP) Plan for FEMA. Under the COOP Plan, Federal agency personnel must be capable of operating on a continual basis, even if the facility is uninhabitable. The purpose of the MOA is to establish responsibilities of the parties in the event FEMA personnel must evacuate the location in Denton. DCTA would provide services and vehicles to transport FEMA personnel from the Denton location to the various locations, including Fort Worth and Wichita Falls.

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

As a steward of public funds and in partnership with our communities, DCTA views this as an opportunity to build relationships with our fellow partners and to provide a service to members of the community.

Financial Impact

Costs will be reimbursed by FEMA at a rate of \$2,500 per trip, including a driver and use of a DCTA vehicle.

Exhibits

Exhibit 1: Memorandum of Agreement



Submitted By:

Athena Forrester/AVP of Regulatory Compliance

MEMORANDUM OF AGREEMENT*Between***The Department of Homeland Security/Federal Emergency Management Agency
Region 6****and****Denton County Transportation Authority**

The following Memorandum of Agreement (MOA) sets forth the terms between the Federal Emergency Management Agency (FEMA) Region 6 and the Denton County Transportation Authority, with regard to emergency transportation for Region 6 personnel during implementation of the Continuity of Operations (COOP) Plan for FEMA.

I. PURPOSE

Under COOP, Federal agency personnel must be capable of operating on a continual basis, even if the facility currently being occupied by an agency is uninhabitable. In this instance, FEMA Region 6 personnel must be available to provide direction and guidance to their respective agencies, clients, or representative states during emergency conditions and/or declarations. To perform these duties, an agreement with an off-site facility exists and is available to house emergency personnel, as prescribed in National Security Presidential Directive (NSPD) 51/Homeland Security Presidential Directive (HSPD) 20, *National Continuity Policy*, and Federal Continuity Directive (FCD) 1, *Federal Executive Branch National Continuity Program and Requirements*. This MOA establishes an alternate method of transportation to get emergency personnel to these locations.

Thus, the purpose of this MOA is to establish responsibilities of the parties as they relate to a continuity situation that would require FEMA Region 6 personnel to evacuate the facility at 800 N. Loop 288, Denton, Texas, and operate in an alternate facility or location(s), when personal vehicles would not be allowed to leave 800 N. Loop 288, Denton, Texas, due to an event which would render these vehicles unavailable.

II. RESPONSIBILITIES**General Provision**

It is understood by both the Denton County Transportation Authority, and FEMA that each organization should be capable of fulfilling its responsibilities under this MOA. If at any time either party is unable to perform its functions under this MOA, the affected party shall immediately provide notice to the other.

FEMA Shall:

1. Notify the Denton County Transportation Authority, as soon as practicable of the need for transportation services and make a formal request for transportation services by calling (972) 221-4600 and asking for the DCTA Director of Operations or General Manager.
2. Provide Denton County Transportation Authority, with a projected timeline for use of their transportation services to allow them to prepare. Both parties understand that due to the exigent need for use of such transportation services, actual notice may be less than 24 hours. Notice will be reduced to writing as soon as practicable.
3. Use the utmost care when aboard the buses provided. Repair any damage to buses provided caused by FEMA use.
4. Be responsible for any incidental costs incurred.
5. Authorize up to a maximum of \$2500 for each trip. One trip includes the use of one bus and one driver to the alternate location. This does not include return to 800 N. Loop 288, Denton, Texas.

DENTON COUNTY TRANSPORTATION AUTHORITY, Shall:

1. Provide the services requested by FEMA based upon the Denton County Transportation Authority's ability to provide buses and transportation services.
2. Transport FEMA Region 6 personnel in support of the Regional Continuity of Operations Plan upon an event that renders such aid necessary from 800 N. Loop 288, Denton, Texas, to one of the following locations:
 - (1) FEMA National Processing Service Center
3900 Katrina Drive
Denton, TX
 - (2) FEMA Distribution Center- Fort Worth
301 W. Felix Street
Fort Worth, TX
 - (3) Sheppard Air Force Base
Wichita Falls, TX
 - (4) Bureau of Engraving Printing
9000 Blue Mound Road
Fort Worth, TX

3. Coordinate with FEMA to determine any damage to busses provided and any necessary repair prior to repairs being completed.
4. Maintain appropriate records to validate any incidental costs incurred.
5. Not provide services that will exceed \$100 per hour or a maximum of \$2500 for each trip. Denton County Transportation Authority has the right to change pricing provided that written or electronic notification is provided to FEMA 30 days in advance of such change. Prices should be based on services provided to the listed locations.

III. OTHER PROVISIONS

- a. Nothing in this MOA is intended to conflict with current law or regulations or the directives of FEMA or the Denton County Transportation Authority. If a term of this MOA is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.
- b. Nothing in this MOA is intended to restrict the authority of either party to act as provided by statute or regulation.
- c. Nothing in this MOA shall be interpreted as affording FEMA or the Denton County Transportation Authority, any role in the content or programming decisions of either FEMA or Denton County Transportation Authority, respectively.
- d. Any information shared under this MOA will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, Executive Order, or regulation.
- e. This MOA is between FEMA and Denton County Transportation Authority and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against the Denton County Transportation Authority, their officers or employees or any other person.
- f. This MOA creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This MOA is not intended to be enforceable in any court of law or dispute resolution forum.
- g. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DRS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS Seal.

- h. This MOA, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.
- 1. This MOA is not a fiscal or funds obligation document. Any funds, services or equipment provided to accomplish the goals anticipated under this MOA are done so with the expectation that payment of fees related to the services provided will be completed under separate agreement. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other authority. This MOA does not provide such authority.

IV. POINTS OF CONTACT (POC)

A. The FEMA POC is:

- a. David Lebsack - (940) 898-5339 or Thomas (Kade) Benson – (202) 924-7221 or Randy Meshell - (940) 898-5416.

B. The Denton County Transportation Authority POC is:

- a. Troy Raley (940) 745-8151 or Raymond Suarez (650) 520-6714

V. EFFECTIVE DATE

The terms of this MOA will become effective upon signature of the FEMA Region 6 and Denton County Transportation Authority representatives.

VI. MODIFICATION

This MOA may be modified upon the mutual written consent of FEMA and Denton County Transportation Authority.

VII. TERMINATION

This MOA will terminate within 5 years of the effective date, unless extended by written amendment of this MOA. Either party, upon 60 days written notice to the other party, may terminate this MOA.

VIII. LIABILITY

Congress has provided that the exclusive remedy for common law torts committed by employees of the U.S. Government, acting within the scope of their employment, is an action against the United States under the Federal Tort Claims Act, 28 U.S.C. §§ 1346 (b), 2671-2680. FEMA and the Denton County Transportation Authority agree that they are each responsible for the wrongful or negligent acts or omissions of their respective employees, to the extent that those acts or omissions occur within the scope of employment and arise under this agreement. The parties agree to notify each other promptly of any claims arising under this MOA, and to cooperate in good faith to resolve

any claims promptly and appropriately. It is expressly understood and agreed that in executing this MOA, neither parties, either individually or jointly, waive, nor shall deem to waived, any immunity or defenses available under State or Federal law.

IX. APPLICABLE LAW: Federal law shall govern this MOA.

APPROVED:

The undersigned parties bind themselves to the faithful performance of this MOA.

Denton County Transportation Authority
Chief Executive Officer

Federal Emergency Management Agency
Regional Administrator

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Approval of Award of Contract to DataProse, LLC for Request for Proposal (RFP) 21-09 Print Services

Recommendation

Staff is recommending the Board approve the award and authorize the CEO to negotiate and execute a contract with DataProse, LLC for print services.

Background

A request for proposals was issued on May 17, 2021, seeking one print vendor to provide a variety of marketing, administrative and operational printing services on an as-needed basis. Three (3) proposals were received. Stone Shield Investments, LLC dba Digital Press was found to be nonresponse.

1. DataProse, LLC
2. Stone Shield Investments, LLC dba Digital Press
3. Phase 3 Media, LLC dba Phase 3 Marketing and Communications

After reviewing the proposals, the evaluation committee conducted a site visit and determined DataProse, LLC to be the best qualified firm.

Previous Board Activity & Action

July 22, 2021 Board Meeting Informational Item

Identified Need

This RFP was conducted to fill the gap with an experienced print vendor that specializes in small offset printing. Establishing long-term print contracts enables staff to have a single point of contact for agency-wide printing needs.

The benefits of establishing a long-term print contract include:

- Efficiency in staff time and overall project turnaround
- Cost-effective printing due to longevity of relationship
- Consistency with printed project quality and timing
- Familiarity with agency printing needs and deliverables
- Print project consistency and deadline management

Financial Impact

The agreement is for a three (3) year and 10-month term to align with other printer contracts. The contract would begin on September 1, 2021 and continue through July 13, 2025. The total anticipated cost for the contract is \$224,000 over the four (4) year term.



Exhibits

Exhibit 1: Request for Proposal (RFP)

Exhibit 2: DataProse, LLC, Proposal

Exhibit 3: Evaluation Consensus Scores

A handwritten signature in dark ink that reads "Adrienne Hamilton". The signature is written in a cursive, flowing style.

Submitted By: _____

Adrienne Hamilton, Senior Marketing and Communications Manager

Click or tap here to enter text.

Solicitation 21-09

Print Services

Bid Designation: Regional



Denton County Transportation Authority

Bid 21-09 Print Services

Bid Number **21-09**

Bid Title **Print Services**

Bid Start Date **May 17, 2021 3:11:37 PM CDT**

Bid End Date **Jun 11, 2021 11:00:00 AM CDT**

Question &
Answer End Date **Jun 1, 2021 5:00:00 PM CDT**

Bid Contact **Geraldine Osinaike**
gosinaike@dcta.net

Contract Duration **4 years**

Contract Renewal **Not Applicable**

Prices Good for **90 days**

Bid Comments

1. Prior to the time and date indicated above, all proposals shall be received electronically at www.bidsync.com
2. Print Samples: Prior to the time and date indicated above, all print samples shall be hand-delivered or mailed to Procurement at:

DCTA
1955 Lakeway Drive, Suite 260
ATTN: Geri Osinaike
SOLICITATION 21-09
Lewisville, Texas 75057

DCTA is seeking services from a qualified DFW-based printing company that can produce offset, digital, and signage print jobs. In addition, the printer should specialize in small print jobs to meet DCTA's marketing, administrative and operational printing needs.

Questions may be submitted before the deadline. It is recommended that the insurance requirement be reviewed by you and your agent.

Due to the COVID 19 Pandemic and the stay-at-home declarations in place across the country, DCTA will accept electronic bids through Bidsync only. State of Texas law prohibits DCTA from accepting emailed bids and proposals.

Item Response Form

Item **21-09--01-01 - Print Services**

Quantity **1 fee**

Prices are not requested for this item.

Delivery Location **Denton County Transportation Authority**
No Location Specified

Qty 1

Description

Print Service Proposal



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Proposals (RFP) 20-09		
TITLE	Print 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	June 1, 2021 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	June 4, 2021 by 5:00 pm CST
DUE DATE/TIME	June 11, 2021 at 11:00 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 Periscope S2G 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	Geri Osinaike procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	1. Prior to the time and date indicated above, all proposals shall be received <u>electronically at www.bidsync.com</u> 2. Print Samples: Prior to the time and date indicated above, all print samples <u>shall be hand delivered or mailed to Procurement at:</u> DCTA 1955 Lakeway Drive, Suite 260 ATTN: Geri Osinaike SOLICITATION 21-09 Lewisville, Texas 75057 Print samples received after the due time and date shall not be considered and will be returned unopened. The clock in the reception area of DCTA is the official time for receipt of samples. Samples 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 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 electronically 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 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 commence September 1, 2021 through July 13, 2022 with subsequent years two (2), three (3) and four (4) to cover July 14, 2022 through July 13, 2025.

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 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. GOALS AND OBJECTIVES

DCTA is seeking services from a qualified DFW-based printing company that can produce offset, digital and signage print jobs. In addition, the printer should specialize in small print jobs to meet DCTA's marketing, administrative and operational printing needs. The proposer will be of the highest quality, with flexibility for quick turnaround times and strategic printing of materials along with satisfactory customer service.

The proposer will:

- Provide cost-saving with high-quality print services
- Track concurrent print jobs, so multiple job can be printed together on press to save money
- DCTA prefers shipping and delivery of print project to be included in the proposal at no additional cost
- Provide projects updates in a proactive manner
- Provide quick print project turnarounds and adjustments when needed
- Ensure deadlines are met on every printing job

DCTA's marketing and communications department will be managing the print contract. An individual from that department will be identified as the point person for the work to be conducted under the contract and will monitor those activities for the duration of the contract.

5. SCOPE OF SERVICES:

DCTA is seeking a qualified printer to perform a variety of marketing, administrative and operational printing services on an on-going, as needed the term of the contract. Work performed is expected to be routine in nature and of a scope normally required by a transit agency.

Projects include but are not limited to:

- Brochures, rack cards and fliers
- Facility and vehicle signage
- Vinyl Decals
- Bus wraps and exterior decals
- Banners and foam boards
- Stationary with the agency's logo
- Matching second page stationary that would not require any artwork
- Various sized business envelopes
- Business cards
- Forms

6. QUANTITIES

Approximate Usage: See Exhibit A: Print Samples, it is an estimate of annual quantities. Approximate usage does not constitute an order, but only implies the probable quantity DCTA will use. Print services will be ordered on an as-needed basis. Miscellaneous print jobs in limited quantities ranging from one to 10,000 pieces. The exact quantities and products will change based upon business necessity and cannot be predicted with exact certainty.

DCTA is seeking proposals that will identify quantity price discounts at pre-determined levels for standard and non-standard print jobs using both camera-ready copies supplied by DCTA as well as artwork designed and maintained by the selected proposer.

Over Runs: DCTA shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies order. Any over-runs delivered to the DCTA shall be considered as a donation and no additional fees will be allowed and/or paid.

7. TECHNOLOGY CAPABILITIES

Contractor shall have the technology capabilities required to perform the proposed activities in this RFP. At a minimum, contractor shall have capability to submit invoices electronically. If the contractor can provide electronic ordering and tracking capabilities, please specify. In addition, contractor should describe all their technological capabilities related to printing services.

8. PRINT GRAPHIC FILES

DCTA will provide digital art files electronically either via email or a Dropbox link. All art files are

created using the following Mac and PC-based software programs (Adobe Creative Suite 6 (CS6) or high-resolution PDF).

The contractor shall be able to accept and use the data provided on any of the above software programs. PDF files require a full version of Adobe Acrobat by the contractor and shall be able to modify all file formats provided by DCTA to make corrections at proofing stage.

Contractor will evaluate the digital files upon receipt and immediately notify DCTA, within 24 hours or less of its receipt, of any problems encountered with those files. The contractor will provide trapping of colors, adjust files to secure highest quality of printing from press and stock and adjust files for creep to ensure proper trimming/finishing.

Artwork: All artwork, layouts, plate negatives, proofs, and all CD's (data and image) shall become the property of DCTA. Upon request, a copy of all artwork and/or data referenced in this article shall be delivered to DCTA within seven (7) working days.

9. PRESS CAPABILITIES

Colors/Inks/Effects: Exact color(s) will be identified within each project specification. Each project will specify one-color or four-color process printing [CMYK], using Solvent or UV inks, laminates or flood UV coatings, bleed or non-bleed. Standard ink densities as established for printing shall be maintained. The majority of signage projects in this contract are exposed to outdoor elements (weather, cold, heat, humidity, sun, rain, wind, etc.).

10. PAPER STOCK / SUBSTRATE

The substrate(s) and finishes will be specified per project. Stocks such as, but not limited to:

- Book/text stock
- Cover stocks
- Styrene or ridged plastic (polyethylene materials)
- One-way window film
- Coroplast
- Foam core board
- Transit (changeable and permanent) vinyl (3M series, Flexcon Busmark, Avery products accepted)

Each job order will specify stocks and finishing necessary. DCTA would like the opportunity to work with the chosen contractor to identify a "brand standard paper stock" that will be used on agency printing materials at no extra cost with a stock guarantee and suitable substitute paper stock if "brand standard paper stock" is not available.

11. PROOFING AND ALTERATIONS

- Proofs are required on all printing jobs. PDF proofs will be acceptable on most print jobs showing final dimensions, content, and layout to represent final product.
- Proofs for budget books: An initial digital proof, a second edited digital proof if needed and a paper proof for final approval. This is a minimum, the department will make changes as the project requires.
- If a hard copy proof is required, it will be specified at the time of order and take a maximum of four (4) business days to be sent to DCTA for review for no additional charge.
- When hard copy proofs are required, the Contractor shall provide press matchable proofs for approval prior to printing at no additional charge or provide cost-effective option. Proof(s) shall represent final color and quality of finished product.
- The color proof can be at a smaller size but shall be on specified substrate.
- The contractor shall consider additional time required for handling proofs and making changes in order to complete printing and delivery by a specified date.
- Contractor shall also account for the cost to ship proofs to DCTA and the cost to ship back to the contractor, via a prepaid shipping label, when estimating each job.
- DCTA will require 24 hours to review proofs for each print job.

Alterations for Proofs

- The contractor may be required to make minor type or image alterations at blue line stage (after final art submitted). These changes will be minimal type changes (i.e., spelling, grammar etc.) or image change(s).
- The contractor shall provide an hourly production charge, in addition to the cost for the new proof, shall be included on the fee schedule, if necessary.
- Second proofs will be provided to DCTA electronically.
- If changes are required by DCTA after printing plates are produced, the contractor shall provide additional cost(s) to remake the plate(s), shall be included on the fee schedule.

12. PRINT QUALITY

The highest quality printing is required. Printing is to be produced in register, without defects such as but not limited to:

- Hickeys
- Streaks
- Scratches
- Ghosting on images
- Water spots on solids or images.

Solids are to be smooth, full coverage with even inking without streaks on solid color or images, and no banding on graduated tones. Industry standards for ink density shall be maintained for specified substrate/stock(s). The appropriate amount of ink on substrate is required. The contractor shall provide correct trimming, die-cutting, and binding as detailed within each project work order.

13. FINISHING / BINDERY

Finishing will be identified within each project specification such as, but not limited to:

- UV laminate
- Adhesive-backed
- Mount or applied to other substrates
- Glued spine
- Wire-o or plastic coil bindery
- Final trim
- Drilled
- Grommets
- Velcro

14. PACKAGING & LABELING OF CARTONS

Each sealed carton will be labeled on the top and all sides, so the labels are clearly visible when delivered.

Each carton will be labeled with the job name, description, and quantity per package.

15. DELIVERY & INSTALLATION

Contractor shall provide for the delivery services. Delivery is required to one up to four local addresses within the DCTA service area. Variances will be detailed on project order specifications.

Deliveries may be made Monday through Friday, excluding DCTA holidays, and will be accepted between the hours of 9 a.m. and 4 p.m. to the address provided at the time of order.

Inside delivery is required on all orders and shipments to the DCTA administrative office and Downtown Denton Transit Center (DDTC). Deliveries to the rail and bus facilities may use the vehicle maintenance bays. For larger print jobs that need to be shipped by freight, the freight terms shall be FOB destination, prepaid.

Proposer shall provide for the pickup and delivery of print projects to their contractor's place of business of any services required to be completed at another location. All costs shall be included on the fee schedule.

DCTA Administrative Offices

1955 Lakeway Drive
Suite 260
Lewisville, TX 75057

DCTA Rail Operations and Maintenance Facility

640 TX-121 BUS
Lewisville, TX 75067

DCTA Bus Operations and Maintenance Facility

1101 Teasley Lane
Denton, TX 76205

DCTA Downtown Denton Transit Center

604 E Hickory Street
Denton, TX 76205

16. PRINT SIGNAGE INSTALLATION SERVICES

Proposer shall be equipped with staff and skill to install materials on the agency's vehicles. See below for more details to provide pricing for the following:

Installation for Rail Vehicle and Platform Decals/Signage (Interior and Exterior)

- Four hours for installation (timing may vary based on project – this is an estimate)
- Include the preparing of surface, installation and clean up as well as drive time to and from installation site

Installation for Bus/Van Wraps and Decals (Interior and Exterior)

- Six hours for installation (timing may vary based on project – this is an estimate)
- Include the preparing of surface, installation and clean up as well as drive time to and from installation site to be provided by DCTA

17. CUSTOM WORK: BUDGETARY LINE ITEMS

Within this contract there will be a need for custom print project(s), and, on occasion, there is a need for a "special" design and format. These custom projects will utilize the printing inks, paper stocks and equipment needed for all finishing and bindery treatments referenced in this Scope of Work.

These print projects may not be identified in the schedule of specific print examples required under this contract but are capable of being produced within all printing elements identified in this Scope of Work.

18. ORGANIZATION AND PERSONNEL REQUIREMENTS

DCTA is seeking printing companies with the requisite skills and abilities to perform the services. The selected companies Proposers shall have a minimum of three (3) years of experience providing printing services as a turn-key printing facility, producing quality printing.

DCTA reserves the right to conduct a site visit at any time of the proposers' and/or subcontractors' printing or finishing facility.

- Proposer shall have 100% control of scheduling for their printing facility being used for this contract.
- Proposer shall have a satisfactory record of performance for contracts of a similar scope.
- Proposer shall have adequate financial resources and demonstrate financial stability.

- Proposer shall include any credentials from any certifying organization that attest to the capabilities of the organization or of any of the individuals employed by the organization that will be working on the proposed project.
- Proposer shall operate a minimum of one shift, five days per week (two shifts are ideal).
- Proposer shall have pre-press capabilities from pre-flight of files to proofing stage to direct-to-print in-house.
- Proposer shall provide color calibrated proofs matchable on press/printing equipment.
- Proposer shall include descriptions of the services it proposes to provide in completion of the Services. In addition, proposers shall include descriptions of any services not listed in this section that proposer is willing to provide.

19. FEE SCHEDULE INSTRUCTIONS

DCTA is looking for a printer who has specialized experience in the following types of printing:

- Offset Printing
- Digital Printing
- Specialty/Signage/Large Format Printing

PRICE BREAKS:

- Proposers shall provide a price for each item and price breaks for multiple quantities listed on Exhibit A: Print Samples.
- Proposers shall provide the specific brand of substrate being quoted.
- Proposers shall provide shipping charges and all other fees applicable for any of the items on Exhibit A: Print Samples.
- Proposers shall provide all installation fees.

Contractor to utilize the most cost-effective and quickest type of printing (offset, digital, etc.) that will deliver quality print materials to DCTA in the time specified for each project at no extra cost.

PROPOSAL SUBMITTAL INFORMATION

The response shall be submitted online through Bidsync, at www.bidsync.com, proposals received via email shall not be considered. Proposals submitted to DCTA administrative office may not be considered, due to the current pandemic all proposals shall be submitted electronically as stated above.

DCTA shall requires hard copies of any print samples to be proposed from the list Exhibit A: Print Samples to be mailed or delivered to the DCTA Administrative office address on or before the due date of the proposals. See TAB 6. PRINT SAMPLES.

DCTA is receiving submittals via electronic means in unbound volumes on standard 8½"x11" standard paper. All information shall be assembled and indexed in the order described below. The proposal shall not exceed 50 single sided pages. 25 double sided pages. Only hard copies of the print samples shall be submitted and considered because of the need to evaluate the technical makeup of the samples. Additional information is included in section 6. Print samples.

The page count shall not include:

- Cover Letter (maximum two pages)
- 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

Proposals shall be prepared simply and economically, providing a straight-forward, concise description of contractor's capabilities to satisfy the requirements. The submission of technical literature shall be prepared in a simple and easy-to-read format.

TAB 1. COVER LETTER

Proposals shall include a cover letter not exceeding two pages in length. The cover letter should:

- 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.
- Summarize the key points of the proposal
- Describe the respondent's approach to the project as well as key personnel and project manager.
- 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 2. TABLE OF CONTENTS

A table of contents should be included as the second page of the proposal with each section of the proposal included and with a page number for the first page of each section.

TAB 3. QUALIFICATIONS AND EXPERIENCE AND PERSONNEL

- Provide contact information, including how long you have been in business, proof of business through Certificate of Formation of Fact and the specific services you provide.
- Provide a brief narrative description of the company background, history and why you're qualified to provide the services described.
- Describe the organizational structure of the company identifying key personnel who will be assigned to this project. Detail their experience in work related to the proposed assignment.
- Specify the Project Manager who will serve as a contact person.
- Provide resumes and job descriptions for all individuals proposed to participate in the project.
- Provide copies of certifications of any individual whose job description requires a certification.
- In this section, also state the intention, if that is the case, to utilize subcontractors to perform any of the work for this project. For each subcontractor, provide the name and address of the subcontractor, a description of the work the subcontractor will provide, and whether the subcontractor will assist in fulfilling the goals for inclusion of minority, woman, or disabled owned businesses.
- Organizational charts may be used to support appropriate aspects of this narrative and included in your proposal.

TAB 4. PROJECT APPROACH

Provide a detailed summary of how the proposer intends to provide the required services to accomplish the Scope of Work and individuals responsible for the deliverables. The responsibilities of any subcontractors, if any, should be clearly noted. It shall be based on the project understanding and Scope of Services but provide additional detail on the process to be used in delivering these services.

- Provide a proposed process needed to satisfactorily meet the objectives established in this RFP.
- This section should provide a description of the project plan and timeline for services you would expect to provide (e.g. how long it would take for your company to fill typical printing requests orders).
- Briefly describe quality assurance and control procedures to ensure quality, budget, and schedule control of the project. Failure by the selected firm or team to ensure quality, budget and schedule control of the project will adversely affect the award of contract extensions.
- Describe customer service process on print project status and delivery.
- Provide a statement of the service(s) that differentiate your firm from other respondents.
- Proposals shall describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to DCTA.

TAB 5. PROPOSER'S REFERENCES

- Identify and briefly describe related work completed in the last three years. Include a minimum of three client names; the name, phone number, email address of a contact person providing the reference; a description of the nature of the work, and the size and complexity of the project. Include the length of time you have worked with each company. DCTA prefers at least one of the references provided be in the public sector.
- Call out any staff assigned to referenced project who would work with DCTA. Describe only work related to the proposed effort and include any examples of similar work in governmental or nonprofit organizations. Include evidence of satisfactory and timely completion of similar work performed for past projects. Past work experience with DCTA will be considered.
- DCTA may contact and evaluate the references; contact any proposer to clarify any response; contact any current users of a proposing firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

TAB 6. PRINT SAMPLES

DCTA shall requires hard copies of any print samples to be proposed from the list Exhibit A: Print Samples to be mailed or delivered to the DCTA Administrative office address on or before the due date of the proposals.

- Provide samples of each item proposed on the Exhibit A: Print Samples:
- Include quality print samples from current clients (variety of collateral such as brochures, flyers, rack cards, etc.)

DCTA Administrative Offices

1955 Lakeway Drive
Suite 260
Lewisville, TX 75057

TAB 7. PRICING

The proposed pricing shall include all costs necessary to fully complete the project. Provide the price schedule that would apply for each of the years of the term. Explain any additional expenses not covered by the price schedule for which DCTA would be billed. 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:

- Provide a detailed listing and narrative (if needed) of all fees for the services outlined in Exhibit A: Print Samples (sample offset and digital printing requests) of the scope of work and include details on any other fees or charges that apply.
- Provide pricing for each item and items with graduated quantity levels listed on Exhibit A: Print Samples:
- Discuss any creative pricing or payment options to best need DCTA's stated budget.

TAB 8. 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:

Required forms shall be included in Tab 8:

1. Bidder's Questionnaire
2. Non-Collusion Affidavit
3. Conflict of Interest Questionnaire
4. 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.

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 DCTA'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 shall 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 email 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 shall be responsive to the RFP, and DCTA shall 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.

The 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

A committee of DCTA staff will evaluate the responses and will make a recommendation for award based on the best value to the agency. DCTA intends to use the “best value” selection process for this procurement. A combination of technical and price factors will be used to determine the offer deemed most advantageous and of the greatest value to the agency. DCTA will score each response based on four objectives. Each printer will be reviewed, and scores will be assigned per levels listed below.

3. SCORING CRITERIA WEIGHT

FIRM AND PERSONNEL EXPERIENCE (15%)
Experience of the company and its staff in providing the products and services for projects of similar nature; experience working with public agencies; projects similar in type and scope that have been completed by the respondent in recent years will be evaluated.
PROJECT APPROACH (35%)
<p>Understanding of project requirements; how the project approach will meet the project requirements; overall quality and detail of the proposed project approach; logic, clarity and specificity of the project approach and proposed project management. When scoring, DCTA will give special attention to the following criteria:</p> <ul style="list-style-type: none"> • Overall quality, customer service, location, and facilities the printer owns • Type(s) and number of press(es) • Capabilities (offset, digital, signage) • Project management capabilities • Willingness and ability for contractor to discuss upcoming projects, provide samples, and assist with crafting project specifications

PRINT SAMPLES (25%)

Provide various samples demonstration printing for projects of similar nature. When scoring, DCTA will give special attention to the following criteria:

- Quality of printing samples
- Color – Vibrant and sharp; contrast in color; degree of tones in an image (ranging from highlight to shadow)
- Ink's appearance on paper (no spots)
- Is the sample color clean, or are there areas where the ink splatters and blotches?
- Are the traps clear, or do you notice traps around images?
- Project form – Quality of the binding, bleeds, die cuts, scores, and folds.
- Paper choice – Does the printing show off the high image quality with sharp and clean color? Is the type clear and easy to read?
- How many samples were attached? Did the samples reflect several types of printing projects?
- On one- or two-color samples, are the levels of color sharp and crisp?
- Are the black inks solid black?

COST PROPOSAL (25%)

The reasonableness and adequacy of the proposed price, as compared to the other price proposals submitted for the project.

TOTAL WEIGHT OF 100%

4. INTERVIEWS

The evaluation committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews/discussions and/or Site visits 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 a single firm and reserves the right to award to multiple firms. 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

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 emailed to the following e-mail address:

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 <https://www.fdic.gov/regulations/resources/minority/mdi.html>

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-VI 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
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000

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

Texas Statutory Limits with Employer's Liability 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 Business Automobile Liability policies shall be endorsed to name DCTA, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability policies 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 herein.

NO COMMENCEMENT WITHOUT COVERAGE:

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

CERTIFICATES:

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

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

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



BIDDER'S QUESTIONNAIRE

<p>1. Name of Contractor ("Business", herein)</p> <input type="text"/>		<p>19. Is any litigation pending against the Business?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>2. Doing Business As (other business name if applicable)</p> <input type="text"/>		<p>20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>3. Federal Tax ID Number</p> <input type="text"/>		<p>21. Has the Business ever been a defaulter, as principal, surety or otherwise?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>4. Business Mailing Address (include City/State/Zip Code)</p> <input type="text"/>		<p>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?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>5. Business Email Address</p> <input type="text"/>		<p>23. Is the Business in arrears upon a contract or debt?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>6. Business Telephone</p> <input type="text"/>	<p>Business Fax Number</p> <input type="text"/>	<p>24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>7. Business Type</p> <input type="text"/>		<p>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?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>8. Number of Years in Business</p> <input type="text"/>		<p>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).</p> <p>DCTA reserves the right to inquire further with respect thereto</p> <input type="text"/>							
<p>9. <u>Annual Gross Revenue</u> for the past three years (M = Millions)</p> <p> <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+ </p>		<p>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).</p> <input type="text"/>							
<p>10. Number of Employees</p> <p> <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+ </p>		<p>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.</p>							
<p>11. Is Business a DBE Firm?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No									
<p>12. Is Business Owned by Minority Ethnicity?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No									
<p>13. Ethnic Group</p> <table border="0"> <tr> <td>Black American</td> <td>Subcontinent Asian American</td> </tr> <tr> <td>Hispanic American</td> <td>White/Caucasian</td> </tr> <tr> <td>Native American</td> <td>Asian Pacific American</td> </tr> <tr> <td>Other</td> <td></td> </tr> </table>			Black American	Subcontinent Asian American	Hispanic American	White/Caucasian	Native American	Asian Pacific American	Other
Black American	Subcontinent Asian American								
Hispanic American	White/Caucasian								
Native American	Asian Pacific American								
Other									
<p>14. Woman Owned?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="text"/>							

15. Veteran Owned

☐ Yes ☐ No

Printed Name

16. Type of Work Performed

☐ Manufacturing ☐ Professional Service
☐ Retail ☐ General/Technical Service

Title

17. Has the Business, or any officer or partner thereof, failed to complete a contract?

☐ Yes ☐ No

Signature of owner

18. Has the Business ever been declared "Not Responsible"

☐ Yes ☐ No

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**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government 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.

Date Received

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

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the

answer to A, B, or C is YES.)

This section, items 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ YES

☐ NO

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

☐ YES

☐ NO

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

☐ YES

☐ NO

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date



LIST OF REFERENCES FOR SIMILAR PROJECTS

Bidder/Proposer shall submit references for projects in similar size and scope. DCTA may contact these references in determining the qualifications of the bidder/proposer.

1.	PROJECT:	<input type="text"/>	<input type="text"/>
	DATE OF COMPLETION IF APPLICABLE:	<input type="text"/>	<input type="text"/>
	CONTACT PERSON:	<input type="text"/>	<input type="text"/>
	COMPANY NAME:	<input type="text"/>	<input type="text"/>
	ADDRESS:	<input type="text"/>	<input type="text"/>
	TELEPHONE NUMBER:	<input type="text"/>	<input type="text"/>
	FAX NUMBER:	<input type="text"/>	<input type="text"/>
	EMAIL ADDRESS:	<input type="text"/>	<input type="text"/>
	PROJECT BUDGET:	<input type="text"/>	<input type="text"/>
2.	PROJECT:	<input type="text"/>	<input type="text"/>
	DATE OF COMPLETION IF APPLICABLE:	<input type="text"/>	<input type="text"/>
	CONTACT PERSON:	<input type="text"/>	<input type="text"/>
	COMPANY NAME:	<input type="text"/>	<input type="text"/>
	ADDRESS:	<input type="text"/>	<input type="text"/>
	TELEPHONE NUMBER:	<input type="text"/>	<input type="text"/>
	FAX NUMBER:	<input type="text"/>	<input type="text"/>

EMAIL

ADDRESS:

PROJECT

BUDGET:

3.

PROJECT:

DATE OF COMPLETION IF

APPLICABLE:

CONTACT

PERSON:

COMPANY

NAME:

ADDRESS:

TELEPHONE

NUMBER:

FAX NUMBER:

EMAIL

ADDRESS:

PROJECT

BUDGET:

4.

PROJECT:

DATE OF COMPLETION IF

APPLICABLE:

CONTACT

PERSON:

COMPANY

NAME:

ADDRESS:

TELEPHONE

NUMBER:

FAX NUMBER:

EMAIL

ADDRESS:

PROJECT
BUDGET:

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:

Title:

Date:

EXHIBIT A: PRINT SAMPLES

This chart provides examples of the type of order to be placed and the quantity represents the typical number of pieces printed per order.

Offset / Digital Printing

Project Description	Size	Paper /Substrate	Printing /Binding /Folding	Qty
Brochures	8.5"x11"	80# book with the satin aqueous coating	4/4 with bleed, Tri-fold	2,500
Large Brochures	17"x11"	80# Pro digital silk book	4/4 with bleed, Tri-fold	2,500
Rack Cards	3.5" x 8.5"	14pt cardstock	4/4 with bleed	2,500
Community Surveys	11"x17" or 11"x 14"	24# stock paper	4/4 no bleed, if 11x17: folded booklet style to 8.5 x 11	2,500
Passenger Surveys	5.5" x 8.5"	80# cover uncoated	4/4 with bleed	7,500
Direct Mail	7"x5"	80# cover	4/4 with bleed	2,500
Utility Bill Inserts	3.5"x8.5"	100# text	4/4 with bleed	17,000
Small Route Guides	8.5"x14"	60# white opaque smooth text	4/4 with bleed, Trim, fold to final size of 8.5"x3.5"	500-5,000
Large Route Guides	17"x14"	60# white opaque smooth text	4/4 with bleed, Trim, fold to final size of 8.5"x3.5"	500-5,000
Handouts	8.5" x 11"	100# gloss text	4/4 with bleed	1,000
Seat Drops	4.25" x 5.5"	80# gloss cover	4/4 with bleed	2,500
Connect Ticket	2"x4 1/4"	Blue Security paper	Books of 10 tickets	1000
Access Ticket	2"x4 1/4"	Green Security paper	Books of 10 tickets	1000
Promotional Fare Media	3.375" x 2.125"	Plastic with rounded corners, CR80.30 Mil Graphic Quality PVC Cards, same size and thickness as a credit card, CR80 30 mil graphic-quality PVC cards are also known as CR8030, CR80.030 or 80.030-GQ-WH	4/4 with bleed	150
Informational/Promotional Cards (GO Request, Free Rides, etc.)	3.5"x2"	100# Business Cards	4/4 with bleed	5,000
Customer Courtesy Cards	8.5" x 5.5"	67# Green Cardstock	4/4 no bleed	1,000
A-train User Guide (Z-fold/accordion fold)	7" x 3" (final size 4.2" x 3")	60# silk w/ matt	Pocket Size - accordion fold 7 column / 3 panel final size 4.2 x 3	1,000 - 2,000

Administrative Prints

Project Description	Size	Paper /Substrate	Printing	Qty
Business Cards	3" x 2"	100# Cover Bright White Matte Vellum Finish	4/4 with bleed	250 / 500
Letterhead	8.5" x 11"	70# Vellum Bright White	4/0 with bleed	1,500
Letterhead 2 nd Sheets	8.5" x 11"	70# Vellum Bright White	N/A	1,500
Envelopes	#10 Envelope	70# Vellum Bright White	4/0 with bleed	1,500
Accounting Envelopes	#10 Envelope	White Security Envelope, one window bottom left hand side with self-adhesive closure	Printed on the top left with the DCTA logo and the return address in all black	2,000

Signage / Decals

Project Description	Size	Paper /Substrate	Printing	Qty
Windscreen Decals	61"x13" or 37.5"x13"	Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type material	DigitalVinylPrint-FullColor& UV Laminate4/0withbleed	36
Shelter Promotional Decals	17.5"x79.5"	6milPVCPerforatedWindow Film,1 YearDurability,50% Vinyl - 50% Holes	4/0 Full Color Digital Printed	2
Window Decals / Clings	8.5" x 11"	Opaque static cling	4/0 with bleed	125
Window Decals / Clings	12"x12"	Full color static cling		
Rail Cards	18" x 11"	.030 styrene	4/0 color directly on product	50
Extended Rail Cards	36"x11"	.030 styrene	4/0 color directly on product	50
Hot Items Posters	18" x 24"	100# gloss cover	4/0 with bleed	4
DDTC Kiosk Posters	22" x 28"	100# gloss cover	4/0 with bleed	12
DDTC System Map	72" w x 48"t	.030 Polystyrene	4/0 color directly on product	1
Windscreen Signs	61" x 46.5"	.030 Polystyrene with UV Protection	4/0 color directly on product	5
Rail Kiosk Signage	24" x 36"	.030 Polystyrene with UV Protection	4/0 color directly on product	9
Shelter Signage	34" x 23"	.030 Polystyrene with UV Protection	4/0 color directly on product	45
Presentation Boards	30 x 40 or 36 x 48	white foam core board - 1/4"	4/0 - with bleed	5
TVM Signage (sides)	11" x 17"	.0125ml styrene	4/0 digital print with UV inks and/or UV laminate on product	20
TVM Signage (Header)	26.5" x 7.125"	.015ml styrene	4/0 digital print with UV inks and/or UV laminate on product	10
TVM ID Label	14.375" w x 3.75"	Sub-surface printed on .010 or .020mlEPCVelvetMatteLexan (Type 8B35) plus 3M 468 Hi performance VHB adhesive (.005 inch)appliedtofullback sideof labelwitha release liner	4/0 color directly on product	10
Bus Stop Blade Decals	7.0" x 5.575"	Base Application Film: Reflective Sheeting with the following properties: Film Type: Composite, Film Opacity: Opaque, Adhesive type: Pressure activated, positionable, Adhesive color: Clear, Liner: 94 pound, polyethylene-coated paper, Suitable application surface: Flat, moderately curved or corrugated surfaces with or without rivets, Suitable application substrates: Aluminum, GRP, stainless steel, paint. Liner must be scored verticallyinthe centerforeasy peel off. Reflective sheeting shallmeettherequirements of ASTM D 4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS-8111 forttypell Anti-Graffiti coatings.	ColorswillbegovernedbyPMS industry standards, white background, Colors: Blue Pantone 541C and Green Pantone 356C, Fonts: Helvetica Neue 77 Bold Condensed, Corner Cuts: Square Corners, all materials, fabrication, application and removal process will be governed by current ASTM product specifications. Screen Printing Inks: Reflective and transparent, Overprint Clear Coat: Dirtresistant,Backscore: Vertical and Center	100

Where's My Ride Stop ID Decals	3.19"X1.98"	Digital Vinyl Print, Full Color, UV Laminate, Reflective	Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background	100
Where's My Ride Instructional Decals	1.5" x 4"	Digital Vinyl Print, Full Color, UV Laminate, Reflective	Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background	100
Vehicle Phone Number Decals	6" Tall	Kiss Cut Vinyl for exterior installation	940-243-0077 white	25
Vehicle Logo Decals	22.25" x 10.25" or 20" x 6"	Kiss Cut Vinyl for exterior installation	DCTA Logo, Green: PMS3435, Gold: PMS7406	50
Vehicle Number Decals	5" Tall	Kiss Cut Vinyl for exterior installation	Black	50
Shelter Logo Decals	10" x 4"	Vinyl for exterior installation	Each decal shall be individually cut for ease of installation, White	50
Facility Signage No Smoking, No Trespassing, etc.	12" x 18"	63 mil rust-resistant aluminum and may be made of recycled materials. Reflective sheeting shall meet the requirements of ASTM D 4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS-8111 for type II Anti-Graffiti coatings	graffiti-resistant clear coat, unpunched, rounded corners	30
Bus Stop Blades	18" x 24" 12" x 12"	1" radius corners, 3M reflective white vinyl laminated base, 0.080 rust resistant aluminum, may be made of recycled materials	White reflective background, double sided and have 3 translucent PMS colors + clear. Reflective sheeting shall meet the requirements of ASTM D 4956, type I retroreflective sheeting, with Class 3 adhesive. Clear coating shall meet the requirements of TxDOT DMS- 8111 for type II Anti-Graffiti coatings, unpunched, rounded corners, All lettering and logos will be applied via silk-screening or of a durable method to minimize fading, peeling or otherwise not maintaining the integrity of the sign, PMS Colors: Green PMS3435C, Gold PMS7406C, Blue PMS541, Text: Helvetica Neue Condensed, Garamond, portrait orientation.	50-200
Promotional Sign Blades	18" w x 6" h	1" radius corners, 3M reflective white vinyl laminated base, 0.080 aluminum and/or fiberglass signs	double sided and all lettering and logos will be applied via silk-screening or in a durable method as to minimize fading, peeling and maintain the integrity of the sign	8

Forms / Books

Project Description	Size	Paper /Substrate	Printing /Binding /Folding	Qty
Budget Books	Covers: 8 1/2" x 11", Tabs: 9" x 11"	Covers&Tabs:130# Pro- Digital Silk Cover, Inside Sheets: 70# White Husky Offset	Cover & Tabs: 5 mil Gloss Laminate/Mylar Tab&Spine, Silver Wire-O Binding	30
CAFR Books	9" x 11"	110# Gloss Cover	Printing/Binding/Folding-5mil Gloss Laminate	30
Fare Citations	9.25" x 3.5"	Four-part multicolored carbonless books with cardboard wrap around scored and stapled cover with 25 sets per book. (Each set is equal to one citation, so each book will have 100 sheets in it.)	First part, white, labeled "Court Copy" will be perforated, Second part, yellow, labeled "Violator Copy" with backside printing will be perforated, Third part, pink, labeled "DCTA Copy" will be perforated, Fourth part, gold stays in the book (not perforated) and is labeled "Record Copy". Each citation will be individually numbered. Black and white, no color print. The perforation is on the left side of the ticket, by the DCTA logo. The cover is manila thicker stock. There is no printing or numbering on the cover of the books.	500
Bus Operations HR/Safety Handbooks	8.5" x 11"	Spiral bound, color cover and blank cover back (156 pages), Coil Binding (Card Stock) Black coil with blank white 100# cover back, Color Cover, 8.5 x 11 White Opaque Cover #100, printed on 1 side, Inside Pages, black and white, DOUBLE sided, 77 total pages, last page is single sheet for tear out, 8.5 x 11 White Bond #20, 77 sheets, copied on 1 side	4/4 no bleed	125
Student Manual (TSI Participant's Manual - Students)	8.5" x 11"	Color cover, White #100 Cover, printed 2 up on 1 side, Inside pages (double sided), 8.5 x 11 White Copy 20#, 171 sheets, copied on 2 sides, Blank Back, 100# matte cover.	4/4 no bleed	20
Pre-trip Books (Equipment Condition Report)	4.25 x 11	Two-part multicolored carbonless books with cardboard wrap around scored and stapled cover with 30 sets per book, First page White, Second page yellow.	No bleed, white #65 Cover	2,000
Road Call Forms		Two part multicolored carbonless	Sequentially numbered 2 page sets. White top copy thin paper, bottom card stock.	1,000

Question and Answers for Bid #21-09 - Print Services

Overall Bid Questions

There are no questions associated with this bid.

DataProse

Bid Contact **Rusty Steele**
wkcmurray@gmail.com
Ph 817-372-9965

Address **1122 W. Bethel Rd**
Coppell, TX 75019

Bid Notes **DataProse thanks you for the opportunity to submit our response for Solicitation #21-09.**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
21-09--01-01	Print Services	Supplier Product Code:	First Offer -	1 / fee	Y Y
	Supplier Notes: DataProse thanks you for the opportunity to submit our response for Solicitation #21-09.				
				Supplier Total	\$0.00

DataProse

Item: **Print Services**

Attachments

DataProse LLC Response to DCTA Solicitation 21-09 Print Services 6-11-2021.pdf

DataProse Pricing - Forms Books.xlsx

DataProse Pricing - Denton Signs.xlsx

DataProse Pricing - Denton Offset-Digital.xlsx

DataProse Pricing - Denton Administrative Prints.xlsx



DataProse appreciates the opportunity to present this response for the Printing Services, Solicitation #21-09 for:



June 11th, 2021



Print & Mail



eBusiness



**Marketing
Services**

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TAB 1: COVER LETTER

Geri Osinaike
Denton County Transportation Authority
1955 Lakeway Drive
Lewisville, TX 75057

Reference: Request for Proposals (RFP) 20-09 – Print Services

Dear Geri,

DataProse thanks you for the opportunity to submit our response to your Request for Proposal in support of The Authority's printing requirements as outlined in the RFP. DataProse understands what it takes to meet and exceed your expectations. Please note the following as it relates to our response:

- DataProse exceeds all the minimum requirements of the Authority's request for this Proposal. Our response has been developed with every effort to meet your unique needs for print services.
- DataProse is in receipt of all formal RFP related documents, including Addendum No. 1, dated June 3rd.
- DataProse is taking no exceptions to the terms, conditions, specifications, or other requirements listed in the RFP. In addition, DataProse will not be utilizing any sub-contractors in fulfilling the required services.
- DataProse complies with all insurance requirement coverage levels (see attached COI) and will provide the required endorsements should we be the chosen vendor.

We believe the key to success is building long-term relationships with our clients as not just a vendor, but a partner. DataProse offers decades of experience in the digital printing industry, including more than twenty-five (25) years serving the North Texas market. Although we are large enough to offer you comprehensive solutions, we are small enough to provide you with the one-on-one service and attention you should expect. I can personally assure you that DataProse will provide you with the highest level of quality and responsive service available in the market today.

Our team thanks you for the opportunity and we welcome your questions and input.

Best Regards,



Wes Hamilton
DIRECTOR BUSINESS DEVELOPMENT – DIGITAL PRODUCTS
DataProse, LLC
1122 W. Bethel Rd., Suite 100
Coppell, TX 75019
972-765-4524
whamilton@dataprose.com

TAB 3: QUALIFICATIONS AND EXPERIENCE AND PERSONNEL

EXECUTIVE SUMMARY

For over 25 years the DataProse team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. To exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with client specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

Below are some examples of what makes DataProse one of the leading providers of critical document management and print/mail services in the nation:

- Highest quality processing with secure and auditable processes.
- Online customer portal: dataprose.presswise.com, for file uploading, proofing, job tracking, payment processing.
- Full Service USPS Postal Unit (DMU).
- Experienced, professional programming, implementation and account management team.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

DataProse Location and Contact Information	
Corporate Headquarters:	1122 W. Bethel Rd., Suite 100
	Coppell, TX 75019
	(800) 876-5015 - Phone
	(972) 462-5428 - Fax
	Office hours: M-F, 8:00 AM – 5:00 PM CST / After-hours hotline: (888) 856-3185
	Production hours: M-F, 6:00 AM – 10:30 PM CST
	~50 employees
Primary Point of Contact:	Wes Hamilton
	(972) 765.4524
	whamilton@dataprose.com
Secondary Point of Contact:	Jennifer Jones
	(972) 462.5438
	jjones@dataprose.com

STAFF PROFILES

Bill Murray, C.E.O & Co-founder

DataProse Co-founder Bill Murray built a solid background in electronic printing and strategic account management during his 28-year career with DataProse, a leading innovator in bill presentment and direct mail. Prior to this, Murray was a top performer during his 14-year sales management career with Xerox Corporation. While at Xerox, he held management positions in the US Marketing Group. In addition to leading the sales organizations, Mr. Murray initiated and managed multiple strategic alliances. He holds a BS in Business Management from California Polytechnic University, San Luis Obispo.

Curtis Nelson, C.O.O & Co-founder

Curtis Nelson's 25-year tenure in the billing industry with DataProse includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for DataProse, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines. (PCI, NACHA, etc.)

Tony Yezerino, Production Manager

Tony currently manages the overall Production Operations at DataProse. In his 10+ year tenure with DataProse, he has managed several aspects of the production environment. He is well-versed in the operation, servicing and production scheduling & planning for many types of Digital Imaging, inserting and other ancillary equipment environments. (Including, Xerox, OCE Canon, Ricoh, MBO, Bell & Howell, Pitney Bowes, Document Data Solutions, and more). Tony was a critical team member as DataProse deployed its Automated Document Factory back in 2001. During a time when many operations had not yet begun to investigate ADF technology, Tony was helping DataProse implement this best-in-class technology.

Wes Hamilton, Director Business Development – Digital Products

For over 20 years Wes has partnered with North Texas-based companies to deliver solutions on printing, marketing mail and large format. Wes' goal is to provide the best customer service available in the marketplace, combined with highest quality print output at an economical price.

Jennifer Jones, Account Manager/Graphic Designer

With 20+ years working in the print industry, Jennifer has experience in all areas of printing. From Graphic Design to Customer Service, Quality Control and Production. She is able to evaluate and communicate any issues that arise. Thoughtfully provide solutions and confidently make decisions in the best interest of her client and the production team.

Matt Mitchell, Preflight/Order Entry

Matt has only worked in the printing industry his entire career spanning nearly 40 years. He has been involved and has experience in every aspect of printing. From client relations to conception and design, along with preflight, print, and finishing, he has always evolved along with the constantly changing printing procedures over the decades into the latest technological advancements.

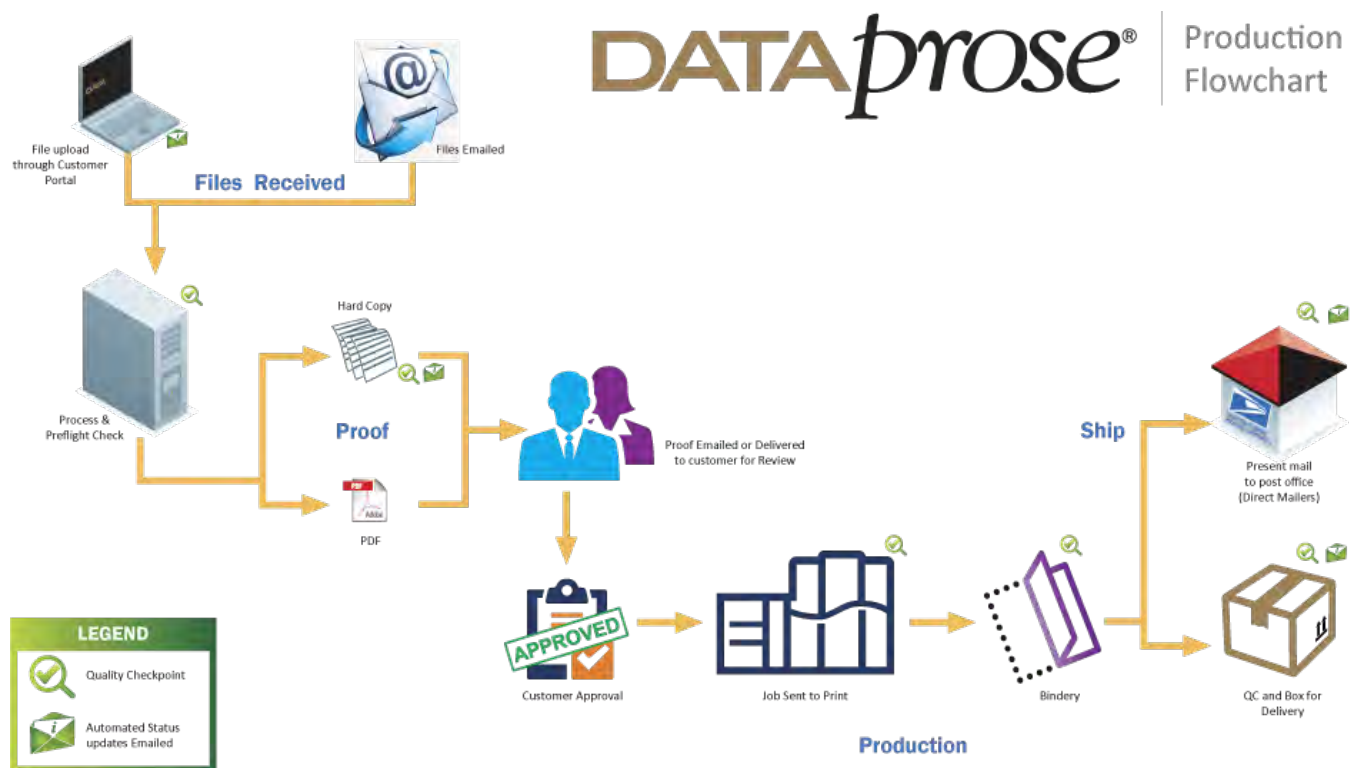
TAB 4: PROJECT APPROACH

PROCESS OUTLINE

Upon the receipt of your order, via email to Tripod@dataprose.com, the following process will begin:

- ✓ Preflight of artwork
- ✓ Files will be processed and prepared for print
- ✓ PDF proof will be sent to client for approval
- ✓ If hard copy proof is required, it will deliver to the customer within 48 hours
- ✓ After proof approval, the job will be sent into production (Standard turn is 1-3 days)
- ✓ Upon completion of the printing. The job will go through Quality Control
- ✓ Job is boxed and labeled for delivery or shipment
- ✓ An automated email will notify the customer that the job is complete.

DATAPROSE PRODUCTION FLOW CHART



DATAPROSE PRINTING SOLUTIONS

Equipment

Printers:

- Ricoh VC60000: Continuous Feed, Full-Color duplex print system with inline perfin.
- Canon (Oce) varioPRINT iX: Full-color digital press, cut-sheet print technology
- Xerox iGen 5 Print System: Full-color digital press, cut-sheet print technology
- Kodak Digimaster: Monochrome, cut-sheet print technology w/MICR capability
- Canon (Oce) Ultra 6250 w/BLM: Monochrome, high speed, cut-sheet print technology
- Riso ComColor 9150: Full-Color, cut-sheet technology
- Canon (Oce) Arizona 1360 XT: Full-Color, large format printer with Colex flatbed cutter

Inserters:

- Pitney Bowes Flowmaster. Highspeed intelligent insert systems, #10 and 6 x 9
- Pitney Bowes FPS. High speed intelligent insert systems; #10, 6 x 9 and 9 x 12
 - o All Pitney Inserters are equipped with DDS Camera Systems – iDataScan, for piece-level tracking

Lettershop and Binding:

- Horizon SPF-200 Booklet maker – two
 - o Staple and Saddle stitch
- Tec Lighting – UV Coater with feeder
- Rhin-O-Tuff – Collator (auto tabbing) with Auto Punch
- Duplo DC-645 - Slitter/Cutter/Creaser
- FujiPla Laminator

Variable Data / Full-Color Inkjet Printing

DataProse employs the most advanced Full-Color Inkjet Printer available in the marketplace. Designed to produce graphic communications at exceptional speeds, the Pro VC60000 delivers high speed inkjet output at up to 494 feet (150 meters) per minute with 600 x 600 dpi resolution. For jobs where image quality is critical, you can produce 1200 x 1200 dpi output at an impressive 164 feet (50 meters) per minute. Deliver over 100,000 Letter/A4 images per hour and up to 40 million impressions monthly.



DataProse also employs Xerox Highlight Color Laser Printers with the ability to print simplex or duplex statements in crisp 600x600 resolution!

For short run inserts, we utilize our Xerox iGen 5.



QUALITY ASSURANCE / GUARANTEED PERFORMANCE

The success of an alliance with DataProse would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-term excellence in customer service responsiveness, problem solving, and solutions.

DataProse has in place measures to ensure:

- QUALITY CONTROL
- AVAILABILITY AND UNINTERRUPTED WORK-FLOW
- ON-TIME DELIVERY
- PRICING AND CONTRACT ADHERENCE
- CORPORATE IDENTITY AND SPECIFICATION ADHERENCE
- STRICT DATA SECURITY AND CONFIDENTIALITY
- CUSTOMER SERVICE RESPONSIVENESS



After-hours Support and Escalation

DataProse after-hours support guarantee defined below:

<u>STANDARD PRODUCTION REQUESTS:</u>	<u>URGENT PRODUCTION REQUESTS:</u>	<u>AFTER-HOURS PRODUCTION REQUESTS:</u>
Contact your assigned Account Manager	Email – <u>DPList-FirstResponseTeam@dataprose.com</u> Phone – 972.462.5411	Email – <u>DPList-FirstResponseTeam@dataprose.com</u> Phone – 972.462.5411
Escalation Contact – Client Relations Manager 972.462.5405	Escalation Contact – Client Relations Manager 972.462.5405	IF NO RESPONSE IN 30 MINS, Call After-Hours HOTLINE 888.856.3185



SOC 2

Under our SOC 2 Type 2 Compliance, all processes are certified compliant and annually audited.

DATAPROSE QUALITY CONTROL PROCESS OVERVIEW

DataProse has constructed the Production Centers to have key checkpoints throughout the facilities where each job is evaluated, improving quality of products produced and operational efficiencies. First there are several manual checks where a print operator may stop and review the output for errors, streaks, alignment, etc. Jobs are also cross checked by production managers and supervisors.

In summary, our zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer.

CONFIDENTIALITY & SECURITY

It is the policy of DataProse to ensure the privacy and security of our client's data. Destruction/disposal client data shall be carried out in accordance with federal and state law and as defined in the organizational retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation.

In order to protect all client data from an unauthorized access, DataProse systems are secured at many levels, including 128bit SSL encryption from multiple firewalls, physical and logical segregation of processing systems. Rights and roles are closely managed and monitored to ensure only those people and systems requiring access, are granted access.

Finally, DataProse has automated systems pruning non-essential data to ensure data that is not required, is not retained. Furthermore, the DataProse production facilities are card-key access controlled, 100% monitored by camera systems. DataProse off-site data centers are controlled in a similar manner with the added protection of biometric scanning access.

TAB 5: PROPOSER'S REFERENCES

Supplier Response Form



LIST OF REFERENCES FOR SIMILAR PROJECTS

Bidder/Proposer shall submit references for projects in similar size and scope. DCTA may contact these references in determining the qualifications of the bidder/proposer.

1. PROJECT:

 DATE OF COMPLETION IF APPLICABLE:
 CONTACT PERSON:
 COMPANY NAME:
 ADDRESS:

 TELEPHONE NUMBER:
 FAX NUMBER:

 EMAIL ADDRESS:
 PROJECT BUDGET:

2. PROJECT:

 DATE OF COMPLETION IF APPLICABLE:
 CONTACT PERSON:
 COMPANY NAME:
 ADDRESS:

 TELEPHONE NUMBER:
 FAX NUMBER:

 EMAIL ADDRESS:
 PROJECT BUDGET:

3. PROJECT:

 DATE OF COMPLETION IF APPLICABLE:
 CONTACT PERSON:
 COMPANY NAME:

4343 W Royal Lane, Suite 106 Irving, TX 75063

ADDRESS:

972-652-3739

TELEPHONE NUMBER:

FAX NUMBER:

masmith@flowserve.com

EMAIL ADDRESS:

PROJECT BUDGET:

4.

PROJECT:

Printing of marketing materials and bill inserts

2016 to present

DATE OF COMPLETION IF APPLICABLE:

Heidi Herboldsheimer

CONTACT PERSON:

City of Richardson

COMPANY NAME:

ADDRESS:

411 W. Arapaho Rd Richardson, TX 75080-4551

972-744-4102

TELEPHONE NUMBER:

FAX NUMBER:

Heidi.Herboldsheimer@cor.gov

EMAIL ADDRESS:

wkcmurray@gn

PROJECT BUDGET:

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **wkcmurray@gmail.com**Password **William K. Murray*

Save

Take Exception

Close

* Required fields

TAB 6: PRINT SAMPLES

DELIVERED ON: June 11, 2021

TAB 7: PRICING

Please refer to the uploaded/attached spreadsheets for full offering pricing.

List of Estimated Fees

Free Delivery to all DCTA Locations

Sign Installation:

Single Sided Installation - Labor per hour

Includes the drive time to and from site, preparation of the surface, installation and clean up

1-5 hours @ \$75/hr

6+ hours @ \$70/hr

Price Breaks

Price Breaks to be used on 21.5 SPECIALTY/SIGNAGE/LARGE FORMAT PRINTING
Range Discounts (Square Feet)

Range Min	Range Max	Discount
0.0	2.0	0.0%
2.0	10.0	10%
8.0	16.0	15%
16.0	24.0	20%
24	9999.99	25%

Volume Discounts (Quantity)

Volume Min	Volume Max	Discount
2.0	9.0	\$0
10.0	24.0	10%
25.0	49.0	12%
50.0	99.0	15%
100.0	249.0	17%
250.0	499.0	19%
500.0	2500	22%

Payment Options

Invoice submitted electronically when order ships

Dataprose Invoice will reference DCTA Purchase Order Number

Payment Terms - Net 30

TAB 8: ATTACHMENTS



BIDDER'S QUESTIONNAIRE

1. Name of Contractor ("Business", herein) DataProse, LLC.		19. Is any litigation pending against the Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Doing Business As (other business name if applicable) 		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 checked="" type="checkbox"/> No
3. Federal Tax ID Number 45-3370297		21. Has the Business ever been a defaulter, as principal, surety or otherwise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Business Mailing Address (include City/State/Zip Code) 1122 W. Bethel Rd., Ste. 100, Coppell, TX 75019		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 checked="" type="checkbox"/> No
5. Business Email Address whamilton@dataprose.com		23. Is the Business in arrears upon a contract or debt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Business Telephone 972-765-4524	Business Fax Number 972-462-5428	24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Business Type LLC		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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Number of Years in Business 27		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
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 checked="" type="checkbox"/> \$10M-\$16M <input type="checkbox"/> \$16M+		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). William K. Murray, 765 Arroyo Road, Los Altos, CA 94024
10. Number of Employees <input checked="" 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+		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.
11. Is Business a DBE Firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
12. Is Business Owned by Minority Ethnicity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. Ethnic Group Black American Hispanic American Native American Other Subcontinent Asian American White/Caucasian Asian Pacific American		
14. Woman Owned? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		William K. Murray

15. Veteran Owned

☐ Yes ☒ No

16. Type of Work Performed

☒ 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. Has the Business ever been declared "Not Responsible"

☐ Yes ☒ No

Printed Name

CEO

Title

William K. Murray

Signature of owner

6/9/2021

Date

bmurray@dataprose.com

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, William K. Murray, 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.

William K. Murray

Signature of Authorized Company Representative

William K. Murray, CEO

Name and Title of Authorized Company Representative

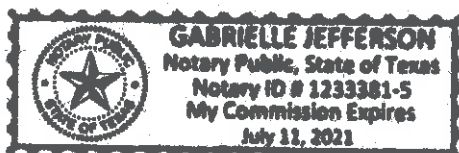
06/10/2021

Date

Subscribed and sworn to before me on June 10, 2021 (Date)

(Notary Seal)

Gabrielle Jefferson
Signature Notary Public



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity .

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government 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.

Date Received

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

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the

answer to A, B, or C is YES.)

This section, items 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ YES

☐ NO

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

☐ YES

☐ NO

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

☐ YES

☐ NO

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7

William K. Murray/DataProse, LLC has no current business with the entity.

Signature of person doing business with the governmental entity

6/11/2021

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:

Title:

Date:



June 3, 2021

ADDENDUM NO. 1

21-09

Print Services

Changes: No changes

Questions & Answers:

1. A list of all questions and their responses is attached.

Addendum 1 Attachments:

- Estimated Fees 20-07 Print Services
- Questions and Answers

Addendum must be acknowledged below and returned with the bid submittal. The underlined text is the addition or change. Some unchanged text from original solicitation is shown only for purposes of context. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.

Geri Osinaike, CPPO, CPPB
Senior Procurement Specialist

Acknowledged by: DataProse, LLC. William K. Murray Date: 6/9/2021
Firm/Representative

DATE (MM/DD/YYYY)

11/20/2020

CERTIFICATE OF LIABILITY INSURANCE

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 INSURICA TX Insurance Services, Inc. 2400 N Glenville Dr, Ste B125 Richardson, TX 75082	CONTACT NAME: Linda Moore	
	PHONE (A/C, No, Ext): (469) 443-3394	FAX (A/C, No): (844) 696-5539
	E-MAIL ADDRESS: Linda.Moore@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: Continental Insurance Company	
INSURED DataProse, LLC. 1122 W. Bethel Rd. Suite 100 Coppell, TX 75019	NAIC #	
	20443	
	35289	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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.

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			4031209640	12/1/2020	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031209833	12/1/2020	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	General Liability			652077472	12/1/2020	1/1/2022	Limit 3,000,000
B	Professional Liab.			652077472	12/1/2020	1/1/2022	Limit 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

**** INFORMATION ONLY ****

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



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Proposals (RFP) 20-09		
TITLE	Print 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	June 1, 2021 by 5:00 pm CST	RESPONSES TO QUESTIONS RELEASED	June 4, 2021 by 5:00 pm CST
DUE DATE/TIME	June 11, 2021 at 11:00 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 Periscope S2G 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	Geri Osinaike procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>1. Prior to the time and date indicated above, all proposals shall be received <u>electronically at www.bidsync.com</u></p> <p>2. Print Samples: Prior to the time and date indicated above, all print samples <u>shall be hand delivered or mailed to Procurement at:</u></p> <p style="margin-left: 40px;">DCTA 1955 Lakeway Drive, Suite 260 ATTN: Geri Osinaike SOLICITATION 21-09 Lewisville, Texas 75057</p> <p>Print samples received after the due time and date shall not be considered and will be returned unopened. The clock in the reception area of DCTA is the official time for receipt of samples. Samples 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 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 electronically 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	DataProse, LLC.		
CONTACT NAME	William K. Murray	TITLE	CEO
TELEPHONE	972-462-5477	EMAIL	bmurray@dataprose.com
ADDRESS	1122 W. Bethel Rd., Ste. 100, Coppell, Texas 75019		
SIGNATURE			DATE June 11, 2021

Forms & Books

Project Description

Budget Books (154 pgs + Covers, 5-bank custom laminated tabs)

CAFR Books (42pgs, Wire-O Binding)

Fare Citations

Bus Operations HR/Safety Handbooks

Student Manual (TSI Participant's Manual - Students)

Pre-Trip Books

Road Call Forms

Size	Paper/Substrate
11" Inside Sheets - 8.5" x 11"	130# Pro-Digital Silk - Tabs & Covers, 70# Offset - Guts
9"x 11"	110# Gloss Cover, 70# Offset
9.25" x 3.5"	4pt NCR, Manilla Wrap Around Cover, Stapled, 25 sets p
8.5" x 11"	100# Pro - Digital Cover, 20# Bond, Perf Sheet
8.5" x 11"	100# Pro - Digital Matte Cover, 20# Bond
4.25" x 11"	2pt NCR, Manilla Wrap Around Cover, Staples 30 sets p
8.5" x 11"	2Pt NCR

Printing/Binding/Folding	Qty	Unit Price
4/4 with Bleed, Mylar Tabs	30	\$487.98
4/4 with Bleed	30	\$250.27
White - Court Copy, Perforated, Yellow - Violator Copy with backside	500	\$1,849.55
4/4 no Bleed, Spiral Bound	125	\$416.23
4/4 no Bleed	20	\$262.32
4/0 No Bleed, 65# Cover	2,000	\$3,236.06
1/1 No Bleed, Numbered	1,000	\$321.14

Signage / Decals

Project Description	Size
Windscreen Decals	61"x13"
Windscreen Decals	37.5"x13"
Shelter Promotional Decals	17.5"x79.5"
Window Decals / Clings	8.5" x 11"
Window Decals / Clings	12"x12"
Rail Cards	18" x 11"
Extended Rail Cards	36"x11"
Hot Items Posters	18" x 24"
DDTC Kiosk Posters	22" x 28"
DDTC System Map	72" w x 48"t
Windscreen Signs	61" x 46.5"
Rail Kiosk Signage	24" x 36"
Shelter Signage	34" x 23"
Presentation Boards	30 x 40 or
Presentation Boards	36 x 48
TVM Signage (sides)	11" x 17"
TVM Signage (Header)	26.5" x 7.125
TVM ID Label	14.575" w x 3.75 2.75"
Bus Stop Blade Decals	7.0" x 5.575"
Where's My RideStop ID Decals	3.19"x1.98"
Where's My Ride Instructional Decals	1.5" x 4"
Vehicle Phone Number Decals	6" Tall
Vehicle Logo Decals	22.25"x 10.25 or
Vehicle Logo Decals	20x6
Vehicle Number Decals	5" Tall
Shelter Logo Decals	10" x 4"
Facility Signage No Smoking, No Trespassing, etc.	12"x 18"
Bus Stop Blades	12" x 12"
Bus Stop Blades	12" x 12"
Promotional Sign Blades	18"w x 6"h

Paper /Substrate
Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type
Single Sided: Full Color Digital Printed Low Tack Adhesive Vinyl, Graphics with UV Laminate, FATHEAD* type
6milPVCPerforatedWindow Film,1 YearDurability,50%
Opaque static cling
Full color static cling
.030 styrene
.030 styrene
100# gloss cover
100# gloss cover
.030 Polystyrene
.030 Polystyrene with UV Protection
.030 Polystyrene with UV Protection
.030 Polystyrene with UV Protection
white foam core board - 1/4"
white foam core board - 1/4"
.0125ml styrene
.015ml styrene
Sub-surface printed on .010 or
Base Application Film: Reflective Sheeting with the following properties: Film Type: Composite, Film Opacity: Opaq
Digital VinylPrint, FullColor, UV Laminate,Reflective
Digital VinylPrint, FullColor, UV Laminate,Reflective
Kiss Cut Vinyl for exterior installation
Kiss Cut Vinyl for exterior installation
Kiss Cut Vinyl for exterior installation
Kiss Cut Vinyl for exterior installation
Vinyl for exterior installation
63 mil rust-resistant aluminum and maybemadeofrecycled materials. Reflective sheeting shall meet the requireme
1" radius corners, 3M reflective white vinyl laminated base,
0.080 rust corners, 3M reflective white vinyl laminated base,
0.080 rust resistant aluminum may be made of recycled
1" radius corners, 3M reflective white vinyl laminated base,

Printing	
	DigitalVinylPrint-FullColor& UV Laminate 4/0withbleed
	DigitalVinylPrint-FullColor& UV Laminate 4/0withbleed
	4/0 Full Color Digital Printed
	4/0 with bleed
	4/0 color directly on product
	4/0 color directly on product
	4/0 with bleed
	4/0 with bleed
	4/0 color directly on product
	4/0 color directly on product
	4/0 color directly on product
	4/0 color directly on product
	4/0 - with bleed
	4/0 - with bleed
	4/0 digital print with UV inks and/or UV laminate on product
	4/0 digital print with UV inks and/or UV laminate on product
	4/0 color directly on product
ue, Adhesive type:	Colors will be governed by PMS industry standards, white background, Colors: Blue Pantone
	Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with white background
	Full Color Digital Printed Premium Vinyl Graphics with UV Laminate with
	940-243-0077 white
	DCTA Logo, Green: PMS 3435, Gold: PMS 7406
	DCTA Logo, Green: PMS 3435, Gold: PMS 7406
	Black
	Each decal shall be individually cut for ease of installation, White
nts of ASTM D 4956,	graffiti-resistant clear coat, unpunched, rounded corners
	White reflective background, double sided and have 3 translucent PMS colors + clear. Reflective
	White reflective background, double sided and have 3 translucent PMS colors + clear. Reflective
	double sided and all lettering and logos will be applied via silk-screening or a durable method

	Qty	Price/Each
	36	\$30.00
	36	\$19.00
	2	\$80.00
	125	\$2.25
	1	\$4.00
	50	\$4.00
	50	\$8.00
	4	\$15.00
	12	\$18.00
	1	\$80.00
	5	\$82.00
	9	\$20.00
	45	\$22.00
	5	\$30.00
	5	\$45.00
	20	\$5.00
	10	\$5.00
	10	\$5.00
541C and Green	100	\$5.00
d	100	\$2.10
	100	\$2.10
	25	\$2.10
	50	\$9.00
	50	\$7.00
	50	\$2.15
	50	\$2.15
	30	\$25.00
ective sheeting shall	50-200	\$45.00
ective sheeting shall	50-200	\$60.00
d as to minimize fading,	8	\$50.00

Sum

\$1,080.00

\$684.00

\$160.00

\$281.25

\$4.00

\$200.00

\$400.00

\$60.00

\$216.00

\$80.00

\$410.00

\$180.00

\$990.00

\$150.00

\$225.00

\$100.00

\$50.00

\$50.00

\$500.00

\$210.00

\$210.00

\$52.50

\$450.00

\$350.00

\$107.50

\$107.50

\$750.00

#VALUE!

#VALUE!

\$400.00

Offset/Digital Printing

Project Description

Brochures

Large Brochures

Rack Cards

Community Surveys

Passenger Surveys

Direct Mail (Price includes Address Printing, Postage, Mail Services, Shipping)

Utility Bill Inserts (Buckslips)

Small Route Guides

Small Route Guides

Small Route Guides

Large Route Guides

Large Route Guides

Large Route Guides

Handouts

Seat Drops

Connect Ticket

Access Ticket

Promotional Fare Media

Informational/Promotional Cards (GORequest, Free Rides, etc)

Customer Courtesy Cards

A-train User Guide (Z-fold/Acordion)

A-train User Guide (Z-fold/Acordion)

Size	Paper/Substrate
8.5" x 11"	80# Pro-Digital Text with Soft Touch UV Coating
17" x 11"	80# Pro-Digital Silk Text
3.5" x 8.5"	14pt C2S Cover
11" x 17" or 11" x 14"	24# Text
5.5" x 8.5"	80# Accent Opaque Smooth Cover
7" x 5"	80# Pro-Digital Gloss Cover
3.5" x 8.5"	100# Pro-Digital Text
8.5" x 14"	60# Accent Opaque Smooth Text
8.5" x 14"	60# Accent Opaque Smooth Text
8.5" x 14"	60# Accent Opaque Smooth Text
17" x 14"	60# Accent Opaque Smooth Text
17" x 14"	60# Accent Opaque Smooth Text
17" x 14"	60# Accent Opaque Smooth Text
8.5" x 11"	100# Pro-Digital Gloss Text
4.25" x 5.5"	80# Pro-Digital Gloss Cover
2" x 4.25"	Security Guard Plus Blue
2" x 4.25"	Security Guard Plus Green
	Plastic with rounded corners, CR80.30 Mil Graphic Quality PVC Cards, same size and thickness as a credit card, CR80.30 Mil Graphic-quality PVC cards are also known as CR8030, CR80.030 or 80.030-GQ-WH
3.375" x 2.125"	
3.5" x 2"	100# Pro-Digital Gloss Cover
8.5" x 5.5"	67# Springhill Green Cover
7x3 (final size 4.2" x 3")	80# Pro-Digital Silk Matte Coated Text
7x3 (final size 4.2" x 3")	80# Pro-Digital Silk Matte Coated Text

Printing/Binding/Folding	Qty	Unit Price
4/4 with Bleed, Tri-Fold	2,500	\$268.00
4/4 with Bleed, Tri-Fold	2,500	\$588.07
4/4 with Bleed	2,500	\$123.82
4/4 No bleed, Bi-Fold	2,500	\$202.24
4/4 with bleed	7,500	\$643.40
4/4 with Bleed	2,500	\$1,918.88
4/4 with Bleed	17,000	\$502.85
4/4 with Bleed, Trim, Folds to 8.5" x 3.5"	500	\$179.71
4/4 with Bleed, Trim, Folds to 8.5" x 3.5"	2,500	\$328.64
4/4 with Bleed, Trim, Folds to 8.5" x 3.5"	5,000	\$550.00
4/4 with Bleed, Trim, Folds to 8.5" x 3.5"	500	\$210.71
4/4 with Bleed, Trim, Folds to 8.5" x 3.5"	2,500	\$421.78
4/4 with Bleed, Trim, Folds to 8.5" x 3.5"	5,000	\$761.81
4/4 with Bleed	1,000	\$146.24
4/4 with Bleed	2,500	\$110.81
Books of 10 Tickets	1,000	\$192.00
Books of 10 Tickets	1,000	\$192.00
4/4 with Bleed	150	\$335.00
4/4 with Bleed	5,000	\$45.00
4/4 no Bleed	1,000	\$130.00
Pocket Size - Acordian Fold 7 Column/3 Panel Final, size 4.2x3	1,000	\$94.31
Pocket Size - Acordian Fold 7 Column/3 Panel Final, size 4.2x3	2,000	\$146.74

Administrative Prints

Project Description

Business Cards
Business Cards
Letterhead
Letterhead 2nd Sheets
Envelopes
Accounting Envelopes

Size	Paper/Substrate
3" x 2"	100# Mowhawk Vellum Finish - Radiant White
3" x 2"	100# Mowhawk Vellum Finish - Radiant White
8.5" x 11"	70# Cougar Opaque Vellum Text
8.5" x 11"	70# Cougar Opaque Vellum Text
#10 Env	70# Cougar Opaque Vellum Text
#10 Env	#10 Sec Window Simple Seal Blue Tint

Printing/Binding/Folding	Qty	Unit Price
4/4 with Bleed	250	\$36.00
4/4 with Bleed	500	\$58.00
4/0 with Bleed	1,500	\$318.00
N/A	1,500	\$130.00
4/0 with Bleed	1,500	\$385.00
1/0 no Bleed	2,000	\$360.00

Supplier: **DataProse****BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein) DataProse, LLC.		19. Is any litigation pending against the Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Doing Business As (other business name if applicable)		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 checked="" type="checkbox"/> No
3. Federal Tax ID Number 45-3370297		21. Has the Business ever been a defaulter, as principal, surety or otherwise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Business Mailing Address (include City/State/Zip Code) 1122 W. Bethel Rd., Coppell, TX 75019		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 checked="" type="checkbox"/> No
5. Business Email Address whamilton@dataprose.com		23. Is the Business in arrears upon a contract or debt? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Business Telephone 972-765-4524	Business Fax Number 972-462-5428	24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Business Type LLC		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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Number of Years in Business 27		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
9. <u>Annual Gross Revenue</u> for the past three years (M = Millions) <input type="checkbox"/> \$1M or Less <input type="checkbox"/> \$1M-\$5M <input type="checkbox"/> \$5M-\$10M <input checked="" type="checkbox"/> \$10M-\$16M <input type="checkbox"/> \$16M+		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). William K. Murray, 765 Arroyo Road, Los Altos, CA 94024
10. Number of Employees <input checked="" 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+		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.
11. Is Business a DBE Firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
12. Is Business Owned by Minority Ethnicity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13. Ethnic Group Black American Hispanic American Native American Other	Subcontinent Asian American White/Caucasian Asian Pacific American	
14. Woman Owned? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. Veteran Owned		Printed Name William K. Murray

☐ Yes ☒ No

16. Type of Work Performed

☒ 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. Has the Business ever been declared "Not Responsible"

☐ Yes ☒ No

CEO

Title

William K. Murray

Signature of owner

6/10/2021

Date

wkcmurray@dataprose.com

Email Address

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

Supplier: **DataProse**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.		OFFICE USE ONLY Date Received
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 th 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		
1	Name of person doing business with local governmental entity. N/A	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. N/A	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. N/A	

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		Page 2
5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or	

business relationship. 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 from the filer of the questionnaire?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

D. Describe each affiliation or business relationship.

6	Describe any other affiliation or business relationship that might cause a conflict of interest.
	N/A
7	
<p>William K. Murray / DataProse, LLC. has no current business with the entity . 6/9/2021</p> <p>Signature of person doing business with the governmental entity Date</p>	

Supplier: **DataProse**



LIST OF REFERENCES FOR SIMILAR PROJECTS

Bidder/Proposer shall submit references for projects in similar size and scope. DCTA may contact these references in determining the qualifications of the bidder/proposer.

1. PROJECT: **Printing of marketing materials - inventory management**
2010- Present
 DATE OF COMPLETION IF
 APPLICABLE: _____
Nikki Bassham
 CONTACT PERSON: _____
D.R. HORTON DFW EAST DIVISION
 COMPANY NAME: _____
 ADDRESS: **4306 Miller Road, Rowlett, TX 75088**
214-607-4244, ext. 5782
 TELEPHONE
 NUMBER: _____
 FAX NUMBER: _____
NNBassham@drhorton.com
 EMAIL ADDRESS: _____
 PROJECT BUDGET: _____
2. PROJECT: **Printing of training and marketing material**
2016 - present
 DATE OF COMPLETION IF
 APPLICABLE: _____
Paul Kern
 CONTACT PERSON: _____
Kubota Tractor Corporation
 COMPANY NAME: _____
 ADDRESS: **1000 Kubota Drive | Grapevine, TX 76051**
682-220-2701
 TELEPHONE NUMBER: _____
 FAX NUMBER: _____
Paul.Kern@kubota.com
 EMAIL ADDRESS: _____
 PROJECT BUDGET: _____
3. PROJECT: **Printing of training, HR, and marketing material**
2008- present

DATE OF COMPLETION IF

APPLICABLE: _____

Macey "Tommy" Smith

CONTACT PERSON: _____

Flowserve Corporation

COMPANY NAME: _____

ADDRESS: **4343 W Royal Lane, Suite 106 Irving, TX 75063**

972-652-3739

TELEPHONE

NUMBER: _____

FAX NUMBER: _____

masmith@flowserve.com

EMAIL ADDRESS: _____

PROJECT BUDGET: _____

4. PROJECT: **Printing of marketing materials and bill inserts**
2016 to present

DATE OF COMPLETION IF

APPLICABLE: _____

Heidi Herboldsheimer

CONTACT PERSON: _____

City of Richardson

COMPANY NAME: _____

ADDRESS: **411 W. Arapaho Rd Richardson, TX 75080-4551**

972-744-4102

TELEPHONE

NUMBER: _____

FAX NUMBER: _____

Heidi.Herboldsheimer@cor.gov

EMAIL ADDRESS: _____

wkcmurray@gmail.com

PROJECT BUDGET: _____

Supplier: **DataProse**

NON-COLLUSION AFFIDAVIT

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

The authorized representative for bidder / proposer, **DataProse, LLC.**, 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.

William K. Murray

Signature of Authorized Company Representative

William K. Murray, CEO

Name and Title of Authorized Company Representative

6/9/2021

Date

Subscribed and sworn to before me on **6/9/2021** (Date).

(Notary Seal)

wkcmurray@gmail.com

Signature Notary Public

Supplier: **DataProse**

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, **William K. Murray** (Name of certifying official), the **CEO** (title or position of certifying official) of **DataProse, LLC.** (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.

William K. Murray

Signature of Certifying Official Title:

Title: **CEO**

Date: **6/9/2021**

EVALUATION SCORE SHEET - CONSENSUS AVERAGES
DCTA REQUEST FOR PROPOSAL 21-09 Print Services

	MAX PTS		Phase 3 Media, LLC dba Phase 3 Marketing and Communications
TOTAL SCORE	100	92	70

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Authorizing the Chief Executive Officer (CEO) to Execute a Contract Amendment with PS Stearns, Inc. for Brand Ambassador Services to Support the Launch of GoZone on September 7, 2021

Recommendation

Staff is recommending approval of Amendment One and authorization for the CEO to execute an amendment to the agreement with PS-Stearns, Inc.

Background

In April 2021, the board awarded an agreement to PS-Stearns, Inc. to assist DCTA with community events, and public involvement events, and many other activities to promote DCTA.

Brand Ambassadors will promote GoZone to DCTA Fixed Route riders. GoZone works like a minibus that comes when you want, where you want. Book rides straight from your phone, get picked up in a branded vehicle and commute or run your errands in Denton, Highland Village, or Lewisville without needing a car.

Previous Board Activity & Action

- April 2021 Board award of agreement for Brand Ambassador Services
- July 2021 discuss Brand Ambassador Services to Support the Launch of GoZone on September 7, 2021

Identified Need

The brand ambassador staffing agency will provide support staff for the GoZone Launch. They will support the DCTA staff and collect data for a period of six (6) weeks that will be used in the evaluation of the GoZone services.

Financial Impact

The amendment for the GoZone launch is not-to-exceed \$105,396.00, with \$52,698.00 to be expended in FY21, and \$52,698.00 from the FY22 budget.

Exhibits

Exhibit 1: Amendment One

Submitted By: Mary Worthington
Mary Worthington, Community Relations Manager

STATE OF TEXAS §
 § **First Amendment to Agreement for Brand**
 COUNTY OF DENTON § **Ambassador Staffing Services**

This **First Amendment to Agreement for Brand Ambassador Staffing Services** is made and entered into by and between Denton County Transportation Authority ("DCTA") and PS-Stearns, Inc. ("Contractor"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS, the Parties previously entered into that certain Agreement for Brand Ambassador Staffing Services for Contractor to provide brand ambassadors for events to be determined by DCTA to assist DCTA in the execution of its community outreach, marketing, and communications campaigns; and (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by amending Article III, "Scope of Work" for Contractor to provide Brand Ambassador Services by collecting information during DCTA's GoZone launch and by amending Article V "Compensation and Method of Payment"; and

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 III, **Scope of Work**, is amended to as set forth in Exhibit "A".
2. That Article V, **Compensation and Method of Payment**, is amended to read as follows:

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

5.1 DCTA shall compensate Contractor for Brand Ambassador Services under this Agreement as set forth in Exhibit "A" "at a maximum rate of Thirty-Eight Dollars (\$38.00) per hour. DCTA shall compensate Contractor in an amount not to exceed One Hundred Five Thousand Three Hundred Ninety-Six Dollars (\$105,396.00) for the Term of this Agreement."

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

(signature page to follow)

EXECUTED this _____ day of _____, 2021.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(08-03-2021:TM 123939)

EXECUTED this _____ day of _____, 2021.

PS-Stearns, Inc.

By: _____
Name: _____
Title: _____

Exhibit “A”



Board of Directors Memo

August 26, 2021

SUBJECT: Discuss and Consider Resolution R21-04 Authorizing the Issuance of “Denton County Transportation Authority Sales Tax Revenue Refunding Bonds, Series 2021”

Recommendation

Staff recommends adoption of Resolution R21-04 authorizing the issuance of such bonds and providing for the redemption of the bonds being refunded. Bond Resolution R21-04 will be finalized to include corresponding information when the award is made.

Background

DCTA currently has \$23.5 million in outstanding debt with principal payments scheduled through 2032. In September 2011, DCTA issued Sales Tax Contractual Obligations for \$14,390,000 to fund the acquisition of rail vehicles and the first phase of the new federal mandate for Positive Train Control. These bonds have a final maturity in September 2031. This issuance is currently callable and eligible for refinancing. There is \$10.605 million in outstanding principal; the next principal payment of \$750k will be paid in September 2021 leaving a remaining \$9.855 million to be refunded.

At the July Board meeting, staff briefed the Board about potential debt service savings to be achieved through refinancing the existing 2011 issuance. Estimated refunding savings were emailed to the Board on July 23, 2021. HilltopSecurities solicited bids beginning August 6, 2021, with responses due on or before August 25, 2021. All bids will be presented at the August Board meeting along with calculated refunding savings based on the recommended award. Award will be made based on highest overall savings to DCTA.

Bond Resolution R21-04 will be finalized to include corresponding information when the award is made.

Financial Impact

Refunding the outstanding 2011 issuance will reduce annual debt service requirements, offering flexibility for future capital projects or expansion goals. HilltopSecurities has projected total debt service savings of \$987k to be achieved through refunding the 2011 issuance.

Exhibits

Exhibit 1: Bond Resolution R21-04

Submitted By:

Marisa Perry, CPA

Chief Financial Officer/VP of Finance

RESOLUTION NO. R21-04

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY AUTHORIZING THE ISSUANCE OF "DENTON COUNTY TRANSPORTATION AUTHORITY, SALES TAX REVENUE REFUNDING BONDS, SERIES 2021," PLEDGING CERTAIN "PLEDGED REVENUES" OF THE AUTHORITY, INCLUDING "GROSS SALES TAX REVENUES," TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE LETTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of Texas Transportation Code, Chapter 460, as amended (the "Authority Act"), the qualified voters of the cities of Denton, Highland Village and Lewisville, Texas voting in an election held September 13, 2003, authorized the Denton County Transportation Authority (the "Authority") to impose a sales and use tax at the rate of one-half of one percent to be used by and for the Authority as provided in the Authority Act; and

WHEREAS, the Board of Directors of the Authority has heretofore issued, sold and delivered, and there is currently outstanding, "Denton County Transportation Authority, Sales Tax Contractual Obligations, Series 2011," dated September 1, 2011, scheduled to mature on September 15, 2031, and aggregating in the original principal amount of \$9,855,000 (the "Refunded Obligations"); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), and the Authority Act, the Board of Directors of the Authority is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board of Directors of the Authority hereby finds and determines that the Refunded Obligations should be refunded at this time, and such refunding will result in the Authority saving approximately \$_____ in debt service payments on such indebtedness and further provide net present value savings of approximately \$_____;

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Sales tax revenue refunding bonds of the Authority shall be and are hereby authorized to be issued in the aggregate principal amount of \$9,950,000 to be designated and bear the title "Denton County

Transportation Authority Sales Tax Revenue Refunding Bonds, Series 2021” (hereinafter referred to as the “Bonds”), for the purpose of providing funds for the discharge and final payment of certain obligations of the Authority (described in the preamble hereof and referred to as the “Refunded Obligations”) and to pay the costs and expenses of issuance, in conformity with the Constitution and laws of the State of Texas, including the Authority Act and Chapter 1207.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturity - Interest Rate - Date. The Bonds are issuable in fully registered form only; shall be dated September 1, 2021 (the “Bond Date”), shall be in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof and shall become due and payable on September 15, 2031 (the “Stated Maturity”) and bear interest at the rate of _____% per annum from the date of delivery to the initial purchaser (anticipated to be September 30, 2021) (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on March 15 and September 15 of each year until maturity or prior redemption, commencing March 15, 2022.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds shall be payable, without exchange or collection charges to the owner or holder thereof, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of _____, _____, _____, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the Authority by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Chair or Vice Chair and Secretary of the Board or the President/CEO of the Authority are authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The Authority covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Authority agrees to promptly cause a written notice thereof to be sent to each registered owner of the Bonds by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of, premium, if any, and interest on the Bonds, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owner or holder of the Bonds (hereinafter referred to as the “Bondholder” or “Bondholders”) appearing on the Security Register, and, to the extent permitted by law, neither the Authority nor the Paying Agent/Registrar or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds, at maturity shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its offices in _____, _____ (the “Designated Payment/Transfer Office”). Interest on the Bonds shall be paid to the Bondholder whose name appears in the Security Register at the close of business on the “Record Date” (the last business day of the month next preceding each interest payment date) and shall be

paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the “Security Register” on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by the Bondholder at the Bondholder’s risk and expense. If the date for the payment of the principal of or interest on the Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest which shall be 15 days after the Special Record Date shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Bonds shall be subject to redemption prior to maturity, at the option of the Authority, on or after September 15, 2028, in whole or in part in principal amounts of \$1,000 or any integral multiple thereof (and if within the Stated Maturity by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

(b) Mandatory Redemption. The Bonds are subject to mandatory redemption on the dates and in the principal amounts shown below at a price of par plus accrued interest to the date of redemption:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
September 15, 2022	
September 15, 2023	
September 15, 2024	
September 15, 2025	
September 15, 2026	
September 15, 2027	
September 15, 2028	
September 15, 2029	
September 15, 2030	
September 15, 2031 (maturity)	

On or prior to each August 1 in each of the years specified above that the Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the Bonds to be redeemed

on the next following September 15 from moneys set aside for that purpose in the Bond Fund. Any Bonds not selected for prior redemption shall be paid on the Stated Maturity date.

The principal amount of the Bonds required to be redeemed on a mandatory redemption date may be reduced, at the option of the Authority, by the principal amount of Bonds which, at least 50 days prior to the mandatory redemption date, (1) shall have been acquired by the Authority at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in paragraph (a) above and not theretofore credited against a mandatory redemption requirement.

(c) Exercise of Redemption Option. At least forty five (45) days prior to a date set for the optional redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Authority shall notify the Paying Agent/Registrar of its decision to exercise the right to optionally redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Authority to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the Authority.

(d) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$1,000.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Authority and at the Authority's expense, to each Bondholder of a Bond to be redeemed in whole or in part at the address of the Bondholder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Bondholder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Bondholder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Bonds (or of the

principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the Chair or Vice Chair of the Board of Directors and countersigned by the Secretary of the Board of Directors. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Authority on the Bond Date shall be deemed to be duly executed on behalf of the Authority, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6: Reserved.

SECTION 7: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Authority at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Bonds issued under and pursuant to the provisions of this Resolution. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Bondholder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Bondholder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Authority of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Authority to the Bondholder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Bondholder at his request, risk, and expense and, upon the delivery thereof, the same shall be valid obligations of the Authority, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Bondholder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Bondholder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and delivered pursuant to Section 26 hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the Authority nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 30 days of the date fixed for redemption of such Bond; provided, however, that such limitation of transfer shall not be applicable to an exchange by the Bondholder of an unredeemed balance of a Bond called for redemption in part.

SECTION 8: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the total principal amount of this series to become due and payable as provided in Section 2 hereof and numbered T-1 (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the

State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor the definitive Bond of authorized denominations, the Stated Maturity, principal amount, and the interest rate for transfer and delivery to the Bondholders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

A. Forms - Generally.

The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Authority or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Bond.

REGISTERED
NO. [T-1][R-___]

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
DENTON COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BOND
SERIES 2021

Bond Date:
September 1, 2021

Stated Maturity:
September 15, 2031

Interest Rate:
_____ %

Delivery Date:

Registered Owner: _____

Principal Amount: _____ DOLLARS

The Denton County Transportation Authority, (hereinafter referred to as the “Authority”), a governmental body and a corporate body in Denton County, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter defined, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the “Registration Date” of this Bond appearing below (unless this Bond bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Bond is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date referenced above) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 15 and September 15 of each year until maturity or prior redemption, commencing March 15, 2022. Principal of this Bond shall be payable at maturity to the registered owner hereof, upon presentation and surrender, to _____, _____, _____ or its successor (the “Paying Agent/Registrar”) at its offices in _____, _____ (the “Designated Payment/Transfer Office”). Interest shall be payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the last business day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and shall be made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$9,950,000 (herein referred to as the “Bonds”) for the purpose of providing funds for the discharge and final payment of certain obligations of the Authority and to pay the costs and expenses of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, Texas Transportation Code, Chapter 460, as amended and a Resolution adopted by the governing body of the Authority (herein referred to as the “Resolution”).

The Bonds shall be subject to mandatory redemption prior to maturity at the redemption price of par plus accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
September 15, 2022	
September 15, 2023	
September 15, 2024	
September 15, 2025	
September 15, 2026	
September 15, 2027	
September 15, 2028	
September 15, 2029	
September 15, 2030	
September 15, 2031(maturity)	

The particular Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the Authority, by the principal amount of Bonds which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Authority at a price not exceeding the principal amount of such Bond plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Bonds may be redeemed prior to the Stated Maturity, at the option of the Authority, in whole or in part in principal amounts of \$1,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on or after September 15, 2028, at the redemption price of par, together with accrued interest to the date of redemption.

The Bonds may be redeemed upon 30 days prior written notice being given by United States Mail, first class postage prepaid, to registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office and, there shall be issued, without charge therefor, to the registered owner hereof, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof. If this Bond is called for redemption, in whole or in part, the Authority or the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Bondholder within

30 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Bondholder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the Authority payable solely from and secured by a pledge of the Pledged Revenues (as defined in the Resolution authorizing the issuance of the Bonds), including receipts from a ½ of 1% sales and use tax levied within the Authority pursuant to the Authority Act and an election held within the boundaries of the Authority. The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the Authority, except with respect to the “Pledged Revenues.” The holder hereof shall never have the right to demand payment of this obligation out of any property taxes raised or to be raised by the Authority.

Subject to satisfying the terms and conditions prescribed therefor, the Authority has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues, in the same manner and to the same extent as the Bonds.

Reference is hereby made to the Resolution, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Bondholder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Pledged Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Bondholders; the rights, duties, and obligations of the Authority and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying

Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Authority and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Authority nor the Paying Agent/ Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of non-payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Bondholder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited and represented and covenanted that the Authority is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Authority have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Resolution; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Pledged Revenues. In case any provision in this Bond or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Bond to be duly executed by the manual or facsimile signatures of the persons indicated below as of the Bond Date.

DENTON COUNTY TRANSPORTATION
AUTHORITY

Chair, Board of Directors

COUNTERSIGNED:

Secretary, Board of Directors

- C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

§

§

§

THE STATE OF TEXAS

§

REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

- D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The offices of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office for this Bond.

Registered this date:

_____,
_____, _____
as Paying Agent/Registrar

By _____
Authorized Officer

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

SECTION 10: Definitions. That for all purposes of this Resolution and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

“Additional Bonds” - Bonds, notes or other evidences of indebtedness which the Authority reserves the right to issue or enter into, as the case may be, in the future in accordance with the terms and conditions provided in the Resolution and which, together with the Bonds, are equally and ratably secured by a parity pledge of and claim on the Pledged Revenues under the terms of the Resolution.

“Authority” – The Denton County Transportation Authority.

“Authority Act” - Texas Transportation Code, Chapter 460, as amended at any time.

“Board of Directors” – The Board of Directors of the Authority.

“Bonds” - The “Denton County Transportation Authority Sales Tax Revenue Refunding Bonds, Series 2021,” dated September 1, 2021.

“Debt Service” - As of any particular date of computation, with respect to any Parity Bonds and with respect to any period, the aggregate of the amounts to be paid or set aside by the Authority as of such date or in such period for the payment of the principal of, premium, if any, and interest

(to the extent not capitalized) on such Parity Bonds; assuming, in the case of Parity Bonds without a fixed numerical rate, that such Parity Bonds bear, or would have borne, interest at the maximum legal per annum rate applicable to such Parity Bonds, and further assuming in the case of Parity Bonds required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

“Depository” - A commercial bank or other qualified financial institution eligible and qualified to serve as the custodian of the Authority’s monetary accounts and funds.

“Fiscal Year” - The twelve month financial accounting period used by the Authority ending September 30 in each year, or such other twelve consecutive month period established by the Authority.

“Government Obligations” - (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the Authority are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Gross Sales Tax Revenues” - All of the revenues or receipts due or owing to, or collected or received by or on behalf of the Authority or otherwise pursuant to the provisions of the Authority Act and the election held September 13, 2003, less any amounts due and owed to the Comptroller of Public Accounts of the State of Texas as charges for the collection of the Sales Tax or retention by said Comptroller for refunds and to redeem dishonored checks and drafts, to the extent such charges and retention are authorized or required by law.

“Outstanding” - When used in this Resolution with respect to Bonds or Parity Bonds, as the case may be, means, as of the date of determination, all Bonds and Parity Bonds theretofore sold, issued and delivered by the Authority, except:

(1) those Bonds or Parity Bonds canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) those Bonds or Parity Bonds paid or deemed to be paid in accordance with the provisions of the Resolution or similar provisions of any Supplemental Resolution authorizing the issuance of Additional Bonds; and

(3) those Bonds or Parity Bonds that have been mutilated, destroyed, lost, or stolen and replacement obligations have been registered and delivered in lieu thereof.

“Parity Bonds” - Collectively, the Previously Issued Obligations, the Bonds and Additional Bonds.

“Pledged Revenues” - Collectively (i) Gross Sales Tax Revenues and (ii) such other money, income, revenue, receipts or other property as may be specifically dedicated, pledged or otherwise encumbered in a Supplemental Resolution for the payment and security of Parity Bonds.

“Previously Issued Obligations” - the outstanding (a) “Denton County Transportation Authority Sales Tax Contractual Obligations, Series 2011,” dated September 1, 2011 (being refunded by the Bonds) and (b) “Denton County Transportation Authority Sales Tax Revenue Refunding Bonds, Series 2020, dated November 1, 2020.

“Sales Tax” - The local sales and use tax authorized and approved at an election held on September 13, 2003, and the effective date for the imposition and application of such Sales Tax within the boundaries of the Authority by the Comptroller of Public Accounts of the State of Texas being January 1, 2004, together with any increases in the rate of such Sales Tax authorized and provided by law.

“Supplemental Resolution”- Any resolution of the Board of Directors supplementing this Resolution for the purpose of authorizing or providing the terms and provisions of the Bonds or Additional Bonds, or supplementing or amending this Resolution for any other authorized purpose permitted in the Resolution, including resolutions authorizing the issuance of Additional Bonds or pledging and encumbering income, revenues, receipts or property other than the Gross Sales Tax Revenues to the payment and security of the Parity Bonds.

SECTION 11: Pledge. The Authority hereby covenants and agrees that the Pledged Revenues, with the exception of those in excess of the amounts required for the payment and security of the Parity Bonds, are hereby irrevocably pledged to the payment and security of the Bonds including the establishment and maintenance of the special funds created and established in this Resolution and any Supplemental Resolution, all as hereinafter provided. The Authority hereby grants a lien on the Pledged Revenues in accordance with the terms of this Resolution and any Supplemental Resolution, which lien shall be valid and binding without any further action by the Authority and without any filing or recording with respect thereto except in the records of the Authority.

SECTION 12: Revenue Fund. The Authority does hereby establish and hereby agrees and covenants to maintain a fund or account at a Depository for the deposit of the Pledged Revenues as received by the Authority, which fund or account shall be known on the books and records of the Authority as the “Denton County Transportation Authority Revenue Fund” (the “Revenue Fund”). All Pledged Revenues deposited to the credit of such Revenue Fund shall be accounted for separate and apart from all other revenues, receipts and income of the Authority and, with respect to the Gross Sales Tax Revenues, the Authority shall further account for such funds separate and apart from the other Pledged Revenues deposited to the credit of the Revenue Fund. All Pledged Revenues deposited to the credit of the Revenue Fund shall be appropriated and expended to the extent required by this Resolution and any Supplemental Resolution for the following uses and in the order of priority shown:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Debt Service on the Parity Bonds as the same becomes due and payable;

Second: To the payment of the amounts required to be deposited in any reserve fund established by the Authority to provide security for Parity Bonds;

Third: To the payment of amounts required to be deposited in any other fund or account required by any Supplemental Resolution authorizing the issuance of Parity Bonds; and

Fourth: To any fund or account held at any place or places, or to any payee, required by any other resolution of the Authority which authorizes the issuance of obligations or the creation of debt of the Authority having a lien on the Pledged Revenues subordinate to the lien created herein on behalf of the Parity Bonds.

Any amount in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any lawful purpose permitted by the Authority Act.

SECTION 13: Bond Fund. For the purpose of providing funds to pay the principal of and interest on the Bonds, the Authority does hereby confirm the establishment and maintenance of a separate and special account or fund on the books and records of the Authority known as the “Denton County Transportation Authority Bond Fund” (the “Bond Fund”), and all monies deposited to the credit of the Bond Fund shall be held in a special banking fund or account maintained at a Depository of the Authority. The Authority covenants that there shall be deposited into the Bond Fund prior to each principal and interest payment date from the Pledged Revenues an amount equal to one hundred per centum (100%) of the interest on and the principal of the Bonds then falling due and payable.

The required deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until (i) the total amount on deposit in the Bond Fund and Reserve Fund, if any, is equal to the amount required to fully pay and discharge all Parity Bonds (principal and interest) then Outstanding or (ii) the Bonds are no longer Outstanding.

SECTION 14: Reserve Fund.

The Authority does hereby reserve the right to establish and maintain on the books and records of the Authority a separate and special fund or account to be known as the “Denton County Transportation Authority Reserve Fund” (the “Reserve Fund”), which fund or account shall be a special banking fund maintained at a Depository. The amounts deposited to the credit of such fund or account shall be used solely for the payment of (i) the principal of and interest on the Parity Bonds when (whether at maturity, upon a redemption date or any interest payment date) other funds available for such purposes are insufficient, (ii) the amounts required to restore or replenish in full the surety bond coverage afforded by a surety bond representing all or a portion of the Required Reserve, and, in addition, may be used to the extent not required to maintain the “Required Reserve,” to pay, or provide for the payment of, the final principal amount of a series

of Parity Bonds so that such series of Parity Bonds is no longer deemed to be “Outstanding” as such term is defined herein or any other purpose of the Authority permitted by the Authority Act.

There is no Reserve Fund being funded for the Bonds. The Board reserves the right to establish a Reserve Fund amount (the “Required Reserve”) in a Supplemental Resolution and such Required Reserve shall be funded and applied as provided in such Supplemental Resolution.

As and when Additional Bonds are delivered or incurred, the Required Reserve shall be increased, if required, to an amount equal to the lesser of either (i) the maximum annual Debt Service (calculated on a Fiscal Year basis) for all Parity Bonds then Outstanding (after giving effect to the issuance of the Additional Bonds), as determined on the date each series of Additional Bonds is delivered or incurred, as the case may be, or (ii) the maximum amount that can be invested without restriction as to yield in a reasonably required reserve fund pursuant to Subsection (d) of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder. Any additional amount required to be maintained in the Reserve Fund shall be accumulated (i) by depositing to the credit of the Reserve Fund (immediately after the delivery of the then proposed Additional Bonds) cash or an additional surety bond or revised surety bond with surety bond coverage in an amount sufficient to provide for the new Required Reserve to be fully or partially funded, or (ii) at the option of the Authority, by making monthly deposits from funds in the Revenue Fund on or before the 15th day of each month following the month of delivery of the then proposed Additional Bonds, of not less than 1/36th of the additional amount to be maintained in said Fund by reason of the issuance of the Additional Bonds then being issued (or 1/36th of the balance of the additional amount not deposited immediately in cash or provided by a surety bond).

While the cash and investments and/or Reserve Policy coverage in the Reserve Fund total not less than the Required Reserve, no deposits need be made to the credit of the Reserve Fund. Should the Reserve Fund at any time contain less than the Required Reserve (or so much thereof as shall then be required to be contained therein if Additional Bonds have been issued and the Authority has elected to accumulate all or a portion of the Required Reserve with Pledged Revenues) or should the Authority be obligated to repay or reimburse an issuer of a surety bond to replenish and restore the full amount of insurance coverage provided by the Reserve Policy held for the account of the Reserve Fund, the Authority covenants and agrees to cause monthly deposits to be made to the Reserve Fund on or before the fifteenth day of each month (beginning the month next following the month the deficiency in the Required Reserve occurred by reason of a draw on the Reserve Fund or as a result of a reduction in the market value of investments held for the account of the Reserve Fund) from Pledged Revenues in an amount equal to (i) 1/12th of the Required Reserve until the total Required Reserve then required to be maintained in said Fund has been fully restored or (ii) the amounts required to be reimbursed and repaid to the issuer of the insurance policy in the event of a draw upon the Reserve Policy. The Authority further covenants and agrees that the Pledged Revenues shall be applied and appropriated and used to establish and maintain the Required Reserve and to cure any deficiency in such amounts as required by the terms of any Supplemental Resolution.

During such time as the Reserve Fund contains the total Required Reserve, the Authority may, at its option, withdraw any amount in the Reserve Fund in excess of the Required Reserve and deposit such surplus in the Revenue Fund, except that amounts received from proceeds of

Parity Bonds on deposit in the Reserve Fund may only be deposited to the Bond Fund or the Reserve Fund.

SECTION 15: Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Bond Fund or Reserve Fund, if any, such deficiency shall be cured as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

SECTION 16: Payment of Bonds. While any of the Bonds are Outstanding, the Chief Financial Officer of the Authority (or other designated financial officer of the Authority) shall cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 17: Investments - Security of Funds.

(a) Money in any Fund required to be maintained pursuant to this Resolution may, at the option of the Authority, be invested in obligations and in the manner prescribed by the Public Funds Investment Act (Texas Government Code, Chapter 2256, as amended), including investments held in book entry form; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times and provided further the maximum stated maturity for any investment acquired with money deposited to the credit of the Reserve Fund shall be limited to five (5) years from the date of the investment of such money. Such investments shall be valued in terms of current market value within 45 days of the close of each Fiscal Year and, with respect to investments held for the account of the Reserve Fund, within 45 days of the date of passage of each authorizing document of the Authority pertaining to the issuance of Additional Bonds. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the appropriate account of the Bond Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in the Resolution, be credited to and deposited in the Revenue Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Parity Bonds.

(b) That money deposited to the credit of the Revenue Fund, Bond Fund and Reserve Fund, if any, to the extent not invested and not otherwise insured by the Federal Deposit Insurance Corporation or similar agency, shall be secured in a manner permitted by the Public Funds Collateral Act (Texas Government Code, Chapter 2257, as amended).

SECTION 18: Issuance of Additional Bonds. Subject to the provisions hereinafter appearing as to conditions precedent which must be satisfied, the Authority reserves the right to issue, from time to time as needed, Additional Bonds for any lawful purpose permitted by the Authority Act. Such Additional Bonds may be issued in such form and manner as the Authority

shall determine, provided, however, prior to issuing or incurring such Additional Bonds, the following conditions precedent for the authorization and issuance of the same are satisfied, to wit:

(1) The Chief Financial Officer of the Authority (or other officer of the Authority then having the primary responsibility for the financial affairs of the Authority) shall have executed a certificate stating that, to the best of his or her knowledge and belief, the Authority is not then in default as to any covenant, obligation or agreement contained in this Resolution or a Supplemental Resolution.

(2) The Authority has secured from a certified public accountant a certificate or opinion to the effect that, according to the books and records of the Authority, the Gross Sales Tax Revenues received by the Authority for either (i) the last completed Fiscal Year next preceding the adoption of the Supplemental Resolution authorizing the issuance of the proposed Additional Bonds or (ii) any twelve (12) consecutive months out of the previous eighteen (18) months next preceding the adoption of the Supplemental Resolution authorizing the Additional Bonds were equal to not less than 1.10 times the average annual Debt Service for all Parity Bonds then Outstanding after giving effect to the issuance of the Additional Bonds then being issued.

(3) The Required Reserve to be accumulated and maintained in the Reserve Fund is increased to the extent required by this Resolution or the Supplemental Resolution applicable to the proposed Additional Bonds.

SECTION 19: Refunding Bonds. The Authority reserves the right to issue refunding bonds to refund all or any part of the Parity Bonds (pursuant to any law then available) upon such terms and conditions as the Authority may deem to be in the best interest of the Authority, and if less than all such Parity Bonds then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in the Resolution or any Supplemental Resolution shall be satisfied, and shall give effect to the refunding.

SECTION 20: Right to Create Subordinate Debt. Except as may be limited by a Supplemental Resolution, the Authority shall have the right to issue or create any debt payable from or secured by a lien on all or any part of the Pledged Revenues for any lawful purpose permitted by the Authority Act without complying with the provisions of the Resolution relating to Additional Bonds, provided the pledge and the lien securing such debt is subordinate to the pledge and lien established, made and created in this Resolution with respect to the Pledged Revenues to the payment and security of the Parity Bonds.

SECTION 21: Confirmation and Levy of Sales Tax.

(a) The Authority hereby represents that it has duly complied with the provisions of the Authority Act for the levy of the Sales Tax at the rate voted at the election held by and within the Authority on September 13, 2003, and such Sales Tax will be imposed within the boundaries of the Authority and the receipts of such Sales Tax are to be remitted to the Authority by the Comptroller of Public Accounts at least semiannually.

(b) While any Bonds are Outstanding, the Authority covenants, agrees and warrants to take and pursue all action permissible to cause the Sales Tax to be levied and collected

continuously, in the manner and to the maximum extent permitted by law, and to cause no reduction, abatement or exemption in the Sales Tax or rate of tax below the rate approved at the election held within the Authority on September 13, 2003, while any Bonds shall remain Outstanding.

(c) If hereafter authorized by law to apply, impose and levy the Sales Tax on any taxable items or transactions that are not subject to the Sales Tax on the date of the adoption hereof, to the extent it legally may do so, the Authority agrees to use its best efforts to cause the Authority to take such action as may be required to subject such taxable items or transactions to the Sales Tax.

(d) The Authority agrees to take and pursue all action legally permissible to cause the Sales Tax to be collected and remitted and deposited as herein required and as required by the Authority Act, at the earliest and most frequent times permitted by law.

(e) The Authority agrees to use its best efforts to cause Gross Sales Tax Revenues to be deposited to the credit of the Revenue Fund in their entirety immediately upon receipt by the Authority. In the alternative and if legally authorized, the Authority shall, by appropriate notice, direction, request or other legal method, use its good-faith efforts to cause the Comptroller of Public Accounts of the State of Texas (the "Comptroller") to pay all Gross Sales Tax Revenues directly to the Authority for deposit to the Revenue Fund.

SECTION 22: Records and Accounts. The Authority hereby covenants and agrees that while any of the Bonds are Outstanding, it will keep and maintain complete records and accounts in accordance with generally accepted accounting principles, and following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the accountant, shall particularly include the following:

- (1) A statement in reasonable detail regarding the receipt and disbursement of the Pledged Revenues for such Fiscal Year; and
- (2) A balance sheet for the Authority as of the end of such Fiscal Year.

Such annual audit of the records and accounts of the Authority shall be in the form of a report and be accompanied by an opinion of the accountant to the effect that such examination was made in accordance with generally accepted auditing standards and contain a statement to the effect that in the course of making the examination necessary for the report and opinion, the accountant obtained no knowledge of any default of the Authority on the Bonds or in the fulfillment of any of the terms, covenants or provisions of this Resolution, or under any other evidence of indebtedness, or of any event which, with notice or lapse of time, or both, would constitute a failure of the Authority to comply with the provisions of this Resolution or if, in the opinion of the accountants, any such failure to comply with a covenant or agreement hereof, a statement as to the nature and status thereof shall be included.

Copies of each annual audit report shall be furnished upon written request, to any Bondholders of any of said Bonds. The audits herein required shall be made within 180 days following the close of each Fiscal Year insofar as is possible.

The Bondholders of any Bonds or any duly authorized agent or agents of such Bondholders shall have the right to inspect such records, accounts and data of the Authority during regular business hours.

SECTION 23: Representations as to Security for the Bonds.

(a) The Authority represents and warrants that, except for the pledge to the Previously Issued Obligations, the Pledged Revenues are and will be and remain free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Resolution except as expressly provided herein.

(b) The Bonds and the provisions of this Resolution are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of this Resolution, subject only to any applicable bankruptcy or insolvency laws or to any laws affecting creditors rights generally.

(c) The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and all the rights of the Bondholders against all claims and demands of all persons whomsoever.

(d) The Authority will take, and use its best efforts to cause the Authority to take, all steps reasonably necessary and appropriate to collect all delinquencies in the collection of the Sales Tax to the fullest extent permitted by the Authority Act.

(e) The provisions, covenants, pledge and lien on and against the Pledged Revenues, as herein set forth, are established and shall be for the equal benefit, protection and security of the owners and holders of Parity Bonds without distinction as to priority and rights under this Resolution.

(f) The Parity Bonds shall constitute special obligations of the Authority, payable solely from, and equally and ratably secured by a parity pledge of and lien on, the Pledged Revenues, and not from any other revenues, properties or income of the Authority. The Bonds may not be paid in whole or in part from any property taxes raised or to be raised by the Authority and shall not constitute debts or obligations of the State, and the Bondholders, shall never have the right to demand payment out of any funds raised or to be raised by any system of ad valorem taxation.

SECTION 24: Satisfaction of Obligation of Authority. If the Authority shall pay or cause to be paid, or there shall otherwise be paid to the Bondholders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the Pledged Revenues under this Resolution and all other obligations of the Authority to the Bondholders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Obligations shall have been irrevocably deposited in

trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the Bonds on the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor accepted to the Paying Agent/Registrar have been made) the redemption date thereof. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the Authority or deposited as directed by the Authority. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the Authority, be remitted to the Authority against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Authority shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Bondholders from time to time, be binding on the Authority, and shall not be amended or repealed by the Authority while any Bond remains Outstanding except as permitted in this Section. The Authority, may, without the consent of or notice to any Bondholders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Bondholders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Authority may, with the written consent from the owners holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the written consent of all Bondholders of Outstanding Bonds effected, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds or Parity Bonds, as the case may be, required to be held for consent to any such amendment, addition, or rescission.

SECTION 26: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Authority and after (i) the filing by the Bondholder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond,

and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Authority and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Bondholder of the Bond mutilated, or destroyed, lost or stolen.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Authority, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

SECTION 27: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the Authority shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the Authority or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the Authority shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax

purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Authority shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Authority shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Authority shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Authority shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Authority shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the

case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Authority shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The Authority hereby directs and authorizes the Chair or Vice Chair of the Board of Directors, the President/CEO, and the Chief Financial Officer, or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the Authority reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding of the Refunded Obligations. The Bonds are a current refunding of the Refunded Obligations in that the Refunded Obligations are to be paid and redeemed in full within 90 days of the delivery date of the Bonds.

SECTION 28: Sale of Bonds – Purchase Letter Approval. The Bonds authorized by this Resolution are hereby sold by the Authority to _____ (herein referred to as the “Purchaser”) in accordance with the Purchase Letter dated _____ (the “Purchase Letter”), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Resolution for all purposes, which sale under its terms is hereby found and determined to be in the best interests of the Authority. The Chair or Vice Chair of the Board is hereby authorized and

directed to execute said Purchase Letter for and on behalf of the Authority and as the act and deed of this Board of Directors, and in regard to the approval and execution of the Purchase Letter, the Board of Directors hereby finds, determines, and declares that the representations, warranties, and agreements of the Authority contained in the Purchase Letter are true and correct in all material respects and shall be honored and performed by the Authority.

SECTION 29: Control and Custody of Bonds. The Chair or Vice Chair of the Board of Directors, President/CEO and the Chief Financial Officer of the Authority shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Furthermore, the Chair or Vice Chair of the Board of Directors, President/CEO, and the Chief Financial Officer, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents relating to the Authority and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the Authority's financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 30: Refunded Obligations.

(a) The Refunded Obligations shall be redeemed and the same are hereby called for redemption on September 30, 2021, at the price of par plus accrued interest to the date of redemption. The Chair or Vice Chair of the Board of Directors or the Chief Financial Officer of the Authority is hereby authorized and directed to file a copy of this Resolution, together with a suggested form of notice of redemption to be sent to obligationholders, with Compass Bank, Houston, Texas (the current paying agent for the Refunded Obligations), in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Resolution for all purposes.

(b) The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the Chair or Vice Chair of the Board of Directors or Chief Financial Officer of the Authority is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the Authority's decision to redeem such Refunded Obligations on the date and in the manner herein provided and in accordance with the resolution authorizing the issuance of such Refunded Obligations and this Resolution.

SECTION 31: Proceeds of Sale. Pending expenditure for authorized projects and purposes, the proceeds of sale of the Bonds, excluding amounts for costs of issuance, shall be deposited with the paying agent for the Refunded Obligations for the payment and redemption of

the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the paying agent for the Refunded Obligations for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Bond Fund for the Bonds, all in accordance with instructions from the Authority or its financial advisor.

SECTION 32: Notices to Bondholders - Waiver. Wherever this Resolution provides for notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Bondholder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Bondholders is given by mail, neither the failure to mail such notice to any particular Bondholders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Bondholder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondholders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 33: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Authority, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. the Authority may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Authority may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the Authority.

SECTION 34: Legal Opinion. That the Purchaser's obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment of such Bonds. Printing of a true and correct copy of said opinion on the reverse side of or attached to each of the Bonds is hereby approved and authorized. The Board of Directors confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Authority's bond counsel.

SECTION 35: Further Procedures. Any one or more of the Chair or Vice Chair of the Board of Directors, the President/CEO, and the Chief Financial Officer of the Authority are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Chair or Vice Chair of the Board of Directors, the President/CEO, and the Chief Financial Officer of the Authority or Bond Counsel to the Authority are each hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the documents

authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 37: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Authority, the Paying Agent/Registrar and the Bondholders any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar and the Bondholders.

SECTION 38: Inconsistent Provisions. All resolutions, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 39: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 40: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 41: Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 42: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and the Board of Directors hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 43: Incorporation of Preambles. The reservations, findings and determinations set forth in the preambles of this Resolution are hereby incorporated herein as if fully set forth in the body of this Resolution and are adopted as official reservations, findings and determinations.

SECTION 44: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Government Code, as amended.

SECTION 45: Effective Date. This Resolution shall take effect and be in force from and after its passage and approval in accordance with the provisions of Section 1201.028, Texas Government Code, as amended.

[Remainder of page intentionally left blank]

PASSED, APPROVED AND EFFECTIVE this the 26th day of August, 2021.

DENTON COUNTY TRANSPORTATION
AUTHORITY

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

APPROVED AS TO FORM:

General Counsel

APPROVED AS TO FORM:

Bond Counsel

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE LETTER

EXHIBIT C

NOTICE OF REDEMPTION

**DENTON COUNTY TRANSPORTATION AUTHORITY
SALES TAX CONTRACTUAL OBLIGATIONS
SERIES 2011
Dated September 1, 2011**

NOTICE IS HEREBY GIVEN that the contractual obligations of the above series maturing on September 15, 2031 and aggregating in the principal amount of \$9,855,000, have been called for redemption on September 30, 2021 at the redemption price of par and accrued interest to the date of redemption.

ALL SUCH CONTRACTUAL OBLIGATIONS shall become due and payable on September 30, 2021, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said contractual obligations shall be paid to the registered owners of the bonds only upon presentation and surrender thereof to Compass Bank, 24 Greenway Plaza, Suite 1601, Houston, Texas 77201.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said contractual obligations and pursuant to a resolution by the Board of Directors of the Denton County Transportation Authority.

COMPASS BANK
24 Greenway Plaza, Suite 1601
Houston, Texas 77201

Board of Directors Memo

August 26, 2021

SUBJECT: Consider Authorizing the Chief Executive Officer (CEO) to Allow Exceptions to the Revolving Door Provision Contained in Chapter 7 of the Denton County Transportation Authority (DCTA) Employee Handbook

Recommendation

Staff recommends the DCTA Board of Directors allow exception to the DCTA Revolving Door Provision contained in Chapter 7 of the DCTA Employee Handbook to ensure continuity of ongoing operations.

Background

With the recent resignations of the Deputy Chief Executive Officer and Vice President of Mobility Service and to ensure continuity of ongoing operations, staff believes it is in the best interest of DCTA to engage the services of the former employees to assist in onboarding and transition of duties to new personnel and to assist in the execution of major initiatives in FY2022 including but not limited to:

- Implementation of GoZone Services
- Title VI Plan Updates
- Federal Transit Administration Triennial Review
- Onboarding of a new Deputy CEO, Director of Government Relations, and Director of Marketing and Community Outreach

Previous Board Activity & Action

No prior Board activity.

Financial Impact

Funding for these engagements is included in the FY22 proposed budget.

Exhibits

None.

Submitted By:


Raymond Suarez, CEO



Board of Directors Memo

August 26, 2021

SUBJECT: Consider Incentive Agreements for the Positions of Deputy Chief Executive Officer (CEO) and Chief Financial Officer (CFO)

Recommendation

The Board of Directors authorize the Chief Executive Officer to enter into an Incentive Agreements for the positions of Deputy Chief Executive Officer and Chief Financial Officer.

Background

With the recent departures of key personnel and a competitive regional job market, the CEO is requesting the Board of Directors authorize the CEO to offer various incentives to the positions of Deputy CEO and CFO.

Under the current Employment Manual, Executive Staff accrues 4 weeks of vacation annually. The incentive agreement would increase vacation leave to 6 weeks annually. In addition to offering an increase in vacation leave, it is recommended that the Incentive Agreement also provides for severance pay. In the event the CEO terminates either employee without cause, as defined in the incentive agreement, the employee would be entitled to severance pay equal to 4 months of the employee's base salary. However, the employee would not be eligible for severance pay until after they have worked continuously for 6 months and have completed the probationary period.

Previous Board Activity & Action

No prior Board activity.

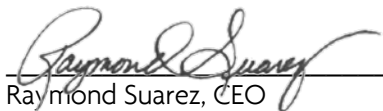
Financial Impact

Funding for these agreements will be included in the FY22 proposed budget.

Exhibits

None.

Submitted By:


Raymond Suarez, CEO



Board of Directors Memo

August 26, 2021

SUBJECT: Consider Second Amended and Restated Employment Agreement between Denton County Transportation Authority (DCTA) and the Chief Executive Officer (CEO)

Recommendation

Consider approval of the Second Amended and Restated employment Agreement between DCTA and CEO, Raymond Suarez.

Background

Under the current First Amended Employment Agreement, the CEO's term automatically renewed to continue through September 13, 2023. At this time the CEO is requesting the Board to approve a Second amendment to the Employment Agreement to address compensation, severance pay and vacation and sick leave.

Previous Board Activity & Action

No prior Board activity.


Financial Impact

Funding for these engagements is included in the FY22 proposed budget.

Exhibits

None.

Submitted By:


Raymond Suarez, CEO

Board of Directors Memo

August 26, 2021

SUBJECT: Review and Discuss Project Manager Office (PMO) Activities Related to Task Order #2 with Accenture, LLP

Recommendation

This is a discussion item only. There is no recommendation at this time.

Background

Effective February 1, 2021, Accenture began a 12-month engagement to deliver Agency Transformation Initiative Implementation Program Management Office (PMO) services. The Regular Agenda will feature a standing item to discuss progress of Transformation Roadmap Initiative implementation. Accenture's scope of work under Task Order #2 includes:

- Transformation Roadmap Initiatives Implementation
- Mobility Orchestration – Fare Management and Regional Touchless Fare Integration
- ERP Sourcing Strategy

Prior Board Discussion

- January 28, 2021 – Board approved Task Order #2 with Accenture, LLP and associated budget amendment for Transformation Initiative PMO services. Accenture has provided an update on PMO activities at monthly Board meetings since March.

Progress Report - Activities since July board update:

PMO activities expanded in August to include additional PMO support for a successful September 7, 2021 GoZone service launch. The Accenture team also maintained focus on progression of governance, service delivery and regional collaboration Transformation initiatives: 1) Designed and deployed GoZone launch PMO tools and templates, integrated into the internal and external planning meetings, and are supporting coordination with Member Cities and DART; 2) Designed an initial prototype for an Agency Performance Dashboard using PowerBI, and are meeting with DCTA management team to map out data ingestion and automation approaches; and, 3) Developed draft job aids to support transition to revised Board Agenda communications processes. Please see **Exhibit 1** for additional detail.

Exhibits

Exhibit 1: Accenture PMO Status Report

Submitted By: Chris Newport
Chris Newport, Accenture

Approved By: Raymond Suarez
Raymond Suarez, CEO

DCTA ACCENTURE PMO: STATUS REPORT

Week Ending: 08/20/21



DENTON COUNTY
TRANSPORTATION
AUTHORITY

Program Status Dashboard

Week Ending: 08/20/21

DRAFT: For Internal Discussion Purposes Only



Legend	N	C	G	Y	R
:	Not Started	Complete	On Track	At Risk	Behind/Overdue

Overall	Detailed – Task Order 2								
	Revised Roadmap	GoZone Launch PMO	Board-Staff Operating Model	Trinity Metro Coordination	Fare Management Process	IT Manager Staffing	On Demand Partnership	Current Focus / Accomplishments	Risks/Issues/Mitigations
G	C	G	G	G	G	G	G	<ul style="list-style-type: none"> At request of Trinity Metro, suspended Bus O&M ILA discussions pending deployment of its redesigned fixed route network Integrated into internal and external GoZone Launch planning meeting cadences Scheduled meetings with member cities to discuss logistics and share operational information with PIOs prior to GoZone launch Developed and deployed GoZone Launch project management tracker for remaining 3 weeks before GoZone launch and begin daily stand-up meetings Created initial prototype for Agency Performance Management Dashboard; scheduled meetings with DCTA data owners for week of 8/23 Developed additional Board Memo Template job aids to assist with pending change Reviewed Granicus application template flexibility to understand constraints on Agenda document designs 	<ul style="list-style-type: none"> None at this time

Board of Directors Memo

August 26, 2021

SUBJECT: Update and Discussion of the September 7, 2021 GoZone Launch and Fixed Route Services

Recommendation

No Board action required at this time. This is an informational update.

Background

DCTA staff and River North Transit (Via) continue to prepare for the launch of GoZone on-demand service on September 7, 2021. As there are many moving parts to a successful launch, the attached exhibits will serve as an update to the board on several critical pieces to delivering service, including the following:

- Driver Recruitment and Onboarding
- Vehicle Preparation and Delivery
- Support Operations
- Product and Reporting
- Marketing and Community Engagement

Previous Board Activity & Action

- **June 25, 2020** – Regular Agenda Item 3 – Mobility as a Service (MaaS) Task Order for Member City Services
- **July 31, 2020** – Specially Called Board Meeting – Transformation Initiative Workshop – Discussed as part of the future planning process
- **August 27, 2020** – Regular Agenda Item 8 – Discuss MaaS Task Order #2: On-Demand Service in Member Cities
- **September 24, 2020** – Regular Agenda Item 8 – Consider Approval of MaaS Task Order #2: On-Demand Services for Member Cities and Contracted Cities
- **November 12, 2020** – Regular Agenda Item 1 - Discuss Transformation Initiative Progress Report – Initial introduction of the Agency Priority Actions flowchart which included plans and estimated dates for the MaaS service plan
- **December 10, 2020** – Regular Agenda Item 6 - Discuss DCTA Priority Actions
- **January 28, 2021**
 - Regular Agenda Item 5 – Approval and Award of Mobility as a Service Contract
 - Joint Info Item 1 – DCTA Agency Priorities Update (memo and flowchart)
- **March 10, 2021** – Regular Agenda Item 7 – Review and Discuss MaaS Service Plan Update and Considerations
- **April 7, 2021**
 - Regular Agenda Item 1 – Presentation, Discussion and Approval of Via's Proposal #4
 - Regular Agenda Item 2 – Presentation and Discussion of Task Order with Via
- **May 27, 2021** – Regular Agenda Item 7 – Public Involvement Progress Report

- **June 24, 2021** – Regular Agenda Item 7 – Discuss GoZone Public Involvement Feedback and Potential Service Modifications to Proposed Plan
- **July 22, 2021** – Regular Agenda Item 4 - Discuss and Consider Approval of GoZone Service Plan for Launch on September 7, 2021

Financial Impact

The DCTA board approved budget for FY21 and proposed FY22 budget to support GoZone service at the July 22, 2021 board meeting.

Exhibits

Exhibit 1: GoZone Status Update and Progress, provided by VIA

Submitted By: _____



Javier Trilla, AVP of Innovation and Information Technology



DENTON COUNTY
TRANSPORTATION
AUTHORITY



Via Launch Update

GoZone Status Update and Progress
DCTA Board Meeting on August 26, 2021

GoZone - Service Summary

Main goal: Provide affordable, accessible, and convenient public transit. Improve rider experience and overall system efficiency.

Target launch Phase 1: September 7, 2021 (with soft launch 8/31).

of vehicles at launch: 30-35 vehicles

Service zone: Two main, distinct zones covering the Denton and Lewisville areas. Additional zones include the Denia neighborhood and Business 121, plus satellite zones for the Frankford and Trinity Mills stations.

Service times hours of operation: Monday - Thursday: 5am-10pm; Friday: 5am-11pm; Saturday: 8am-11pm. Sunday and Holiday service 8am - 6pm (assumes 10 holidays) + guaranteed ride home from Trinity Mills Monday - Thursday 10pm-1am, Friday - Saturday 11pm - 2am.

Anticipated use cases:

- General transit e.g. to grocery stores, medical appointments
- Reliable option for commuters, students, evening entertainment
- Reliable option for those without personal vehicles or those that want to avoid parking
- Connection to the A-Train and Trinity Mills stations

Launch Status Update

Drivers

Driver Recruitment and Onboarding

Over the last month, we have:

Marketing: Added two additional channels: AdWords and Craigslist, and further increased budget for existing channels (Facebook and job boards)

Staffing: Added additional field ops agents to support top-of-the-funnel outreach to qualified leads, in addition to focus on lower-funnel conversion efforts

Promotions: Increased our driver registration promotions to incentivize application completion

Drug tests: Explored adding a second drug test location in the Lewisville service zone to accommodate leads who live further from Denton.

Background checks: Changed the structure of our background check package from split to single package, which helps shorten the turnaround time without removing any of the necessary checks

In-person sessions: Added weekend in-person registration sessions and increased frequency to 3-4 days a week, 2 sessions a day

We are on track to hit our targets for launch:

As of 8/17 date: Over 60 prospective drivers have completed and passed both the drug test and background check, over 60 drivers have attended in person registration sessions, and over 30 drivers are scheduled for wheelchair accessible vehicle training

By launch: By 9/7 we anticipate having activated at least 75 drivers

500

Vehicles

501



Vehicle Preparation and Delivery

What We've Completed

All 9 wheelchair accessible vehicles identified and at our third party retrofitter. 6 to be picked up for wrapping on 8/23, the other 3 to be picked up for wrapping on 8/27

20 non wheelchair vans identified, sidelined, and in prep (e.g. being wrapped and wired)

Additional non wheelchair vans being identified and pending in-fleeting

Outstanding Items

Complete retrofit on WAVs

Finish wrapping and wiring fleet

Install partitions and bike racks on vehicles

Move fleet from Avis location at DFW to GoZone lots by 8/30

Support Operations

Support Operations

What We've Completed

Developed processes, policies, and procedures together with DCTA customer service and operations team

Held Via Tools Training and Escalations Procedures workshops with DCTA agents

Created dedicated GoZone website, support line and email address

Set up driver support operations internally on Via side

Set up partner support operations infrastructure for post-launch

Assigned General Manager on Via side for post-launch

Outstanding Items

Provide written guides on Via tools for DCTA agents

Complete additional trainings for community organizations including social service agencies

Finalize late night and Sunday support structure for launch

Product/Technology

Product and Reporting

What We've Completed

Built the DCTA GoZone app to the selected branding specifications (in field testing)

Built the Via Operations Center (VOC) backend environment for the GoZone service (in field testing)

Created a Book Ride Operator functionality for community organizations

Built and demoed service reports (& customized such reports to allow for filtering by Member City)

Jointly created a process with the DCTA team to report on each service type (e.g. base service vs add-ons) for the DCTA finance team

Outstanding Items

Complete lab testing and final system configurations

Update virtual stop points map with DCTA ops team feedback

Send DCTA GoZone app to App Store and Google Playstore

Marketing and Community Engagement

Marketing and Community Engagement

What We've Completed

Finalized and delivered all marketing assets after extensive copy and design review

Began conducting outreach to local organizations/provided GoZone materials for various community events and presentations

Finalized press release and marketing execution plan, including launch related events, paid digital advertising, and physical marketing

Completed and launched [microsite](#)

Outstanding Items

Post-launch rider surveys

Photo and video shoot

Staffing and Ongoing Support

A true partnership and unparalleled support post launch



General Manager

Sia Mahajan

General Manager



► **Education:** BA, University of Texas
MBA, University of Chicago Booth
School of Business



► **Via Experience:** manages multiple services across the country including Arlington, Trinity Metro, Utah Transit Authority, West Sacramento, and Newton, MA.

- Responsible for **overseeing the day-to-day operations** including monitoring quality of service, managing the driver pool, and dealing with vehicle related issues. Sia will **manage our local Field Managers**, who will assist with all of those operational items on the ground.
- The **GM will be a primary point of contact** for when the service is live and will coordinate with any other teams necessary (ex. marketing) to make sure you are receiving the support you need.
- The GM will set up touchpoints with you (typically weekly, although this cadence will be up to you) to **review key elements of the service and make sure we're aligned on operations**



Partner Success

Laney Cloud

Central Lead



► **Education:** B.A., Communication, Texas A&M University



► **Via Experience:** oversees the Central US region including working with partnerships in central US, such as CapMetro in Austin, Arlington, and Trinity Metro.

- The Partner Success manager is your other main point of contact, and will work in close coordination with the GM
- The PSM will take lead advising on **broader elements of the service**, separate from the day-to-day operations. Examples: **contract renewals, zone expansions, big service changes, new product feature rollouts, etc.**
- The PSM will also schedule **quarterly service reviews** to review overall service progress towards achieving DCTA's goals with GoZone.

510

Broader Via Support

Thank you.

511



Appendix



Board of Directors Memo

August 26, 2021

SUBJECT: Presentation of Proposed Fiscal Year (FY) 2022 Operating & Capital Budget

Recommendation

This item is included for discussion purposes only. After presentation of the proposed budget and discussion by the Board, the Board will hold a public hearing to receive public input on the proposed budget.

Background

The Texas Transportation Code, Chapter 460 requires the preparation of an annual budget for DCTA. Staff has prepared a balanced budget, where current year operating expenses and capital expenditures do not exceed current year revenues and undesignated fund balance/reserves.

The proposed FY2022 budget was presented and discussed with the Board at the Budget Workshop on June 17th. The budget is submitted today to the Board of Directors, in accordance with requirements under Chapter 460 of the Texas Transportation Code and DCTA Board policy and procedures, for Board review and comment as well as citizen input. Notice of the public hearing was published in the Denton Record Chronicle on August 13th, 2021. Once information from both the Board and the public has been received, the FY2022 Budget will be presented for final review and adoption by the Board at the September 23rd, 2021 Board meeting.

Financial Impact

The FY2022 operating budget includes total revenues of \$63 million, expenses of \$49.3 million, and capital outlay and major maintenance of \$15.1 million.

Exhibits

The proposed budget contains revenue and expense assumptions for FY2022, which include capital expenditures. Included as agenda back-up are the following exhibits:

Exhibit 1: FY 2022 Proposed Operating & Capital Budget Presentation

Exhibit 2: Long Range Financial Plan

Exhibit 3: Change in Net Position Combined

Exhibit 4: Revenues & Ridership

Exhibit 5: Grants Detail

Exhibit 6: Change in Net Position by Function

Exhibit 7: Expanded Level Projects - Operating

Exhibit 8: Expanded Level Projects - Capital & Major Maintenance

Exhibit 9: Capital Improvement & Major Maintenance Plan

Exhibit 10: Budget Contingency Plan

Submitted By: 
Amanda Riddle, Senior Manager of Budget

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



FISCAL YEAR 2022 PROPOSED OPERATING & CAPITAL BUDGET

BOARD OF DIRECTORS BUDGET PRESENTATION & PUBLIC HEARING

AUGUST 26, 2021

AGENDA

- LONG RANGE FINANCIAL PLAN
- CHANGE IN NET POSITION (DCTA & NTMC COMBINED)
 - Operating Revenue
 - Non-Operating Revenue
 - Operating Expenses
 - Non-Operating Expense
 - Transfers Out/In
- CAPITAL IMPROVEMENT & MAJOR MAINTENANCE PLAN
- BUDGET CONTINGENCY PLAN
- PUBLIC HEARING & COMMENT

FY2022 PROPOSED BUDGET

CHANGES TO OPERATING BUDGET SINCE JUNE

ADDITIONAL FIXED ROUTE BUS SERVICE

- BOARD APPROVED FIXED ROUTE SERVICE TO RUN CONCURRENTLY WITH GoZONE & WILL BE EVALUATED MONTHLY
- WILL OPERATE FROM SEPT 7, 2021 – DEC 6, 2021
 - LEWISVILLE CONNECT ROUTES 21 & 22
 - DENTON CONNECT ROUTES 1, 2, 4 & 6

ADDITION OF NORTH TEXAS XPRESS

- SERVICE WILL OPERATE A LARGE BUS FOR TWO TRIPS/DAY
 - MODIFIED STOP ROUTES
 - ADDITIONAL EXPENSES OF \$61K

FY2022 PROPOSED BUDGET

CHANGES TO OPERATING BUDGET SINCE JUNE

- ADDITIONAL \$258K IN BUS OPERATOR SALARIES
- ALLOCATED ACROSS SERVICES BASED ON SERVICE HOURS
- OPERATORS WOULD RECEIVE INCENTIVE PAYMENTS FOR THE MONTHS OF OCTOBER - DECEMBER

OPERATOR INCENTIVE PAY

- ADDITIONAL \$480K ADDED AGENCY WIDE
- TO ADDRESS OVERALL STAFFING NEEDS OF THE AGENCY AS DISCUSSED WITH THE BOARD

ADDITIONAL STAFFING

- ADDITIONAL \$30K IN EXPENSES
- APPROVED BY THE BOARD IN JULY
- IMPROVED FREQUENCY OF A-TRAIN SERVICE
 - 30 MIN MONDAY – FRIDAY; 60 MIN SATURDAY
 - EXTENDED SERVICE HOURS TO 10:44 PM (FRIDAY & SATURDAY)

INCREASED RAIL SERVICE

LONG RANGE FINANCIAL PLAN



FY2022 PROPOSED BUDGET

LONG RANGE FINANCIAL PLAN

RESERVE FUND POLICIES

- FUND BALANCE RESERVE
 - EQUAL TO 3 MONTHS OPERATING EXPENSE
- SALES TAX STABILIZATION FUND
 - EQUAL TO 3% OF BUDGETED SALES TAX
- FUEL STABILIZATION FUND
 - EQUAL TO \$0.50/GALLON OF BUDGETED FUEL
- CAPITAL REPLACEMENT/INFRASTRUCTURE MAINTENANCE FUND
 - PROVIDES FUNDING FOR MAINTENANCE OF CAPITAL ASSETS AT SUFFICIENT LEVEL TO PROTECT DCTA'S INVESTMENT & MAINTAIN APPROPRIATE SERVICE LEVELS

FINANCIAL POLICIES

- MAINTAIN INTERNAL DEBT SERVICE COVERAGE RATIO OF 1.25X

All financial policies are presented to the Board annually for approval in September.

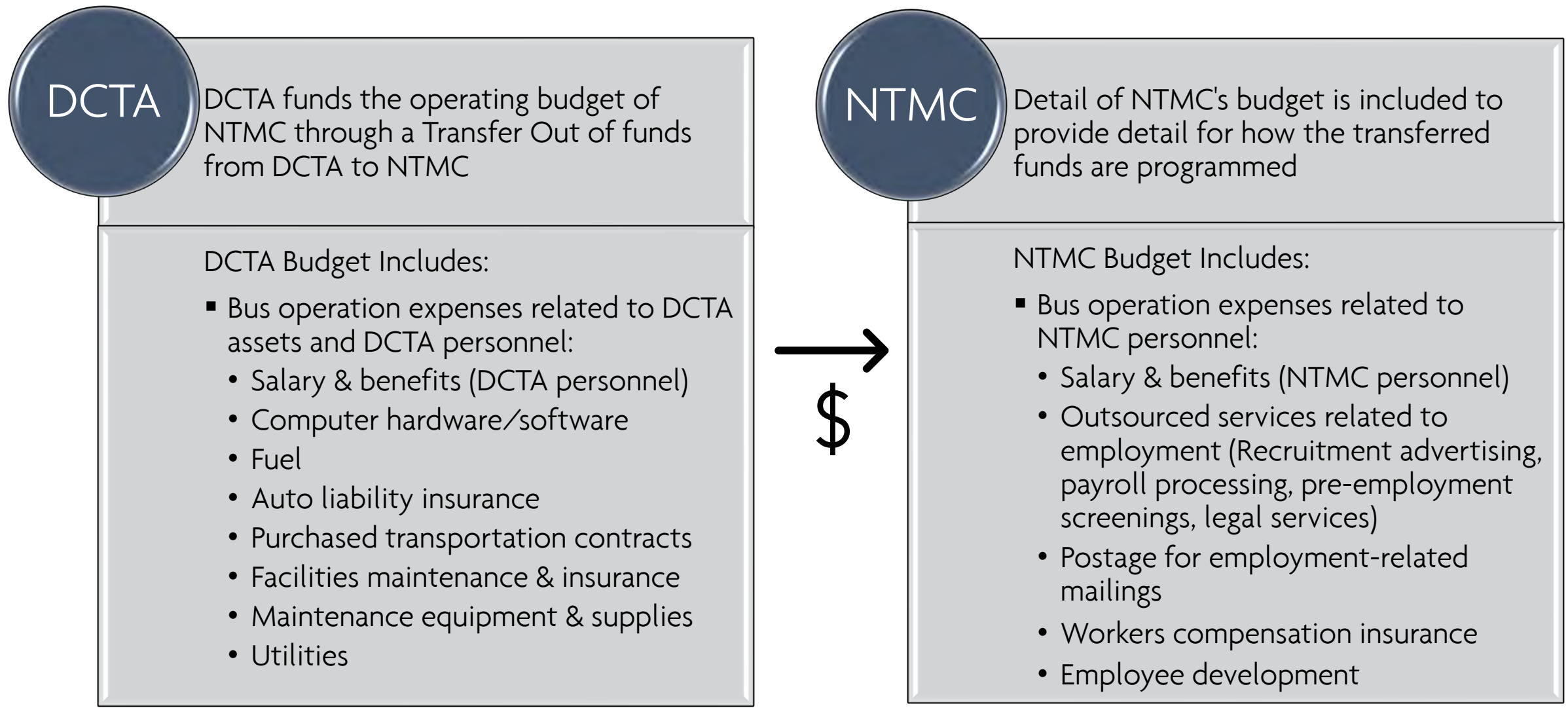
ESCALATION ASSUMPTIONS

REVENUE	SALES TAX	LABOR
<ul style="list-style-type: none">BUS REVENUE – 1%RAIL REVENUE – 1% <p>GENERAL INFLATION</p> <ul style="list-style-type: none">1.73%BASED ON US HEADLINE CPI ROLLING 10-YEAR AVERAGEFEDERAL RESERVE BANK OF DALLAS	<ul style="list-style-type: none">FY2022: 3%FY2023 & FORWARD: 2%	<ul style="list-style-type: none">BUS LABOR – 4%G&A/RAIL LABOR – 3%HEALTH BENEFITS – 10%<ul style="list-style-type: none">MEDICAL, LIFE, DENTAL & VISIONRETIREMENT MATCH – 5%STATE UNEMPLOYMENT TAX ACT (SUTA) – 5%FEDERAL UNEMPLOYMENT TAX ACT (FUTA) – 1%

CHANGE IN NET POSITION



RELATIONSHIP BETWEEN DCTA & NORTH TEXAS MOBILITY CORPORATION



FY2022 PROPOSED BUDGET

CHANGE IN NET POSITION (DCTA & NTMC COMBINED)

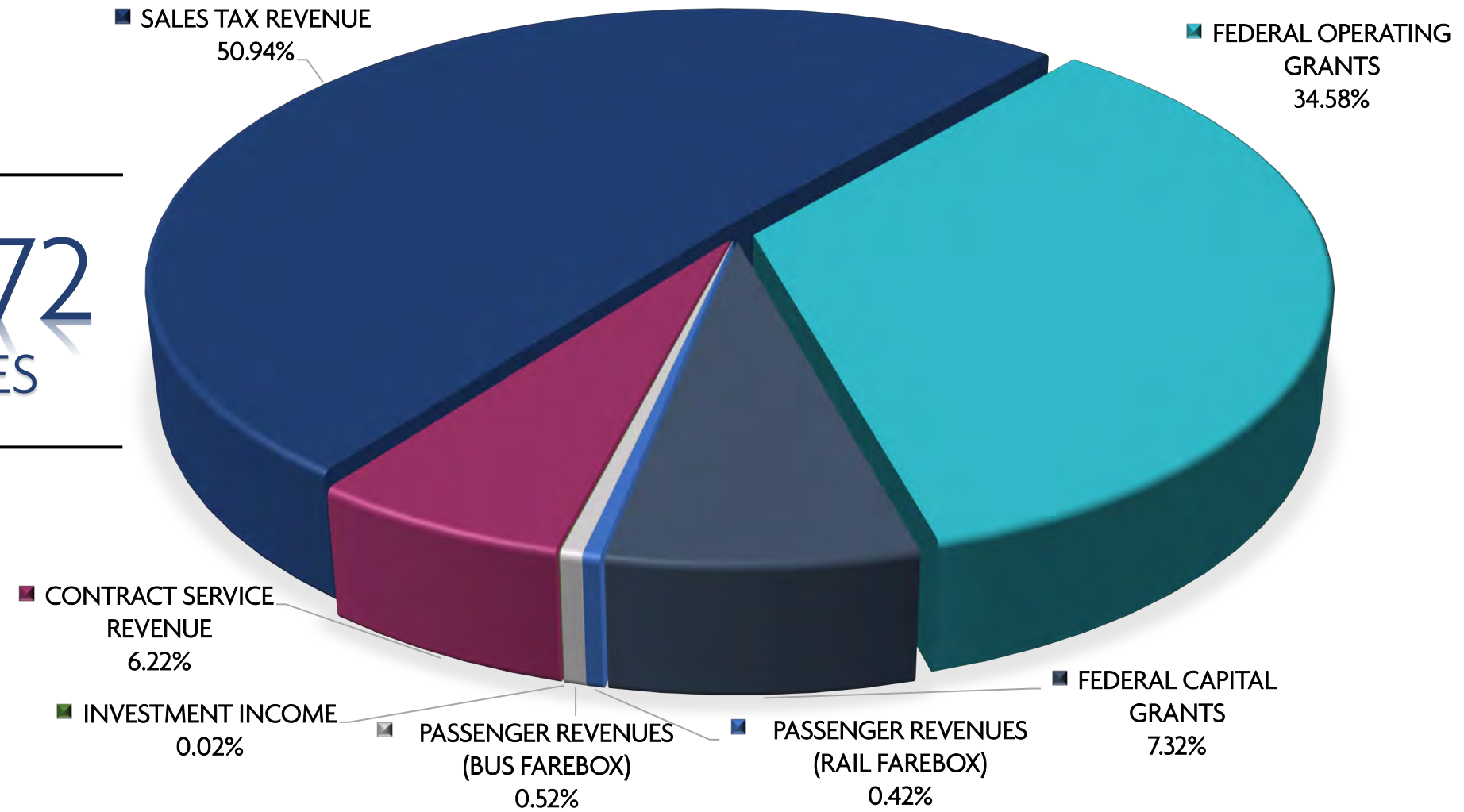
Description	FY 2020 Adopted Budget	FY 2020 Revised Budget	FY 2020 Actuals	DCTA FY 2021 Adopted Budget	DCTA FY 2021 Revised Budget	NTMC FY 2021 Adopted Budget	NTMC FY 2021 Revised Budget	FY 2021 Adopted Budget	FY 2021 Revised Budget	DCTA FY 2022 Proposed Budget (June Version)	DCTA FY 2022 Proposed Budget (August Version)	NTMC FY 2022 Proposed Budget (June Version)	NTMC FY 2022 Proposed Budget (August Version)	FY 2022 Proposed Budget (June Version)	FY 2022 Proposed Budget (August Version)
OPERATING REVENUE															
Passenger Revenues (Bus Farebox)	\$ 624,049	\$ 370,591	\$ 301,562	\$ 331,712	\$ 331,712	\$ -	\$ -	\$ 331,712	\$ 331,712	\$ 310,257	\$ 326,995	\$ -	\$ -	\$ 310,257	\$ 326,995
Passenger Revenues (Rail Farebox)	588,272	421,578	452,075	248,579	248,579	-	-	248,579	248,579	262,917	262,917	-	-	262,917	262,917
Contract Service Revenue	4,416,160	3,390,779	3,376,026	3,450,402	3,633,760	-	-	3,450,402	3,633,760	3,916,935	3,915,759	-	-	3,916,935	3,915,759
Total Operating Revenue	5,628,481	4,190,948	4,212,463	4,030,693	4,214,051	-	-	4,030,693	4,214,051	4,490,109	4,505,671	-	-	4,490,109	4,505,671
OPERATING EXPENSES															
Salary, Wages & Benefits	13,457,015	12,323,341	11,609,934	4,193,211	4,263,661	7,451,314	7,636,554	11,644,525	11,900,215	4,623,643	5,103,643	4,954,052	5,707,307	9,570,495	10,090,950
Outsourced Services & Charges	3,488,696	6,054,095	4,084,201	3,955,959	4,954,792	399,919	400,219	4,355,078	5,355,011	3,754,029	4,610,662	441,156	450,970	4,195,905	5,061,632
Materials & Supplies	3,307,659	2,452,919	1,922,266	2,917,735	2,933,519	3,293	3,293	2,921,020	2,936,012	2,551,009	2,650,094	1,936	-	2,553,025	2,652,030
Utilities	527,900	490,900	431,830	506,660	500,010	-	-	506,660	500,010	526,201	526,201	-	-	526,201	526,201
Insurance	1,084,965	1,002,050	1,783,994	1,601,336	1,605,712	110,070	119,002	1,800,214	1,805,514	1,635,012	1,635,012	65,042	65,042	1,701,654	1,701,654
Purchased Transportation Services	10,700,706	10,105,006	10,091,453	10,732,539	11,203,657	-	-	10,732,539	11,203,657	16,620,071	16,600,162	-	-	16,620,071	16,600,162
Employee Development	400,437	320,215	105,703	241,304	241,604	54,435	54,435	295,739	296,039	235,305	235,305	50,660	50,660	294,045	294,045
Leases & Rentals	229,633	229,633	226,632	230,460	230,460	-	-	230,460	230,460	139,772	139,772	-	-	139,772	139,772
Depreciation	10,612,052	10,612,052	9,550,014	10,409,375	10,409,375	-	-	10,409,375	10,409,375	-	10,099,464	-	-	-	10,099,464
Total Operating Expenses	44,609,151	44,551,909	40,694,995	34,956,595	36,519,590	8,027,039	8,214,303	42,904,434	44,732,901	30,095,602	42,401,275	5,522,446	6,364,715	35,610,120	40,845,990
Operating Income / (Loss)	(39,060,670)	(40,360,961)	(36,482,532)	(30,917,902)	(32,305,547)	(8,027,039)	(8,214,303)	(30,945,741)	(40,519,050)	(25,605,573)	(37,975,604)	(5,522,446)	(6,364,715)	(31,120,019)	(44,340,319)
NON-OPERATING REVENUE / (EXPENSE)															
Investment Income	400,000	325,000	320,793	100,000	100,000	-	-	100,000	100,000	12,000	12,000	-	-	12,000	12,000
Misc. Revenues	52,000	52,000	419,970	-	200,000	-	-	-	200,000	-	-	-	-	-	-
Sales Tax Revenue	29,019,104	26,005,374	29,017,365	26,624,124	31,154,170	-	-	26,624,124	31,154,170	32,000,004	32,000,004	-	-	32,000,004	32,000,004
Federal Grants & Reimbursements	10,226,774	15,750,649	19,077,331	22,601,232	20,699,307	-	-	22,601,232	20,699,307	26,360,000	26,390,097	-	-	26,360,000	26,390,097
State Grants & Reimbursements	700,309	430,540	430,540	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Debt Interest/Expense	(909,400)	(909,400)	(909,134)	(841,000)	(612,330)	-	-	(841,000)	(612,330)	(422,400)	(422,400)	-	-	(422,400)	(422,400)
Total Non-Operating Revenue / (Expense)	39,568,067	42,462,091	49,964,801	48,484,276	51,541,235	-	-	48,484,276	51,541,235	50,047,212	50,069,301	-	-	50,047,212	50,069,301
Income (Loss) Before Transfers	508,197	2,101,130	13,482,349	17,566,374	19,235,688	(8,027,039)	(8,214,303)	9,538,535	11,021,385	32,441,639	20,093,697	(5,522,446)	(6,364,715)	26,919,193	13,720,902
Transfers Out	(8,781,700)	(8,119,303)	(7,555,427)	(8,027,039)	(8,214,303)	-	-	(8,027,039)	(8,214,303)	(5,522,446)	(6,364,715)	-	-	(5,522,446)	(6,364,715)
Transfers In	8,781,700	8,119,303	7,555,427	-	-	8,027,039	8,214,303	8,027,039	8,214,303	-	-	5,522,446	6,364,715	5,522,446	6,364,715
Total Transfers	-	-	-	(8,027,039)	(8,214,303)	8,027,039	8,214,303	-	-	(5,522,446)	(6,364,715)	5,522,446	6,364,715	-	-
CHANGE IN NET POSITION															
Net Position - Beginning of Year:	\$ 327,000,795	\$ 327,000,795	\$ 327,000,795	\$ 9,538,535	\$ 11,021,385	\$ -	\$ -	\$ 9,538,535	\$ 11,021,385	\$ 26,919,193	\$ 13,720,902	\$ -	\$ -	\$ 26,919,193	\$ 13,720,902
Net Position - End of Year:	\$ 320,306,992	\$ 329,901,925	\$ 341,203,144	\$ 327,218,901	\$ 340,240,366	\$ 332,186,880	\$ 337,036,764	\$ 327,218,901	\$ 340,240,366	\$ 337,036,764	\$ 349,055,310	\$ 335,660,975	\$ 349,055,310	\$ 335,660,975	\$ 349,055,310
Transfer to Capital Projects	\$ (10,202,173)	\$ (7,349,239)	\$ (4,064,162)	\$ (14,140,620)	\$ (11,203,602)	\$ -	\$ -	\$ (14,140,620)	\$ (11,203,602)	\$ -	\$ -	\$ -	\$ -	\$ (14,900,639)	\$ (15,090,771)
Net Position After Capital Project Transfer	\$ 310,026,819	\$ 322,552,686	\$ 337,218,981	\$ 313,078,281	\$ 329,036,764	\$ 318,046,260	\$ 325,833,162	\$ 313,078,281	\$ 329,036,764	\$ 337,036,764	\$ 349,055,310	\$ 335,660,975	\$ 349,055,310	\$ 335,660,975	\$ 349,055,310

FY2022 PROPOSED BUDGET

TOTAL FY2022 PROPOSED REVENUES

\$62,997,372

TOTAL REVENUES



FY2022 PROPOSED BUDGET

OPERATING REVENUE - BUS

Bus Operations					
	FY 2020		FY 2021	FY 2021	FY 2022
	Actual		Adopted Budget	Revised Budget	Proposed Budget
PASSENGER REVENUES (BUS FAREBOX)					
Fixed Route	\$ 316,917	\$	272,832	\$ 272,832	\$ 69,335
Demand Response	53,271		48,422	48,422	247,316
Frisco	4,221		6,745	6,745	9,376
CCT	2,791		1,149	1,149	562
North Texas Xpress	4,363		2,564	2,564	406
Total Passenger Revenues (Bus Farebox)	\$ 381,562	\$	331,712	\$ 331,712	\$ 326,995
CONTRACT SERVICE REVENUE					
Fixed Route	\$ 57,000	\$	49,000	\$ 49,000	\$ -
UNT	2,481,287		2,536,813	2,487,813	2,892,979
UNT Fuel (Direct Pass Thru)	148,348		342,308	342,308	355,660
NCTC	97,354		-	-	-
NCTC Fuel (Direct Pass Thru)	9,958		-	-	-
Frisco	290,001		318,254	318,254	349,917
CCT	214,390		87,027	311,385	108,653
North Texas Xpress	61,954		75,000	75,000	-
Mobility as a Service (MaaS)	18,535		50,000	50,000	208,550
Total Contract Service Revenue	\$ 3,378,826	\$	3,458,402	\$ 3,633,760	\$ 3,915,759
Total Bus Operations Revenue	\$ 3,760,388	\$	3,790,114	\$ 3,965,472	\$ 4,242,754



TOTAL PROJECTED RIDERSHIP:

1,637,344

56% INCREASE COMPARED TO FY2021

PASSENGER REVENUES: AVG. FARE PER RIDER & PROJECTED RIDERSHIP

	AVG. FARE	RIDERSHIP
FIXED ROUTE	\$ 0.92	79,440
DEMAND RESPONSE	\$ 1.81	20,577
VIA (DR)	\$ 0.75	280,001
FRISCO DR	\$ 3.30	2,842
CCT DR	\$ 1.19	472
UNT	N/A	1,235,658
Frisco Taxi	N/A	1,751
CCT Taxi	N/A	16,163
North Texas Xpress	\$ 0.92	440
Total Bus & Taxi Ridership		1,637,344

FY2022 PROPOSED BUDGET

OPERATING REVENUE - RAIL

Rail Operations							
		FY 2020		FY 2021		FY 2021	FY 2022
		Actual		Adopted		Revised	Proposed
				Budget		Budget	Budget
Passenger Revenues (Rail Farebox)	\$	452,075	\$	248,579	\$	248,579	\$ 262,917
Total Rail Operations Revenue	\$	452,075	\$	248,579	\$	248,579	\$ 262,917



TOTAL PROJECTED RIDERSHIP: **175,278**

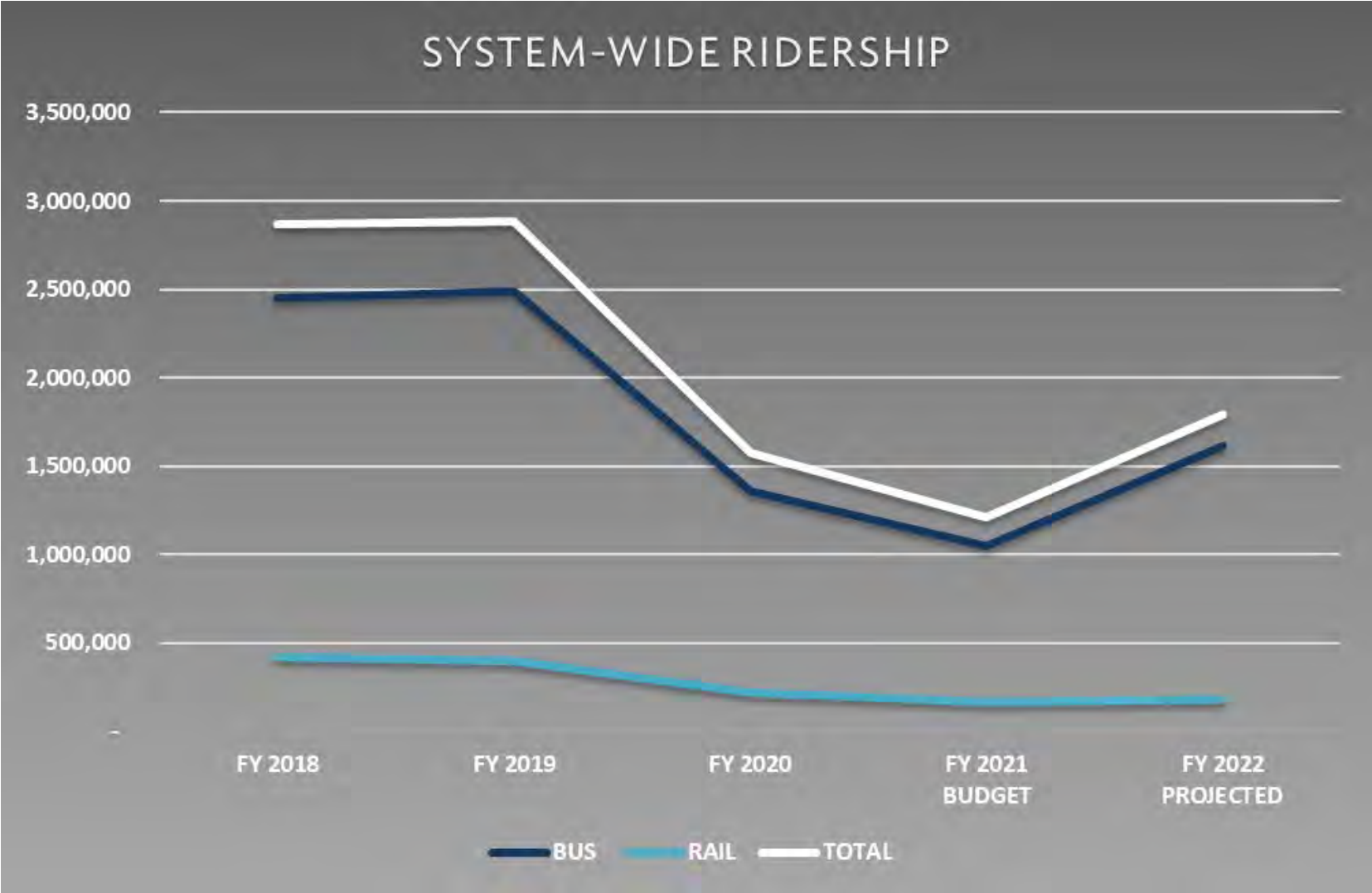
AVERAGE FARE PER RIDER: **\$1.50**



6% INCREASE IN RIDERSHIP
COMPARED TO FY2021

FY2022 PROPOSED BUDGET

FIVE-YEAR RIDERSHIP TREND



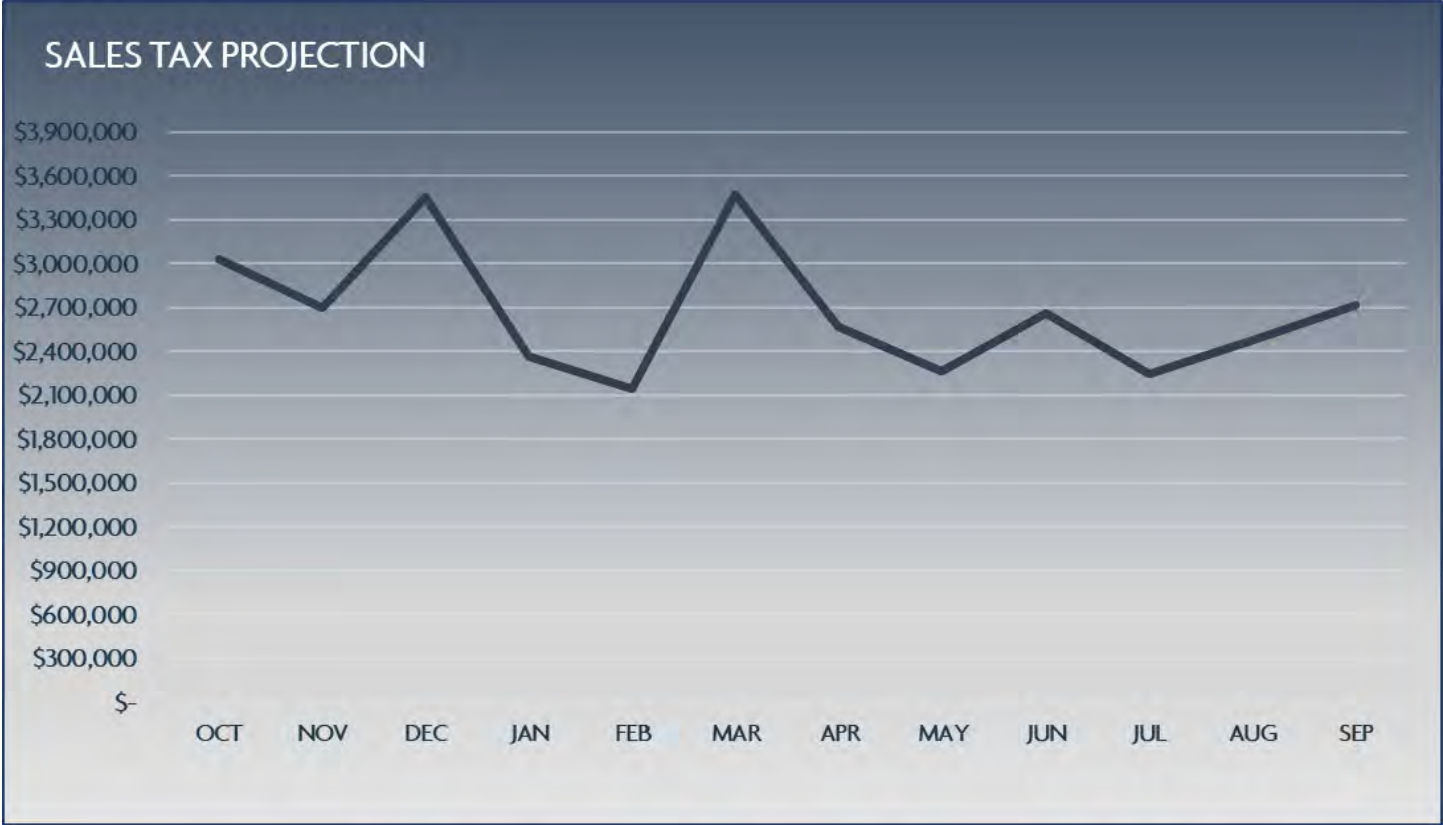
FY2022 PROPOSED BUDGET

NON-OPERATING REVENUE

Non-Operating Revenue					
	FY 2020 Actual	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2022 Proposed Budget	
Investment Income	\$ 320,793	\$ 100,000	\$ 100,000	\$ 12,000	
Misc. Revenues	419,978	-	200,000	-	
Sales Tax Revenue	29,817,365	26,624,124	31,154,178	32,088,804	
Federal Operating Grants	16,843,203	16,506,873	19,143,234	21,781,841	
Federal Capital Grants	3,034,127	6,094,359	1,556,153	4,609,056	
State Capital Grants	438,548	-	-	-	
Total Non-Operating Revenue	\$ 50,874,015	\$ 49,325,356	\$ 52,153,565	\$ 58,491,701	

FY2022 PROPOSED BUDGET

NON-OPERATING REVENUE: SALES TAX

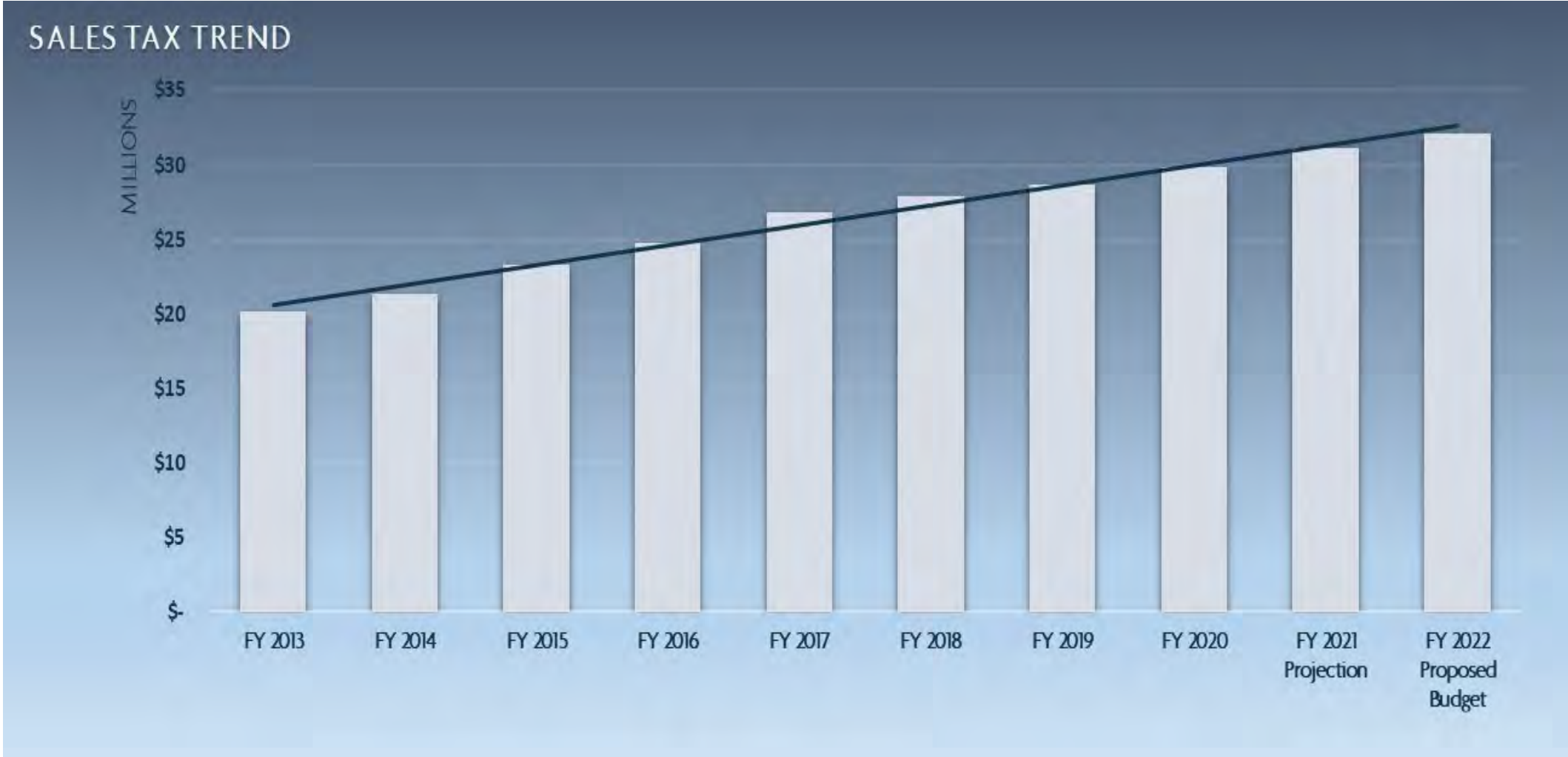


- FY22 Proposed Budget is based on a 3% escalation of the FY21 Projection.
- FY21 Projection is based on actuals received October – March, with remaining months based on budget.

Sales Generated in Month of:	Received in Month of:	FY2021 Adopted Budget	FY2021 Projection	FY2022 Proposed Budget
October	December	\$ 1,723,286	\$ 2,944,573	\$ 3,032,911
November	January	1,712,280	2,617,881	2,696,417
December	February	2,124,605	3,356,939	3,457,647
January	March	2,069,351	2,296,659	2,365,559
February	April	2,022,897	2,080,957	2,143,386
March	May	2,483,676	3,369,140	3,470,214
April	June	2,492,462	2,492,462	2,567,236
May	July	2,193,143	2,193,143	2,258,937
June	August	2,586,198	2,586,198	2,663,784
July	September	2,183,351	2,183,351	2,248,852
August	October	2,399,699	2,399,699	2,471,690
September	November	2,633,176	2,633,176	2,712,171
Total Sales Tax Revenue		\$ 26,624,124	\$ 31,154,178	\$ 32,088,804

FY2022 PROPOSED BUDGET

NON-OPERATING REVENUE: SALES TAX

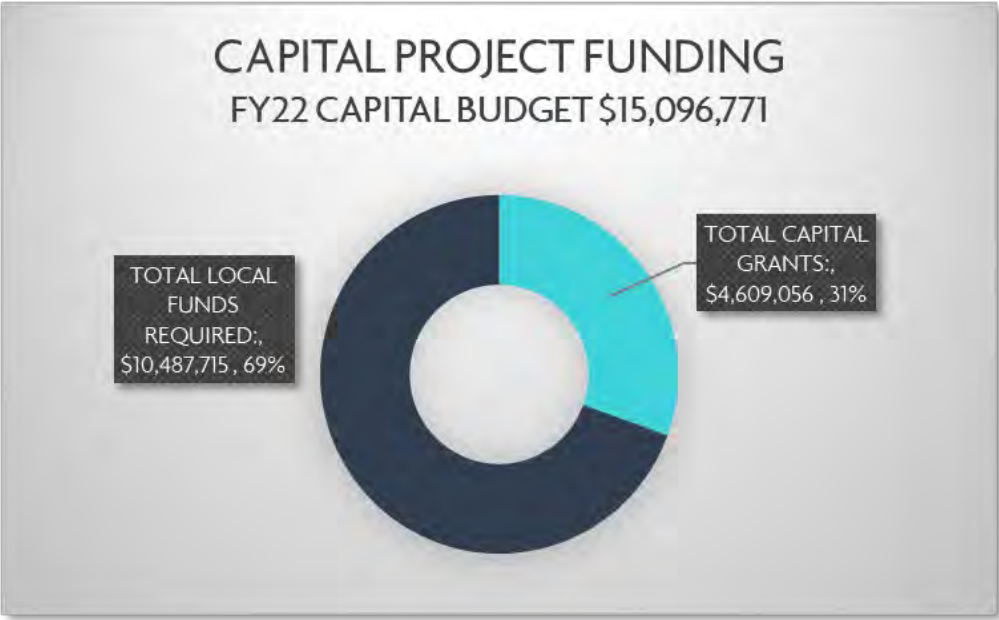


FY2022 PROPOSED BUDGET

NON-OPERATING REVENUE: FEDERAL GRANTS - CAPITAL

CAPITAL PROJECTS & ASSOCIATED GRANTS	FY 2022 CAPITAL PROJECT EXPENDITURE	FEDERAL REIMBURSEMENT PERCENTAGE	TOTAL FY 2022 CAPITAL GRANTS
POSITIVE TRAIN CONTROL ENHANCEMENTS (PHASE 2-CRISI 69A36520401620CRSTX)	\$ 4,851,820	80%	\$ 3,881,456
POSITIVE TRAIN CONTROL IMPLEMENTATION (TX-95-X079)	\$ 597,000	80%	\$ 477,600
INTEGRATED FARE PAYMENT (TX-2020-123-00)	\$ 300,000	100%	\$ 250,000
TOTAL CAPITAL PROJECTS & ASSOCIATED GRANTS	\$ 5,748,820		\$ 4,609,056

(A) 100% match; no local funds required for first \$250k of project (total grant funds \$250k)



FY2022 PROPOSED BUDGET

NON-OPERATING REVENUE: FEDERAL GRANTS - OPERATING

OPERATING EXPENSES & ASSOCIATED GRANTS	FY 2022 OPERATING EXPENSE	FEDERAL REIMBURSEMENT PERCENTAGE	TOTAL FY 2022 OPERATING GRANTS
<u>BUS PREVENTIVE MAINTENANCE</u>			
TX-2019-071-00 (FY18 5307 funds)	\$ 353,699	80%	\$ 282,959
TBD (FY20 5307 funds)	\$ 866,774	100%	\$ 866,774
<u>OPERATING ASSISTANCE</u>			
TX-2020-124-00 (FY19 5307 funds)	\$ 1,421,416	50%	\$ 710,708
TBD (FY20 5307 funds)	\$ 3,703,949	50%	\$ 1,851,974
<u>ADA OPERATING ASSISTANCE</u>			
TX-2020-124-00 (FY19 5307 funds)	\$ 300,000	100%	\$ 300,000
<u>VANPOOL</u>			
TX-2020-048-00 (FY18 Funds)	\$ 77,000	100%	\$ 77,000
TX-2021-012-00 (FY19 Funds)	\$ 143,784	100%	\$ 143,784
<u>RAIL FIXED GUIDEWAY</u>			
FY20 5337 Funds	\$ 1,972,516	100%	\$ 1,972,516
FY21 5337 Funds	\$ 2,232,774	100%	\$ 2,232,774
AMERICAN RESCUE PLAN (ARP) - BUS OPERATING ASSISTANCE	\$ 2,509,567	100%	\$ 2,509,567
AMERICAN RESCUE PLAN (ARP) - RAIL OPERATING ASSISTANCE	\$ 7,526,627	100%	\$ 7,526,627
AMERICAN RESCUE PLAN - GENERAL & ADMINISTRATION OPERATING ASSISTANCE	\$ 3,307,158	100%	\$ 3,307,158
TOTAL OPERATING GRANTS	\$ 24,415,264		\$ 21,781,841



NON-OPERATING REVENUE: FEDERAL GRANTS - OPERATING

FEDERAL GRANTS

- **AMERICAN RESCUE PLAN (ARP) ACT FUNDING**
 - DCTA is the designated recipient for the Denton-Lewisville UZA, which received an apportionment of \$14,073,192 in ARP Act funds.
 - Reimbursement will be at 100% federal share, with no local match.
 - Operating assistance caps and ADA assistance caps have been waived.
 - Expenses eligible for reimbursement:
 - Payroll expenses
 - Operating assistance
 - Preventive maintenance
 - Of the \$14.1M in funding, FY22 proposed budget includes \$13.3M to be requested in FY22:
 - Programming of \$2.5M for bus operating assistance
 - Programming of \$7.5M for rail operating assistance
 - Programming of \$3.3M for G&A payroll expense

BUILDING THE GENERAL & ADMINISTRATIVE BUDGET



BUILDING THE GENERAL & ADMINISTRATIVE BUDGET

OPERATING EXPENSES – GENERAL & ADMINISTRATIVE (\$6.8 MILLION)

Description	FY 2021 Revised Budget	FY 2022 Proposed Budget (June Version)	FY 2022 Proposed Budget (August Version)	\$ Increase / (Decrease) from FY 2021 Revised
GENERAL & ADMINISTRATIVE EXPENSES				
Salary, Wages & Benefits	\$ 3,587,946	\$ 3,307,158	\$ 3,842,511	\$ 254,565
Outsourced Services & Charges	3,098,848	1,987,968	2,436,018	(662,830)
Materials & Supplies	148,050	79,150	87,850	(60,200)
Utilities	23,600	42,710	42,710	19,110
Insurance	13,788	15,515	15,515	1,727
Purchased Transportation Services	-	-	-	-
Employee Development	212,004	205,305	205,305	(6,699)
Leases & Rentals	131,400	130,520	130,520	(880)
Depreciation	70,000	-	66,626	(3,374)
Total G&A Operating Expenses	\$ 7,285,636	\$ 5,768,326	\$ 6,827,055	\$ (458,581)

WAGES & BENEFITS

- Increase of \$255k
 - Merit increase of 3.5% included
 - Assumes a 10% increase for benefit premiums
 - Includes net overall \$480k in G&A to address overall staffing needs as discussed with the Board

OUTSOURCED SERVICES & CHARGES

- Net decrease of \$663k
 - Reduction of Accenture expenses - \$625k
 - Reduction of planning services - \$300k
 - Reduction in legal service - \$35k
 - Reduction in Marketing Professional Services - \$158k
 - Addition of Operating Expanded Level Projects - \$448k

MATERIALS & SUPPLIES

- Decrease of \$60k
 - Overall reduction of office supplies & computer replacement needs

FY2022 PROPOSED BUDGET

STAFFING LEVEL REVIEW

DIVISION SUMMARY				
	FY 2020	FY 2021 Working Budget	FY 2022 Proposed Budget	Variance
GENERAL & ADMINISTRATIVE DIVISION				
President/CEO Department	1.00	1.00	1.00	-
Administration Department	2.00	2.00	2.00	-
Finance Department	11.00	11.00	13.00	2.00 (A)
Strategic Planning & Development Department	5.00	4.00	3.60	(0.40) (B), (C)
Marketing & Communications Department	5.00	4.00	5.00	1.00 (D)
Transit Management Department	-	3.00	-	(3.00) (C), (E), (F)
Human Resources Department	1.50	2.00	2.00	-
Information Technology Department	3.00	3.00	3.00	-
BUS OPERATIONS DIVISION				
Mobility Services Department	4.00	4.00	6.40	2.40 (B), (F), (G)
RAIL OPERATIONS DIVISION				
Rail Operations Department	3.00	2.00	4.00	2.00 (B), (C), (F)
TOTAL DCTA FTE STAFF	35.50	36.00	40.00	4.00
(H)				
THIRD PARTY CONTRACT OPERATIONS				
Contracted Bus Services (NTMC)*	137.00	118.00	80.00	(38.00) (I)
<i>Bus Administration Department</i>	<i>6.00</i>	<i>4.00</i>	<i>3.00</i>	<i>(1.00)</i>
<i>Customer Service Department</i>	<i>10.00</i>	<i>10.00</i>	<i>9.00</i>	<i>(1.00)</i>
<i>Supervisors/Dispatchers Department</i>	<i>12.00</i>	<i>14.00</i>	<i>13.00</i>	<i>(1.00)</i>
<i>Maintenance Department</i>	<i>18.00</i>	<i>21.00</i>	<i>16.00</i>	<i>(5.00)</i>
<i>Bus Operators</i>	<i>91.00</i>	<i>69.00</i>	<i>39.00</i>	<i>(30.00)</i>
Contracted Rail Services (First Transit + Subcontractors)	45.00	45.00	45.00	-
TOTAL THIRD PARTY CONTRACT OPERATIONS	182.00	163.00	125.00	(38.00)
*Contracted Bus Services FTE methodology is based on operator hours.				
(J)				

- (A) Addition of Accounting Manager and Finance Assistant (2 FTEs)
- (B) Transfer of Director of Capital Development (1 FTE) from Strategic Planning & Development to Mobility Services (0.2 FTE) and Rail (0.8 FTE)
- (C) Transfer of Deputy CEO (1 FTE) from Transit Management to Strategic Planning & Development (0.6 FTE) and Rail (0.4 FTE)
- (D) Addition of Director of Public Involvement & Communications (1 FTE)
- (E) Deletion of VP, Mobility Services & Administration (1 FTE)
- (F) Transfer of Project Controls Coordinator (1 FTE) from Transit Management to Mobility Services (0.2 FTE) and Rail (0.8 FTE)
- (G) Addition of Supply Coordinator and Mobility Services Coordinator (2 FTEs)
- (H) FY21 Changes: Conversion of part-time HR Assistant to full-time Human Resources & Training Specialist (net +0.5 FTE)
- (I) Elimination of Quality Control Coordinator (1 FTE), Customer Service Shift Supervisors (2 FTEs), Mobility Service Dispatcher (1 FTE), Trainer (1 FTE), Mechanics (3 FTEs) and Service Attendants (3 FTEs); addition of Lead Custodian (1 FTE); addition of Mobility Service Representatives (2 FTEs); Reduction of Bus Operators (30 FTEs) due to 66k decreased service hours provided by NTMC
- (J) FY21 Changes: Reduction of Bus Operators (22 FTEs) due to 47k decreased service hours as a result of measures taken during COVID-19 pandemic; addition of service attendants (3 FTEs) to accommodate additional vehicle cleaning in response to COVID-19

EXPANDED LEVEL PROJECT REQUESTS – OPERATING (G&A)

IT PROJECT MANAGER CONSULTANT - \$124,800

- Annual expense – Outsourced Services & Charges

DBE COMPLIANCE SUPPORT CONTRACT - \$120K

- Annual expense – Outsourced Services & Charges

GoZONE MOBILIZATION - \$211,950

- One time expense
- Total project \$389,650 allocated across agency

BUILDING THE BUS OPERATIONS BUDGET



BUILDING THE BUS OPERATIONS BUDGET

DEPARTMENTAL CODES – DCTA BUS DEPARTMENTS

ADMINISTRATIVE/SUPPORT

- 500 – Bus Service Administration
- 505 – DCTA Bus Operations Management
- 570 – Customer Service
- 580 – Supervisors & Dispatch
- 590 – Maintenance

FIXED ROUTE

- 511 – Denton Fixed Route
- 512 – Highland Village Fixed Route
- 513 – Lewisville Fixed Route
- 540 – North Texas Xpress

DEMAND RESPONSE

- 531 – Denton Demand Response
- 532 – Highland Village Demand Response
- 533 – Lewisville Demand Response

CONTRACT SERVICES

- 200 – University of North Texas (UNT)
- 210 – North Central Texas College (NCTC)
- 220 – Frisco
- 230 – Collin County Transit (CCT)
- 240 – Mobility as a Service (MaaS)

BUILDING THE BUS OPERATIONS BUDGET

DEPARTMENTAL CODES – NTMC BUS DEPARTMENTS

ADMINISTRATIVE/SUPPORT

- 700 – NTMC Administration
- 770 – NTMC Customer Service
- 780 – NTMC Supervisors & Dispatch
- 790 – NTMC Maintenance

FIXED ROUTE

- 711 – NTMC Denton Fixed Route
- 712 – NTMC Highland Village Fixed Route
- 713 – NTMC Lewisville Fixed Route
- 740 – NTMC North Texas Xpress

DEMAND RESPONSE

- 731 – NTMC Denton Demand Response
- 732 – NTMC Highland Village Demand Response
- 733 – NTMC Lewisville Demand Response

CONTRACT SERVICES

- 701 – NTMC UNT
- 702 – NTMC NCTC
- 703 – NTMC Frisco
- 704 – NTMC CCT

BUILDING THE BUS OPERATIONS BUDGET

GLOSSARY OF TERMS – SERVICE TYPES



FIXED ROUTE SERVICE

- Services provided on a repetitive, fixed schedule along a specific route with vehicles stopping to pick up & deliver passengers to specific locations; each fixed route trip serves the same origins & destinations.

DEMAND RESPONSE SERVICE

- A transit mode comprised of passenger cars, vans or small buses operating in response to calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick up the passengers & transport them to their destinations.

DIRECTLY OPERATED (DO)

- Transportation service provided directly by a transit agency, using their employees to supply the necessary labor to operate the revenue vehicles. This includes instances where an agency's employees provide purchased transportation (PT) services to the agency through a contractual agreement.

PURCHASED TRANSPORTATION (PT)

- Transportation service provided to a public transit agency or governmental unit from a public or private transportation provider based on a written contract. The provider is obligated in advance to operate public transportation services for a public transit agency or governmental unit for a specific monetary consideration, using its own employees to operate revenue vehicles.

BUILDING THE BUS OPERATIONS BUDGET

GLOSSARY OF TERMS – METRICS



REVENUE HOURS

- The hours that vehicles travel while in revenue service including revenue service & layover/recovery time

REVENUE MILES

- The miles that vehicles travel while in revenue service

DEADHEAD (MILES & HOURS)

- The miles & hours that a vehicle travels when out of revenue service including leaving or returning to the garage or yard facility, changing routes, & when there is no expectation of carrying revenue passengers

SERVICE HOURS

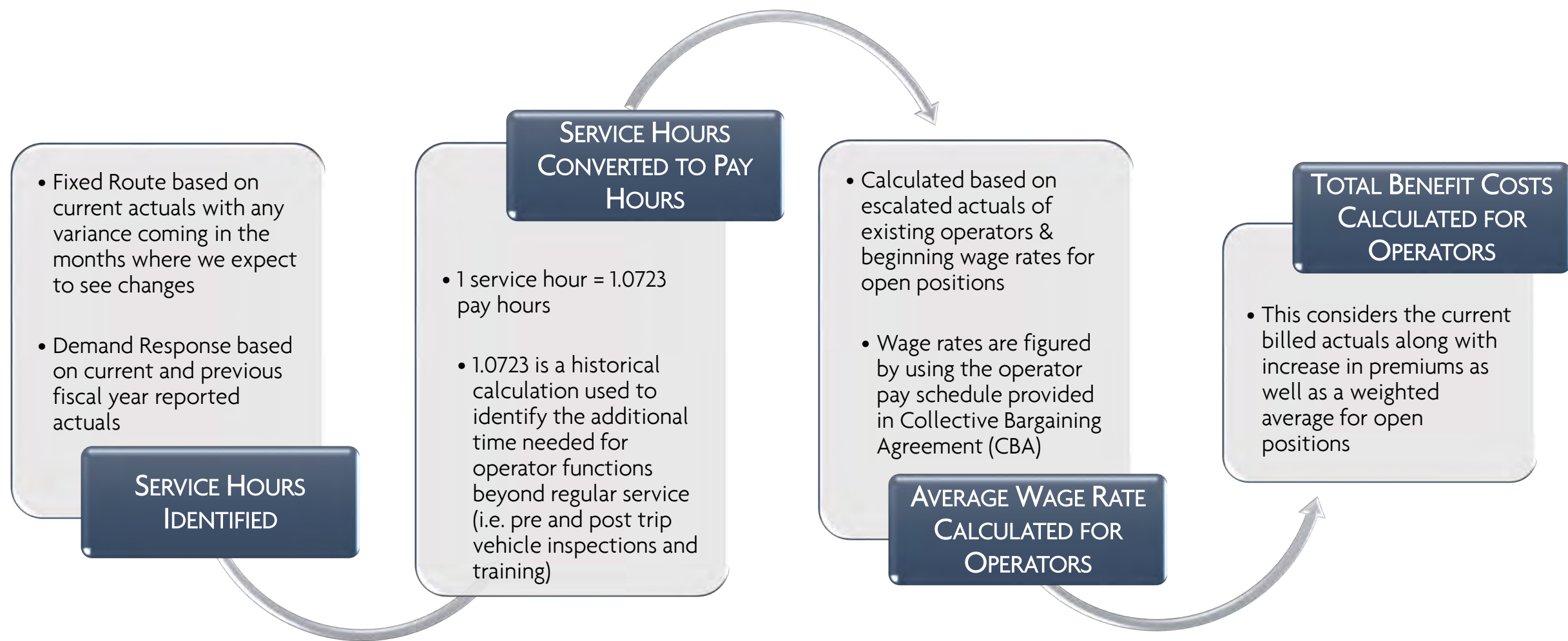
- Revenue hours plus applicable deadhead hours

SERVICE MILES

- Revenue miles plus applicable deadhead miles

BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

OPERATOR WAGES & BENEFITS



BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

OPERATOR WAGES & BENEFITS

SALARY & WAGES
(REGULAR)

PAY HOURS * AVERAGE WAGE RATE

SALARY & WAGES
(OVERTIME)

SALARY & WAGES (REGULAR) * 8.3%

PAID TIME OFF

(SERVICE HOURS * 0.1362) * AVERAGE WAGE RATE

BENEFITS

ALLOCATE TOTAL COST OF BENEFITS FOR ALL OPERATORS BASED ON SERVICE HOURS



BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

SERVICE MILES & FUEL

Large Bus (Diesel)		Small Bus (Gasoline)	
Service - Route	Service Miles	Service - Route	Service Miles
Denton Connect - Route 1	8,784.57	Denton Connect - Route 4	50,015.05
Denton Connect - Route 2	7,815.50	Lewisville Connect - Route 21	42,548.50
Denton Connect - Route 3	23,935.16	Lewisville Connect - Route 22	40,100.81
Denton Connect - Route 6	9,904.43	Denton Access	86,573.81
Denton Connect - Route 7	39,420.70	Lewisville Access	47,568.45
Denton Connect - Monsignor King	5,034.80	Highland Village Access	7,270.07
North Texas Xpress	26,573.80	Frisco Demand Response	37,915.28
UNT Campus Shuttle - Discovery Park	138,721.64	Collin County Demand Response	2,274.00
UNT Campus Shuttle - Discovery Park Limited	5,222.40		
UNT Campus Shuttle - Bernard Street	41,316.82		
UNT Campus Shuttle - Colorado Express	50,742.84		
UNT Campus Shuttle - Eagle Point	13,134.72		
UNT Campus Shuttle - Mean Green	14,764.59		
UNT Campus Shuttle - Mean Green Night Rider	9,079.40		
UNT Campus Shuttle - Mean Green Plus	7,831.40		
UNT Campus Shuttle - North Texan	35,439.94		
UNT Campus Shuttle - Centre Place	89,643.79		
UNT Campus Shuttle - Parking Express A	23,328.52		
UNT Campus Shuttle - Parking Express B	22,493.99		
UNT Campus Shuttle - Daugherty Street	22,493.99		
Total Large Bus Service Miles	595,683.00	Total Small Bus Service Miles	314,265.98

FUEL = (SERVICE MILES / MPG) * \$3.00

205,175

(SERVICE + SUPPORT VEHICLE GALLONS)

TOTAL BUS OPERATIONS FUEL BUDGET

\$615,532

	GALLONS	BUDGET
BUS SERVICES (DIESEL)	161,425	\$ 484,278
BUS SERVICES (GASOLINE)	37,750	113,254
	199,175	597,532
SUPPORT VEHICLES	6,000	18,000
	205,175	\$ 615,532

BUILDING THE BUS OPERATIONS BUDGET – DIRECTLY OPERATED SERVICE

SERVICE HOURS

SERVICE NAME	SERVICE HOURS
DENTON FIXED ROUTE	10,916.35
MONSIGNOR KING SERVICE	1,228.00
LEWISVILLE FIXED ROUTE	4,630.25
DENTON ACCESS	7,265.43
HIGHLAND VILLAGE ACCESS	554.11
LEWISVILLE ACCESS	4,175.60
UNIVERSITY OF NORTH TEXAS	43,110.57
NORTH TEXAS XPRESS	771.00
FRISCO DEMAND RESPONSE	2,513.48
COLLIN COUNTY TRANSIT DEMAND RESPONSE	126.06
TOTAL	75,290.84



CONNECT SERVICE (FIXED ROUTE)

- INCLUDES ROUTES 3 & 7 WITH SERVICE ENDING IN MARCH 2022
- INCLUDES MONSIGNOR KING SERVICE OPERATED SIX DAYS A WEEK
- INCLUDES ROUTES 1, 2, 4, 6, 21 & 22 WITH SERVICE ENDING DECEMBER 6, 2021



COLLIN COUNTY TRANSIT (DEMAND RESPONSE)

- SERVICE ENDING IN DECEMBER 2021, BASED ON CONTRACT EXTENSION APPROVED AT THE 6/24/21 BOARD MEETING

BUILDING THE BUS OPERATIONS BUDGET – PURCHASED TRANSPORTATION SERVICE VIA BUDGET DETAILS

TYPE OF SERVICE	COST PER VEHICLE HOUR	MAX. NUMBER OF VEHICLE HOURS	TOTAL COST
BASE SERVICE (MONDAY – SATURDAY)	\$ 41.06	99,097	\$ 4,068,910
PHASE 1 ADD-ONS:			
SATURDAY SERVICE HOURS EXTENSION		1,560	64,054
DENIA NEIGHBORHOOD EXPANSION		6,250	256,626
BUSINESS 121 NORTH ZONE EXPANSION		4,874	200,127
FRANKFORD STATION (DART) TO THE LEWISVILLE/HV ZONE		4,250	174,505
SUNDAY A-TRAIN REPLACEMENT		1,860	76,372
SERVICE TO/FROM TRINITY MILLS STATION (“GUARANTEED RIDE HOME”)		2,750	112,915
SUNDAY AND HOLIDAY SERVICE		9,300	381,858
TOTAL PHASE 1 ADD-ONS		30,844	\$ 1,266,458
TOTAL BASE SERVICE + PHASE 1 ADD-ONS		129,941	\$ 5,335,368

BUILDING THE BUS OPERATIONS BUDGET

PURCHASED TRANSPORTATION

	ENTERPRISE HOLDINGS (VANPOOL)	IRVING HOLDINGS (TAXI)	LYFT	VIA	TOTAL PURCHASED TRANSPORTATION
UNT	\$ -	\$ -	\$ 72,000	\$ -	\$ 72,000
FRISCO	-	10,939	5,122	-	16,061
CCT	-	52,400	-	-	52,400
COPPELL	-	-	45,000	-	45,000
ALLIANCE ZIP ZONE (BILLED TO TRINITY METRO + ADMIN FEE)	-	-	74,482	-	74,482
VANPOOL (GRANT FUNDED; 100% FEDERAL)	220,784	-	-	-	220,784
DEMAND RESPONSE	-	-	-	5,335,368	5,335,368
					\$ 5,816,095

BUILDING THE BUS OPERATIONS BUDGET

HOURS OF SERVICE COMPARISON

TYPE OF SERVICE	FY21 SERVICE HOURS BUDGETED	FY22 SERVICE HOURS BUDGETED	CHANGE
FIXED ROUTE BUS SERVICE	67,794.17	16,774.60	-51,019.57
ACCESS SERVICE	13,497.84	11,995.14	-1,502.70
ZONE SERVICE	5,312.60	--	-5,312.60
VIA BASE SERVICE	--	99,097.00	99,097.00
VIA PHASE 1 ADD-ONS	--	30,844.00	30,844.00
UNT CAMPUS SHUTTLES	37,941.76	43,110.57	5,168.81
FRISCO	3,949.92	2,513.48	-1,436.44
COLLIN COUNTY TRANSIT	474.99	126.06	-348.93
NORTH TEXAS XPRESS	4,010.67	771.00	-3,239.67
NCTC CAMPUS SHUTTLES	--	--	0.00
TOTAL HOURS OF SERVICE	132,981.95	205,231.85	72,249.90
TOTAL BUDGET	\$13,237,395	\$16,136,776	\$2,899,381

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

UNT CONTRACT DETAILS

TYPE OF SERVICE	RATE	BILLING METRIC		TOTAL REVENUE
BASE SERVICE	\$ 65.67	BASE SERVICE HOURS	41,982	\$ 2,757,073
LATE NIGHT SERVICE	\$ 56.62	LATE NIGHT SERVICE HOURS	1,129	63,906
LYFT SERVICE	PASS-THROUGH COST			72,000
FUEL EXPENSE	PASS-THROUGH COST			355,660
		TOTAL CONTRACT VALUE		\$ 3,248,639

- Contract has been in place since 2005; current contract Sept 2018 – Aug 2028
- UNT transferred vehicles to DCTA upon execution of contract in Sept 2018
 - Contracted base service hourly rate includes funding for replacement of vehicles

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

FRISCO CONTRACT DETAILS

TYPE OF SERVICE	BILLING METRIC	TOTAL REVENUE
DIRECTLY OPERATED SERVICE		
	CUSTOMER CALL CENTER ALLOCATION	\$ 33,852
	MAINTENANCE ALLOCATION	30,372
	VEHICLE EXPENSES	21,138
	OPERATOR EXPENSES	106,883
FUEL EXPENSE	PASS-THROUGH COST	16,252
TAXI SERVICE	PASS-THROUGH COST	10,939
LYFT EXPENSE	PASS-THROUGH COST	5,122
ADMINISTRATIVE FEE	INCLUDES 60% OF THE FOLLOWING COSTS:	
	DIRECTLY OPERATED SERVICE COSTS	125,097
	COST OF TAXI TRIPS PROVIDED	6,564
	COST OF LYFT TRIPS PROVIDED	3,074
	PASSENGER FARES RETAINED BY DCTA	(9,376)
TOTAL CONTRACT VALUE		\$ 349,917

FRISCO CONTRACT:

- Contract has been in place since 2015
- Total budget is based on task order amount and broken out between directly operated and purchased transportation services

TAXI SERVICE:

- Takes recent trends in trips taken and overall spend to project service levels and ridership

LYFT SERVICE:

- Based on Lyft task order amount

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

COLLIN COUNTY TRANSIT (CCT) CONTRACT DETAILS

TYPE OF SERVICE	RATE	BILLING METRIC	TOTAL REVENUE	
BASE SERVICE	\$ 96.42	BASE SERVICE HOURS	126.06	\$ 12,156
FUEL EXPENSE	PASS-THROUGH COST			975
TAXI EXPENSE	FUNDS LOADED TO DEBIT CARDS			52,400
IRVING HOLDINGS FEE	15% OF THE VALUE OF THE TAXI TRIPS TAKEN			7,801
ADMINISTRATIVE FEE	60% OF THE VALUE OF THE TAXI TRIPS TAKEN + IRVING HOLDINGS' ADMIN FEE			35,883
		PASSENGER FARES RETAINED BY DCTA		(562)
		TOTAL CONTRACT VALUE		\$ 108,653

- Contract has been in place since 2017
- Budget is based on task order amount and broken out between directly operated and purchased transportation services
- Taxi Service - takes recent trends in trips taken and overall spend to project service levels and ridership
- Service budgeted until December 31, 2021 based on proposed contract extension to be presented at the 6/24/21 Board meeting

BUILDING THE BUS OPERATIONS BUDGET – CONTRACT SERVICE

MOBILITY AS A SERVICE (MAAS) CONTRACT DETAILS

TYPE OF SERVICE	TOTAL REVENUE
COPPELL LYFT SERVICE	\$ 74,482
COPPELL ADMINISTRATIVE FEE (60%)	44,689
TOTAL COPPELL CONTRACT REVENUE	\$119,171
ALLIANCE LYFT SERVICE – BILLED TO TRINITY METRO	\$74,482
ALLIANCE ADMINISTRATIVE FEE (20%)	14,897
TOTAL ALLIANCE CONTRACT REVENUE	\$89,379

BUILDING THE BUS OPERATIONS BUDGET

OPERATING EXPENSES – BUS (\$17.5 MILLION)

Description	FY 2021 Revised Budget	FY 2022 Proposed Budget (June Version)	FY 2022 Proposed Budget (August Version)	\$ Increase / (Decrease) from FY 2021 Revised
BUS OPERATIONS EXPENSES				
Salary, Wages & Benefits	\$ 8,018,672	\$ 5,665,318	\$ 6,441,844	\$ (1,576,828)
Outsourced Services & Charges	1,777,137	1,398,358	1,790,955	13,818
Materials & Supplies	1,766,462	1,371,575	1,461,080	(305,382)
Utilities	219,442	199,183	199,183	(20,259)
Insurance	452,765	345,082	345,082	(107,683)
Purchased Transportation Services	823,514	5,794,006	5,816,095	4,992,581
Employee Development	74,735	75,685	75,685	950
Leases & Rentals	104,668	6,852	6,852	(97,816)
Depreciation	1,382,069	-	1,329,404	(52,665)
Total Bus Operations Expenses	\$ 14,619,464	\$ 14,856,059	\$ 17,466,180	\$ 2,846,716

WAGES & BENEFITS

- Decrease of \$1.6M
 - Due to transition of fixed route service to on demand service and reduction of service hours
 - Average Operator Rate:
 - \$19.51 (Oct – Nov); \$20.86 (Dec – March); \$21.55 (April – Sept)
 - Assumes a 10% increase for benefit premiums
 - Includes \$258k in Operator incentive pay

MATERIALS & SUPPLIES

- Decrease of \$305k
 - Reduction in fuel expenses by \$234k due to reduction in service hours in FY22

PURCHASED TRANSPORTATION SERVICES

- Increase of \$5M
 - FY22 includes \$5.3M in VIA purchased transportation services for Base Service + Phase 1 Add-Ons

INSURANCE, LEASES & RENTALS

- Insurance decrease of \$108k
- Leases & Rentals decrease of \$98K
 - Decreased due to the reduction in service

EXPANDED LEVEL PROJECT REQUESTS – OPERATING (BUS)

FACILITIES MANAGEMENT CONSULTING SERVICES - \$75K

- Annual expense
- Total Project - \$100k; split between Bus & Rail

TITLE VI PROGRAM UPDATE - \$75K

- One time expense

GoZONE MOBILIZATION - \$177,700

- One time expense
- Total project \$389,650 allocated across agency

LAW ENFORCEMENT/CROWD CONTROL (DDTC) - \$101,600

- Annual Expense

ADDITION OF MOBILITY SERVICE REPRESENTATIVES - \$96,003

- Annual Expense

BUILDING THE RAIL OPERATIONS BUDGET



BUILDING THE RAIL OPERATIONS BUDGET

GLOSSARY OF TERMS



TRAIN CREW HOURS

- Sum of all hours that railcars operate including scheduled hours, special trains, test trains, and maintenance yard movements. Contractor's employees are paid from this funding line.

CAR MILES

- Sum of all miles that railcars operate including scheduled miles, special trains, test trains, and maintenance yard movements, multiplied by the number of cars in the train consist. Consists may be comprised of 1 or 2 car train sets.

MAINTENANCE OF WAY

- Including but not limited to drainage, pedestrian crosswalks, grading, signage, access roads, catch-basins, slopes, power feeds, and related Right-of-Way elements. The contractor is responsible for 25 feet in each direction from the nearest running rail.

TRINITY MILLS PLATFORM & RESTROOM MAINTENANCE

- Trinity Mills Station is a shared station of DART light rail and DCTA rail service with separate platforms for the two services. DART provides maintenance for these facilities according to contract terms.

BUILDING THE RAIL OPERATIONS BUDGET

OPERATING EXPENSES— RAIL (\$24.6 MILLION)

Description	FY 2021 Revised Budget	FY 2022 Proposed Budget (June Version)	FY 2022 Proposed Budget (August Version)	\$ Increase / (Decrease) from FY 2021 Revised
RAIL OPERATIONS EXPENSES				
Salary, Wages & Benefits	\$ 293,597	\$ 606,019	\$ 606,595	\$ 312,998
Outsourced Services & Charges	479,026	809,659	834,659	355,633
Materials & Supplies	1,022,300	1,103,100	1,103,100	80,800
Utilities	265,768	284,388	284,388	18,620
Insurance	1,338,961	1,341,057	1,341,057	2,096
Purchased Transportation Services	10,380,143	10,834,065	10,864,067	483,924
Employee Development	9,300	13,055	13,055	3,755
Leases & Rentals	2,400	2,400	2,400	-
Depreciation	9,037,306	-	9,503,434	466,128
Total Rail Operations Expenses	\$ 22,828,801	\$ 14,993,743	\$ 24,552,755	\$ 1,723,954

WAGES & BENEFITS

- Increase of \$313k
 - Includes reallocation of key positions related to the oversight & process of bus/rail operations
 - Merit increase of 3.5% included
 - Assumes a 10% increase for benefit premiums

OUTSOURCED SERVICES & CHARGES

- Increase of \$356k
 - Increase of \$55k for consulting services
 - Includes est. DART Access/Impact Fee \$240k
 - Includes additional \$17k in allocated expenses for fare media printing & computer/software maintenance
 - Includes \$25k for Facilities Maintenance ELP

PURCHASED TRANSPORTATION SERVICES

- Increase of \$484k
 - Increase in overall rates based on FY22 contract detail
 - Increase in train crew hours of 3,824
 - Decrease in car miles of 172k
 - PTC Operating included at \$200k

BUILDING THE RAIL OPERATIONS BUDGET

RAIL OPERATIONS & MAINTENANCE AGREEMENT

CONTRACT DETAIL	UNITS	FY 2022 RATE	FY 2022	FY 2021	
TRAIN CREW HOURS	19,424	\$150.99	\$2,932,800	\$1,794,000	RIO GRANDE PACIFIC CORP
CAR MILES	403,971	\$3.72	\$1,502,771	\$2,016,000	
MANAGEMENT / ADMINISTRATION	12 MONTHS	\$157,412	\$1,888,942	\$1,841,030	
DISPATCH OPERATIONS	12 MONTHS	\$50,330	\$603,959	\$591,248	
FACILITY MAINTENANCE	12 MONTHS	\$254,704	\$3,056,450	\$2,962,942	
VEHICLE MAINTENANCE	ANNUAL ALLOWANCE		\$200,000	\$200,000	
MAINTENANCE OF WAY	ANNUAL ALLOWANCE		\$260,000	\$260,000	
ASSET MANAGEMENT / TECHNOLOGY	12 MONTHS	\$7,201	\$86,409	\$84,592	
MISC. CREW COSTS	50 HOURS	\$86.08	\$7,747	\$7,535	
TICKET VENDING MACHINE MAINTENANCE & REVENUE COLLECTION			\$42,351	\$40,334	
TRINITY MILLS PLATFORM MAINTENANCE	12 MONTHS	\$1,380	\$16,560	\$16,560	DART ILA
TRINITY MILLS RESTROOM MAINTENANCE			\$6,078	\$5,901	
TOTAL			\$10,604,067	\$9,820,142	

** FY 2022 budget also includes \$200k for PTC operating costs and \$60k for enhanced COVID-19 cleaning not included in the above schedule

BUILDING THE RAIL OPERATIONS BUDGET

OPERATING EXPENSES

KEY BUDGET COMPONENTS:

FUEL

BUDGETED @ \$3.00/GALLON

367,200

(STADLER & SUPPORT VEHICLE GALLONS)

TOTAL RAIL OPERATIONS FUEL BUDGET

\$1,101,600

OUTSOURCED SERVICES & CHARGES

- DENTON COUNTY SHERIFF DEPT INTERLOCAL AGREEMENT - \$106K
- DART ACCESS/IMPACT ANNUAL FEE - \$240K
- LANDSCAPE CONTRACT - \$119K

INSURANCE

- GENERAL LIABILITY - \$795K
- PROPERTY DAMAGE - \$94K
- VEHICLE INSURANCE - \$451K

PURCHASED TRANSPORTATION

- RAIL OPERATIONS & MAINTENANCE AGREEMENT - \$10.6M
- PTC OPERATING EXPENSE - \$200K
- ENHANCED COVID-19 CLEANING - \$60K

FY2022 PROPOSED BUDGET

NON-OPERATING EXPENSE

- 2011 CONTRACTUAL OBLIGATIONS:
 - \$14,390,000 TOTAL; \$9,855,000 OUTSTANDING AT 9/30/21
 - DEBT SERVICE THROUGH 2031
 - PROCEEDS USED FOR PURCHASE OF RAIL VEHICLES AND FIRST PHASE OF PTC
- 2020 SALES TAX REVENUE REFUNDING BONDS:
 - \$12,930,000 TOTAL; \$11,325,000 OUTSTANDING AT 9/30/21
 - REFUNDED 2009 ISSUANCE (12-YEAR TERM)
 - DEBT SERVICE THROUGH 2032

	PRINCIPAL PAYMENT	INTEREST EXPENSE	FY2022 DEBT SERVICE
2011 ISSUANCE	\$ 780,000	\$ 309,600	\$ 1,089,600
2020 ISSUANCE	1,600,000	112,800	1,712,800
	\$ 2,380,000	\$ 422,400	\$ 2,802,400

FY2022 PROPOSED BUDGET

DCTA TRANSFER OUT TO NTMC BUDGET

NTMC FY2022 PROPOSED BUDGET	
SALARY, WAGES & BENEFITS	\$ 5,787,307
OUTSOURCED SERVICES & CHARGES	450,970
MATERIALS & SUPPLIES	1,936
INSURANCE	65,842
EMPLOYEE DEVELOPMENT	58,660
TOTAL OPERATING EXPENSES	\$ 6,364,715
TRANSFER IN FROM DCTA	\$ 6,364,715
CHANGE IN NET POSITION	\$ -

CAPITAL IMPROVEMENT & MAJOR MAINTENANCE NEEDS



CAPITAL IMPROVEMENT & MAJOR MAINTENANCE NEEDS

EXISTING CAPITAL ROLLOVERS

INTEGRATED FARE PAYMENT
FY22 IMPACT - \$300K

- Will allow better tracking of ridership trends, reduce in-house cash collections, and improve boarding speed for passengers
- Once new service levels have been established, DCTA will re-assess fleet needs in order to utilize these funds to outfit the correct number of remaining vehicles
- Grant funds associated - \$250k

POSITIVE TRAIN CONTROL
IMPLEMENTATION
FY22 IMPACT - \$597K

- Positive Train Control (PTC) implementation that was achieved by the December 31, 2020 mandate.
- Remaining \$597k of the project to be rolled over to FY22 for project completion
- Grant funds associated - \$477,600

POSITIVE TRAIN CONTROL
ENHANCEMENTS
FY22 IMPACT - \$4,851,820

- DCTA received a Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant from the Federal Railroad Administration for \$4,000,000 (20% local match) to address need for enhancements
- Remaining \$4,851,820 to rollover to FY22

BROWNFIELD REMEDIATION
FY22 IMPACT - \$20K

- The assessment has been completed - the site must be officially closed with the Texas Commission on Environmental Quality (TCEQ).
- Requires a Municipal Site Designation (MSD) from the City of Lewisville.
- Waiting on public meetings that the City is required to conduct. Once complete DCTA can file for closure certificate

CAPITAL IMPROVEMENT & MAJOR MAINTENANCE NEEDS

ANNUAL MAJOR MAINTENANCE NEEDS

- STADLER VEHICLE WRAP PROGRAM - \$45,000
- SWINGMASTER RAIL BRUSH MACHINE - \$95,000
- RAIL OPERATIONS & MAINTENANCE FACILITY SCHEDULED MAINTENANCE \$106,244
- RIGHT OF WAY MAINTENANCE - \$272,800
- STADLER VEHICLE MAINTENANCE \$1,317,398

MAJOR
MAINTENANCE
RAIL
\$1,836,442

- DDTC FACILITY SCHEDULED REPAIRS - \$131,618
- BUS OPERATIONS & MAINTENANCE FACILITY SCHEDULED REPAIRS - \$47,912

MAJOR
MAINTENANCE
BUS
\$179,530

CAPITAL IMPROVEMENT & MAJOR MAINTENANCE NEEDS

FY22 CAPITAL EXPANDED LEVEL PROJECT REQUESTS

BACKUP & DR
INFRASTRUCTURE
UPGRADES
\$45,000

- TO ENSURE THE AGENCY'S DATA IS KEPT SECURE WHILE STAYING ALIGNED WITH OUR EQUIPMENT REPLACEMENT CYCLES, THE SERVER AND STORAGE INFRASTRUCTURE WHICH CURRENTLY OPERATES AND CONTAINS DCTA'S BACKUP SOFTWARE AND BACKUP REPOSITORIES IS DUE FOR REPLACEMENT.
- THIS REPLACEMENT WILL OCCUR EVERY FIVE YEARS

BUS OMF
NETWORK VIDEO
RECORDER
\$26,000

- REPLACEMENT OF EXISTING NETWORK VIDEO RECORDER AT BUS OMF THAT IS AT THE END OF THE USEFUL LIFE.
- COST FACTORS IN PRICE OF HARDWARE IN ADDITION TO INSTALLATION/SERVICE BY VENDOR.

DDTC RAIL FIBER
EXTENSION
\$125,000

- PROJECT WILL CONNECT THE DDTC FACILITY TO THE REST OF DCTA'S FIBER NETWORK VIA UNDERGROUND BORING AND EXTENSION OF THE FIBER TO THE CURRENT TERMINATION POINT NEAR THE DDTC A-TRAIN PLATFORM.
- WILL PROVIDE HIGHER CAPACITY BANDWIDTH TO THE DDTC TO SUPPORT FUTURE PROJECTS SUCH AS FACILITY CAMERAS & ACCESS CONTROL WITHOUT LIMITING THE EXISTING NETWORK.

BUDGET CONTINGENCY PLAN

EXHIBIT 10

THE BOARD REVIEWS & ADOPTS THIS PLAN ANNUALLY ALONG WITH THE PROPOSED BUDGET

ADDRESSES ACTIONS TO BE TAKEN:

- SALES TAX REVENUE SHORTFALL
- SALES TAX REVENUE SUSTAINABLE INCREASE
- FEDERAL GRANT FUNDING REDUCTION



FY2022 PROPOSED BUDGET PUBLIC HEARING

QUESTIONS?



DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Long Range Financial Plan

	Audited 2020*	Adopted FY2021	Revised FY2021	Proposed FY2022	Proposed FY2023	Proposed FY2024	Proposed FY2025	Proposed FY2026	Proposed FY2027	Proposed FY2028	Proposed FY2029	Proposed FY2030	Proposed FY2031	Proposed FY2032	Proposed FY2033	Proposed FY2034	Proposed FY2035	Proposed FY2036	FY2020- FY2036
<i>Beginning Fund Balance:</i>	\$ 34,427,459	\$ 39,393,984	\$ 51,434,459	\$ 59,286,617	\$ 66,338,293	\$ 59,601,299	\$ 53,723,855	\$ 48,351,700	\$ 48,561,183	\$ 49,627,387	\$ 50,111,422	\$ 50,186,082	\$ 49,736,510	\$ 48,237,732	\$ 46,575,911	\$ 46,920,754	\$ 45,850,393	\$ 44,360,454	\$ 34,427,459
OPERATING REVENUES																			
Bus Operating Revenue	3,760,388	3,790,114	3,965,472	4,242,754	4,345,396	4,496,865	4,634,774	4,785,326	4,940,522	5,090,068	5,111,017	5,153,317	5,176,115	5,197,230	5,242,558	5,265,237	5,289,054	5,381,101	82,077,195
Rail Operating Revenue	452,075	248,579	248,579	262,917	265,546	281,612	284,428	287,272	304,652	307,699	310,776	329,578	332,873	336,202	356,542	360,108	363,709	385,713	5,470,279
Misc. Revenue	419,978	-	200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	619,978
NON-OPERATING REVENUES																			
Sales Tax Revenue	29,817,365	26,624,124	31,154,178	32,088,804	32,730,580	33,385,192	34,386,747	35,418,350	36,480,900	37,575,327	38,702,587	39,863,665	41,059,575	42,291,362	43,560,103	44,866,906	46,212,913	47,599,300	647,193,855
Operating Grants	16,843,203	16,506,873	19,143,234	21,781,841	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	7,873,101	167,991,695
Investment Income	320,793	100,000	100,000	12,000	66,338	59,601	53,724	48,352	48,561	49,627	50,111	50,186	49,737	48,238	46,576	46,921	45,850	44,360	1,140,976
TOTAL REVENUES	51,613,802	47,269,690	54,811,463	58,388,316	45,280,962	46,096,371	47,232,775	48,412,401	49,647,737	50,895,823	52,047,592	53,269,847	54,491,401	55,746,133	57,078,880	58,412,272	59,784,627	61,283,576	904,493,978
OPERATING EXPENSES																			
Bus Operating Expense	11,925,879	12,807,603	13,237,395	16,136,775	16,968,627	17,455,426	17,805,800	18,385,551	19,208,730	19,969,468	20,593,721	21,484,602	22,061,663	22,858,715	23,718,389	24,437,261	25,608,914	26,496,613	338,353,529
Rail Operating Expense	13,847,789	13,586,327	13,891,495	15,149,321	15,236,232	15,675,160	16,112,864	16,587,455	17,057,216	17,558,776	18,067,616	18,601,655	19,145,106	19,698,601	20,283,463	20,874,086	21,485,703	22,119,108	301,391,644
G&A Operating Expense	5,462,513	6,201,129	7,215,636	6,760,429	7,037,838	6,958,636	7,190,667	7,434,759	7,691,818	7,962,827	8,248,860	8,551,086	8,870,780	9,209,335	9,568,271	9,949,245	10,354,069	10,784,724	139,251,494
TOTAL OPERATING EXPENSES	31,236,181	32,595,059	34,344,526	38,046,525	39,242,697	40,089,223	41,109,330	42,407,765	43,957,764	45,491,071	46,910,197	48,637,343	50,077,549	51,766,651	53,570,123	55,260,592	57,448,686	59,400,445	778,996,668
NET INCOME	20,377,621	14,674,631	20,466,937	20,341,791	6,038,264	6,007,148	6,123,444	6,004,636	5,689,973	5,404,752	5,137,395	4,632,504	4,413,852	3,979,482	3,508,757	3,151,680	2,335,942	1,883,131	125,497,311
CAPITAL OUTLAY & MAJOR MAINTENANCE																			
Bus Capital	8,237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,237
Bus Fleet Replacement	875	1,870,100	1,062,600	-	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	17,863,475
Professional Services / Technology Improvements	100,452	300,000	-	496,000	300,000	350,000	80,000	-	45,000	-	350,000	80,000	-	45,000	-	350,000	80,000	-	2,276,452
Transit Safety Improvements	125,607	-	10,650	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	136,257
Hike & Bike Trails	672,635	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	672,635
Major Maintenance Items - Rail	-	2,124,693	2,124,693	1,836,442	1,859,543	2,034,860	2,897,164	3,327,187	2,109,209	2,450,921	2,244,169	2,531,313	3,446,188	3,130,859	2,783,914	3,492,042	3,365,880	2,879,918	42,514,303
Major Maintenance Items - Bus	-	-	15,530	179,530	200,000	264,203	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	3,059,263
Positive Train Control	793,101	3,887,931	209,655	5,448,820	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,451,576
Infrastructure Acquisition - Old Town	2,363,256	-	11,745	-	634,981	-	-	-	-	-	-	-	-	-	-	-	-	-	3,009,982
Brownfield Remediation	-	43,752	26,595	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46,595
Transportation Reinvestment Program (TRiP)	-	5,914,152	7,742,134	7,115,979	8,038,509	6,964,681	6,048,373	-	-	-	-	-	-	-	-	-	-	-	35,909,677
TOTAL CAPITAL OUTLAY & MAJOR MAINTENANCE	4,064,163	14,140,628	11,203,602	15,096,771	12,233,033	10,813,744	10,425,538	4,727,187	3,554,209	3,850,921	3,994,169	4,011,313	4,846,188	4,575,859	4,183,914	5,242,042	4,845,880	4,279,918	111,948,452
TOTAL CAPITAL, MAINTENANCE AND OPERATING EXPENSES	35,300,344	46,735,687	45,548,128	53,143,296	51,475,730	50,902,967	51,534,868	47,134,952	47,511,973	49,341,992	50,904,367	52,648,656	54,923,736	56,342,510	57,754,037	60,502,634	62,294,566	63,680,363	890,945,119
CAPITAL SOURCES																			
Capital Grants	1,158,851	6,094,359	1,556,153	4,609,056	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	21,604,060
Capital Grants - Old Town	2,313,825	-	-	-	528,100	-	-	-	-	-	-	-	-	-	-	-	-	-	2,841,925
TOTAL CAPITAL SOURCES	3,472,676	6,094,359	1,556,153	4,609,056	1,548,100	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	24,445,985
DEBT SERVICE																			
2009 Refunding (Sales Tax) Debt Service	1,715,209	1,714,040	90,480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,805,689
2011 Contractual Obligations	1,063,925	1,082,040	1,082,040	1,089,600	1,104,048	1,123,382	1,141,307	1,157,824	1,172,933	1,191,633	1,213,768	1,229,182	1,253,030	-	-	-	-	-	13,822,672
2020 Series Refunding Bonds	-	-	1,794,810	1,712,800	986,278	967,467	948,755	930,142	916,628	898,163	874,798	861,581	833,413	2,085,444	-	-	-	-	13,810,275
TOTAL DEBT SERVICE	2,779,134	2,796,080	2,967,330	2,802,400	2,090,326	2,090,849	2,090,062	2,087,966	2,089,561	2,089,796	2,088,566	2,090,763	2,086,443	2,085,444	-	-	-	-	29,438,636
Internal Debt Service Coverage:	7.33	5.25	6.90	7.26	2.89	2.87	2.93	2.88	2.72	2.59	2.46	2.22	2.12	1.91	N/A	N/A	N/A	N/A	
<i>Outstanding Bond Principal as of September 30th</i>	23,360,000	21,405,000	21,180,000	18,800,000	17,090,000	15,345,000	13,565,000	11,750,000	9,895,000	8,000,000	6,065,000	4,085,000	2,065,000	-	-	-	-	-	
ENDING FUND BALANCE	51,434,459	43,226,266	59,286,617	66,338,293	59,601,299	53,723,855	48,351,700	48,561,183	49,627,387	50,111,422	50,186,082	49,736,510	48,237,732	46,575,911	46,920,754	45,850,393	44,360,454	42,983,667	42,983,667
<i>Less Required Fund Balance (O&M Reserve Policy)</i>	<i>7,809,045</i>	<i>8,148,765</i>	<i>8,586,132</i>	<i>9,511,631</i>	<i>9,810,674</i>	<i>10,022,306</i>	<i>10,277,333</i>	<i>10,601,941</i>	<i>10,989,441</i>	<i>11,372,768</i>	<i>11,727,549</i>	<i>12,159,336</i>	<i>12,519,387</i>	<i>12,941,663</i>	<i>13,392,531</i>	<i>13,815,148</i>	<i>14,362,171</i>	<i>14,850,111</i>	
<i>Less Sales Tax Stabilization Fund</i>	<i>894,521</i>	<i>798,724</i>	<i>934,625</i>	<i>962,664</i>	<i>981,917</i>	<i>1,001,556</i>	<i>1,031,602</i>	<i>1,062,550</i>	<i>1,094,427</i>	<i>1,127,260</i>	<i>1,161,078</i>	<i>1,195,910</i>	<i>1,231,787</i>	<i>1,268,741</i>	<i>1,306,803</i>	<i>1,346,007</i>	<i>1,386,387</i>	<i>1,427,979</i>	
<i>Less Fuel Stabilization Fund</i>	<i>450,000</i>	<i>326,000</i>	<i>326,000</i>	<i>273,937</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	<i>377,500</i>	
<i>Less Capital/Infrastructure Fund</i>	<i>4,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	<i>2,000,000</i>	
NET AVAILABLE FUND BALANCE	\$ 38,280,893	\$ 31,952,778	\$ 47,439,860	\$ 53,590,061	\$ 46,431,207	\$ 40,322,493	\$ 34,665,265	\$ 34,519,192	\$ 35,166,019	\$ 35,233,894	\$ 34,919,955	\$ 34,003,765	\$ 32,109,058	\$ 29,988,008	\$ 29,843,920	\$ 28,311,738	\$ 26,234,395	\$ 24,328,077	
ADMINISTRATION AS PERCENTAGE OF OPERATING + CAPITAL BUDGET	15%	13%	16%	13%	14%	14%	14%	16%	16%	16%	16%	16%	16%	16%	17%	16%	17%	17%	

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Change in Net Position - Combined Statement (DCTA & NTMC)

Description	FY 2020 Adopted Budget	FY 2020 Revised Budget	FY 2020 Actuals	DCTA FY 2021 Adopted Budget	DCTA FY 2021 Revised Budget	NTMC FY 2021 Adopted Budget	NTMC FY 2021 Revised Budget	FY 2021 Adopted Budget	FY 2021 Revised Budget	DCTA FY 2022 Proposed Budget (June Version)	DCTA FY 2022 Proposed Budget (August Version)	NTMC FY 2022 Proposed Budget (June Version)	NTMC FY 2022 Proposed Budget (August Version)	FY 2022 Proposed Budget (June Version)	FY 2022 Proposed Budget (August Version)
OPERATING REVENUE															
Passenger Revenues (Bus Farebox)	\$ 624,049	\$ 370,591	\$ 381,562	\$ 331,712	\$ 331,712	\$ -	\$ -	\$ 331,712	\$ 331,712	\$ 310,257	\$ 326,995	\$ -	\$ -	\$ 310,257	\$ 326,995
Passenger Revenues (Rail Farebox)	588,272	421,578	452,075	248,579	248,579	-	-	248,579	248,579	262,917	262,917	-	-	262,917	262,917
Contract Service Revenue	4,416,160	3,398,779	3,378,826	3,458,402	3,633,760	-	-	3,458,402	3,633,760	3,916,935	3,915,759	-	-	3,916,935	3,915,759
Total Operating Revenue	5,628,481	4,190,948	4,212,463	4,038,693	4,214,051	-	-	4,038,693	4,214,051	4,490,109	4,505,671	-	-	4,490,109	4,505,671
OPERATING EXPENSES															
Salary, Wages & Benefits	13,457,015	12,323,341	11,609,934	4,193,211	4,263,661	7,451,314	7,636,554	11,644,525	11,900,215	4,623,643	5,103,643	4,954,852	5,787,307	9,578,495	10,890,950
Outsourced Services & Charges	3,488,696	6,054,095	4,884,281	3,955,959	4,954,792	399,919	400,219	4,355,878	5,355,011	3,754,829	4,610,662	441,156	450,970	4,195,985	5,061,632
Materials & Supplies	3,307,659	2,452,919	1,922,266	2,917,735	2,933,519	3,293	3,293	2,921,028	2,936,812	2,551,889	2,650,094	1,936	1,936	2,553,825	2,652,030
Utilities	527,988	490,988	431,838	506,668	508,810	-	-	506,668	508,810	526,281	526,281	-	-	526,281	526,281
Insurance	1,884,965	1,882,858	1,783,994	1,681,336	1,685,712	118,878	119,802	1,800,214	1,805,514	1,635,812	1,635,812	65,842	65,842	1,701,654	1,701,654
Purchased Transportation Services	10,700,706	10,185,808	10,091,453	10,732,539	11,203,657	-	-	10,732,539	11,203,657	16,628,071	16,680,162	-	-	16,628,071	16,680,162
Employee Development	480,437	320,215	185,783	241,304	241,604	54,435	54,435	295,739	296,039	235,385	235,385	58,660	58,660	294,045	294,045
Leases & Rentals	229,633	229,633	226,632	238,468	238,468	-	-	238,468	238,468	139,772	139,772	-	-	139,772	139,772
Depreciation	10,612,052	10,612,052	9,558,814	10,489,375	10,489,375	-	-	10,489,375	10,489,375	-	10,899,464	-	-	-	10,899,464
Total Operating Expenses	44,689,151	44,551,909	40,694,995	34,956,595	36,519,598	8,027,839	8,214,303	42,984,434	44,733,901	30,095,682	42,481,275	5,522,446	6,364,715	35,618,128	48,845,990
Operating Income / (Loss)	(39,060,670)	(40,360,961)	(36,482,532)	(30,917,902)	(32,305,547)	(8,027,839)	(8,214,303)	(38,945,741)	(40,519,850)	(25,605,573)	(37,975,604)	(5,522,446)	(6,364,715)	(31,128,019)	(44,340,319)
NON-OPERATING REVENUE / (EXPENSE)															
Investment Income	400,000	325,000	320,793	100,000	100,000	-	-	100,000	100,000	12,000	12,000	-	-	12,000	12,000
Misc. Revenues	52,000	52,000	419,978	-	200,000	-	-	-	200,000	-	-	-	-	-	-
Sales Tax Revenue	29,019,184	26,805,374	29,817,365	26,624,124	31,154,178	-	-	26,624,124	31,154,178	32,088,804	32,088,804	-	-	32,088,804	32,088,804
Federal Grants & Reimbursements	10,226,774	15,750,649	19,877,331	22,601,232	20,699,387	-	-	22,601,232	20,699,387	26,368,808	26,390,897	-	-	26,368,808	26,390,897
State Grants & Reimbursements	780,389	438,548	438,548	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Debt Interest/Expense	(909,480)	(909,480)	(909,134)	(841,080)	(612,330)	-	-	(841,080)	(612,330)	(422,400)	(422,400)	-	-	(422,400)	(422,400)
Total Non-Operating Revenue / (Expense)	39,568,867	42,462,091	49,964,881	48,484,276	51,541,235	-	-	48,484,276	51,541,235	58,047,212	58,069,301	-	-	58,047,212	58,069,301
Income (Loss) Before Transfers	508,197	2,101,130	13,482,349	17,566,374	19,235,688	(8,027,839)	(8,214,303)	9,538,535	11,021,385	32,441,639	20,093,697	(5,522,446)	(6,364,715)	26,919,193	13,728,982
Transfers Out	(8,781,700)	(8,119,303)	(7,555,427)	(8,027,839)	(8,214,303)	-	-	(8,027,839)	(8,214,303)	(5,522,446)	(6,364,715)	-	-	(5,522,446)	(6,364,715)
Transfers In	8,781,700	8,119,303	7,555,427	-	-	8,027,839	8,214,303	8,027,839	8,214,303	-	-	5,522,446	6,364,715	5,522,446	6,364,715
Total Transfers	-	-	-	(8,027,839)	(8,214,303)	8,027,839	8,214,303	-	-	(5,522,446)	(6,364,715)	5,522,446	6,364,715	-	-
CHANGE IN NET POSITION	\$ 508,197	\$ 2,101,130	\$ 13,482,349	\$ 9,538,535	\$ 11,021,385	\$ -	\$ -	\$ 9,538,535	\$ 11,021,385	\$ 26,919,193	\$ 13,728,982	\$ -	\$ -	\$ 26,919,193	\$ 13,728,982
Net Position - Beginning of Year:	\$ 327,800,795	\$ 327,800,795	\$ 327,800,795					\$ 337,218,981	\$ 337,218,981					\$ 337,036,764	\$ 337,036,764
Net Position - End of Year:	\$ 328,308,992	\$ 329,901,925	\$ 341,283,144					\$ 346,757,516	\$ 348,240,366					\$ 363,955,957	\$ 350,765,746
Transfer to Capital Projects	\$ (10,282,173)	\$ (7,349,239)	\$ (4,064,163)					\$ (14,140,628)	\$ (11,203,602)					\$ (14,900,639)	\$ (15,096,771)
Net Position After Capital Project Transfer	\$ 318,026,819	\$ 322,552,686	\$ 337,218,981					\$ 332,616,888	\$ 337,036,764					\$ 349,055,318	\$ 335,668,975

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Revenues & Ridership

Bus Operations					
	FY 2020		FY 2021	FY 2021	FY 2022
	Actual		Adopted	Revised	Proposed
			Budget	Budget	Budget
PASSENGER REVENUES (BUS FAREBOX)					
Fixed Route	\$ 316,917	\$	272,832	\$ 272,832	\$ 69,335
Demand Response	53,271		48,422	48,422	247,316
Frisco	4,221		6,745	6,745	9,376
CCT	2,791		1,149	1,149	562
North Texas Xpress	4,363		2,564	2,564	406
Total Passenger Revenues (Bus Farebox)	\$ 381,562	\$	331,712	\$ 331,712	\$ 326,995
CONTRACT SERVICE REVENUE					
Fixed Route	\$ 57,000	\$	49,000	\$ 49,000	\$ -
UNT	2,481,287		2,536,813	2,487,813	2,892,979
UNT Fuel (Direct Pass Thru)	148,348		342,308	342,308	355,660
NCTC	97,354		-	-	-
NCTC Fuel (Direct Pass Thru)	9,958		-	-	-
Frisco	290,001		318,254	318,254	349,917
CCT	214,390		87,027	311,385	108,653
North Texas Xpress	61,954		75,000	75,000	-
Mobility as a Service (MaaS)	18,535		50,000	50,000	208,550
Total Contract Service Revenue	\$ 3,378,826	\$	3,458,402	\$ 3,633,760	\$ 3,915,759
Total Bus Operations Revenue	\$ 3,760,388	\$	3,790,114	\$ 3,965,472	\$ 4,242,754
Rail Operations					
	FY 2020		FY 2021	FY 2021	FY 2022
	Actual		Adopted	Revised	Proposed
			Budget	Budget	Budget
Passenger Revenues (Rail Farebox)	\$ 452,075	\$	248,579	\$ 248,579	\$ 262,917
Total Rail Operations Revenue	\$ 452,075	\$	248,579	\$ 248,579	\$ 262,917
Non-Operating Revenue					
	FY 2020		FY 2021	FY 2021	FY 2022
	Actual		Adopted	Revised	Proposed
			Budget	Budget	Budget
Investment Income	\$ 320,793	\$	100,000	\$ 100,000	\$ 12,000
Misc. Revenues	419,978		-	200,000	-
Sales Tax Revenue	29,817,365		26,624,124	31,154,178	32,088,804
Federal Operating Grants	16,843,203		16,506,873	19,143,234	21,781,841
Federal Capital Grants	3,034,127		6,094,359	1,556,153	4,609,056
State Capital Grants	438,548		-	-	-
Total Non-Operating Revenue	\$ 50,874,015	\$	49,325,356	\$ 52,153,565	\$ 58,491,701
TOTAL REVENUES	\$ 55,086,478	\$	53,364,049	\$ 56,367,616	\$ 62,997,372
Ridership					
	FY 2020		FY 2021		FY 2022
	Ridership		Adopted		Projected
			Ridership		Ridership
Fixed Route	347,174		318,152		79,440
Demand Response	29,399		32,133		300,578
Frisco Demand Response	3,612		6,356		2,842
CCT Demand Response	2,345		1,020		472
North Texas Xpress	8,007		4,474		440
UNT	949,007		671,458		1,235,658
NCTC	5,784		-		-
Frisco Taxi	2,063		4,376		1,751
CCT Taxi	8,505		8,288		16,163
A-Train	221,316		165,719		175,278
TOTAL	1,577,212		1,211,976		1,812,622

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Grant Budget Detail

CAPITAL PROJECTS & ASSOCIATED GRANTS	FY 2022 CAPITAL PROJECT EXPENDITURE	FEDERAL REIMBURSEMENT PERCENTAGE	TOTAL FY 2022 CAPITAL GRANTS	NOTES
POSITIVE TRAIN CONTROL ENHANCEMENTS (PHASE 2-CRISI 69A36520401620CRSTX)	\$ 4,851,820	80%	\$ 3,881,456	In FY21 there was \$1,125 spent prior to pre-award authority so was ineligible for grant reimbursement
POSITIVE TRAIN CONTROL IMPLEMENTATION (TX-95-X079)	\$ 597,000	80%	\$ 477,600	Anticipate remaining grant funds of \$61,242 in TX-95-X079 based on current project budget drawn down at 80%
INTEGRATED FARE PAYMENT (TX-2020-123-00)	\$ 300,000	100%	\$ 250,000	TDCs applied for this grant - 100% match; no local funds required for first \$250k of project (total grant funds \$250k)
TOTAL CAPITAL PROJECTS & ASSOCIATED GRANTS	\$ 5,748,820		\$ 4,609,056	

OPERATING EXPENSES & ASSOCIATED GRANTS		FY 2022 OPERATING EXPENSE	FEDERAL REIMBURSEMENT PERCENTAGE	TOTAL FY 2022 OPERATING GRANTS	NOTES
<u>BUS PREVENTIVE MAINTENANCE</u>					
TX-2019-071-00 (FY18 5307 funds)	\$	353,699	80%	\$ 282,959	Formula funding available and programmed for bus preventive maintenance
TBD (FY20 5307 funds)	\$	866,774	100%	\$ 866,774	TDCs applied for this grant - 100% match; no local funds required Formula funding available and programmed for bus preventive maintenance
<u>OPERATING ASSISTANCE</u>					
TX-2020-124-00 (FY19 5307 funds)	\$	1,421,416	50%	\$ 710,708	Formula funding available and programmed for operating expenses from Via contract
TBD (FY20 5307 funds)	\$	3,703,949	50%	\$ 1,851,974	Formula funding available and programmed for operating expenses from Via contract
<u>ADA OPERATING ASSISTANCE</u>					
TX-2020-124-00 (FY19 5307 funds)	\$	300,000	100%	\$ 300,000	TDCs applied for this grant - 100% match; no local funds required Formula funding available and programmed for ADA demand response service (Access)
<u>VANPOOL</u>					
TX-2020-048-00 (FY18 Funds)	\$	77,000	100%	\$ 77,000	DCTA covers a portion of the total vanpool program expense (35%) with the remaining 65% covered by the vanpool passengers. Assumes 100% drawdown for DCTA portion of expenses
TX-2021-012-00 (FY19 Funds)	\$	143,784	100%	\$ 143,784	
<u>RAIL FIXED GUIDEWAY</u>					
FY20 5337 Funds	\$	1,972,516	100%	\$ 1,972,516	TDCs applied for this grant - 100% match; no local funds required
FY21 5337 Funds	\$	2,232,774	100%	\$ 2,232,774	Car Miles, Ticket Vending Machine & Platform Maintenance, Facility Maintenance, Maintenance of Way/Signals/Communications
AMERICAN RESCUE PLAN (ARP) - BUS OPERATING ASSISTANCE	\$	2,509,567	100%	\$ 2,509,567	ARP funding requires no local match Reimbursements for bus operations expenses: Connect Fixed Route service (personnel, fuel, insurance), bus support functions, customer service
AMERICAN RESCUE PLAN (ARP) - RAIL OPERATING ASSISTANCE	\$	7,526,627	100%	\$ 7,526,627	ARP funding requires no local match Reimbursements for rail operations expenses: train crew hours, dispatch, management/administration, support personnel, fuel, insurance
AMERICAN RESCUE PLAN - GENERAL & ADMINISTRATION OPERATING ASSISTANCE	\$	3,307,158	100%	\$ 3,307,158	ARP funding requires no local match Reimbursements for G&A salaries & benefit expenses
TOTAL OPERATING GRANTS		\$ 24,415,264		\$ 21,791,841	

Total Federal Grants & Reimbursements \$ 26,390,897

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DENTON COUNTY TRANSPORTATION AUTHORITY

FY22 Proposed Budget

Regular Agenda, Exhibit 6

Change in Net Position by Function - Combined Statement (DCTA & NTMC)

Description	FY 2020 Adopted Budget	FY 2020 Revised Budget	FY 2020 Actuals	FY 2021 Adopted Budget	FY 2021 Revised Budget	FY 2022 Proposed Budget (June Version)	FY 2022 Proposed Budget (August Version)	\$ Increase / (Decrease) from FY 2021 Revised
OPERATING REVENUE								
Passenger Revenues (Bus Farebox)	\$ 624,049	\$ 370,591	\$ 381,562	\$ 331,712	\$ 331,712	\$ 310,257	\$ 326,995	\$ (4,717)
Passenger Revenues (Rail Farebox)	588,272	421,578	452,075	248,579	248,579	262,917	262,917	14,338
Contract Service Revenue	4,416,160	3,398,779	3,378,826	3,458,402	3,633,760	3,916,935	3,915,759	281,999
Total Operating Revenue	5,628,481	4,190,948	4,212,463	4,038,693	4,214,051	4,490,109	4,505,671	291,620
GENERAL & ADMINISTRATIVE EXPENSES								
Salary, Wages & Benefits	3,791,927	3,724,259	3,434,729	3,531,672	3,587,946	3,307,158	3,842,511	254,565
Outsourced Services & Charges	1,967,560	2,435,514	1,637,264	2,218,615	3,098,848	1,987,968	2,436,018	(662,830)
Materials & Supplies	113,600	108,600	85,852	70,050	148,050	79,150	87,850	(60,200)
Utilities	36,800	24,800	21,689	23,600	23,600	42,710	42,710	19,110
Insurance	13,320	13,320	13,056	13,788	13,788	15,515	15,515	1,727
Purchased Transportation Services	-	-	-	-	-	-	-	-
Employee Development	272,165	206,058	146,564	212,004	212,004	205,305	205,305	(6,699)
Leases & Rentals	125,500	125,500	123,358	131,400	131,400	130,520	130,520	(880)
Depreciation	99,536	99,536	29,537	70,000	70,000	-	66,626	(3,374)
Total G&A Operating Expenses	6,420,408	6,737,587	5,492,050	6,271,129	7,285,636	5,768,326	6,827,055	(458,581)
BUS OPERATIONS EXPENSES								
Salary, Wages & Benefits	9,151,712	8,167,746	7,752,497	7,824,424	8,018,672	5,665,318	6,441,844	(1,576,828)
Outsourced Services & Charges	1,245,024	1,504,436	1,402,047	1,658,237	1,777,137	1,398,358	1,790,955	13,818
Materials & Supplies	2,217,559	1,686,595	1,496,423	1,828,678	1,766,462	1,371,575	1,461,080	(305,382)
Utilities	175,620	175,620	155,027	217,300	219,442	199,183	199,183	(20,259)
Insurance	470,941	468,834	478,286	447,465	452,765	345,082	345,082	(107,683)
Purchased Transportation Services	632,161	547,335	513,480	652,396	823,514	5,794,006	5,816,095	4,992,581
Employee Development	188,620	106,635	26,458	74,435	74,735	75,685	75,685	950
Leases & Rentals	101,733	101,733	101,661	104,668	104,668	6,852	6,852	(97,816)
Depreciation	1,654,533	1,654,533	1,277,150	1,382,069	1,382,069	-	1,329,404	(52,665)
Total Bus Operations Expenses	15,837,903	14,413,467	13,203,028	14,189,672	14,619,464	14,856,059	17,466,180	2,846,716
RAIL OPERATIONS EXPENSES								
Salary, Wages & Benefits	513,376	431,336	422,707	288,429	293,597	606,019	606,595	312,998
Outsourced Services & Charges	276,112	2,114,145	1,844,970	479,026	479,026	809,659	834,659	355,633
Materials & Supplies	976,500	657,724	339,991	1,022,300	1,022,300	1,103,100	1,103,100	80,800
Utilities	315,568	290,568	255,122	265,768	265,768	284,388	284,388	18,620
Insurance	1,400,704	1,400,704	1,292,652	1,338,961	1,338,961	1,341,057	1,341,057	2,096
Purchased Transportation Services	10,068,545	9,638,473	9,577,973	10,080,143	10,380,143	10,834,065	10,864,067	483,924
Employee Development	19,652	7,522	12,761	9,300	9,300	13,055	13,055	3,755
Leases & Rentals	2,400	2,400	1,613	2,400	2,400	2,400	2,400	-
Depreciation	8,857,983	8,857,983	8,252,127	9,037,306	9,037,306	-	9,503,434	466,128
Total Rail Operations Expenses	22,430,840	23,400,855	21,999,917	22,523,633	22,828,801	14,993,743	24,552,755	1,723,954
Total Operating Expenses	44,689,151	44,551,909	40,694,995	42,984,434	44,733,901	35,618,128	48,845,990	4,112,089
Operating Income / (Loss)	(39,060,670)	(40,360,961)	(36,482,532)	(38,945,741)	(40,519,850)	(31,128,019)	(44,340,319)	(3,820,469)
NON-OPERATING REVENUE / (EXPENSE)								
Investment Income	400,000	325,000	320,793	100,000	100,000	12,000	12,000	(88,000)
Misc. Revenues	52,000	52,000	419,978	-	200,000	-	-	(200,000)
Sales Tax Revenue	29,019,184	26,805,374	29,817,365	26,624,124	31,154,178	32,088,804	32,088,804	934,626
Federal Grants & Reimbursements	10,226,774	15,750,649	19,877,331	22,601,232	20,699,387	26,368,808	26,390,897	5,691,510
State Grants & Reimbursements	780,389	438,548	438,548	-	-	-	-	-
Long Term Debt Interest/Expense	(909,480)	(909,480)	(909,134)	(841,080)	(612,330)	(422,400)	(422,400)	189,930
Total Non-Operating Revenue / (Expense)	39,568,867	42,462,091	49,964,881	48,484,276	51,541,235	58,047,212	58,069,301	6,528,066
Income (Loss) Before Transfers	508,197	2,101,130	13,482,349	9,538,535	11,021,385	26,919,193	13,728,982	2,707,597
Transfers Out	(8,781,700)	(8,119,303)	(7,555,427)	(8,027,839)	(8,214,303)	(5,522,446)	(6,364,715)	1,849,588
Transfers In	8,781,700	8,119,303	7,555,427	8,027,839	8,214,303	5,522,446	6,364,715	(1,849,588)
Total Transfers	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	\$ 508,197	\$ 2,101,130	\$ 13,482,349	\$ 9,538,535	\$ 11,021,385	\$ 26,919,193	\$ 13,728,982	\$ 2,707,597
Net Position - Beginning of Year:	\$ 327,800,795	\$ 327,800,795	\$ 327,800,795	\$ 329,901,925	\$ 337,218,981	\$ 337,036,764	\$ 337,036,764	
Net Position - End of Year:	328,308,992	329,901,925	341,283,144	339,440,460	348,240,366	363,955,958	350,765,746	
<i>Transfer to Capital Projects</i>	<i>(10,282,173)</i>	<i>(7,373,581)</i>	<i>(4,064,163)</i>	<i>(14,140,628)</i>	<i>(11,203,602)</i>	<i>(14,900,639)</i>	<i>(15,096,771)</i>	
Net Position After Capital Project Transfer	\$ 318,026,819	\$ 322,528,344	\$ 337,218,981	\$ 325,299,832	\$ 337,036,764	\$ 349,055,319	\$ 335,668,975	

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Expanded Level Project Requests - Operating

Department	Project Name	FY22 Proposed Amount	FY23 Proposed Amount	FY24 Proposed Amount	Total Project Budget	Notes
FY22 EXPANDED LEVEL PROJECT REQUESTS - OPERATING						
IT	IT Project Manager - Contract	\$ 124,800	\$ 126,959	\$ 129,155	\$ 380,914	OPERATING: Contract / Ongoing
Finance	DBE Compliance Support - Contract	\$ 120,000	\$ 122,076	\$ 124,188	\$ 366,264	OPERATING: Contract / Ongoing
Multiple	GoZone Mobilization	\$ 389,650	\$ -	\$ -	\$ 389,650	OPERATING: Marketing, Public Involvement & Infrastructure
Transit Mgmt	Facilities Management Consulting Services	\$ 100,000	\$ 101,730	\$ 103,490	\$ 305,220	OPERATING: Annual expense in LRFP - to be allocated to Bus & Rail operations
Bus Ops Mgmt	Title VI Program Update	\$ 75,000	\$ -	\$ -	\$ 75,000	OPERATING: One-Time Expense
Bus Ops	Law Enforcement / Crowd Control	\$ 101,600	\$ 103,358	\$ 105,146	\$ 310,103	OPERATING: Contract / Ongoing; Will replace current security guard contract of \$48,780 annually
Bus Ops	Addition of Mobility Service Representatives (2 FTEs)	\$ 96,003	\$ 101,792	\$ 108,008	\$ 305,804	OPERATING: Ongoing
TOTAL EXPANDED LEVEL PROJECT REQUESTS - OPERATING		\$ 1,007,053	\$ 555,915	\$ 569,987	\$ 2,132,956	

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: IT Project Manager - Consultant

Project Ranking: High

Project Manager: Javier Trilla

Phone: 972.316.6111

Department: Information Technology

Location: All

Desired project timing:

Start Date: October 1, 2021

Completion Date: September 30, 2022

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Based on the Board's Strategic Initiatives with DCTA's engagement with Accenture, a recommendation was made to hire an IT Project Manager. This position will be on a consultant/contractor basis to start in FY22, with further evaluation in FY23. The position description is as follows: The IT Project Manager leads, staffs, organizes and drives implementation of technology solutions, leveraging a structured IT project delivery methodology. In some instances, the IT Project Manager will provide direction, governance and oversight to vendor-run projects. The IT Project Manager is responsible for developing an IT project management framework, including a project lifecycle process and supporting project management artifacts and templates to enable structured, repeatable project delivery. The IT Project Manager is also responsible for maintaining an up-to-date view of DCTA's project portfolio and the status of all IT projects.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

All information technology projects are currently managed via existing Information Technology staff - primarily the Director of IT.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Existing difficulties with moving technology projects forward would cause delays in moving forward with the Board's Strategic Initiatives.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Current staff does not have the necessary capacity to move the upcoming anticipated projects forward.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	124,800
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	124,800

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	\$ 124,800	
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ 124,800	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

As a recipient of federal dollars, DCTA is required to have a Disadvantaged Business Enterprise (DBE) program in place and employ sufficient staff to manage the program. Currently, the AVP of Regulatory Compliance serves as the DBE liaison for the agency among other duties related to federal compliance requirements as well as providing oversight of the procurement and grants management functions.

DCTA hired The Burrell Group to review the current DBE program; The Burrell Group has recommended a staff of four (4) individuals to manage the program and meet compliance regulations. A copy of their report is attached. At this time, DCTA is requesting funding for contractor support to be dedicated to this function in lieu of any additional FTEs.

Based on current and upcoming federally funded projects, this support is needed to focus on compliance and reporting requirements to ensure the success of the DBE program.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The AVP of Regulatory Compliance is responsible for the full responsibilities of the DBE program including setting contract goals for participation, monitoring payments to the prime contractor and subcontractors, reporting semi-annually to FTA, and ensuring subcontractors are paid timely in accordance with the regulations.

Requirements of the DBE program include implementation of outreach programs, establishing relationships with specialized DBE groups, and maintaining a DBE Program Advisory Committee. These functions are not currently performed based on insufficient staffing.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

The AVP of Regulatory Compliance would continue to handle these functions, as time allows.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

No additional resources are available.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	120,000
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	120,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	\$ 120,000	
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ 120,000	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

Model Disadvantaged Minority and Women Business Enterprise Program

Program Summary

The Disadvantaged Minority and Women Business Enterprise Program (DMWBE) Program, aka DBE Program, is established to inform the bidding community of business opportunities within the Denton County Transportation Authority (DCTA). The Program easily align with the Agency's culture, philosophy and values of equality and fairness to all. The overall mission of The Denton County Transportation Authority's DMWBE program is to:

- *Prevent discrimination in the award and administration of Federal contracts.*
- *Create a level playing field on which DMWBEs can compete fairly.*
- *Safeguard that the program is narrowly tailored in accordance with applicable law.*
- *Make certain that Certified firms participate in procurement opportunities and remove all barriers which might hinder full participation.*
- *Promote the utilization of DMWBEs in all types of DCTA contracts and procurement activities.*
- *Assist with the development of DMWBE firms so that they can compete effectively in the public and private business sectors.*
- *Provide appropriate and flexible policy decisions to ensure financial success for DMWBEs.*

General Program Requirements

To ensure effectiveness, and in accordance with required FTA guidelines (*CFR 49, Part 26.25*); DCTA must have a DBE Liaison Officer, who shall have direct, independent access to the Chief Executive Officer. The Officer shall be responsible for implementing all aspects of the DMWBE program.

The DMWBE Director should be equivalent in status to other Departmental Directors and be an active member of the Senior Management Team. Additionally, the DMWBE Director should have adequate staff available to effectively administer the program. The Director and designated staff should interface with all departments to achieve the mission of the program.

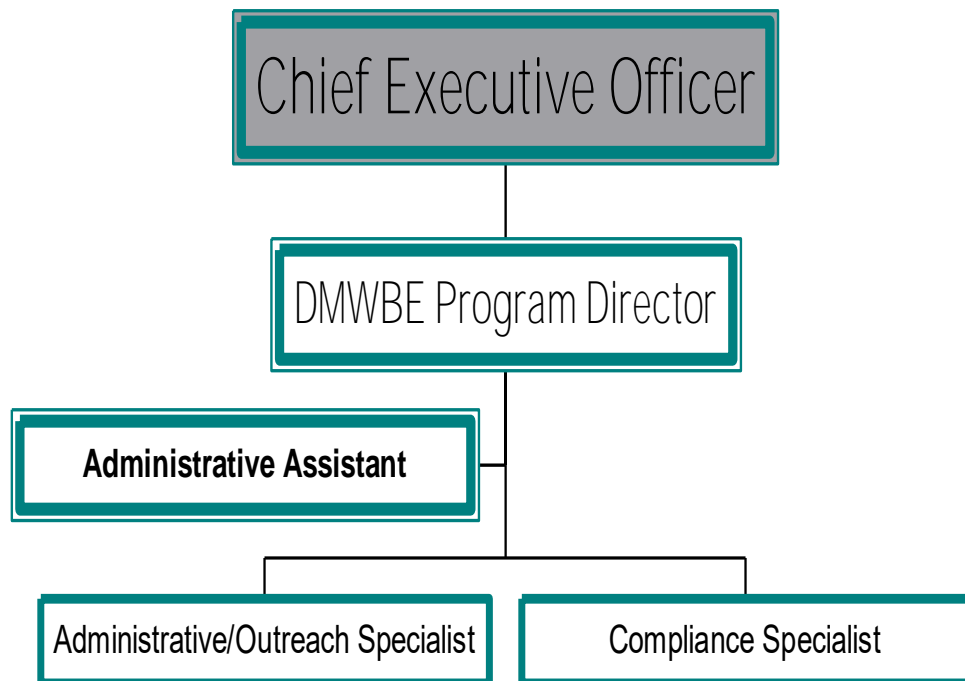
Organizational Placement

The Disadvantaged Minority and Women Business Enterprise Program (DMWBE) Director will solely be responsible to implement, manage and operate the DMWBE Office. Again, the Director of the DMWBE Office should report to the Chief Executive Officer. The Office must have its own budget, allowing for salaries, outreach, travel, merits, training, and other functions necessary to the Department's long-term success. The DMWBE Office will be responsible for developing and delivering DMWBE training to all Agency Personnel, especially staff involved in the procurement process.

This includes contract staff, internal audit, and upper management within the Agency. Moreover, all new employees will receive DMWBE training during new employee orientation. The Office will be responsible for developing and administering Agency DMWBE Policies and Procedures and must be allowed to report and remedy DMWBE violations.

Recommended Staffing

Ultimate responsibility for implementation of the DMWBE Program rests with the Chief Executive Officer. The Chief Executive Officer delegates oversight and implementation of the DCTA DMWBE Program to the DMWBE Director. Implementation and administration of the DMWBE Program is assigned to the DMWBE Director, the chief staff position in the DMWBE Office. Below is the recommended structure of the DMWBE office.



As reflected, the Director is the primary administrative, management, and professional level position within the DMWBE Office. Other individuals assist the Director in operating, monitoring, and enforcing the DMWBE program guidelines. Suggested duties and responsibilities for the Director and other positions within the Department are provided below. Individuals in these positions will devote full time to developing, implementing, managing, and monitoring DCTA's DMWBE Program. Key obligations include information dissemination on available business opportunities enabling DMWBEs to successfully bid on and participate in DCTA procurements.

Separation of Duties

The DMWBE Office is a stand-alone (not isolated) department, equivalent to other departments in authority, budget availability, management, and operation of duties.

Inter-Agency Coordination

The entire Agency is responsible for the perception, performance, and achievements of the DMWBE Program. Regular coordination between the DMWBE Office and other divisions will ensure that DMWBE goals are established prior to advertisement, and that all DMWBE utilization efforts are submitted in a timely manner prior to contract award. The Compliance Specialist in the DMWBE Department and other relevant departments will assist in investigations of contractor non-compliance with DMWBE provisions following contract award and execution.

The DMWBE Office will periodically conduct training sessions with department personnel throughout the Agency to advise them of the DMWBE Program, its impact on the procurement process, and their responsibilities for assisting in the implementation and operational success of this program.

POSITIONS AND ROLES

Director, DMWBE Office – Key Responsibilities

The Director, DMWBE Office develops and implements strategies and organizational activities designed to achieve the Disadvantaged Minority and Women Business Enterprise Program (DMWBE) mission and projects. The Director must be highly effective in establishing and maintaining communication and working relationships with internal staff and representatives of the community, media, business, and civic organizations. In addition, the Director must have a familiarity with general procurement practices, Federal Transportation Authority (FTA) regulations, and be knowledgeable of Historically Underutilized Business (HUB) guidelines and Texas state laws relating to Minority contracting. Specific duties and responsibilities of the Director, DMWBE Office include, but are not limited to, the following:

A. DMWBE Program Development

- Develop, implement, and monitor the DCTA's DMWBE Program in accordance with the DMWBE Program Manual.
- Establish the objectives for the Program and communicate this information to Agency personnel as it relates to meeting DMWBE contract specific goals established for procurements.
- Analyze DMWBE goals monthly and evaluate the overall effectiveness of the DCTA's DMWBE Utilization Program.
- Develop and review DMWBE status reports.
- Issue a monthly report to the Chief Executive Officer for presentation to the Board.
- Handle preparation and presentation of all departmental required reports.

B. Strategic Planning

- Implement an open communication strategy with the media, civic groups, business leaders, relevant governmental entities and other agencies.
- Establish a contracting program within the DCTA's Construction Management, Finance and Operations departments to ensure opportunities are easily accessible in the acquisition of all goods and services.
- Develop an annual budget and strategic plan for the DMWBE Office.
- Plan and oversee the implementation of progressive outreach programs, policies, systems, and procedures.
- Plan and prepare daily to ensure an effective DMWBE Program remain in existence to increase contracting opportunities resulting in financial saving for DCTA.

C. Administration and Finance

- Provide overall direction and manage the activities of the Office, including administration, coordination and the development of policies, procedures, and programs to address potential problems or future issues encountered.
- Oversee all planning and programming related to the office in accordance with the DMWBE Program financial and operating plans and other needs of the organization.
- Manage functions/programs including planning, organizing, and monitoring budget, contracts, resources, procurement of goods and services, and program effectiveness.
- Develop and implement any administrative requirements needed, including preparing policy statements, developing new procedures and reviewing contract specifications.
- Develop, recommend, and maintain the DMWBE Office fiscal budget within the approved limitations set forth in the Agency budget.
- Supervise office staff and other resources and perform all Human Resource Management functions within the Department.

D. Public and Community Outreach

- Establish and maintain effective working relationships with members of specialized groups interested in the DMWBE Programs and with others with whom cooperation and coordination is essential.
- Maintain close contact with all senior managers of other departments that interface with DMWBE matters, such as Procurement, Planning, Construction, Finance and Operations.
- Provide directions and advice to the Senior Management Team relating to DMWBE issues.
- Create and develop an agenda for a DMWBE Program Advisory Committee comprised of business-related organizations and individual leaders in the DMWBE Community.
- Interface with a variety of professional, community and civic organizations within the local jurisdiction.
- Represent the DMWBE Program in public appearances with the news media, and before professional, and civic organizations.
- Develop, direct, and publish information, concerns, issues and other DMWBE related information in a quarterly newsletter.

Administrative Assistant – Key Duties

The Administrative Assistant report directly to the DMWBE Program Director. The duties and responsibilities of the Administrative Assistant include, but are not limited to, the following:

- Coordinate with Procurement to establish Contract specific goals on all procurements.
- Develop and operate a comprehensive DMWBE outreach program.
- Provide vendor list of DMWBE firms for all purchases identified as “small purchases”.
- Attend, participate and lead the DMWBE presentation at all Prebid meetings.
- Supervise DMWBE activities related to information systems, operations and purchasing.
- Ensure DMWBE vendor-listing updates and maintain vendor listing in relevant databases.
- Assist with development of a variety of division policies and procedures.
- Interface with the Regional Certification process.
- Assist with monitoring of construction and operational contracts as needed.
- Serves as a resource and liaison between DMWBE Program activities, management officials, employees, and external contacts to provide advice, assistance, and directions.
- Monitor and promote an understanding of the programs, contract compliance policies, procedures, and guidelines.
- Assist in writing and editing a quarterly DMWBE newsletter.
- Prepare a variety of reports, correspondence, and monthly DMWBE expenditure reports.
- Remain current on new industry trends, methods, and technology.
- Assist the Director, DMWBE Office and perform other duties as assigned.

Compliance Specialist – Key Duties

The Compliance Specialist report directly to the DMWBE Program Director. The duties and responsibilities of the Compliance Specialist include, but are not limited to, the following:

- Utilizing the existing B2G Now support system, establish, and maintain an effective Contract Compliance Program and Operational Manual.
- Supervise all DMWBE activities related to operating an effective information system process to ensure all vendors are in daily compliance with DMWBE goal achievements.
- Ensure monthly compliance with DMWBE subcontract payments.
- Assist with development of a variety of division policies and procedures to maintain an effective Contract Compliance program.
- Monitor all construction, purchases and operational contracts, identify any problem areas, and recommend actions to correct inadequacies to Director, DMWBE Office.
- Serves as a resource and liaison between DMWBE Program activities, management officials, employees and external contacts to provide advice, assistance, and directions.
- Promote an understanding of the DMWBE program Contract Compliance policies, procedures, and guidelines to all Agency Personnel.
- Assist with and participate with the DMWBE outreach program as needed.
- Prepare a variety of reports, correspondence, and monthly DMWBE Compliance and participation reports for presentation to the Director and Board.
- Remain current on new industry trends, methods, and technology.
- Assist with the quarterly DMWBE newsletter as needed.
- Assist the Director, DMWBE Office and perform any other duties as assigned.

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name:

Project Ranking:

Project Manager:

Phone:

Department:

Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

The agency is requesting additional funding to promote the launch of GoZone on-demand rideshare service as detailed in Via Task Order #1 (base service, Phase I add-ons, Phase IIA add-ons and Phase IIB add-ons).

Below are key budget items to support FY'22 GoZone mobilization efforts:

- Digital and Print Advertising
- Professional Services
- Printing
- Microsite Platform Service
- Postage
- Promotional Supplies
- Infrastructure Maintenance

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

- Reallocated savings in FY'21 Marketing and Communications budget
- Revised FY'21 Marketing and Communications campaigns to accommodate new GoZone messaging
- Leveraged professional services funding available in the FY'21 Bus Operations budget

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

DCTA would not be able to:

- Successfully promote the launch of GoZone
- Educate passengers and the community at large
- Develop GoZone marketing collateral
- Update existing branding assets that showcase fixed-route service
- Conduct effective community outreach activities

- Implement required Title VI public involvement for future GoZone phases
- Print new fare media types
- Remove existing infrastructure (blade signs, benches, etc.)

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

The following needs can be accommodated in the proposed FY'22 budget and have not been included in the ELP:

- Brand ambassador services for outreach events
- Graphic design services
- Signage installation
- Collateral and signage printing
- Event sponsorships
- Email marketing
- Social media platform software
- Storage of promotional items
- RideDCTA.net service site map revision
- Staff administration

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

Funding to support the launch, ongoing messaging and future public involvement for GoZone services will assist in driving ridership to align with Via's ridership projections estimated at 2.7M to 4.1M within the first four years of service, assuming the launch of all add-on services (Via Task Order #1).

Via's ridership projections will result in an increase of fare revenue collection.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	389,650.00
Fiscal Year	2023	Amount		-
Fiscal Year	2024	Amount		-
Fiscal Year	2025	Amount		-
Total Project Cost Estimate			\$	389,650.00

PROJECT FUNDING SOURCES - GRANTS


**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: Amount: \$ Grant Number: Amount: \$ **ANNUAL OPERATING IMPACT**

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	<input type="text"/>	<input type="text"/>
Supplies Required:	<input type="text"/>	<input type="text"/>
Utility Costs:	<input type="text"/>	<input type="text"/>
Salary Costs (FT/PT - # of Positions):	<input type="text"/>	<input type="text"/>
Benefit Costs:	<input type="text"/>	<input type="text"/>
IT Requirements (Software & Hardware):	<input type="text"/>	<input type="text"/>
TOTAL	\$ <input type="text"/> -	\$ <input type="text"/> -

Additional Estimated Revenue to be Generated **PROJECT ANALYSIS**Operating: Capital: Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATIONDATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

GoZone Mobilization Budget Proposal

ELP Supporting Exhibit Documentation

Proposed GoZone Mobilization Budget for FY'22 (October 2021 – September 2022)			
Infrastructure Maintenance (590-50317)			
Blade Signs	323 in total (\$100 estimated removal cost for each stop)	\$32,000	FY'22 - \$32,000 Outyears - will come back to the board to address
Benches	54 in total (\$300 estimated removal cost for each stop)	\$16,200	FY'22 - \$16,200 Outyears - will come back to the board to address
Shelters	30 in total (\$2,000 estimated removal cost for each stop)	\$60,000	FY'22 - \$60,000 Outyears - will come back to the board to address
Trash Cans	48 in total (\$400 estimated removal cost for each stop)	\$19,200	FY'22 - \$30,000 Outyears – will come back to the board to address
Directs	10%	\$12,800	N/A
Contingency	20%	\$25,500	N/A
TOTAL BUDGET		\$165,700	
Advertising (140-50302)			
Local Digital Advertising (Web, Mobile, Native, Social and Email)	Daily ads in approved media outlets/third-party digital ad platforms (promotional and public involvement)	\$60,000	FY'22 - \$60,000 Outyears - will come back to the board to address
Local Print Advertising (Print Ads, Inserts, Direct Mailers, etc.)	Monthly ads featured and/or distributed in approved ad mediums (promotional and public involvement)	\$40,000	FY'22 - \$40,000 Outyears - will come back to the board to address
Nextdoor Ad Center	CPC (cost per click) is \$2 and CPM (cost per 1,000 impressions) is \$8	\$30,000	FY'22 - \$30,000 Outyears – will come back to the board to address
TOTAL BUDGET		\$130,000	
Professional Services (140-50309)			
Photoshoot Project (Two Days) and Video Shoot (One or Two Days)	<i>Replace existing fixed-route assets with GoZone assets (details below)</i> Photoshoot (one time cost every 4 years) - \$38,000 <ul style="list-style-type: none">• External photographer (\$14,000)• Talent management (\$7,500)• Virtual talent casting (\$17,000) Video (one time cost every 4 years - \$15,000 <ul style="list-style-type: none">• External videographer (\$6,000)• Talent management (\$3,000)• Film/video editing (\$6,000)	\$53,000	FY'22 - \$53,000 Outyears – will come back to the board to address
Terra Translations	Language translations for new GoZone print and digital marcom and public involvement materials	\$1,500	FY'22 - \$1,500 Outyears - will come back to the board to address
TOTAL BUDGET		\$54,500	
Printing (140-50311)			
Print Projects	Will be accommodated within proposed FY'22 budget	\$0	Outyears – budget as needed
Printing (150-50311)			
Fare Media	New fare media types	\$12,000	Outyears - will come back to the board to address
Community Involvement (140-50312)			
GoZone Kick-Off Event	Launch event expenses	\$10,000	Outyears - will come back to the board to address
Computer Software (140-50313)			
Social PinPoint	Annual fee for online engagement platform	\$8,750	FY'22 - \$8,750 Outyears - will come back to the board to address
Postage (140-50445)			
Postage	General public involvement mailings	\$500	FY'22 - \$500 Outyears - \$500 per year
Promotional Supplies (140-50420)			
Promotional Materials	GoZone launch event and social media giveaways	\$8,000	FY'22 - \$8,000 Outyears - will come back to the board to address
Gift Cards	GoZone launch event and social media giveaways	\$200	FY'22 - \$200 Outyears - will come back to the board to address
TOTAL BUDGET		\$8,200	
FY'22 ELP PROPOSED TOTAL COST		\$389,650	

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

In order to keep DCTA facilities in a state of good repair, provide Facilities Management and consulting support personnel for assessing the existing maintenance programs for the rail and bus facilities, prioritization of the facility improvement projects, implementation of the Facilities Management Plan, general support of DCTA facility assets and management of contractors. DCTA needs the functional skill sets of asset management consulting and facility operations expertise to fully implement the facilities management plan.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Bus Operations staff have worked with bus operations contractor staff to provide basic maintenance and repairs at DDTC and BOM. Large, technical project needs, such as HVAC and other high priority projects that require skilled laborers/contractors, have gone unfilled. Rail Operations works with the rail contractor, but there is an audit function required for the ROMF.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Aging facilities and structures would fall into disrepair, ultimately costing more to repair in the long-term, in addition to creating potential safety issues for staff working in/around those facilities. DCTA needs a contractor on hand to implement the facilities management plan to ensure the state of good repair of all DCTA-owned facility assets.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

We would continue leveraging existing non-technical maintenance staff.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

The request will not provide additional revenue.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	100,000
Fiscal Year	2023	Amount	\$	100,000
Fiscal Year	2024	Amount	\$	110,000
Fiscal Year	2025	Amount	\$	120,000
Total Project Cost Estimate			\$	430,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:



EXHIBIT A

Facilities Management Support Task Order Scope of Work

Summary: Provide Facilities Management and consulting support personnel for assessing the existing maintenance programs for the rail and bus facilities, prioritization of the facility improvement projects, implementation of the Facilities Management Plan, general support of DCTA facilities assets and management of contractors.

Resourcing: Initial resourcing will require the functional skill sets of asset management consulting and facility operations expertise.

Resource	Phase 1 - 6 weeks	Phase 2 - 4 weeks	Phase 3 – 2 weeks
Asset Management	Top down review of the asset inventory, definition of future state and project roadmap (50% utilization)	Costing of defined projects (25% utilization)	Technical memorandum development (25% utilization)
Facility Operations & Maintenance	Bottom up review of maintenance records on all assigned facilities, policies, and operating procedures (50% utilization)	Review of policies and procedures (25% utilization)	Technical memorandum development (25% utilization)

Scope of Work:

Task Order No. 1

- Review existing Facilities Maintenance and Condition Assessment records for Rail and bus facility assets. Assets include: Rail Maintenance Facility, Bus Operations & Maintenance Facility, Downtown Denton Transit Center, Hebron Station, Highland Village Station, MedPark Station, Old Town Station,
- Identify asset inventory list based on the FM/Condition Assessment.
- Conduct interviews with key stakeholders to determine priority projects for both Rail and Bus facility assets.
- Define the future state through visioning and project definition with key stakeholders
 - One meeting with each Stakeholder Group over 2 days.

- Utilizing industry costing projections establish project budgets and duration with projected values being available by the opening of the budget cycle in May
- Review maintenance records and perform a bottoms' up audit for both Rail and Bus facility assets.
- Review existing maintenance contracts on the bus facility assets identifying any deficiencies or opportunities in language enhancement and contract administration
- Define gaps in current maintenance program
- Develop Scope of Work for Task Order No. 2 based on above.

Deliverables

Deliverable to be a list of projects, their projected values, and their projected duration in priority order Technical Memorandum detailing the facility roadmap.

Duration: May 1, 2021 – June 30, 2021.

EXHIBIT B

Facilities Management Support Task Order No. 1

Time and Materials Fee

Item	Burdened Rate	Hours	Total
Asset Manager/PM	\$162.08	180	\$29,174.31
AM Analyst	\$85.94	180	\$15,469.11
Facilities Maintenance Manager	\$108.10	180	\$19,458.00
QAQC Manager	\$198.86	50	\$9,843.00
Direct Costs *			\$560.00
Total			\$74,604.27
* Allowance for 50 miles 2 per week 10 weeks			

Filename: DCTA Facilities Management Services_Exhibit A-B_Task Order 1.docx
Directory: U:\BLDG\Miami Beach Monorail\Design\Basis of Design\Stations -
Volume 3\Final Draft
Template: C:\Users\ZreetAW\AppData\Roaming\Microsoft\Templates\Normal.dot
m
Title:
Subject:
Author: Sachin Kunagalli
Keywords:
Comments:
Creation Date: 4/8/2021 12:11:00 PM
Change Number: 3
Last Saved On: 4/9/2021 12:27:00 PM
Last Saved By: Zreet, Allan W.
Total Editing Time: 6 Minutes
Last Printed On: 4/9/2021 12:27:00 PM
As of Last Complete Printing
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Number of Characters: 2,481 (approx.)

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

As a recipient of federal grant dollars, DCTA is required to submit an updated Title VI program every three (3) years with the next required July 31, 2022. During the course of updating the program, staff will update the socioeconomic data associated with the policy as well as prepare updates to DCTA's system-wide operating standards and policies used in service monitoring including access, availability, span of service, and distribution of transit amenities. These updated standards will also be used to inform the agencies updated Long Range Service Plan which is planned to begin in Fall 2021. The agency's Transformation Initiative and its transition to a microtransit on-demand service delivery model represent a unique convergence of actions which will likely influence the direction of the Title VI Program Update; especially regarding operating standards and policies and how the program is used to determine possible disparate impacts or disproportionate burdens associated with future major service changes and siting of new support facilities.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

DCTA's current Title VI program is a valuable tool to guide evaluation of major service changes and in reaching underserved communities - especially those with limited English proficiency.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Failure to comply with federal regulations may put the agency in jeopardy of receiving federal Section 5307 urban formula funds and may make the agency ineligible to seek funding through competitive grant programs.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

There are no other funds included in the existing FY21 or FY22 budget for this project.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	75,000.00
Fiscal Year	2022	Amount	\$	75,000.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	150,000.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

In an effort to provide a higher authorized trained law enforcement armed/unarmed that assist and protect the facility assets, environment, and DCTA/NTMC staff at the Downtown Denton Transit Center (DDTC). Special professionally trained event and crowd control law enforcement who are highly trained to deal with the event environment, both large and small. DDTC crowd control security requires a keen observation of multiple potential incidents. Contractor will provide event & crowd control security guards that are highly trained to deal with crowds and react with a decisive responsiveness to prevent escalation of any incident before it gets out of hand.

DDTC law enforcement staff are required to be experienced with access control, executive/staff protection, crowd management, parking control, lobby area direction and any event security requirements.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Currently, there is unarmed security assistance for DDTC and BOM facilities. The BOM security is more of a no trespassing, asset monitoring, and overnight security assistance that has been working well. The security at DDTC lacks the experience and authority needed to assist in controlling aggressive or threatening individuals that visit the DDTC lobby area. In fact, in the past some visitors are not necessarily clients but wanting to be in a cool air-conditioning area to lay down and sleep. The current security try to address these individuals but without success. Due to the pandemic we have been able to control the lobby for visitors wanting to purchase tickets only. The lobby and restroom facilities are closed for the general public.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If this project is not funded we run the risk of unable to control aggressive and threatening incidents that arise from the lack of crowd control experience. We also run the risk of loss of paying clients that may find these situations disturbing or a health hazard. The facility, restrooms, lobby, equipment and outside areas can be damaged causing more expenses to repair, replace, clean, paint and/or remove damaged items. And, lastly the staffing currently feels unsafe working under previous conditions.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Current security guard contract will be discontinued and replaced with the new proposed law enforcement services. CURRENT FUNDING: ANNUAL CONTRACT - \$48,780; EST. NEW LAW ENFORCEMENT CONTRACT: \$101,600 (Based on current contract for Rail Service); FIRST YEAR COST DIFFERENCE: \$52,820. Anticipate a 3% increase each year.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No, it provides safety, loss prevention, and protecting facility and other assets.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	101,600
Fiscal Year	2023	Amount	\$	104,652
Fiscal Year	2024	Amount	\$	107,792
Fiscal Year	2025	Amount	\$	111,025
Total Project Cost Estimate			\$	425,069

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

With the proposed expanded service hours and days under consideration for the GoZone services, staff felt it was necessary to have customer service available to assist with trip planning and booking for all days and hours of service. This request is for two additional full-time Mobility Service Representatives to cover expanded days and hours of service as the call center currently only operates from 7am-7pm Monday through Friday and 8am to 4pm on Saturday.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

There hasn't been a need for these additional positions until now based on the current service hours. Currently the services do not require staff to be available to schedule trips for passengers as they can simply walk to an existing bus stop and catch a bus along the route. The proposed services will require the phone system be operational for all hours in which service is running. To effectively and efficiently operate the call center to accommodate the proposed services, this minimum staffing addition is needed.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

There would be substantial problems for both the Customer Service team and the passengers. The main problem would be that there wouldn't be enough manpower to cover the proposed service hours. If there are not enough employees to cover the proposed hours of service, which would put the current employees into high quantities of overtime and result in lack of performance. The other problem is that without minimum staffing needs being met, passengers wishing to call in to book their trips will not have a way to do so on the proposed GoZone service past the current operating hours of 7am-7pm Monday-Friday and 8am-4pm on Saturday.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

There are no other funds included in the FY22 budget for these positions.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

Not directly; however, with efficient minimum staffing the Customer Service team will be able to answer more calls and book more trips for the proposed GoZone services. Taking more calls and booking more trips therefore result in more passengers utilizing the service and this will directly impact revenue.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	96,003
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	96,003

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):	\$ 63,514	
Benefit Costs:	\$ 32,489	
IT Requirements (Software & Hardware):		
TOTAL	\$ 96,003	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Expanded Level Project Requests - Operating

Department	Project Name	FY22 Proposed Amount	FY23 Proposed Amount	FY24 Proposed Amount	Total Project Budget	Notes
FY22 EXPANDED LEVEL PROJECT REQUESTS - OPERATING						
IT	IT Project Manager - Contract	\$ 124,800	\$ 126,959	\$ 129,155	\$ 380,914	OPERATING: Contract / Ongoing
Finance	DBE Compliance Support - Contract	\$ 120,000	\$ 122,076	\$ 124,188	\$ 366,264	OPERATING: Contract / Ongoing
Multiple	GoZone Mobilization	\$ 389,650	\$ -	\$ -	\$ 389,650	OPERATING: Marketing, Public Involvement & Infrastructure
Transit Mgmt	Facilities Management Consulting Services	\$ 100,000	\$ 101,730	\$ 103,490	\$ 305,220	OPERATING: Annual expense in LRFP - to be allocated to Bus & Rail operations
Bus Ops Mgmt	Title VI Program Update	\$ 75,000	\$ -	\$ -	\$ 75,000	OPERATING: One-Time Expense
Bus Ops	Law Enforcement / Crowd Control	\$ 101,600	\$ 103,358	\$ 105,146	\$ 310,103	OPERATING: Contract / Ongoing; Will replace current security guard contract of \$48,780 annually
Bus Ops	Addition of Mobility Service Representatives (2 FTEs)	\$ 96,003	\$ 101,792	\$ 108,008	\$ 305,804	OPERATING: Ongoing
TOTAL EXPANDED LEVEL PROJECT REQUESTS - OPERATING		\$ 1,007,053	\$ 555,915	\$ 569,987	\$ 2,132,956	

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: IT Project Manager - Consultant

Project Ranking: High

Project Manager: Javier Trilla

Phone: 972.316.6111

Department: Information Technology

Location: All

Desired project timing:

Start Date: October 1, 2021

Completion Date: September 30, 2022

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Based on the Board's Strategic Initiatives with DCTA's engagement with Accenture, a recommendation was made to hire an IT Project Manager. This position will be on a consultant/contractor basis to start in FY22, with further evaluation in FY23. The position description is as follows: The IT Project Manager leads, staffs, organizes and drives implementation of technology solutions, leveraging a structured IT project delivery methodology. In some instances, the IT Project Manager will provide direction, governance and oversight to vendor-run projects. The IT Project Manager is responsible for developing an IT project management framework, including a project lifecycle process and supporting project management artifacts and templates to enable structured, repeatable project delivery. The IT Project Manager is also responsible for maintaining an up-to-date view of DCTA's project portfolio and the status of all IT projects.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

All information technology projects are currently managed via existing Information Technology staff - primarily the Director of IT.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Existing difficulties with moving technology projects forward would cause delays in moving forward with the Board's Strategic Initiatives.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Current staff does not have the necessary capacity to move the upcoming anticipated projects forward.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	124,800
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	124,800

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	\$ 124,800	
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ 124,800	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date:

Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

As a recipient of federal dollars, DCTA is required to have a Disadvantaged Business Enterprise (DBE) program in place and employ sufficient staff to manage the program. Currently, the AVP of Regulatory Compliance serves as the DBE liaison for the agency among other duties related to federal compliance requirements as well as providing oversight of the procurement and grants management functions.

DCTA hired The Burrell Group to review the current DBE program; The Burrell Group has recommended a staff of four (4) individuals to manage the program and meet compliance regulations. A copy of their report is attached. At this time, DCTA is requesting funding for contractor support to be dedicated to this function in lieu of any additional FTEs.

Based on current and upcoming federally funded projects, this support is needed to focus on compliance and reporting requirements to ensure the success of the DBE program.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The AVP of Regulatory Compliance is responsible for the full responsibilities of the DBE program including setting contract goals for participation, monitoring payments to the prime contractor and subcontractors, reporting semi-annually to FTA, and ensuring subcontractors are paid timely in accordance with the regulations.

Requirements of the DBE program include implementation of outreach programs, establishing relationships with specialized DBE groups, and maintaining a DBE Program Advisory Committee. These functions are not currently performed based on insufficient staffing.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

The AVP of Regulatory Compliance would continue to handle these functions, as time allows.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

No additional resources are available.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED******PROJECT COST ESTIMATE****Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.***TIMING OF PROJECT COSTS**

Fiscal Year	2022	Amount	\$	120,000
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	120,000

PROJECT FUNDING SOURCES - GRANTS**If the project is funded by a specific grant, please specify the grant number & amount below*Grant Number: Amount: \$ Grant Number: Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	\$ 120,000	
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ 120,000	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

Model Disadvantaged Minority and Women Business Enterprise Program

Program Summary

The Disadvantaged Minority and Women Business Enterprise Program (DMWBE) Program, aka DBE Program, is established to inform the bidding community of business opportunities within the Denton County Transportation Authority (DCTA). The Program easily align with the Agency's culture, philosophy and values of equality and fairness to all. The overall mission of The Denton County Transportation Authority's DMWBE program is to:

- *Prevent discrimination in the award and administration of Federal contracts.*
- *Create a level playing field on which DMWBEs can compete fairly.*
- *Safeguard that the program is narrowly tailored in accordance with applicable law.*
- *Make certain that Certified firms participate in procurement opportunities and remove all barriers which might hinder full participation.*
- *Promote the utilization of DMWBEs in all types of DCTA contracts and procurement activities.*
- *Assist with the development of DMWBE firms so that they can compete effectively in the public and private business sectors.*
- *Provide appropriate and flexible policy decisions to ensure financial success for DMWBEs.*

General Program Requirements

To ensure effectiveness, and in accordance with required FTA guidelines (*CFR 49, Part 26.25*); DCTA must have a DBE Liaison Officer, who shall have direct, independent access to the Chief Executive Officer. The Officer shall be responsible for implementing all aspects of the DMWBE program.

The DMWBE Director should be equivalent in status to other Departmental Directors and be an active member of the Senior Management Team. Additionally, the DMWBE Director should have adequate staff available to effectively administer the program. The Director and designated staff should interface with all departments to achieve the mission of the program.

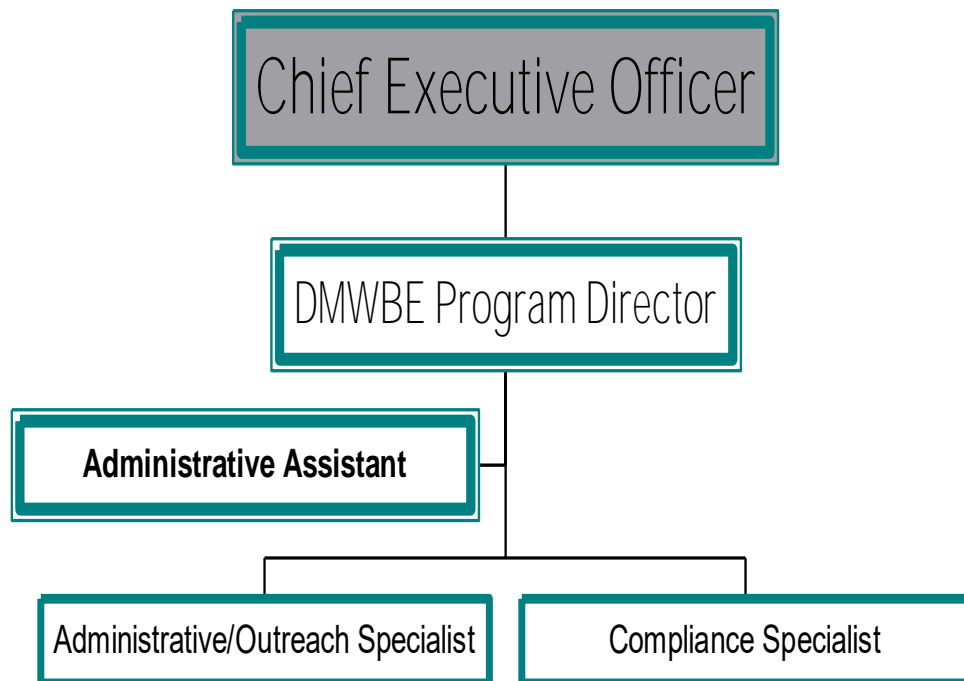
Organizational Placement

The Disadvantaged Minority and Women Business Enterprise Program (DMWBE) Director will solely be responsible to implement, manage and operate the DMWBE Office. Again, the Director of the DMWBE Office should report to the Chief Executive Officer. The Office must have its own budget, allowing for salaries, outreach, travel, merits, training, and other functions necessary to the Department's long-term success. The DMWBE Office will be responsible for developing and delivering DMWBE training to all Agency Personnel, especially staff involved in the procurement process.

This includes contract staff, internal audit, and upper management within the Agency. Moreover, all new employees will receive DMWBE training during new employee orientation. The Office will be responsible for developing and administering Agency DMWBE Policies and Procedures and must be allowed to report and remedy DMWBE violations.

Recommended Staffing

Ultimate responsibility for implementation of the DMWBE Program rests with the Chief Executive Officer. The Chief Executive Officer delegates oversight and implementation of the DCTA DMWBE Program to the DMWBE Director. Implementation and administration of the DMWBE Program is assigned to the DMWBE Director, the chief staff position in the DMWBE Office. Below is the recommended structure of the DMWBE office.



As reflected, the Director is the primary administrative, management, and professional level position within the DMWBE Office. Other individuals assist the Director in operating, monitoring, and enforcing the DMWBE program guidelines. Suggested duties and responsibilities for the Director and other positions within the Department are provided below. Individuals in these positions will devote full time to developing, implementing, managing, and monitoring DCTA's DMWBE Program. Key obligations include information dissemination on available business opportunities enabling DMWBEs to successfully bid on and participate in DCTA procurements.

Separation of Duties

The DMWBE Office is a stand-alone (not isolated) department, equivalent to other departments in authority, budget availability, management, and operation of duties.

Inter-Agency Coordination

The entire Agency is responsible for the perception, performance, and achievements of the DMWBE Program. Regular coordination between the DMWBE Office and other divisions will ensure that DMWBE goals are established prior to advertisement, and that all DMWBE utilization efforts are submitted in a timely manner prior to contract award. The Compliance Specialist in the DMWBE Department and other relevant departments will assist in investigations of contractor non-compliance with DMWBE provisions following contract award and execution.

The DMWBE Office will periodically conduct training sessions with department personnel throughout the Agency to advise them of the DMWBE Program, its impact on the procurement process, and their responsibilities for assisting in the implementation and operational success of this program.

POSITIONS AND ROLES

Director, DMWBE Office – Key Responsibilities

The Director, DMWBE Office develops and implements strategies and organizational activities designed to achieve the Disadvantaged Minority and Women Business Enterprise Program (DMWBE) mission and projects. The Director must be highly effective in establishing and maintaining communication and working relationships with internal staff and representatives of the community, media, business, and civic organizations. In addition, the Director must have a familiarity with general procurement practices, Federal Transportation Authority (FTA) regulations, and be knowledgeable of Historically Underutilized Business (HUB) guidelines and Texas state laws relating to Minority contracting. Specific duties and responsibilities of the Director, DMWBE Office include, but are not limited to, the following:

A. DMWBE Program Development

- Develop, implement, and monitor the DCTA's DMWBE Program in accordance with the DMWBE Program Manual.
- Establish the objectives for the Program and communicate this information to Agency personnel as it relates to meeting DMWBE contract specific goals established for procurements.
- Analyze DMWBE goals monthly and evaluate the overall effectiveness of the DCTA's DMWBE Utilization Program.
- Develop and review DMWBE status reports.
- Issue a monthly report to the Chief Executive Officer for presentation to the Board.
- Handle preparation and presentation of all departmental required reports.

B. Strategic Planning

- Implement an open communication strategy with the media, civic groups, business leaders, relevant governmental entities and other agencies.
- Establish a contracting program within the DCTA's Construction Management, Finance and Operations departments to ensure opportunities are easily accessible in the acquisition of all goods and services.
- Develop an annual budget and strategic plan for the DMWBE Office.
- Plan and oversee the implementation of progressive outreach programs, policies, systems, and procedures.
- Plan and prepare daily to ensure an effective DMWBE Program remain in existence to increase contracting opportunities resulting in financial saving for DCTA.

C. Administration and Finance

- Provide overall direction and manage the activities of the Office, including administration, coordination and the development of policies, procedures, and programs to address potential problems or future issues encountered.
- Oversee all planning and programming related to the office in accordance with the DMWBE Program financial and operating plans and other needs of the organization.
- Manage functions/programs including planning, organizing, and monitoring budget, contracts, resources, procurement of goods and services, and program effectiveness.
- Develop and implement any administrative requirements needed, including preparing policy statements, developing new procedures and reviewing contract specifications.
- Develop, recommend, and maintain the DMWBE Office fiscal budget within the approved limitations set forth in the Agency budget.
- Supervise office staff and other resources and perform all Human Resource Management functions within the Department.

D. Public and Community Outreach

- Establish and maintain effective working relationships with members of specialized groups interested in the DMWBE Programs and with others with whom cooperation and coordination is essential.
- Maintain close contact with all senior managers of other departments that interface with DMWBE matters, such as Procurement, Planning, Construction, Finance and Operations.
- Provide directions and advice to the Senior Management Team relating to DMWBE issues.
- Create and develop an agenda for a DMWBE Program Advisory Committee comprised of business-related organizations and individual leaders in the DMWBE Community.
- Interface with a variety of professional, community and civic organizations within the local jurisdiction.
- Represent the DMWBE Program in public appearances with the news media, and before professional, and civic organizations.
- Develop, direct, and publish information, concerns, issues and other DMWBE related information in a quarterly newsletter.

Administrative Assistant – Key Duties

The Administrative Assistant report directly to the DMWBE Program Director. The duties and responsibilities of the Administrative Assistant include, but are not limited to, the following:

- Coordinate with Procurement to establish Contract specific goals on all procurements.
- Develop and operate a comprehensive DMWBE outreach program.
- Provide vendor list of DMWBE firms for all purchases identified as “small purchases”.
- Attend, participate and lead the DMWBE presentation at all Prebid meetings.
- Supervise DMWBE activities related to information systems, operations and purchasing.
- Ensure DMWBE vendor-listing updates and maintain vendor listing in relevant databases.
- Assist with development of a variety of division policies and procedures.
- Interface with the Regional Certification process.
- Assist with monitoring of construction and operational contracts as needed.
- Serves as a resource and liaison between DMWBE Program activities, management officials, employees, and external contacts to provide advice, assistance, and directions.
- Monitor and promote an understanding of the programs, contract compliance policies, procedures, and guidelines.
- Assist in writing and editing a quarterly DMWBE newsletter.
- Prepare a variety of reports, correspondence, and monthly DMWBE expenditure reports.
- Remain current on new industry trends, methods, and technology.
- Assist the Director, DMWBE Office and perform other duties as assigned.

Compliance Specialist – Key Duties

The Compliance Specialist report directly to the DMWBE Program Director. The duties and responsibilities of the Compliance Specialist include, but are not limited to, the following:

- Utilizing the existing B2G Now support system, establish, and maintain an effective Contract Compliance Program and Operational Manual.
- Supervise all DMWBE activities related to operating an effective information system process to ensure all vendors are in daily compliance with DMWBE goal achievements.
- Ensure monthly compliance with DMWBE subcontract payments.
- Assist with development of a variety of division policies and procedures to maintain an effective Contract Compliance program.
- Monitor all construction, purchases and operational contracts, identify any problem areas, and recommend actions to correct inadequacies to Director, DMWBE Office.
- Serves as a resource and liaison between DMWBE Program activities, management officials, employees and external contacts to provide advice, assistance, and directions.
- Promote an understanding of the DMWBE program Contract Compliance policies, procedures, and guidelines to all Agency Personnel.
- Assist with and participate with the DMWBE outreach program as needed.
- Prepare a variety of reports, correspondence, and monthly DMWBE Compliance and participation reports for presentation to the Director and Board.
- Remain current on new industry trends, methods, and technology.
- Assist with the quarterly DMWBE newsletter as needed.
- Assist the Director, DMWBE Office and perform any other duties as assigned.

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

The agency is requesting additional funding to promote the launch of GoZone on-demand rideshare service as detailed in Via Task Order #1 (base service, Phase I add-ons, Phase IIA add-ons and Phase IIB add-ons).

Below are key budget items to support FY'22 GoZone mobilization efforts:

- Digital and Print Advertising
- Professional Services
- Printing
- Microsite Platform Service
- Postage
- Promotional Supplies
- Infrastructure Maintenance

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

- Reallocated savings in FY'21 Marketing and Communications budget
- Revised FY'21 Marketing and Communications campaigns to accommodate new GoZone messaging
- Leveraged professional services funding available in the FY'21 Bus Operations budget

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

DCTA would not be able to:

- Successfully promote the launch of GoZone
- Educate passengers and the community at large
- Develop GoZone marketing collateral
- Update existing branding assets that showcase fixed-route service
- Conduct effective community outreach activities

- Implement required Title VI public involvement for future GoZone phases
- Print new fare media types
- Remove existing infrastructure (blade signs, benches, etc.)

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

The following needs can be accommodated in the proposed FY'22 budget and have not been included in the ELP:

- Brand ambassador services for outreach events
- Graphic design services
- Signage installation
- Collateral and signage printing
- Event sponsorships
- Email marketing
- Social media platform software
- Storage of promotional items
- RideDCTA.net service site map revision
- Staff administration

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

Funding to support the launch, ongoing messaging and future public involvement for GoZone services will assist in driving ridership to align with Via's ridership projections estimated at 2.7M to 4.1M within the first four years of service, assuming the launch of all add-on services (Via Task Order #1).

Via's ridership projections will result in an increase of fare revenue collection.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$ 389,650.00
Fiscal Year	2023	Amount	-
Fiscal Year	2024	Amount	-
Fiscal Year	2025	Amount	-
Total Project Cost Estimate			\$ 389,650.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: Amount: \$ Grant Number: Amount: \$

ANNUAL OPERATING IMPACT


**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:	<input type="text"/>	<input type="text"/>
Supplies Required:	<input type="text"/>	<input type="text"/>
Utility Costs:	<input type="text"/>	<input type="text"/>
Salary Costs (FT/PT - # of Positions):	<input type="text"/>	<input type="text"/>
Benefit Costs:	<input type="text"/>	<input type="text"/>
IT Requirements (Software & Hardware):	<input type="text"/>	<input type="text"/>
TOTAL	\$ -	\$ -

Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating: Capital: Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

GoZone Mobilization Budget Proposal
ELP Supporting Exhibit Documentation

Proposed GoZone Mobilization Budget for FY'22 (October 2021 – September 2022)			
Infrastructure Maintenance (590-50317)			
Blade Signs	323 in total (\$100 estimated removal cost for each stop)	\$32,000	FY'22 - \$32,000 Outyears - will come back to the board to address
Benches	54 in total (\$300 estimated removal cost for each stop)	\$16,200	FY'22 - \$16,200 Outyears - will come back to the board to address
Shelters	30 in total (\$2,000 estimated removal cost for each stop)	\$60,000	FY'22 - \$60,000 Outyears - will come back to the board to address
Trash Cans	48 in total (\$400 estimated removal cost for each stop)	\$19,200	FY'22 - \$30,000 Outyears – will come back to the board to address
Directs	10%	\$12,800	N/A
Contingency	20%	\$25,500	N/A
TOTAL BUDGET		\$165,700	
Advertising (140-50302)			
Local Digital Advertising (Web, Mobile, Native, Social and Email)	Daily ads in approved media outlets/third-party digital ad platforms (promotional and public involvement)	\$60,000	FY'22 - \$60,000 Outyears - will come back to the board to address
Local Print Advertising (Print Ads, Inserts, Direct Mailers, etc.)	Monthly ads featured and/or distributed in approved ad mediums (promotional and public involvement)	\$40,000	FY'22 - \$40,000 Outyears - will come back to the board to address
Nextdoor Ad Center	CPC (cost per click) is \$2 and CPM (cost per 1,000 impressions) is \$8	\$30,000	FY'22 - \$30,000 Outyears – will come back to the board to address
TOTAL BUDGET		\$130,000	
Professional Services (140-50309)			
Photoshoot Project (Two Days) and Video Shoot (One or Two Days)	<i>Replace existing fixed-route assets with GoZone assets (details below)</i> Photoshoot (one time cost every 4 years) - \$38,000 <ul style="list-style-type: none">• External photographer (\$14,000)• Talent management (\$7,500)• Virtual talent casting (\$17,000) Video (one time cost every 4 years - \$15,000 <ul style="list-style-type: none">• External videographer (\$6,000)• Talent management (\$3,000)• Film/video editing (\$6,000)	\$53,000	FY'22 - \$53,000 Outyears – will come back to the board to address
Terra Translations	Language translations for new GoZone print and digital marcom and public involvement materials	\$1,500	FY'22 - \$1,500 Outyears - will come back to the board to address
TOTAL BUDGET		\$54,500	
Printing (140-50311)			
Print Projects	Will be accommodated within proposed FY'22 budget	\$0	Outyears – budget as needed
Printing (150-50311)			
Fare Media	New fare media types	\$12,000	Outyears - will come back to the board to address
Community Involvement (140-50312)			
GoZone Kick-Off Event	Launch event expenses	\$10,000	Outyears - will come back to the board to address
Computer Software (140-50313)			
Social PinPoint	Annual fee for online engagement platform	\$8,750	FY'22 - \$8,750 Outyears - will come back to the board to address
Postage (140-50445)			
Postage	General public involvement mailings	\$500	FY'22 - \$500 Outyears - \$500 per year
Promotional Supplies (140-50420)			
Promotional Materials	GoZone launch event and social media giveaways	\$8,000	FY'22 - \$8,000 Outyears - will come back to the board to address
Gift Cards	GoZone launch event and social media giveaways	\$200	FY'22 - \$200 Outyears - will come back to the board to address
TOTAL BUDGET		\$8,200	
FY'22 ELP PROPOSED TOTAL COST		\$389,650	

DENTON COUNTY TRANSPORTATION AUTHORITY

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PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

In order to keep DCTA facilities in a state of good repair, provide Facilities Management and consulting support personnel for assessing the existing maintenance programs for the rail and bus facilities, prioritization of the facility improvement projects, implementation of the Facilities Management Plan, general support of DCTA facility assets and management of contractors. DCTA needs the functional skill sets of asset management consulting and facility operations expertise to fully implement the facilities management plan.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Bus Operations staff have worked with bus operations contractor staff to provide basic maintenance and repairs at DDTC and BOM. Large, technical project needs, such as HVAC and other high priority projects that require skilled laborers/contractors, have gone unfilled. Rail Operations works with the rail contractor, but there is an audit function required for the ROMF.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Aging facilities and structures would fall into disrepair, ultimately costing more to repair in the long-term, in addition to creating potential safety issues for staff working in/around those facilities. DCTA needs a contractor on hand to implement the facilities management plan to ensure the state of good repair of all DCTA-owned facility assets.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

We would continue leveraging existing non-technical maintenance staff.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

The request will not provide additional revenue.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	100,000
Fiscal Year	2023	Amount	\$	100,000
Fiscal Year	2024	Amount	\$	110,000
Fiscal Year	2025	Amount	\$	120,000
Total Project Cost Estimate			\$	430,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated: \$ -

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:



EXHIBIT A

Facilities Management Support Task Order Scope of Work

Summary: Provide Facilities Management and consulting support personnel for assessing the existing maintenance programs for the rail and bus facilities, prioritization of the facility improvement projects, implementation of the Facilities Management Plan, general support of DCTA facilities assets and management of contractors.

Resourcing: Initial resourcing will require the functional skill sets of asset management consulting and facility operations expertise.

Resource	Phase 1 - 6 weeks	Phase 2 - 4 weeks	Phase 3 – 2 weeks
Asset Management	Top down review of the asset inventory, definition of future state and project roadmap (50% utilization)	Costing of defined projects (25% utilization)	Technical memorandum development (25% utilization)
Facility Operations & Maintenance	Bottom up review of maintenance records on all assigned facilities, policies, and operating procedures (50% utilization)	Review of policies and procedures (25% utilization)	Technical memorandum development (25% utilization)

Scope of Work:

Task Order No. 1

- Review existing Facilities Maintenance and Condition Assessment records for Rail and bus facility assets. Assets include: Rail Maintenance Facility, Bus Operations & Maintenance Facility, Downtown Denton Transit Center, Hebron Station, Highland Village Station, MedPark Station, Old Town Station,
- Identify asset inventory list based on the FM/Condition Assessment.
- Conduct interviews with key stakeholders to determine priority projects for both Rail and Bus facility assets.
- Define the future state through visioning and project definition with key stakeholders
 - One meeting with each Stakeholder Group over 2 days.

- Utilizing industry costing projections establish project budgets and duration with projected values being available by the opening of the budget cycle in May
- Review maintenance records and perform a bottoms' up audit for both Rail and Bus facility assets.
- Review existing maintenance contracts on the bus facility assets identifying any deficiencies or opportunities in language enhancement and contract administration
- Define gaps in current maintenance program
- Develop Scope of Work for Task Order No. 2 based on above.

Deliverables

Deliverable to be a list of projects, their projected values, and their projected duration in priority order Technical Memorandum detailing the facility roadmap.

Duration: May 1, 2021 – June 30, 2021.

EXHIBIT B**Facilities Management Support
Task Order No. 1****Time and Materials Fee**

Item	Burdened Rate	Hours	Total
Asset Manager/PM	\$162.08	180	\$29,174.31
AM Analyst	\$85.94	180	\$15,469.11
Facilities Maintenance Manager	\$108.10	180	\$19,458.00
QAQC Manager	\$198.86	50	\$9,843.00
Direct Costs *			\$560.00
Total			\$74,604.27
* Allowance for 50 miles 2 per week 10 weeks			

Filename: DCTA Facilities Management Services_Exhibit A-B_Task Order 1.docx
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Last Saved By: Zreet, Allan W.
Total Editing Time: 6 Minutes
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DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

As a recipient of federal grant dollars, DCTA is required to submit an updated Title VI program every three (3) years with the next required July 31, 2022. During the course of updating the program, staff will update the socioeconomic data associated with the policy as well as prepare updates to DCTA's system-wide operating standards and policies used in service monitoring including access, availability, span of service, and distribution of transit amenities. These updated standards will also be used to inform the agencies updated Long Range Service Plan which is planned to begin in Fall 2021. The agency's Transformation Initiative and its transition to a microtransit on-demand service delivery model represent a unique convergence of actions which will likely influence the direction of the Title VI Program Update; especially regarding operating standards and policies and how the program is used to determine possible disparate impacts or disproportionate burdens associated with future major service changes and siting of new support facilities.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

DCTA's current Title VI program is a valuable tool to guide evaluation of major service changes and in reaching underserved communities - especially those with limited English proficiency.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Failure to comply with federal regulations may put the agency in jeopardy of receiving federal Section 5307 urban formula funds and may make the agency ineligible to seek funding through competitive grant programs.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

There are no other funds included in the existing FY21 or FY22 budget for this project.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2021	Amount	\$	75,000.00
Fiscal Year	2022	Amount	\$	75,000.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	150,000.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

In an effort to provide a higher authorized trained law enforcement armed/unarmed that assist and protect the facility assets, environment, and DCTA/NTMC staff at the Downtown Denton Transit Center (DDTC). Special professionally trained event and crowd control law enforcement who are highly trained to deal with the event environment, both large and small. DDTC crowd control security requires a keen observation of multiple potential incidents. Contractor will provide event & crowd control security guards that are highly trained to deal with crowds and react with a decisive responsiveness to prevent escalation of any incident before it gets out of hand.

DDTC law enforcement staff are required to be experienced with access control, executive/staff protection, crowd management, parking control, lobby area direction and any event security requirements.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Currently, there is unarmed security assistance for DDTC and BOM facilities. The BOM security is more of a no trespassing, asset monitoring, and overnight security assistance that has been working well. The security at DDTC lacks the experience and authority needed to assist in controlling aggressive or threatening individuals that visit the DDTC lobby area. In fact, in the past some visitors are not necessarily clients but wanting to be in a cool air-conditioning area to lay down and sleep. The current security try to address these individuals but without success. Due to the pandemic we have been able to control the lobby for visitors wanting to purchase tickets only. The lobby and restroom facilities are closed for the general public.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If this project is not funded we run the risk of unable to control aggressive and threatening incidents that arise from the lack of crowd control experience. We also run the risk of loss of paying clients that may find these situations disturbing or a health hazard. The facility, restrooms, lobby, equipment and outside areas can be damaged causing more expenses to repair, replace, clean, paint and/or remove damaged items. And, lastly the staffing currently feels unsafe working under previous conditions.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Current security guard contract will be discontinued and replaced with the new proposed law enforcement services. CURRENT FUNDING: ANNUAL CONTRACT - \$48,780; EST. NEW LAW ENFORCEMENT CONTRACT: \$101,600 (Based on current contract for Rail Service); FIRST YEAR COST DIFFERENCE: \$52,820. Anticipate a 3% increase each year.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No, it provides safety, loss prevention, and protecting facility and other assets.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	101,600
Fiscal Year	2023	Amount	\$	104,652
Fiscal Year	2024	Amount	\$	107,792
Fiscal Year	2025	Amount	\$	111,025
Total Project Cost Estimate			\$	425,069

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

With the proposed expanded service hours and days under consideration for the GoZone services, staff felt it was necessary to have customer service available to assist with trip planning and booking for all days and hours of service. This request is for two additional full-time Mobility Service Representatives to cover expanded days and hours of service as the call center currently only operates from 7am-7pm Monday through Friday and 8am to 4pm on Saturday.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

There hasn't been a need for these additional positions until now based on the current service hours. Currently the services do not require staff to be available to schedule trips for passengers as they can simply walk to an existing bus stop and catch a bus along the route. The proposed services will require the phone system be operational for all hours in which service is running. To effectively and efficiently operate the call center to accommodate the proposed services, this minimum staffing addition is needed.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

There would be substantial problems for both the Customer Service team and the passengers. The main problem would be that there wouldn't be enough manpower to cover the proposed service hours. If there are not enough employees to cover the proposed hours of service, which would put the current employees into high quantities of overtime and result in lack of performance. The other problem is that without minimum staffing needs being met, passengers wishing to call in to book their trips will not have a way to do so on the proposed GoZone service past the current operating hours of 7am-7pm Monday-Friday and 8am-4pm on Saturday.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

There are no other funds included in the FY22 budget for these positions.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

Not directly; however, with efficient minimum staffing the Customer Service team will be able to answer more calls and book more trips for the proposed GoZone services. Taking more calls and booking more trips therefore result in more passengers utilizing the service and this will directly impact revenue.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	96,003
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	96,003

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):	\$ 63,514	
Benefit Costs:	\$ 32,489	
IT Requirements (Software & Hardware):		
TOTAL	\$ 96,003	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Capital & Annual Major Maintenance Needs

Department	Project Name	Actuals Life to Date Thru 4.30.21	FY21 Remaining Proposed Budget	FY22 Proposed Amount	FY23 Proposed Amount	FY24 Proposed Amount	Total Project Budget	Notes
EXISTING CAPITAL ROLLOVERS								
Bus	Integrated Fare Payment	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ 600,000	Grant funds of \$250k included in FY22 budget
Rail	PTC Implementation	\$ 16,022,268	\$ 100,873	\$ 597,000	\$ -	\$ -	\$ 16,720,141	Grant funds of \$477,600 included in FY22 budget; \$61,478 of grant funds remaining
Rail	PTC Enhancements	\$ 148,180	\$ -	\$ 4,851,820	\$ -	\$ -	\$ 5,000,000	Grant funds of \$3,881,456 included in FY22 budget
Rail	Brownfield Remediation	\$ 364,009	\$ 991	\$ 20,000	\$ -	\$ -	\$ 385,000	
G&A	Infrastructure Acquisition	\$ 2,617,009	\$ -	\$ -	\$ 634,981	\$ -	\$ 3,251,990	Relocation in FY23 as part of purchase contract
TOTAL EXISTING CAPITAL ROLLOVERS		\$ 19,151,466	\$ 101,864	\$ 5,768,820	\$ 934,981	\$ -	\$ 25,957,131	
ANNUAL MAJOR MAINTENANCE NEEDS								
Rail	Rail Capital Maintenance - Rail OMF & Stations Maintenance			\$ 106,244	\$ 342,842	\$ 289,648	\$ 738,734	Assumes 80% of total cost
Rail	Rail Capital Maintenance - Stadler Vehicle Maintenance			\$ 1,317,398	\$ 1,244,190	\$ 1,104,504	\$ 3,666,092	Assumes 80% of total cost
Rail	Rail Capital Maintenance - Right of Way Maintenance			\$ 272,800	\$ -	\$ -	\$ 272,800	Assumes 80% of total cost
Rail	Rail Capital Maintenance - Crossings & Communications			\$ -	\$ 272,512	\$ 640,708	\$ 913,220	Assumes 80% of total cost
Rail	Rail Capital Maintenance - Stadler Vehicle Wrap Program			\$ 45,000	\$ -	\$ -	\$ 45,000	Assumes 100% of total cost
Rail	Rail Capital Maintenance - Swingmaster Rail Brush Machine			\$ 95,000	\$ -	\$ -	\$ 95,000	Assumes 100% of total cost
Bus	Bus Capital Maintenance - DDTc Facility Repairs			\$ 131,618	\$ 150,000	\$ 198,152	\$ 479,770	Assumes 80% of total cost
Bus	Bus Capital Maintenance - BOM Facility Repairs			\$ 47,912	\$ 50,000	\$ 66,051	\$ 163,963	Assumes 80% of total cost
TOTAL ANNUAL MAJOR MAINTENANCE NEEDS				\$ 2,015,972	\$ 2,059,543	\$ 2,299,063	\$ 6,374,578	
FY22 CAPITAL EXPANDED LEVEL PROJECT REQUESTS								
IT	Backup & DR Infrastructure Upgrades			\$ 45,000	\$ -	\$ -	\$ 45,000	CAPITAL: Include capital expense in LRFP every 5 years
IT	Bus OMF Network Video Recorder			\$ 26,000	\$ -	\$ -	\$ 26,000	CAPITAL: One-Time Expense
IT	DDTC Rail Fiber Extension			\$ 125,000	\$ -	\$ -	\$ 125,000	CAPITAL: One-Time Expense
TOTAL CAPITAL EXPANDED LEVEL PROJECT REQUESTS				\$ 196,000	\$ -	\$ -	\$ 196,000	
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)								
G&A	Transportation Reinvestment Program (TRiP)	\$ 6,399	\$ 93,601	\$ 7,115,979	\$ 8,038,509	\$ 6,964,681		FY21 Total TRiP Program: \$7,742,134
G&A	Transportation Reinvestment Program (TRiP) - Denton	\$ 2,371	\$ 3,422,575	\$ -	\$ -	\$ -		FY22 Total TRiP Program: \$7,115,979
G&A	Transportation Reinvestment Program (TRiP) - Highland Village	\$ -	\$ 379,591	\$ -	\$ -	\$ -	\$ 29,861,303	FY23 Total TRiP Program: \$8,038,509
G&A	Transportation Reinvestment Program (TRiP) - Lewisville	\$ -	\$ 3,837,597	\$ -	\$ -	\$ -		FY24 Total TRiP Program: \$6,964,681
TOTAL TRiP PROGRAM				\$ 7,115,979	\$ 8,038,509	\$ 6,964,681	\$ 29,861,303	<i>*Allocations to member cities will occur annually based on sales tax received</i>

TOTAL FY22 PROPOSED: \$ 15,096,771

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

This project would supplement the current farebox system with a reloadable card system on all vehicles in DCTA's fleet to better track ridership trends, reduce in-house cash collections, and improve boarding speed for passengers. The systems could also feature fare capping and integration with DART's fare payment system.

This project has been on hold pending results from the Transformation Initiative and now the proposed launch of microtransit, on-demand service. Once new service levels have been established, DCTA will re-assess fleet needs in order to utilize these funds to outfit the correct number of remaining vehicles.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Current fare boxes hold coin and currency fares which must be manually counted in-house and transported to the bank via courier. Ridership is tracked manually. These fare boxes require exact change, as they cannot issue change to a passenger.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Operations can continue to use the current fare boxes, but without the efficiencies noted above and without the ability to track regional ridership (i.e. riders that utilize this fare payment for more than one transit agency).

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Grant funding of \$250,000 including 50,000 Transportation Development Credits is available for this project, which would cover roughly 40% of the project cost. This project is included in the current Long Range Financial Plan and proposed FY22 capital budget.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No, but this project should result in lower operating costs associated with cash counting and deposit transportation.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	300,000
Fiscal Year	2023	Amount	\$	300,000
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	600,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: PTC 61406.1 Implementation Rollover

Project Ranking: High

Project Manager: Rony Philip

Phone: 972-966-5103

Department: Rail Operations

Location: Rail OMF

Desired project timing:

Start Date: October 1, 2021

Completion Date: September 30, 2022

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

This project is for the federally mandatory Positive Train Control (PTC) implementation that was achieved by the December 31, 2020 mandate. It is required under Rail Safety Improvement Act of 2008 (RSIA). The remainder of the project budget needs to be rolled over to FY22 for project completion.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The existing PTC system completed extended Revenue Service Demonstration (RSD) mode and received final approval from the Federal Railroad Administration December, 2020. The need for enhancements was identified during prolonged testing.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

PTC implementation project is in the midst of completing contract deliverable requirements.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	597,000.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	597,000.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: TX-95-X079-00

Amount: \$ \$ 477,600.00

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Transit systems nationwide are having to adjust their schedules to incorporate Positive Train Control (PTC) technology. PTC makes the system safer but inherently causes delays. This has been the case with the Enhanced Automatic Train Control (E-ATC) system used by DCTA. However, the system can be fine tuned to offset delays caused by E-ATC. This would involve raising the existing track speeds and subsequently programming the signal system to accommodate the increased track speeds. DCTA received a Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant from the Federal Railroad Administration to help offset the additional costs. The total grant is \$4,000,000 and requires a 20% local match. Requesting rollover of remaining FY21 capital funds to FY22.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The existing PTC system completed extended Revenue Service Demonstration (RSD) mode and received final approval from the Federal Railroad Administration December, 2020. The need for enhancements was identified during prolonged testing.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

The inherent delays caused by PTC implementation would continue to have adverse effects on passenger commute time.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

This project will be funded by an 80% reimbursable Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant. Requested project has been included in the Long Range Financial Plan and proposed FY22 capital budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$ 4,851,820.00
Fiscal Year		Amount	
Fiscal Year		Amount	
Fiscal Year		Amount	
Total Project Cost Estimate			\$ 4,851,820.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: FRA CRISI Grant

Amount: \$ \$ 3,881,456.00

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

This project represents the completion of the Brownfield Remediation project. The Rail O&M facility is located on an unpermitted landfill. In 2019, DCTA began a project to remove surface debris from the vacant property because of safety concerns. DCTA received an Environmental Protection Agency (EPA) grant to complete a Phase 2 Environmental Assessment. The assessment has been completed and found no actionable contaminants other than some restrictions to use of ground water. The site must be officially closed with the Texas Commission on Environmental Quality (TCEQ). This requires a Municipal Site Designation (MSD) from the City of Lewisville. All appropriate documents have been filed and DCTA is waiting on public meetings that the City is required to conduct. Once that is complete DCTA can file for closure certificate.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The project is approximately 95% complete. The remaining work includes final documentation and a Municipal Site Designation (MSD) from the City of Lewisville. This requires public meetings that have been delayed due to COVID-19, but the original project schedule allowed up to 18 months to complete the paperwork with the State.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Physical work on the project is complete. Debris has been removed and Phase 2 testing has been completed. DCTA is partnering with the City of Lewisville to obtain a "Municipal Site Designation" and then close the site with TCEQ. The MSD has been delayed. If the balance of the project funds are not available, we will not be able to close the site and there may be restrictions on future use.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

\$178,200 of the project cost was funded by an EPA grant. As part of the grant application, DCTA agreed to fund the balance of the project with local funds. All available grant money has been drawn down.

Requested project has been included in the Long Range Financial Plan and proposed FY22 capital budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	20,000.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	20,000.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number: EPA/BF-01F37901-0 (depleted)

Amount: \$ \$ 178,200.00

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Rail OMF & Stations Maintenance

Project Ranking: Medium

Project Manager: Rony Philip

Phone: 972-966-5103

Department: Rail Operations

Location: Rail OMF

Desired project timing:

Start Date: October 1, 2021

Completion Date: September 30, 2022

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

The Rail Operations & Maintenance facility and stations are approximately 11 years old. DCTA contracted with Jacobs Engineering to prepare a facility assessment of DCTA's facilities. The assessment identified repairs that need to be done to the following areas: parking lot striping, roof drainage system, exterior windows, entry door light fixtures and lighting protection. Refer to attached Jacobs Engineering assessment. \$66,718 Rail OMF Main Bldg; \$25,917 Hebron/Old Town/HV-LL/MedPark parking lots; \$13,609 DDTC station.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Contracted with Jacobs Engineering to provide assessment of areas that need attention. DCTA's rail contractor is responsible for maintaining the facility subject to the contract \$10,000 threshold.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If maintenance continues to be deferred, there is the potential for facilities to not be in compliance with safety and building codes in the future.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and proposed FY22 capital budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	106,244.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	106,244.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Stadler Rail Vehicles contain consumable components that require periodic replacement. The rail service contract establishes a threshold of \$10,000. Items under \$10,000 are covered in the contractor's base contract fee. Items over \$10,000 are the responsibility of DCTA. Please refer to attached list of consumable components over \$10,000.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Normal maintenance continues.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Maintenance would have to be deferred, which would impact fleet availability for passenger service and could negatively impact the agency's eligibility for federal funding.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and proposed FY22 capital budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	1,317,398.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	1,317,398.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

13. PRICE SCHEDULE

The Price Schedule is attached in Appendix 1. Contractor shall supply rates in the following manner:

- Operations & Dispatch, Vehicles & Facilities Maintenance, Maintenance of Way & Signals/Comms
 - Enter rate for each Fiscal Year from FY17 Rate – FY25 Rate in base period and from FY25 Rate – FY30 Rate in Option Period

Additional Definitions:

- Train Crew Hours
 - Sum of all hours that railcars operate including scheduled hours, test trains, and maintenance yard movements. This includes Special Trains. NTE hours are provided and if the hours increase in subsequent years, a contract modification will be issued.
 - Hours are to be calculated as the grand total of hours run per consist.
- Car Miles
 - Sum of all scheduled car miles and all other miles that railcars operate including scheduled miles, test trains, and maintenance yard movements. This includes Special Trains. NTE car miles are provided and if the miles increase in subsequent years, a contract modification will be issued.
 - Car Miles are to be calculated as the grand total of miles run per each railcar in the consist. Consists may be comprised of 1 or 2 car train sets. DCTA estimates 75 % of car miles will be operated as 1 car and 25 % as 2 car consists.
- Maintenance of Way Requirements over the Capital Threshold (allowance)
 - The Contractor is responsible for costs up to \$10,000. DCTA is responsible for the cost of capital maintenance items above \$10,000 per occurrence at any location.
- Stadler GTW Maintenance above the Capital Threshold (allowance)
 - The Contractor is responsible for costs up to \$10,000. DCTA is responsible for the cost of capital maintenance items above \$10,000 per occurrence per vehicle.
- Flagging
 - Flaggers shall be GCOR and RWP qualified
- Capital Reserve
 - Prior to each fiscal year, the contractor shall work with DCTA to identify a capital program for the next fiscal year. This shall be negotiated in good faith by both parties based on need. Prior to capital work being performed, the contractor shall obtain written approval from DCTA, and all required procurement procedures shall be met.

Designation	Description	Asset Classification	Base Year Built/Replaced	Base Yr Repl. Cost (\$)	Est. Useful Life (Yrs)	Annual Cost Escalator %	Estimated Repl Year	Estimated Repl/Reform Cost (\$)	Notes	2022
Stadler Vehicle Overhaul	Stadler Vehicle Interior Refresh	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011	\$200,000	13-20	3	2024	\$200,000	Vehicles went into service 2011 -- need to refresh one vehicle interior every year beginning 2024 (3% escalator)	\$0
Stadler Vehicle Painting	Exterior Vehicle Refresh	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2024 - 2034	\$150,000	Vehicles went into service 2011 -- need to paint one every year beginning 2024 (3% escalator)	\$0
Stadler Vehicle OEM Replacement	Batteries/Compressed Air Systems/Cab HVAC compressors/Fire protection systems/Passenger area HVAC compressors/Pneumatic suspension systems	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2020 - 2040	\$320,000	Stadler OEM manual recommended replacement parts (1st Transit specs 3 year interval) -- Budget Every Year starting FY20 with 3% escalation	\$339,488
Stadler Vehicle OEM Replacement	Master Controllers	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2020 - 2023	\$566,742	Stadler OEM manual recommended replacement parts (1st Transit specs 6 year interval) -- divide 1st Transit total, divide by 4 & avg from FY20 - FY23 with 3% escalation	\$150,314
Stadler Vehicle OEM Replacement	Automatic couplers & bearings/Emergency lighting/Entrance door anti-trap systems & telescopic cylinders/Flange lubricators/Fuel tank & Intermediate tank/Ground brushes/Headlights/HVAC units/Machine room doors/Master controllers/Motor trucks/Power converter-cooling modules & cooling systems/Trailer trucks/Windshield wiper drives & seals/Trailer & Motor Truck wheelsets and vibration dampers	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2020 - 2023	\$2,652,335	Stadler OEM manual recommended replacement parts (1st Transit specs 8 year interval) -- divide 1st Transit total, divide by 4 & avg from FY20 - FY23 with 3% escalation	\$703,466
Stadler Vehicle OEM Replacement	Fire protection extinguishing agent replacements/Power converters	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2021 - 2024	\$202,653	Stadler OEM manual recommended replacement parts (1st Transit specs 10 year interval) -- divide 1st Transit total, divide by 4 & avg from FY21 - FY24 with 3% escalation	\$52,183
Stadler Vehicle OEM Replacement	Automatic couplers/Traction Motors	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2031-2036	\$442,403	Stadler OEM manual recommended replacement parts (1st Transit specs 16 year interval) -- divide 1st Transit total, divide by 4 & avg from FY31 - FY36 with 3% escalation	\$0
Stadler Vehicle OEM Replacement	Charge air coolers/combination coolers/converter cooler/Diesel engine	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2020 - 2023	\$1,043,616	Stadler OEM manual recommended replacement parts (1st Transit specs 25k service hour interval) -- divide 1st Transit total, divide by 4 & avg from FY20 - FY23 with 3% escalation	\$276,793
Stadler Vehicle OEM Replacement	Generators/Engine couplings	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011			3	2031-2036	\$244,415	Stadler OEM manual recommended replacement parts (1st Transit specs 50k service hour interval) -- divide 1st Transit total, divide by 4, spread from FY31 - FY36 with 3% escalation	\$0
Stadler Vehicle OEM Replacement	Brake Overhauls/ABB Boards/Spare Engine/Brake Valves	2011, Stadler, GTW DMU 2/6, Diesel-Electric Articulated Rail Vehicle	2011				2019	\$1,305,765	Current FY19 authorized work	\$0
Stadler Vehicle Total										\$1,522,244

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Railroad crossings at MP 721.9 East Prairie Street and MP 722.1 in Denton were installed with tub style concrete crossings when the rail corridor was built for the A-train. Over time, these crossings have begun to sink which causes the track geometry to deteriorate in the track profile and alignment areas. Based on Federal (49 CFR Part 213) track safety standards, crossings are at risk of dropping below current operating standards. If the crossings drop below the prescribed standards, then a speed restriction is required. DCTA, along with rail contractor (Rio Grande Pacific), has determined that replacing tub crossings with concrete lag down crossing panels will enable the railroad to function with minimal disruption and will reduce maintenance costs in the long run. Maintenance cost is reduced because the concrete lag down crossing panels can be removed for maintenance without requiring the removal of the entire crossing that is required with the current concrete tub crossings.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

DCTA's railroad contractor monitors the condition of the crossing and when necessary a slow order (15 MPH) will be issued based on railroad safety standards which will negatively impact service. We have grout injected crossings in the past, when the deterioration represented an emergency. But, grout injection has cost as much as \$40,000 per crossing and will not last more than a few years.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Maintenance would have to be deferred, which would impact fleet availability for passenger service and could negatively impact the agency's eligibility for federal funding.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

Requested project has been included in the Long Range Financial Plan and proposed FY22 capital budget in order to understand the financial impact. Project will be presented to the Board for review.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	272,800.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	272,800.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

The A-train Stadler vehicles are 10 years old and in need of an exterior refresh. Staff has researched cost of painting vehicles compared to the cost of vinyl wraps. Vinyl wraps are more cost effective than painting and have comparable lifespan to paint. Requesting funding to wrap one Stadler vehicle as a test for a painting alternative for \$45,000.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

DCTA does not have a painting facility to paint the trains. Fire code restrictions prohibit touch up painting on the vehicles. Estimated cost to install paint booth at Rail facility \$400,000. Estimated cost to paint one Stadler vehicle \$100,000.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

A-train fleet will continue in service with diminished aesthetic appeal. Perception of service quality could be diminished.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	45,000.00
Fiscal Year		Amount	\$	-
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	45,000.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating: ☒

Capital: ☐

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

DCTA purchased a rail scrubber at the beginning of the A-train project. This machine is now 11 years old and the majority of the components are needing replacement. Staff has determined that it will be cost efficient at this stage of the unit's lifespan to replace the unit rather than continue to repair the unit. The new scrubber unit features upgrades that original unit doesn't have. This will enhance our ability to polish and scrub the rails as part of DCTA's shunt mitigation program. \$90,000 purchase plus \$5,000 freight costs. \$95,000 total.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Normal preventive maintenance has been performed as needed on this unit, but the unit is not as efficient as it needs to be due to its age and design. As a result, this unit does not perform to the standard needed for DCTA's shunt mitigation program.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

We would spend additional maintenance funds on a unit with a diminishing return on equity. This will degrade DCTA's shunt mitigation program.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

None, this is a new funding request.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	95,000.00
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	95,000.00

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

On July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP21) amended Federal transit law to require the Federal Transit Administration (FTA) to develop a rule establishing a national Transit Asset Management (TAM) System. FTA has defined transit asset management as a strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively through their entire life cycle.

In April of 2019 DCTA contracted with Jacobs Engineering to have complete facility condition assessments done for all of the DCTA owned facilities. The findings from the report for DCTA's Downtown Denton Transit Center, located at 604 East Hickory Street in Denton, Texas, showed a need for regular preventive maintenance as well as a rehabilitation/replacement plan for many of the fixtures and equipment in order to maintain a State of Good Repair. This project performs this year's identified repairs and/or maintenance items.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

In years past, funds have been identified from savings throughout the fiscal year leaving staff without the necessary funding to properly address the issues seen around the facility. Additional operating funds have been added to the individual budgets, but those funds have not been sufficient to cover the additional planning work needed for larger construction type projects.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If this project is not funded, these facility maintenance and repair activities will be deferred for another year potentially causing an increase in the cost to perform the repairs or could possibly make the facility or parts of it unusable.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

If no additional funding sources are identified, staff will continue to look for savings in the annual budget to cover these expenses. However, if savings cannot be identified that can cover the entire cost of the repairs, the work may not be able to be completed, leaving the facility in a state of disrepair.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No, however approving this project could prevent any potential loss of revenue that would result in the facility or parts of the facility being unsuitable for use.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	131,618
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	131,618

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

On July 6, 2012, the Moving Ahead for Progress in the 21st Century Act (MAP21) amended Federal transit law to require the Federal Transit Administration (FTA) to develop a rule establishing a national Transit Asset Management (TAM) System. FTA has defined transit asset management as a strategic and systematic process of operating, maintaining, and improving public transportation capital assets effectively through their entire life cycle.

In April of 2019 DCTA contracted with Jacobs Engineering to have complete facility condition assessments done for all of the DCTA owned facilities. The findings from the report done for DCTA's Bus Maintenance Facility, located at 1101 Teasley Lane in Denton, Texas, showed a need for regular preventive maintenance as well as a rehabilitation/replacement plan for many of the fixtures and equipment in order to maintain a State of Good Repair. This project performs this year's identified repairs and/or maintenance items.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

In years past, funds have been identified from savings throughout the fiscal year leaving staff without the necessary funding to properly address the issues seen around the facility. Additional operating funds have been added to the individual budgets, but those funds have not been sufficient to cover the additional planning work needed for larger construction type projects.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

If this project is not funded, these facility maintenance and repair activities will be deferred for another year potentially causing an increase in the cost to perform the repairs or could possibly make the facility or parts of it unusable.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

If no additional funding sources are identified, staff will continue to look for savings in the annual budget to cover these expenses. However, if savings cannot be identified that can cover the entire cost of the repairs, the work may not be able to be completed leaving the facility in a state of disrepair.

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

No, however approving this project could prevent any potential loss of revenue that would result in the facility or parts of the facility being unsuitable for use.

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$	47,912
Fiscal Year		Amount		
Fiscal Year		Amount		
Fiscal Year		Amount		
Total Project Cost Estimate			\$	47,912

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Backup and DR Infrastructure Upgrades

Project Ranking:

Project Manager: Javier Trilla

Phone: 972.316.6111

Department: Information Technology

Location: All

Desired project timing:

Start Date: October 1, 2021

Completion Date: January 31, 2022

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Protecting the agency's data is a top priority for the Information Technology department. To ensure the agency's data is kept secure while staying aligned with our equipment replacement cycles, the server and storage infrastructure which currently operates and contains DCTA's backup software and backup repositories is due for replacement.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

The agency's data has been protected by servers and storage purchased in previous fiscal years. The information technology team has extended the service contracts as far as lifecycle allows and expanded capacity over the years to extend the useful life of the existing equipment.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Equipment failure due to age would result in an interruption of DCTA's data backup procedures and delay any necessary restorations due to accessing data stored in the cloud. Equipment lead times are high due to COVID-19 related technology delays, therefore the interruptions would be lengthy.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

N/A

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$ 45,000
Fiscal Year		Amount	
Fiscal Year		Amount	
Fiscal Year		Amount	
Total Project Cost Estimate			\$ 45,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -

Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

Replacement of existing network video recorder at Bus OMF. Current hardware was acquired when Bus O&M was constructed and is at the end of useful life. This is a straightforward replacement to a current model NVR. Cost factors in price of hardware in addition to installation/service by vendor.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Existing NVR is in place.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

Existing equipment is out of warranty and no longer supported. Failure of aging equipment would lead to safety concerns with no access to cameras at Bus OMF.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$ 26,000
Fiscal Year		Amount	
Fiscal Year		Amount	
Fiscal Year		Amount	
Total Project Cost Estimate			\$ 26,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital: ☒

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY

DETAILED EXPANDED LEVEL PROJECT REQUEST FORM

(To be completed for all Expanded Level Project that include plans for expansion, an increase in service or new operating programs above and beyond the current service level/budget)

PROJECT DETAILS

Project Name: Project Ranking: Project Manager: Phone: Department: Location:

Desired project timing:

Start Date: Completion Date:

PROJECT DESCRIPTION/JUSTIFICATION

**Attach additional documentation as necessary*

WHY IS THIS PROJECT BEING REQUESTED?

The DDTC facility is adjacent to the A-train corridor and fiber optic network, but was not connected to the fiber optic network during its construction. The goal of this project is to connect the facility to the rest of DCTA's fiber network via underground boring and extension of the fiber to the current termination point near the DDTC A-train platform. This extension will provide higher capacity bandwidth to the DDTC that can support future projects such as facility cameras and access control without limiting the existing network. DDTC also depends on this connection to access the server infrastructure located at other DCTA facilities.

WHAT HAVE YOU DONE TO HANDLE THE ISSUE UNTIL NOW?

Connectivity for the last hop between the DDTC and the fiber optic network is handled by a point to point microwave wireless connection for the past five years. While this connection has proved reliable, it is reaching the end of its lifecycle and can only handle 50% of the bandwidth available to fiber connection.

WHAT WOULD HAPPEN IF THIS PROJECT WAS NOT FUNDED?

DDTC would continue to operate as-is via the microwave radio connection, but would not be able to support future projects that rely on additional bandwidth to accomplish. Failure of existing antennas would result in failover to backup VPN tunnels which are only 20% of normal capacity.

PROJECT DESCRIPTION/JUSTIFICATION**Attach additional documentation as necessary*

WHAT EXISTING FUNDING (POSITIONS/PROGRAMMING) HAVE YOU EVALUATED FOR USE IF NO ADDITIONAL RESOURCES ARE APPROVED?

WILL THE REQUEST PROVIDE ADDITIONAL REVENUE?

NO

****DATA SUPPORTING THE REQUEST WILL BE REQUIRED AND SHOULD BE ATTACHED****

PROJECT COST ESTIMATE

**Attach detailed breakdown of costs. If the project relates to construction/remodeling, please attach all supporting documents/plans.*

TIMING OF PROJECT COSTS

Fiscal Year	2022	Amount	\$ 125,000
Fiscal Year		Amount	
Fiscal Year		Amount	
Fiscal Year		Amount	
Total Project Cost Estimate			\$ 125,000

PROJECT FUNDING SOURCES - GRANTS

**If the project is funded by a specific grant, please specify the grant number & amount below*

Grant Number:

Amount: \$

Grant Number:

Amount: \$

ANNUAL OPERATING IMPACT

**Provide cost estimates relating to the annual impact of this project on the operating budget. For example, increased maintenance or energy costs associated with new facilities. If this project is related to a new or expanded program, provide cost data including increased staff, supplies, software, etc. Include any foreseen cost savings to the operating budget such as reduced energy costs associated with an energy conservation project or reduced staff associated with an IT project.*

	Annual INCREASE in Operating Costs	Annual DECREASE in Operating Costs
Maintenance Costs/Services:		
Supplies Required:		
Utility Costs:		
Salary Costs (FT/PT - # of Positions):		
Benefit Costs:		
IT Requirements (Software & Hardware):		
TOTAL	\$ -	\$ -


Additional Estimated Revenue to be Generated:

PROJECT ANALYSIS

Operating:

Capital:

Useful Life (Years):

*Complete additional information if capital  Justification:

**Routine maintenance would be expensed under the operating budget. Maintenance that substantially improves/extends the life of the original asset can be capitalized.*

BUDGET OFFICE AUTHORIZATION

DATE RECEIVED: APPROVED AMOUNT:

PROJECT NOTES:

DENTON COUNTY TRANSPORTATION AUTHORITY
FY22 Proposed Budget
Capital Improvement & Major Maintenance Plan

Project Name	Current Capital Projects	Proposed FY 2022 NEW Capital Projects	Project LTD thru FY 2020	FY 2021 Proposed Revised	Proposed FY 2022	Proposed FY 2023	Proposed FY 2024	Proposed FY 2025	Proposed FY 2026	Proposed FY 2027	Anticipated Project Total (Thru 2027)
BUS FLEET REPLACEMENT											
Fleet (2020)	\$ 1,062,600	\$ -	\$ -	\$ 1,062,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,062,600
FUTURE: Fleet Replacement	-	-	-	-	-	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
PROFESSIONAL SERVICES/TECHNOLOGY IMPROVEMENTS											
Integrated Fare Payment	600,000	-	-	-	300,000	300,000	-	-	-	-	600,000
Server & Network Infrastructure	-	-	-	-	-	-	-	-	-	-	-
Bus OMF Network Video Recorder	-	26,000	-	-	26,000	-	-	-	-	-	26,000
DDTC Rail Fiber Extension	-	125,000	-	-	125,000	-	-	-	-	-	125,000
Backup & DR Infrastructure Upgrades	-	45,000	-	-	45,000	-	-	-	-	-	45,000
FUTURE: Stadler Laptop Replacement	-	-	-	-	-	-	-	80,000	-	-	80,000
FUTURE: Server & Network Infrastructure	-	-	-	-	-	-	350,000	-	-	-	350,000
FUTURE: Backup & DR Infrastructure Upgrades	-	-	-	-	-	-	-	-	-	45,000	45,000
TRANSIT SAFETY IMPROVEMENTS											
Trail Safety Improvements	181,157	-	170,507	10,650	-	-	-	-	-	-	181,157
MAJOR MAINTENANCE ITEMS											
Major Maintenance - Rail (FY21)	2,124,693	-	-	2,124,693	-	-	-	-	-	-	2,124,693
Major Maintenance - Bus (FY20)	125,000	-	109,470	15,530	-	-	-	-	-	-	125,000
NEW: Major Maintenance - Rail (Proposed FY22)	-	1,836,442	-	-	1,836,442	-	-	-	-	-	1,836,442
NEW: Major Maintenance - Bus (Proposed FY22)	-	179,530	-	-	179,530	-	-	-	-	-	179,530
FUTURE: Major Maintenance - Rail	-	-	-	-	-	1,859,543	2,034,860	2,897,164	3,327,187	2,109,209	12,227,963
FUTURE: Major Maintenance - Bus	-	-	-	-	-	200,000	264,203	200,000	200,000	200,000	1,064,203
POSITIVE TRAIN CONTROL											
Positive Train Control Implementation	16,720,141	-	15,913,486	209,655	597,000	-	-	-	-	-	16,720,141
Positive Train Control Enhancements (Phase 2)	5,000,000	-	148,180	-	4,851,820	-	-	-	-	-	5,000,000
INFRASTRUCTURE ACQUISITION											
	3,251,990	-	2,605,264	11,745	-	634,981	-	-	-	-	3,251,990
BROWNFIELD REMEDIATION											
	385,000	-	338,405	26,595	20,000	-	-	-	-	-	385,000
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)											
TRiP Program Funding - FY21	5,914,152	-	-	7,742,134	-	-	-	-	-	-	7,742,134
NEW: TRiP Program Funding - (Proposed FY22)	-	7,115,979	-	-	7,115,979	-	-	-	-	-	7,115,979
FUTURE: TRiP Program Funding	-	-	-	-	-	8,038,509	6,964,681	6,048,373	-	-	21,051,563
TOTAL CAPITAL BUDGET	\$ 35,364,733	\$ 9,327,951	\$ 19,285,312	\$ 11,203,602	\$ 15,096,771	\$ 12,233,033	\$ 10,813,744	\$ 10,425,538	\$ 4,727,187	\$ 3,554,209	\$ 87,339,396

DCTA Budget Contingency Plan Fiscal Year 2022

The fiscal year budget includes revenue streams based on historical trends and projections of future activity. The largest revenue stream is sales tax. A contingency plan is recommended should the budgeted increase in sales tax not materialize or, if there is a need for service enhancements not planned in the fiscal year budget and it is determined that sales tax revenue has increased sufficiently to support sustainable service.

Section I: Sales Tax Revenue Shortfall

The following precautionary actions will be initiated immediately if a sales tax revenue shortfall is anticipated:

Initial Precautionary Action

- Freeze all new hire positions and vacant positions except with necessity review by the Management Team.
- Identify any non-traditional revenue sources.
- Re-justify all planned capital outlay over \$10,000 to the Management Team prior to expenditures.
- Re-justify all vehicle replacement/purchase schedules to the Management Team.
- Re-justify all travel related expenditures to the Management Team.
- Re-justify expenditures related to the service and materials & supplies category including, but not limited to:
 - Technology
 - Professional Services
 - Consulting Fees

Initiate the following expenditure reductions and measures if a cumulative unanticipated shortfall in sales tax revenue is equal to:

2% Reduction (\$641,776)

- Realized savings will not be transferred between categories.
- Prohibit unbudgeted expenditures including supplies and maintenance accounts.
- The Management Team will be required to review, monitor and control planned expenditures greater than \$5,000.
- Supplemental appropriations will not be made from budgeted savings or unappropriated fund balance.
- All carry forward requests will be carefully reviewed and approved by Finance.
- Any overtime must be pre-approved by department heads.
- Determination made and plan developed regarding utilization of sales tax stabilization fund. Utilization of sales tax stabilization funds will require Board Approval prior to implementation.

3% Reduction (\$962,664)

- Freeze all travel and training requests except with necessity review by the Management Team.
- Reduce expenditures in operations and maintenance accounts in each functional area. Amount of reduction to be determined by Management Team.
- Freeze capital outlay except with necessity review by the Management Team.
- Indefinitely freeze all vacant positions except with necessity review by the Management Team.

4% Reduction (\$1,283,552)

- Will require Board policy decisions regarding service delivery and fund balance reserves.
- Re-evaluate any budgeted transfer to Capital Projects which is not a grant match requirement.
- The Management Team will review service level reductions, passenger fare increases, elimination of specific programs, and reduction in work force. This would require implementation of the Service Reduction Policy.
- Evaluate the 90-day Operating Fund Balance Reserve Policy and consider options for fund balance utilization or utilization of other reserve funds. Board action will be required for utilization of reserve funds.

Section II: Sales Tax Revenue Sustainable Increase

The following steps will be followed when it is determined that additional mid-year service level enhancements are necessary (above those already programmed in the annual budget) and sales tax revenue exceeds budget and prior year's actual for at least 4 consecutive months and a determination is made that sales tax revenue increase is sufficient to support sustainable service levels.

For planning purposes, recommended service level increases will be less than or equal to the available sales tax stabilization fund.

Increases in sales tax revenue may be utilized to fund:

- Direct service enhancements
- System support
- Capital Infrastructure and maintenance reserve

Recommended service levels enhancements will be evaluated and prioritized based on:

- System performance and
- Board adopted service standards and service plan

Service Level considerations are not limited to additional transit service hours but may include other agency or transit system support requirements.

Service Level enhancement decisions will follow annual Decision Cycle framework.

Prior to implementation and adoption by Board, additional service level enhancements will be incorporated into long-range financial plan to identify impact of current enhancement in future years.

Implementation of Service Level Enhancements will require Board action and revision of annual budget.

Section III: Federal Grant Funding Reduction

The following precautionary actions will be initiated immediately if a federal grant reduction is anticipated:

Capital Expenditures:

- Identify and evaluate other available funding sources
- Evaluate scaling back the scope of the project to the allocated funds, if feasible
- Freeze project pending review and discussion with Board of Directors

Operating Funds:

- Follow the Sales Tax Revenue Shortfall Procedure

Board of Directors Memo

August 26, 2021

SUBJECT: Discuss Financial Management Policies and Annual Investment Policy for FY2022

Recommendation

This item is presented for discussion purposes only. The final proposed Financial Management Policies and Investment Policy will be presented to the Board for approval at the September meeting.

Background

DCTA Financial Management Policies are presented at the start of each fiscal year. The Investment Policy is included the Financial Management Policies document. It is the intent of DCTA to comply with state and federal law. The Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act") governs investment of public funds at the state level. The Act requires that the Board of Directors review and adopt the Investment Policy annually.

It is the policy of DCTA that the administration and investment of its funds shall be handled in a manner that maintains the highest public trust. Investments shall be made that provide the maximum security of principal invested while meeting the daily cash flow needs of DCTA and conforming to all applicable state statutes governing the investment of public funds. While DCTA staff strives to maximize the yield on our investments, increasing the market yield-to-maturity is secondary to the requirements for safety and liquidity.

DCTA contracts with HilltopSecurities Asset Management for investment advisory services. The investment policy has been reviewed by Hilltop to ensure all necessary language as required by the Act is present in the DCTA Investment Policy document. Included as Exhibit 2 is the letter from Hilltop confirming its review of the investment policy. Hilltop is not recommending any changes to the policy for FY2022, other than as noted below and in Attachments I and II of the policy.

In connection with investment transactions conducted between Hilltop and DCTA, Hilltop has provided as required under the Act a certification that they have reviewed the entity's investment policy. In addition, Hilltop has provided to DCTA a copy of its current SEC Form ADV Part II, as required by Securities and Exchange Commission Regulation Section 275.204-3. These documents are available in the DCTA Finance Department.

The attached red-lined document incorporates the following changes:

- Adding HilltopSecurities Asset Management to authorized training sources (reflected in Attachment I)
- Updating list of Approved Brokers/Dealers (reflected in Attachment II)

Previous Board Activity & Action

The adoption by the Board of the FY 2021 Financial Management Policies and Investment Policy was on September 24, 2020.

Identified Need

This item is required to fulfill the legal requirements for an annual review and approval of the Investment Policy as well as the review requirements included in the Financial Management Policies.

Financial Impact

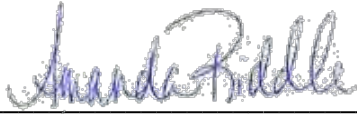
There is no direct financial impact.

Exhibits

Exhibit 1: Draft Proposed FY 2022 Financial Management Policies including Investment Policy

Exhibit 2: FY 2022 Investment Policy Review Letter

Submitted by:



Amanda Riddle
Senior Manager of Budget

Reviewed By:



Amber Karkauskas
Controller/AVP of Finance

Final Review:



Marisa Perry, CPA
Chief Financial Officer/VP of Finance

Denton County Transportation Authority Financial Management Policies

(~~Adopted September 2020~~ Draft August 2021)

Operating Policies

Purpose

The Comprehensive Financial Management Policy assembles the Denton County Transportation Authority's (DCTA) financial policies in one document. They are the tools to ensure that DCTA is financially able to meet its immediate and long-term service objectives. The individual policies contained herein serve as guidelines for both the financial planning and internal financial management of DCTA consistent with provisions of Chapter 460 of the Texas Transportation Code and adopted DCTA Bylaws.

DCTA is accountable to its constituents for the use of public dollars. Resources must be wisely used to ensure adequate funding for the operations, services, facilities, and infrastructure necessary to meet present and future needs. These policies help safeguard the fiscal stability required to achieve DCTA's goals and objectives.

Review

DCTA Financial Management Policies are presented to the Board of Directors for review, discussion, and approval at the start of each fiscal year.

Objectives

In order to achieve its purpose, the Financial Management Policies have the following objectives for DCTA's fiscal performance:

- a. To enable the DCTA Board of Directors (the Board) to establish and manage policy decisions that have significant impact on the agency.
- b. To set forth operating principles that minimize the cost of government and financial risk.
- c. To employ balanced and fair revenue policies that provide adequate funding for desired services and programs.
- d. To maintain appropriate financial capacity for present and future needs.
- e. To promote sound financial management by providing accurate and timely information on DCTA's financial condition.
- f. To protect DCTA's credit rating and provide for adequate resources to meet the provision of DCTA's obligations on all its debt.
- g. To ensure the appropriate use of financial resources through an effective system of written and audited internal controls.
- h. To promote cooperation and coordination with other governments, agencies and the private sector in the financing and delivery of services.
- i. To establish long-term objectives for the financial operations of DCTA.
- j. To ensure an optimum balance between demand for service and resources to provide those services.

Reserve Fund Policies

Adequate reserve levels are a necessary component of DCTA's overall financial management strategy and a key factor in external agencies' measurement of DCTA's financial strength. Funding priorities will be in the order listed and be reflected in the agency's long range financial plan:

- a. It will be the policy of DCTA to maintain a Fund Balance Reserve Fund that is equal to three months of the total budgeted operating expenses (excluding capital project expenses) for the fiscal year. This Fund Balance Reserve is maintained to address unanticipated emergencies and may be allocated with approval by the Board if there are not sufficient resources in unrestricted net position. An annual contribution will be budgeted from general operating resources, as available, to maintain the target reserve level.
- b. It will be the policy of DCTA to maintain a Sales Tax Stabilization Fund. This Fund will be used to stabilize revenue received from sales tax in times of economic downturn and will be equal to three percent (3%) of annual budgeted sales tax.
- c. It will be the policy of DCTA to maintain a Capital Replacement/Infrastructure Maintenance Fund (State of Good Repair) to provide funding for maintenance of capital assets and infrastructure at a sufficient level to protect DCTA's investment and maintain appropriate service levels.
- d. It will be the policy of DCTA to maintain a Fuel Stabilization Fund. On average, the Fuel Stabilization Fund will be equivalent to \$0.50 per gallon of budgeted fuel. This will be reviewed each year during the budget process. This fund will be used to mitigate significant fluctuations in fuel prices each year.

Contributions to the Sales Tax Stabilization, Capital Replacement/Infrastructure Maintenance, and Fuel Stabilization Funds will be made from available funds as identified in the annual budget or amended budget. The Chief Financial Officer (CFO) shall make a recommendation to the Board regarding transfers to and from reserve funds. The Board shall authorize the transfers as deemed appropriate at the time. Guidelines for transfers and contributions are as follows:

- a. All transfers for expenses from reserve accounts shall require prior Board approval unless previously and specifically authorized by the Board in the annual budget or amended budget.
- b. Capital Replacement Fund will at a minimum be an amount equivalent to twenty percent (20%) of bus fleet replacement costs (reflective of anticipated grants) plus an additional \$500,000. (Example - FY21 Bus Fleet replacement: \$1.87 million X 20% = \$374,020. Minimum Capital Replacement Fund requirement: \$374,020 + \$500,000 = \$874,020).
- c. Infrastructure Maintenance – Available funds, within limitations of current long range financial plan, in accordance with assessed capital needs which shall be reviewed during the annual budget process.

If after procedures as outlined in the adopted Budget Contingency Plan have been met, and a severe economic downturn or other emergency requires draw down of Fund Balance Reserve or Sales Tax Stabilization funds, it will be a priority to replenish fund balances. Fund balances will be replenished within three (3) years, from any year-end budget surpluses. These surpluses may be achieved through expense reductions or through higher than anticipated revenues. The long range financial plan and annual budget will specifically outline the timeframe and plan for fund balance replenishment.

Revenue Policies

- a. To the extent possible, a diversified and stable revenue system will be maintained to shelter service delivery from short-run fluctuations in any one revenue source due to changes in economic conditions. Trends analyzing the dependence on distinct revenue sources shall be included in the budget documents for consideration by the Board.
- b. Revenue forecasts will assess the full spectrum of resources that can be allocated for service delivery. Each year the Board shall review potential sources of revenue as part of the annual budget process.
- c. Revenue forecasts shall be realistically estimated and based on the best information available. DCTA shall use a conservative, objective and analytical approach when preparing revenue estimates and follow a vigorous policy of collecting revenues. Shortfalls anticipated based on this forecast will be addressed as follows:
 - i. Short-term (anticipated less than one year) economic downturns and temporary gaps in cash flow: Expense reductions or restrictions may be imposed as outlined in the Budget Contingency Plan adopted as part of the annual budget by the Board. The Board may approve a contribution from the Sales Tax Stabilization Fund or Fund Balance Reserve Fund to address temporary downturns in revenues.
 - ii. Long-term (greater than one year) revenue downturns: Deficit financing and borrowing to support on-going operations is not the policy of DCTA. Revenue forecasts will be revised. Expenses will be reduced to conform to the revised long-term revenue forecast and fare increases will be considered.
- d. All potential grants shall be carefully examined for matching requirements. Some grants may not be accepted if the local matching funds cannot be justified. Grants may also be rejected if programs must be continued with local resources after grant funds are exhausted.
- e. DCTA shall develop and maintain fair and equitable fares for all public transportation services which it operates. A fare structure establishing a base fare, categories of prepaid fares and special fare programs shall be adopted by the Board and reviewed no less than every two years. The fare structure should be competitive and offer seamless integration for passengers within the regional transportation system.
- f. Services provided on a contract basis will be charged at rates in accordance with DCTA's Administrative Fee Policy as approved by the Board of Directors.
 - 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.

- g. DCTA will review contracts and leases which result in revenues to DCTA on a timely basis for careful consideration by the Board.

Expense Policies

DCTA will only propose operating expenses which can be supported from on-going revenues. Before undertaking any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenses may be funded from one-time revenues, but the operating budget expense impacts of capital expenses will be reviewed for compliance with this policy provision:

- a. Vice Presidents are responsible for managing budgets within the total appropriation. DCTA will conduct a regular review and analysis of major expense categories to help assure the most efficient use of resources.
- b. DCTA will maintain expense categories according to state statute and administrative regulation.
- c. Emphasis is placed on improving individual and work group productivity rather than adding to the work force. DCTA will consider investing in technology and other efficiency tools to maximize productivity. DCTA will hire additional staff only after the need for such positions has been demonstrated and documented.
- d. All compensation planning will focus on the total cost of compensation, which includes direct salary, health care benefits, pension contributions, training allowance, and other benefits of a non-salary nature, which are a cost to DCTA. A compensation study shall be conducted every three (3) years to ensure that DCTA maintains a competitive position in the market, with a goal to stay at the mid-point of the market range.

Accounting, Auditing and Financial Reporting

DCTA will maintain a system of financial monitoring, control, and reporting for all operations and funds in order to provide effective means of ensuring that overall DCTA goals and objectives are met:

- a. Accounting Records and Reporting: DCTA will maintain its accounting records in accordance with state and federal regulations. Financial statements will conform to generally accepted accounting principles (GAAP) of the Governmental Accounting Standards Board (GASB).
- b. Auditing: As required under Chapter 460.402 of the Texas Transportation Code, an outside independent CPA firm will annually perform the DCTA's financial audit. Results of the annual audit will be provided to the Board in a timely manner. The external audit firm is accountable to the Board of Directors and will have access and direct communication with the Board. The Single Audit Report will be prepared and presented to the Board by the external auditors along with the audited financial statements. The Single Audit Report shall list the status and current operations of all federal, state and local grant funds awarded and received.
- c. Simplified Fund Structure. To the extent possible, DCTA will minimize the number of Funds.

The Finance Department will develop, maintain, and consistently seek to improve cash management systems which ensure the accurate and timely accounting, investment, and security of all cash assets.

Budget and Operating Policies

- a. Decisions of the Agency will be within the context of the long range financial plan and the long range service plan. Staff shall provide a review of the implications of budgetary proposals on the long range financial plan.
- b. The budget is designed to communicate DCTA's financial goals and objectives to its stakeholders by describing the service to be provided, the cost of the service, the proposed allocation of funds and revenue sources used to pay for the service. DCTA is committed to a balanced budget, where current year expenses do not exceed current year revenues and applicable/specific reserve balances.
- c. Chapter 460.403 of the Texas Transportation Code requires the Board to prepare an annual budget. The annual budget shall be developed consistent with state law and in a manner which encourages early involvement with the public and the Board. A calendar of events related to budget development shall be presented to the Board each year prior to the start of the annual budget process.
- d. The Finance Department will maintain a system for monitoring the DCTA's budget performance. The system will provide the Board with monthly and/or quarterly information in a timely manner on fund level resource collections and category level expenses.
- e. Budget Revisions: The budget should be adjusted during the budget period should unforeseen events require changes to the original budget plan. The budget is a plan based on a set of assumptions that may not always match actual experiences during the execution phase. DCTA staff shall watch for significant deviations from expectations and make adjustments so that the plan is consistent with revised expectations as follows:
 - i. Operating Fund Expenses:
 1. DCTA is required to control operating costs and maintain the total expenses incurred at or below the total annual adopted Operating Expenses budget or budget as amended.
 2. The Chief Executive Officer (CEO) may authorize budget transfers between expense categories and departments, in an aggregate amount – not to exceed 5% of the total annual Operating Expenses budget without Board approval.
 3. The Board may authorize a Budget Amendment for approval of new contracts and unbudgeted expenses when available savings cannot be identified within the operating or capital budget.
 - ii. Capital Project Fund Expenses:
 1. Expenses for capital projects must be approved within the fiscal year capital project budget; or
 2. By Board approval of any increase to an existing capital project budget that is not offset by savings within the operating or capital budget; or
 3. The addition of a new capital project during the fiscal year approved by Budget Amendment.
 - iii. All DCTA amendments and transfers will be reflected in the appropriate period for the budget year and long range financial plan.

f. Definitions:

- i. Budget Amendment – Shall mean a net change in the total adopted fiscal year budget (operating + capital) based on the following criterion:
 1. A net change in the budgeted expenses (operating + capital), to include:
 - (a) addition of a new capital project; (b) increase in Capital Projects Fund annual appropriation that is not offset by identified savings within the operating or capital budget; (c) addition of operating expenses that are not offset by identified savings within the operating or capital budget.
 2. A resolution approved by the DCTA Board of Directors is required to authorize an amendment as specified in Section e.
- ii. Budget Transfers – Shall mean transfer of funds between the following:
 1. Departments, expense line items, or capital projects that neither increase nor decrease the total adopted budget (operating + capital).
 2. If budgeted expenses associated with a capital project are deemed operating, the capital project budget will be decreased and transferred to the appropriate operating budget.
- g. A Budget Contingency Plan will be adopted each year as part of the annual budget process. This allows DCTA to be positioned to respond quickly to economic or market fluctuations. The Plan shall identify triggers, key action plans and monitoring processes to allow DCTA to effectively recover and/or adjust to serious downturns.
- h. Accurate inventories of all physical assets, their condition, life spans, and cost will be maintained to ensure proper stewardship of public property. The CFO will establish policies and appropriate procedures to account for fixed assets, including establishing the threshold dollar amount for which fixed asset records are maintained and how often physical inventories are taken. A physical inventory will be conducted no less than every two (2) years.

Purchase and Disposal of Assets

DCTA will follow and maintain purchasing procedures that comply with applicable State and Federal laws and Board resolutions and policies regarding procurement. The policy of the Board of Directors is to:

- a. Provide equal access to all vendors participating through competitive acquisition of goods and services.
- b. Conduct the procurement process and disposal of property in a manner that promotes and fosters public confidence in the integrity of DCTA's procurement procedures.
- c. Protect the interest of entities providing financial support without regard to any undue influence or political pressure.

Federal Funds: When procurement involves the expense of federal funds, purchasing shall be conducted in accordance with all applicable federal laws or regulations.

Grant Funds: When procurement involves the expense of grant funds, purchasing shall be conducted in accordance with all applicable grant laws or regulations.

Emergency procurement: The CEO or his/her designated agent may make or authorize others to make emergency procurements of materials, supplies, equipment or services when there exists a threat to public health, welfare, or safety. The officers of the Board will be notified immediately of such action. State laws relating to emergency purchases shall be followed.

Cost Allocation

Should DCTA choose to include indirect costs in its grant reimbursement requests, DCTA will comply with all laws and recommendations in calculating and receiving appropriate cost recovery for services rendered and for allocating appropriate indirect costs.

Cost allocation is a method to identify and distribute indirect costs. Direct costs are costs assignable to a specific objective, whereas indirect costs are costs incurred for multiple cost objectives or not assignable to a specific cost objective without effort disproportionate to the benefit received. Should DCTA choose to include indirect costs in its grant reimbursement requests, DCTA will prepare and seek funding agency approval of a cost allocation plan to identify direct and indirect costs to use for recovering allowable costs under OMB Circular A-87. The plan will be prepared consistent with guidelines established by:

The Federal Office of Management and Budget (OMB) Circular A-87

OMB Circular A-87 establishes cost principles for State, local, and Indian Tribal Governments for determining costs for Federal Awards. Item 5 of the Circular states that, "The principles are for determining allowable costs only." In defining allowable costs, the Circular provides a definition of allocable costs on Attachment A, paragraph C.3.a, "A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received." The Circular further outlines costs that are allowable for charging the Federal government and distinguishes those that are specifically excluded from recovery.

Governmental Accounting Standards Board (GASB)

GASB is the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments. While GASB is not a governmental agency and does not have enforcement authority, compliance with GASB is tested by the external auditor in the annual audit of DCTA.

Debt Management Policy

The objectives of the DCTA's Debt Management Policy will be:

- a. To minimize the use of debt to the effect that debt service payments will be a predictable and manageable part of the operating budget.
- b. Utilize debt as the last resort, to raise capital at the lowest cost, consistent with the need to borrow.

These will be accomplished by:

- a. Securing and maintaining a high credit rating if appropriate to reduce the cost of borrowing.

- b. Maintaining a good reputation in the credit markets by implementing and maintaining a sound capital program and managing the annual budget responsibly.
- c. Selecting professional service providers (underwriters, financial advisors, bond insurers, etc.) through negotiation, RFQ process or as defined for professional services under DCTA's procurement procedures.
- d. Issuing debt on a competitive basis (except when conditions make a negotiated sale preferable) and awarding to the bidder who produces the lowest true interest cost and underwriting cost. Revenue bonds can be issued through a negotiated sale when the issue is unusually large, the project is speculative or complex, the issue is a refunding, or the market is unstable:
 - i. Long-term debt issued will not exceed the life of the projects financed. Current operations will not be financed with long-term debt.
 - ii. Short-term borrowing will not be used for operating purposes.
- e. Complying with continuing disclosure reporting requirements and the obligation to inform the Municipal Securities Rulemaking Board through the EMMA website (Electronic Municipal Market Access) of any and all continuing disclosure documents and annual financial statements. The DCTA's annual audited financial report will be sent to EMMA as soon as the external auditor issues the report and it has been approved by the Board of Directors, within six months after the fiscal year end.
- f. Ensuring no debt is issued for which DCTA is not confident that a sufficient, specifically identified revenue source is available for repayment. The CFO shall prepare an analytical review for this purpose prior to the issuance of any debt.
- g. Limiting bonded indebtedness to a level that:
 - i. permits sufficient borrowing to support a reasonable level of capital programming;
 - ii. maintains a debt amortization schedule within DCTA's ability to pay; and
 - iii. supports DCTA's credit rating objectives.
- h. Considering credit enhancements only after a cost/benefit analysis has been completed for each bond issue.
- i. Maintaining debt service reserve accounts as required by bond ordinances and where deemed advisable by the Board. DCTA shall structure such debt service reserves to avoid violation of IRS arbitrage regulations.
- j. Maintaining debt service coverage ratios as required for any bond issues but not less than an internal debt service coverage of 1.25X.

INVESTMENT POLICY

I. POLICY STATEMENT

The Denton County Transportation Authority (DCTA) policy stipulates that the administration of its funds and the investment of those funds shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of DCTA. DCTA's investments will conform to all applicable state statutes governing the investment of public funds.

Effective cash management is essential to good fiscal management. Cash management is defined as the process of managing monies to ensure maximum cash availability. DCTA shall maintain a comprehensive cash management program which includes: collection of accounts receivable; prudent investment of its available cash; disbursement of payments in accordance with invoice terms; compliance with Board policy; and the management of bank depository services.

Receiving a market rate of interest will be secondary to the requirements for safety and liquidity. DCTA intends to comply with local law and the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). Investment earnings will be used in a manner that best serves the interests of DCTA.

II. SCOPE

This investment policy applies to all the financial assets and funds of DCTA. However, this policy does not apply to the assets administered for the benefit of DCTA by outside agencies under deferred compensation programs.

DCTA may commingle its funds into one pooled investment fund for investment purposes for efficiency and maximum investment opportunity.

III. OBJECTIVES AND STRATEGY

DCTA's policy is that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety of principal, liquidity, diversification and yield. Investments are to be chosen in a manner which reflects diversity by market sector, type of credit, and length of maturity as best meets DCTA's requirements. The choice of high-grade government investments and high-grade money market instruments is designed to assure the marketability of those investments should liquidity needs arise. To best meet anticipated cash flow requirements, the weighted average maturity (WAM) of the overall portfolio may not exceed 18 months.

Safety of Principal

Safety of principal is the foremost objective. Investments of DCTA's cash shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The safety of principal is best achieved by: limiting maximum maturities to two years or no further than expected project cash flow forecasts; limiting investment types to those specifically authorized by this policy; diversifying investments; and monitoring credit ratings on selected investment types.

Liquidity

Investments will be based on a cash flow analysis of needs and will remain sufficiently liquid to satisfy all operating requirements which might be reasonably anticipated by the agency's long range financial plan. The

portfolio will be structured so that investments mature concurrent with cash needs. Because all possible cash demands cannot be anticipated, the portfolio will include investments that offer same-day liquidity for those unanticipated situations. In addition, a portion of the portfolio will consist of securities with active secondary or resale markets.

Diversification

The portfolio will be diversified by maturity and market sector and will include the use of a number of broker/dealers for diversification and market coverage. Competitive bidding as defined in Section VIII of this policy will be used on each sale and purchase.

Yield

DCTA's investment portfolio shall be designed with the objective of attaining a market yield-to-maturity taking into account DCTA's risk constraints and the cash flow needs. Market yield-to-maturity may be defined as the rolling average yield of the current six-month Constant Maturity Treasury (CMT).

DCTA has selected the weighted-average yield-to-maturity as its preferred measure of investment performance. The weighted-average yield-to-maturity shall be calculated on a monthly basis by multiplying each individual security's yield-to-maturity at time of purchase by its book value, totaling the product of these calculations, and dividing by the total book value of the portfolio.

IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

Specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public fund deposits. All investments will be made in accordance with these statutes.

V. DELEGATION OF INVESTMENT AUTHORITY

The Chief Financial Officer, acting on behalf of DCTA, is designated as the Investment Officer and the CEO of DCTA is designated as the Alternate Investment Officer. The Investment Officer is responsible for investment management decisions and activities according to this Investment Policy. The Investment Officer is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall develop and maintain written administrative procedures for the activities of the investment program which are consistent with this Investment Policy. The procedures will include: reference to safekeeping; require and include Master Repurchase Agreements (as applicable); wire transfer agreements; banking services contracts; and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall regulate the activities of subordinate officials and staff. The Investment Officer shall designate in writing a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer and Alternate Investment Officer are not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established herein.

Authorization Resolution

A Resolution is established with this investment policy and attached hereto authorizing the Investment Officer to engage in investment transactions on behalf of DCTA. The persons authorized by the Resolution to transact business for DCTA are also authorized to approve wire transfers used in the process of investing.

VI. PRUDENCE

The standard of prudence to be used in the investment function shall be the “prudent person” standard and shall be applied in the context of managing the overall portfolio. This standard states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.”

Limitation of Personal Liability

The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy and in accord with the Prudent Person Rule in Section VI, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security’s credit risk or market price change or portfolio shifts are reported in a timely manner to the Board of Directors and that appropriate actions are taken to control adverse market effects.

VII. INTERNAL CONTROLS

The Investment Officer shall establish a system of written internal controls which will be reviewed annually with the independent auditor of DCTA. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes or imprudent actions by employees of DCTA. Results of review of internal controls by the independent auditor shall be included in the annual audit.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of DCTA. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

VIII. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below and as further described by the Public Funds Investment Act:

- a. Obligations of the United States Government, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC), agencies and instrumentalities and government sponsored enterprises, excluding collateralized mortgage obligations (CMO’s), not to exceed two years to stated maturity with the exception of project funds which may be invested in longer maturities but not to exceed forecasted expense dates;
- b. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas, not to exceed two years to stated maturity. In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of

each CD insured by the Federal Deposit Insurance Corporation (FDIC) may be purchased through a broker that has its main office in Texas and is selected from a list adopted by the DCTA Board or a selected depository institution with its main office or branch office in Texas. See Attachment II for a list of Board approved broker/dealers. This broker or depository shall act as the custodian for the various certificates on behalf of DCTA;

- c. Repurchase agreements and reverse repurchase agreements as defined by the Act, not to exceed 90 days to stated maturity, provided an executed Master Repurchase Agreement is on file with DCTA and the counterparty bank or primary dealer. Flexible repurchase agreements used specifically for capital projects may extend beyond the stated limitation, but shall not exceed the expense plan of the projects;
- d. No-load SEC-registered money market funds, each approved specifically before use by DCTA;
- e. Constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act; and
- f. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations).

If additional types of securities are approved for investment by public funds by state statutes, none will be eligible for investment by DCTA until this policy has been amended and approved by the DCTA Board.

Competitive Bidding Requirements

All securities, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that DCTA is receiving fair market value/price for the investment.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by DCTA, shall be conducted on a delivery versus payment (DVP) basis.

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

All investments will be made through either DCTA's banking services bank or an approved broker/dealer. DCTA will review the list of authorized broker/dealers annually. A list of at least three broker/dealers will be maintained in order to assure competitive bidding.

Securities broker/dealers must meet and disclose certain criteria as determined by the Investment Officer including:

- a. an audited financial statement each year;
- b. proof of certification by the Financial Industry Regulatory Authority (FINRA) and provision of CRD number;
- c. proof of current registration with the State Securities Commission; and
- d. completion of DCTA questionnaire.

Every broker/dealer, investment pool, investment manager and bank with which DCTA transacts business will be provided a copy of this Investment Policy to assure they are familiar with the goals and objectives of DCTA's

investment program. A representative of the transacting organization will be required to return a signed certification stating that the policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to DCTA.

DCTA may appoint one or more investment advisors to assist the financial staff in the management of DCTA funds. The investment advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an investment advisor. To be eligible for consideration, an investment advisor shall demonstrate knowledge of, and experience in, the management of public funds. An appointed investment advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy, and shall not have discretionary authority to transact business on behalf of DCTA.

If DCTA has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of DCTA. The advisor shall annually present a list of its authorized broker/dealers to DCTA for review and likewise shall return a signed certification stating that the advisor has reviewed the DCTA investment policy and has implemented reasonable procedures and controls to preclude imprudent investment activities. The advisor shall obtain and document competitive bids and offers on all transactions and present these to DCTA as part of its trade documentation.

X. DIVERSIFICATION AND MATURITY LIMITATIONS

It is DCTA's policy to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Max % of Portfolio</u>
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	Not to exceed 75%
Fully insured or collateralized CDs	Not to exceed 30%
Repurchase agreements	100%
Money Market Funds	50%
Local Government Investment Pools	
Liquidity Pools	100%
Maximum percent ownership of pool	Not to exceed 10%
Interest Bearing Bank Savings Deposits	25%

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement, the Investment Officer may not:

- a. invest more than 20% of the portfolio for a period greater than one (1) year, or
- b. invest any portion of the portfolio for a period of greater than two (2) years.

XI. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery-versus-payment (DVP) basis and be held in safekeeping by either DCTA, an independent third party financial institution, or DCTA's designated banking services depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to DCTA listing each specific security, rate, description, maturity, CUSIP number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for DCTA or pledged to DCTA.

All securities pledged to DCTA for certificates of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank from which the securities are pledged.

Collateralization

Collateralization is required on time and demand deposits exceeding the FDIC insurance coverage of \$250,000, and on repurchase agreements.

To provide a level of additional security for all funds and to also anticipate any market changes, the collateralization level required will be 105% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

XII. PERFORMANCE EVALUATION AND REPORTING

A comprehensive quarterly investment report shall be prepared by the Investment Officer or Investment Advisor within ten (10) business days following the fiscal quarter end and be presented to the DCTA Board the month following the fiscal quarter end. As required by the Texas Public Funds Investment Act, the report will:

- a. describe in detail the investment position of DCTA on the date of the report;
- b. be signed by the Investment Officer(s);
- c. contain a summary statement that presents:
 - a. beginning book and market value for the reporting period;
 - b. ending book and market value for the reporting period; and
 - c. fully accrued interest for the reporting period;
- d. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- e. state the maturity date of each separately invested asset that has a maturity date;
- f. state the account or fund for which each investment security was purchased;
- g. compare the portfolio's performance to other benchmarks of performance; and
- h. state the compliance of the investment portfolio with DCTA Investment Policy, Investment Strategy, and the Public Funds Investment Act.

XIII. DEPOSITORIES

DCTA will designate one banking institution through a competitive process as its central banking services provider at least every five years. This institution will be used for normal banking services including disbursements, collections, and safekeeping of securities. Other banking institutions from which DCTA may purchase certificates of deposit will also be designated as a depository after providing their latest audited financial statements to DCTA.

XIV. TRAINING REQUIREMENT

The DCTA Investment Officer(s) shall attend at least one investment training session consisting of no less than 10 hours of instruction relating to investment responsibilities within twelve months of taking office or assuming duties, and subsequently shall receive a minimum of 10 hours not less often than once in a two-year period that begins on the first day of the fiscal year and consists of the two consecutive years after that date. The investment training session shall be provided by an independent source approved by the Board of Directors. See Attachment I for a list of Board approved independent investment training sources. Contingent upon Board approval, additional independent sources from which investment training may be obtained shall include a professional organization, an institute of higher learning, or any sponsor other than a business organization with whom DCTA may engage in an investment transaction. Such training shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

XV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair the ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which personal business is conducted. Further disclosure shall also be made of any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of DCTA.

An Investment Officer of DCTA who has a personal business relationship with an organization seeking to sell an investment to DCTA shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to DCTA shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the DCTA Board of Directors.

XVI. SUBJECT TO AUDIT

A formal annual review of the investment reports will be performed by an independent auditor with the results reported to the Board. All collateral shall be subject to inspection and audit by DCTA's independent auditors.

XVII. INVESTMENT POLICY ADOPTION BY DCTA BOARD

DCTA's Investment Policy shall be adopted annually by the Board of Directors. The policy and strategies shall be reviewed on an annual basis by the Board. A written resolution approving that review, and suggested changes to the policy will be approved by the Board.

Board Approved Independent Investment Training Sources

1. Texas Municipal League (TML)
2. Government Finance Officers Association (GFOA)
3. Government Finance Officers Association of Texas (GFOAT)
4. North Central Texas Council of Governments
5. Texas Higher Education Coordinating Board
6. University of North Texas – Center for Public Management
- 6.7. HilltopSecurities Asset Management

Board Approved Broker/Dealers List



Approved Broker/Dealers
April 2021

BofA Securities
BOK Financial
Cantor Fitzgerald & Co
Citigroup Global Markets
Daiwa Capital Markets
FHN Financial
*Great Pacific Securities***
Goldman, Sachs & Co
StoneX (formerly INTL FCStone)
JP Morgan Securities
KeyBanc Capital Markets
*Loop Capital Markets ***
Mesirow Financial
Mizuho Securities
Morgan Stanley & Co
*Multi-Bank Securities ***
Piper Sandler & Co
Raymond James
RBC Capital Markets
*Rice Financial ***
SunTrust Robinson Humphrey
Stifel, Nicolaus & Co.
TD Securities
UBS Securities
Vining Sparks
Wells Fargo Securities
*Siebert Williams Shank ***

* **Bold face font indicates firm is a Primary Dealer.**

** *Dark blue italics font indicates firm is a Historically Underutilized Business (HUB) or Minority/Women Owned Business (MWOB).*



2700 Via Fortuna, Suite 410
Austin, TX 78746

512-481-2009 Direct
800-575-3792 Toll Free
512-481-2020 Fax

Scott McIntyre, CFA
Managing Director

scott.mcintyre@hilltopsecurities.com

July 28, 2021

Ms. Marisa Perry, CPA
Chief Financial Officer/VP of Finance
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, TX 75057

Dear Marisa:

As requested, Hilltop Securities Asset Management has performed a review of the Denton County Transportation Authority ("DCTA") written investment policy to determine compliance with the Texas Public Funds Investment Act (the "Act"), Texas Government Code, Chapter 2256. Our review was limited in scope, with the primary purpose being to evaluate conformity with the Act. We did not seek to ensure that all funds and procedures are addressed in the policy, nor have we reviewed compliance with the policy or internal controls of DCTA. Based upon our review, we have reached the following conclusion:

The Texas Legislature did not amend the PFIA in 2021, so there are no required changes. We believe the Denton County Transportation Authority investment policy, as written, is in full compliance with state law.

Please contact me with any questions you might have regarding this review.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott McIntyre". The signature is stylized with a large, sweeping initial "S".

Scott McIntyre, CFA
Senior Portfolio Manager

Cc: Ms. Amber Karkauskas

Board of Directors Memo

August 26, 2021

SUBJECT: Update and Discuss the Interlocal Agreement (ILA) and Facilities Lease Agreement between the Denton County Transportation Authority (DCTA) and Dallas Area Rapid Transit (DART)

Recommendation

No Board action required at this time.

Background

DCTA staff are working with DART on the details of a lease agreement to facilitate DART's short-term needs in support of the Silver Line project and an ILA to facilitate the design, construction and use of a Joint Rail Facility.

Staff has engaged Stateside Right of Way Services to work with DCTA staff and legal to draft the lease agreement. A joint meeting was held on July 16, 2021 at the DCTA Rail and Operations & Maintenance Facility between DART and DCTA to discuss lease terms with the goal to have a lease agreement for Board consideration in the August/September time frame. A joint meeting was held on August 6, 2021 between DCTA and DART to discuss the ILA deal points with feedback provided to DART for drafting of the ILA. Staff will present both the lease agreement and the proposed ILA to the DCTA Board of Directors at the September Board Meeting for consideration.

Previous Board Activity & Action

On June 24, 2021, the Board authorized the CEO to give DART approval to move forward with the scope and approach as outlined in the letter dated May 28, 2021 from Interim President & CEO David Leininger. This approval to move forward allows DART to proceed with the cost estimating and engineering efforts required of the development of supporting documentation necessary for the future development of proposed Interlocal Agreements. The DCTA Board also agreed to proceed with negotiating a lease agreement to facilitate DART's need for a temporary facility to receive, test and commission the Silver Line rail vehicles until such time that a long-term agreement can be reached between DART and DCTA for a joint rail operations facility.

Previous Board Activity & Action

July 22, 2021	Staff provided a project status update.
June 24, 2021	Staff provided a project status update.
May 27, 2021	Staff provided a project status update.
April 22, 2021	Staff provided a project status update.
March 10, 2021	Staff provided a project status update.
January 28, 2021	Staff provided a project status update.
December 10, 2020	Staff provided a project status update.
November 12, 2020	Staff provided an overview of the potential collaboration for regional joint rail operations facility between DCTA and DART.

Identified Need

DART and DCTA desire to explore options for a Joint Rail Operations & Maintenance facility, to be located and constructed at DCTA's existing Lewisville rail facility. The facility would be expanded to serve both the DCTA A-train and the DART Silver Line operations. The intent of the ILA is to address the major requirements needed to achieve the needs of both agencies including the requirements to enable DCTA to extend existing A-train service to the Downtown Carrollton Station.

Financial Impact

There is currently no financial impact associated with the ongoing conversations with DART. Details of projected expenses and associated responsibilities of each party will be outlined and presented to the DCTA Board for consideration as the joint program and draft ILA are further defined.

Exhibits

None.

Submitted By:


Raymond Suarez, CEO



Board of Directors Memo

August 26, 2021

SUBJECT: Monthly Sales Tax Receipts

Recommendation

This item is presented for informational purposes only. No action is required.

Background

Sales tax represents the single largest source of revenue for DCTA at 55.27% for the Fiscal Year 2021 budget. The annual revised sales tax budget for FY21 is \$31,154,178. 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 August, receipts were favorable compared to budget.

- Sales tax for sales generated in the month of June and received in August was \$3,583,080.
- This represents an increase of 38.55% or \$996,882 compared to budget for the month.
- Compared to the same month last year, sales tax receipts are \$763,650 or 27.09% higher.
- Member city collections for the month compared to prior year are as follows:
 - City of Lewisville up 34.86%
 - City of Denton up 17.39%
 - City of Highland Village up 13.82%

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

Provides the Board of Directors a monthly status on sales tax collections.

Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

Exhibits

Exhibit 1: FY21 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:	2020-2021 Adopted Budget	2020-2021 Revised Budget	2020-2021 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance ^(A)	Variance Actual to Revised Budget	CY Actual to CY Revised Budget % Variance ^(B)	2019-2020 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 1,723,286	\$ 2,944,573	\$ 2,944,573	\$ 1,221,287	70.87%	\$ -	0.00%	\$ 2,329,419	\$ 615,154	26.41%
November	January	\$ 1,712,280	\$ 2,617,881	\$ 2,617,881	\$ 905,601	52.89%	\$ -	0.00%	\$ 2,188,220	\$ 429,661	19.64%
December	February	\$ 2,124,605	\$ 3,356,939	\$ 3,356,939	\$ 1,232,334	58.00%	\$ -	0.00%	\$ 3,191,714	\$ 165,225	5.18%
January	March	\$ 2,069,351	\$ 2,296,659	\$ 2,296,659	\$ 227,308	10.98%	\$ -	0.00%	\$ 2,268,362	\$ 28,297	1.25%
February	April	\$ 2,022,897	\$ 2,080,957	\$ 2,080,957	\$ 58,060	2.87%	\$ -	0.00%	\$ 2,114,448	\$ (33,491)	-1.58%
March	May	\$ 2,483,676	\$ 3,369,140	\$ 3,369,140	\$ 885,464	35.65%	\$ -	0.00%	\$ 2,503,274	\$ 865,866	34.59%
April	June	\$ 2,492,462	\$ 2,492,462	\$ 2,839,395	\$ 346,933	13.92%	\$ 346,933	13.92%	\$ 2,185,555	\$ 653,840	29.92%
May	July	\$ 2,193,143	\$ 2,193,143	\$ 3,171,719	\$ 978,576	44.62%	\$ 978,576	44.62%	\$ 2,400,743	\$ 770,976	32.11%
June	August	\$ 2,586,198	\$ 2,586,198	\$ 3,583,080	\$ 996,882	38.55%	\$ 996,882	38.55%	\$ 2,819,430	\$ 763,650	27.09%
July	September	\$ 2,183,351	\$ 2,183,351						\$ 2,412,772		
August	October	\$ 2,399,699	\$ 2,399,699						\$ 2,511,707		
September	November	\$ 2,633,176	\$ 2,633,176						\$ 2,910,752		
YTD TOTAL		\$ 16,821,700	\$ 23,937,952	\$ 26,260,344	\$ 6,852,446	40.74%	\$ 2,322,392	9.70%	\$ 22,001,165	\$ 4,259,179	19.36%
FISCAL YEAR TOTAL		\$ 26,624,124	\$ 31,154,178						\$ 29,836,396		

^(A) Formula: YTD Variance Actual to Original Budget/YTD Original Budget

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

August 17, 2021

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:	2019-2020 Year Actual	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2019-2020 Year Actual	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,282,870	\$ 3,348,633	\$ 65,763	2.00%	October	December	\$ 357,488	\$ 341,390	\$ (16,099)	-4.50%
November	January	\$ 2,904,782	\$ 3,755,579	\$ 850,797	29.29%	November	January	\$ 356,224	\$ 354,573	\$ (1,651)	-0.46%
December	February	\$ 4,407,090	\$ 4,903,701	\$ 496,610	11.27%	December	February	\$ 521,121	\$ 503,020	\$ (18,101)	-3.47%
January	March	\$ 3,148,942	\$ 3,072,003	\$ (76,939)	-2.44%	January	March	\$ 338,734	\$ 320,412	\$ (18,322)	-5.41%
February	April	\$ 2,987,194	\$ 2,971,403	\$ (15,791)	-0.53%	February	April	\$ 262,811	\$ 288,219	\$ 25,408	9.67%
March	May	\$ 3,733,423	\$ 4,956,466	\$ 1,223,043	32.76%	March	May	\$ 322,245	\$ 436,049	\$ 113,804	35.32%
April	June	\$ 3,294,690	\$ 3,990,693	\$ 696,004	21.13%	April	June	\$ 267,280	\$ 353,678	\$ 86,398	32.32%
May	July	\$ 3,399,328	\$ 6,076,775	\$ 2,677,447	78.76%	May	July	\$ 311,278	\$ 371,973	\$ 60,695	19.50%
June	August	\$ 4,039,429	\$ 5,447,446	\$ 1,408,016	34.86%	June	August	\$ 394,759	\$ 449,307	\$ 54,548	13.82%
July	September	\$ 3,032,247				July	September	\$ 303,996			
August	October	\$ 3,509,227				August	October	\$ 304,285			
September	November	\$ 4,164,883				September	November	\$ 404,670			
YTD TOTAL		\$ 31,197,748	\$ 38,522,697	\$ 7,324,950	23.48%	YTD TOTAL		\$ 3,131,939	\$ 3,418,620	\$ 286,681	9.15%
FISCAL YEAR TOTAL		\$ 41,904,104				FISCAL YEAR TOTAL		\$ 4,144,890			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2019-2020 Year Actual	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 2,887,178	\$ 3,174,573	\$ 287,396	9.95%
November	January	\$ 2,911,334	\$ 3,050,388	\$ 139,054	4.78%
December	February	\$ 4,230,616	\$ 4,149,443	\$ (81,173)	-1.92%
January	March	\$ 2,902,937	\$ 3,086,526	\$ 183,589	6.32%
February	April	\$ 2,571,667	\$ 2,606,494	\$ 34,827	1.35%
March	May	\$ 3,061,108	\$ 4,277,512	\$ 1,216,404	39.74%
April	June	\$ 2,521,781	\$ 3,557,513	\$ 1,035,731	41.07%
May	July	\$ 2,878,630	\$ 3,442,340	\$ 563,710	19.58%
June	August	\$ 3,555,689	\$ 4,173,943	\$ 618,254	17.39%
July	September	\$ 2,999,523			
August	October	\$ 3,167,204			
September	November	\$ 3,710,560			
YTD TOTAL		\$ 27,520,940	\$ 31,518,732	\$ 3,997,792	14.53%
FISCAL YEAR TOTAL		\$ 37,398,228			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
Prepared By: Denton County Transportation Authority Finance Department
August 17, 2021

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%	\$ 28,435,530	\$ 23,086,648	23.16%	\$ 195,082,774	\$ 174,913,228	11.53%
Corpus Christi MTA	0.50%	\$ 3,418,544	\$ 3,348,797	2.08%	\$ 23,881,194	\$ 22,768,781	4.88%
Dallas MTA	1.00%	\$ 65,521,455	\$ 56,268,664	16.44%	\$ 450,002,672	\$ 411,275,944	9.41%
Denton CTA	0.50%	\$ 3,583,080	\$ 2,819,430	27.08%	\$ 23,315,771	\$ 19,671,746	18.52%
El Paso CTD	0.50%	\$ 5,529,670	\$ 4,382,262	26.18%	\$ 37,329,429	\$ 32,068,250	16.40%
Fort Worth MTA	0.50%	\$ 8,887,834	\$ 7,637,433	16.37%	\$ 59,936,649	\$ 54,238,945	10.50%
Houston MTA	1.00%	\$ 81,047,459	\$ 68,315,830	18.63%	\$ 560,341,043	\$ 512,994,004	9.22%
Laredo CTD	0.25%	\$ 887,135	\$ 722,435	22.79%	\$ 6,325,763	\$ 5,492,800	15.16%
San Antonio ATD	0.25%	\$ 8,297,686	\$ 6,955,411	19.29%	\$ 53,964,320	\$ 47,551,083	13.48%
San Antonio MTA	0.50%	\$ 17,888,638	\$ 15,108,306	18.40%	\$ 118,796,356	\$ 105,672,956	12.41%
TOTALS		\$ 223,497,032	\$ 188,645,216	18.47%	\$ 1,528,975,972	\$ 1,386,647,737	10.26%

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department
 Prepared By: Denton County Transportation Authority Finance Department
 August 17, 2021

Board of Directors Memo

August 26, 2021

SUBJECT: Monthly Mobility-as-a-Service Update

Recommendation

This item is presented for informational purposes only. No action is required.

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, contracted 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.

Previous Board Activity & Action

Task Order #1 Lewisville Lakeway Zone and Denton Evening Zone was issued to Spare Labs, Inc. for Platform-as-a Service (Spare Platform). The task order was approved for award at the June 2020 Board meeting and was issued on 6/30/2020 for a not-to-exceed amount of \$50,000 per year with an initial term of two years and one two-year option to extend (total of 4 years). \$36,616 has been paid through July 2021 for this task order. This service will be absorbed into the GoZone services on September 7, 2021.

Task Order #2 On-Demand Services in Member Cities and Contracted Cities was discussed at the June 2020 Board meeting and was presented at the September 2020 Board meeting to authorize negotiations with two firms. In January 2021, the Board approved and authorized staff to enter into a Task Order with River North (Via) to move forward with the recommendations and implementation of an On-Demand Service plan. Staff and Via have executed the task order. No expenses have been incurred as of July 2021 for this task order.



Task Order #3 On-Demand Services for the McKinney Urban Transit District (MUTD) was requested by the City of McKinney. The City of McKinney has asked DCTA and DART, as a joint partnership, to provide on-demand services for the MUTD member cities.

DCTA received responses from three (3) qualified vendors to provide services effective January 1, 2022. This on-demand program will replace the taxi program currently operating in the MUTD service area. DART will be entering into an agreement with the selected firm to provide services to MUTD. Services currently provided by DCTA to MUTD will end on December 31, 2021.

Identified Need

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


Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this item.

Exhibits

N/A

Submitted By: 
Athena Forrester, AVP of Regulatory Compliance

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

Board of Directors Memo

August 26, 2021

SUBJECT: Budget Information

Recommendation

This item is presented for informational purposes only. No action is required. The Financial Management Policies authorize the CEO to approve budget transfers between expense categories and departments, not to exceed 5% of the total annual operating budget.

Background

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

BUDGET TRANSFER / REVISION REQUEST						
TRANSACTION TYPE:		Transfer	<input checked="" type="checkbox"/>	Number: 2021-06		
		Revision	<input type="checkbox"/>			
				Current Budget Amount	Budget Revision Amount	Adjusted Budget Amount
TRANSFERS WITHIN EXISTING BUDGET						
<i>General & Administrative:</i>		140.50302	Advertising	\$ 65,850	\$ 45,000	\$ 110,850
		140.50309	Professional Services	196,800	52,698	249,498
		130.50309	Professional Services	600,000	(251,298)	348,702
<i>Bus Operations:</i>		511.50410	Fuel	283,023	(45,000)	238,023
		590.50317	Passenger Amenities Maintenance	50,000	(45,000)	5,000
		590.50316	Third Party Maintenance	107,310	(25,000)	82,310
		590.50455	Parts	490,800	55,000	545,800
		590.50456	Fluids	32,800	15,000	47,800
		570.50309	Professional Services	33,000	30,000	63,000
		570.50318	Facilities Maintenance	60,420	(40,000)	20,420
		570.50440	Computer & Software Supplies	700	10,000	10,700
		500.50309	Professional Services	289,440	75,000	364,440
		500.50318	Facilities Maintenance	292,274	(75,000)	217,274
		531.50310	General Services	-	123,132	123,132
		532.50310	General Services	-	7,944	7,944
		533.50310	General Services	-	67,524	67,524
				Net Budget Impact \$ -		

Previous Board Activity & Action

The FY21 budget was originally adopted on September 24, 2020. This is the sixth budget transfer/revision related to the FY21 budget.

Identified Need

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

Financial Impact

Budget Transfer 2021-06 has a net budget impact of zero. Identified necessary expense increases have been offset by realized savings in other areas as noted below.

G&A:

Transfer of \$251k in identified budget savings to cover additional GoZone expenses. The FY22 portion of GoZone communications efforts is addressed in the proposed FY22 Expanded Level Project included in the proposed FY22 budget.

Bus Operations:

Transfer of identified budget savings in bus operations to cover anticipated spend for the Parts, Fluids, Professional Services, and DDTC Facilities Maintenance bus budget.

GoZone Expenses:

Board approved six weeks of brand ambassador coverage to assist with the transition from fixed route to GoZone. The FY21 amount of \$52,698 is based on 420 service hours per week with a 10% contingency. The Board also approved the upfront hard costs associated with Phase I Base Service & Phase I Add-Ons totaling \$280k. This budget transfer includes \$198,600 of that total amount for retrofitting of 30 vehicles with branded wraps and bike racks. The remaining funds were transferred in August so will be reflected in the Budget Information Memo brought to the Board in September. All identified GoZone expenses have been covered with identified budget savings.

Exhibits

Exhibit 3: Year-to-Date FY21 Budget Revisions

Submitted By: _____



Amanda Riddle, Senior Manager of Budget

Final Review: _____



Marisa Perry, CPA
Chief Financial Officer/VP of Finance

YEAR-TO-DATE FY21 BUDGET REVISIONS

DCTA 2021-01 (Presented to DCTA Board January 28, 2021)

Budget Transfer - No Approval Necessary; Completed

			Adopted Budget	Revision	Revised Budget
G&A:	100.50309	Professional Services	\$ 298,000	\$ (24,860)	\$ 273,140
	120.50309	Professional Services	206,560	24,860	231,420
	100.50309	Professional Services	273,140	(38,000)	235,140
	180.50440	Computer Materials & Supplies	29,300	38,000	67,300
Bus:	500.50318	Facilities Maintenance	328,891	(36,617)	292,274
	531.50313	Computer & Software Maintenance	41,915	7,236	49,151
	533.50313	Computer & Software Maintenance	28,376	29,381	57,757
<i>Net Budget Impact</i>			\$	-	

DCTA 2021-02 (Presented to DCTA Board January 28, 2021)

Approved by DCTA Board in January; Completed

			Working Budget	Revision	Revised Budget
<u>OPERATING REVENUE:</u>					
	Contract Service Revenue	\$	3,458,402	\$ 175,358	\$ 3,633,760
<u>OPERATING EXPENSES:</u>					
	Salary, Wages & Benefits		4,193,211	70,450	4,263,661
	Outsourced Services & Charges		3,917,959	1,016,833	4,934,792
	Materials & Supplies		2,955,735	(2,216)	2,953,519
	Utilities		506,668	2,142	508,810
	Insurance, Casualties & Losses		1,681,336	4,376	1,685,712
	Purchased Transportation Services		10,732,539	471,118	11,203,657
	Employee Development		241,304	300	241,604
<u>NON-OPERATING REVENUES:</u>					
	Misc. Revenues		-	200,000	200,000
	Long Term Debt Interest/Expense		(841,080)	228,750	(612,330)
<u>CAPITAL PROJECTS:</u>					
	TRiP Program (10702)		5,914,152	(5,814,152)	100,000
	TRiP Program Denton (10702.1)		-	2,605,707	2,605,707
	TRiP Program Highland Village (10702.2)		-	288,794	288,794
	TRiP Program Lewisville (10702.3)		-	2,919,651	2,919,651
	Transfers Out		8,027,839	186,464	8,214,303
<i>Net Budget Impact</i>			\$	1,145,359	

NTMC 2021-001 (Presented to NTMC Board March 24, 2021)

Approved by NTMC Board in March; Completed

			Working Budget	Revision	Revised Budget
<u>OPERATING EXPENSES:</u>					
	Salary, Wages & Benefits	\$	7,451,314	\$ 185,240	\$ 7,636,554
	Outsourced Services & Charges		399,919	300	400,219
	Insurance, Casualties & Losses		118,878	924	119,802
	Transfers In		8,027,839	186,464	8,214,303
<i>Net Budget Impact</i>			\$	-	

DCTA 2021-03 (Presented to DCTA Board April 22, 2021)

Budget Transfer - No Approval Necessary; Completed

			Adopted Budget	Revision	Revised Budget
G&A:	140.50309	Professional Services	\$ 101,800	\$ 95,000	\$ 196,800
Bus:	200.50410	Fuel - UNT	342,308	(75,000)	267,308
	511.50410	Fuel - Fixed Route Denton	303,023	(20,000)	283,023
<i>Net Budget Impact</i>			\$ -		

DCTA 2021-04 (Presented to DCTA Board June 24, 2021)

Approved by DCTA Board in June; Completed

			Working Budget	Revision	Revised Budget
<u>NON-OPERATING REVENUES:</u>					
		Sales Tax Revenue	\$ 26,624,124	\$ 4,530,054	\$ 31,154,178
		Federal Grants & Reimbursements	22,601,232	(1,901,845)	20,699,387
<u>CAPITAL PROJECTS:</u>					
		PTC Implementation	887,931	(678,276)	209,655
		PTC Enhancements	3,000,000	(3,000,000)	-
		Fleet 2020	-	1,062,600	1,062,600
		Fleet 2021	1,870,100	(1,869,225)	875
		Integrated Fare Payment	300,000	(300,000)	-
		Major Maintenance - Bus	-	15,530	15,530
		Trail Safety Improvements	-	10,650	10,650
		Brownfield Remediation	43,752	(17,157)	26,595
		Infrastructure Acquisition	-	11,745	11,745
		TRiP Program	100,000	-	100,000
		TRiP Program Denton	2,605,707	819,239	3,424,946
		TRiP Program Highland Village	288,794	90,797	379,591
		TRiP Program Lewisville	2,919,651	917,946	3,837,597
<i>Net Budget Impact</i>			\$ 5,564,360		

DCTA 2021-05 (Presented to DCTA Board July 22, 2021)

Budget Transfer - No Approval Necessary; Completed

			Adopted Budget	Revision	Revised Budget
G&A:	180.50313	Computer & Software Maintenance	\$ 179,808	\$ (20,000)	\$ 159,808
	100.50309	Professional Services	235,140	(20,000)	215,140
	180.50440	Computer & Software Supplies	67,300	40,000	107,300
<i>Net Budget Impact</i>			\$ -		

DCTA 2021-06 (Presented to DCTA Board August 26, 2021)

Budget Transfer - No Approval Necessary; Completed

			Adopted		Revised
			Budget	Revision	Budget
G&A:	140.50302	Advertising	\$ 65,850	\$ 45,000	\$ 110,850
	140.50309	Professional Services	196,800	52,698	249,498
	130.50309	Professional Services	600,000	(251,298)	348,702
Bus:	511.50410	Fuel	283,023	(45,000)	238,023
	590.50317	Passenger Amenities Maintenance	50,000	(45,000)	5,000
	590.50316	Third Party Maintenance	107,310	(25,000)	82,310
	590.50455	Parts	490,800	55,000	545,800
	590.50456	Fluids	32,800	15,000	47,800
	570.50309	Professional Services	33,000	30,000	63,000
	570.50318	Facilities Maintenance	60,420	(40,000)	20,420
	570.50440	Computer & Software Supplies	700	10,000	10,700
	500.50309	Professional Services	289,440	75,000	364,440
	500.50318	Facilities Maintenance	292,274	(75,000)	217,274
	531.50310	General Services	-	123,132	123,132
	532.50310	General Services	-	7,944	7,944
	533.50310	General Services	-	67,524	67,524
			Net Budget Impact	\$ -	

Board of Directors Memo

August 26, 2021

SUBJECT: Ridership Trend and Rail Trail Utilization Report

Ridership Trends

Beginning in March 2020, DCTA staff began a series of special COVID-related ridership tabulations to gain a better understanding of the ridership impacts associated with the pandemic and ensuing service changes. Exhibits 1-4 provide an overview of total monthly ridership trends across all DCTA services--comparing FY19 against FY20 and FY21 and their COVID associated impacts.

The summary table below reveals that July 2021 month-over-month bus trips were unchanged from June levels. July A-train boardings increased by approximately 8 percent over the same period. Also notable is that July a-Train service had the highest ridership reported to date in 2021.

2020					2021			
Mode	September	October	November	December	May	June	July	June-July % Change
Bus	54,773	54,725	42,194	18,149	23,051	28,303	28,304	0.0%
A-train	8,206	9,018	7,819	7,564	8,750	9,568	10,374	7.8%
Access	1,229	1,214	1,041	1,166	1,398	1,435	1,403	-2.3%
On-Demand	663	707	640	584	725	749	741	-1.1%

S:\STRATEGIC PLANNING\ServicePlaningSupport\Trend Analysis\Item2Materials4Aug26\Worksheets\[FY19_FY20_FY21_Compare_082621.xlsx]Lines

Ridership recovery from the COVID-19 pandemic is continuing with July 2021 bus ridership at about 66 percent above reported July 2020 levels and A-train boardings at about 52 percent above June 2020 levels.

Unlinked Passenger Trips

	July 2020	July 2021	% Change
Bus	17,056	28,304	66%
Rail	6,846	10,374	52%
Access	1,134	1,403	24%
On-Demand	789	741	-6%
ALL MODES	25,825	40,822	58%

Average monthly A-train passenger trips during the March 2020 - April 2021 COVID-impacted months remain about 74 percent less than prior pre-COVID monthly averages. Exhibit 5 shows A-train ridership trends before and during the COVID-19 pandemic.

	Average Monthly Boardings	% Change
Average Monthly A-train Ridership Pre-COVID (March '19-December '19)	32,340	
Average Monthly A-train Ridership (March '20-July '21)	8,573	-73.5%

S:\STRATEGIC PLANNING\ServicePlaningSupport\Trend Analysis\Item2Materials4Aug26\Worksheets\[A-trainCOVIDTrend_082621.xlsx]Sheet1

Exhibits 1-4 graphically depict monthly ridership levels across all DCTA modes since FY 2019. Exhibit 5 shows a rolling comparison of A-train ridership levels before and during the COVID-19 era.

Rail Trail Utilization Report

Attached as Exhibit 6 is July's Rail Trail Utilization Report. This report is generated by the agency's recently deployed network of four permanent bicycle-pedestrian counters spaced along the A-train Rail Trail. Over time, bicycle/pedestrian volumes and trends will be used to identify areas for future investment in facilities which support active transportation connections to the larger DCTA smart mobility ecosystem.

Exhibits

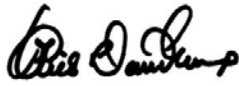
- Exhibit 1: FY19, FY20, & FY21 Total Monthly Ridership – Rail
- Exhibit 2: FY19, FY20, & FY21 Total Monthly Ridership – Bus
- Exhibit 3: FY19, FY20, & FY21 Total Monthly Ridership – Access
- Exhibit 4: FY19, FY20, & FY21 Total Monthly Ridership – On-Demand
- Exhibit 5: A-train Ridership Before and During COVID-19 Comparison
- Exhibit 6: July 2021 Rail Trail Utilization Report

A handwritten signature in black ink, appearing to read "Tim", written over a horizontal line.

Submitted By: _____
Tim Palermo, Planning & Data Analytics Manager

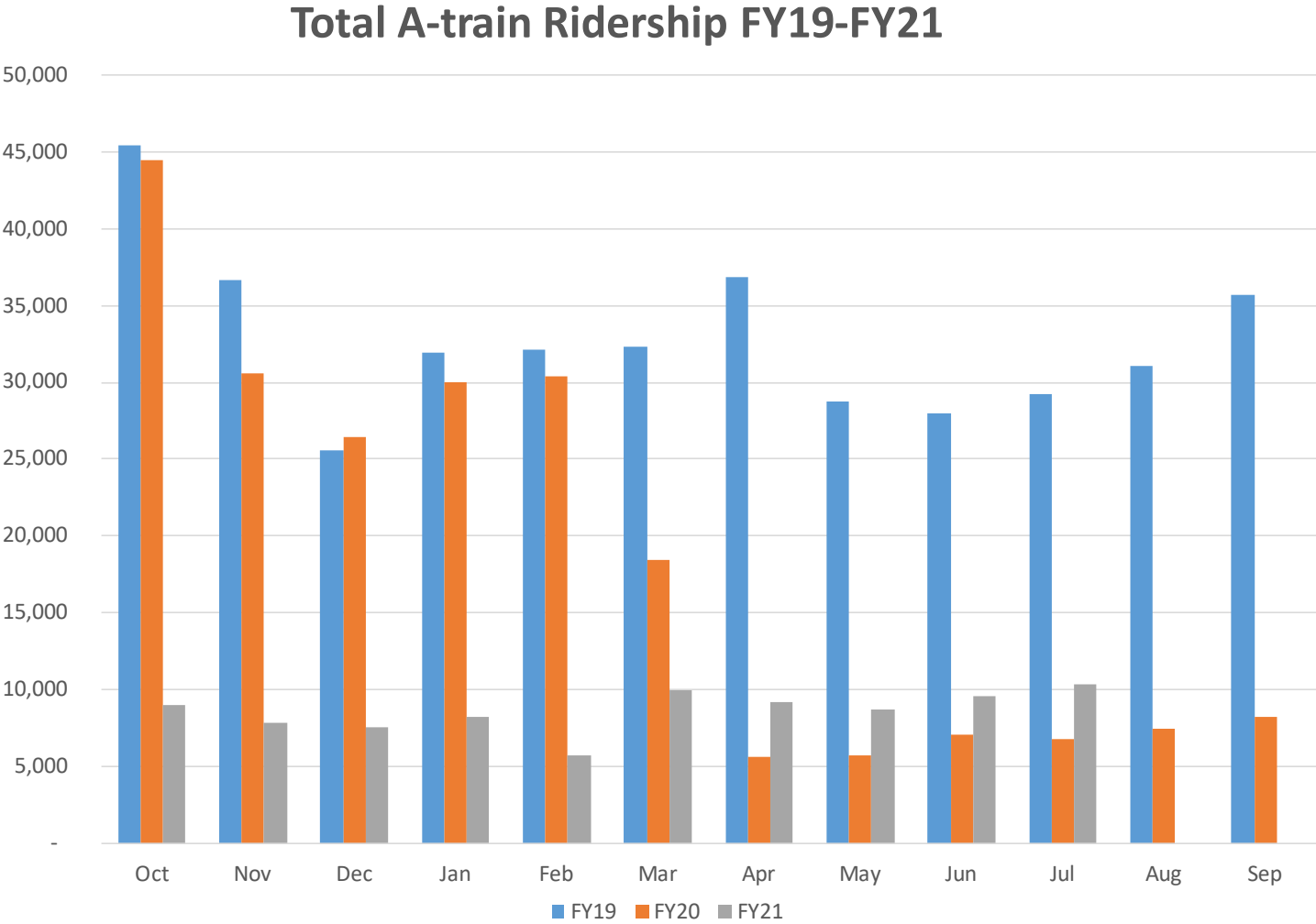
A handwritten signature in blue ink, appearing to read "Troy", written over a horizontal line.

Final Review: _____
Troy Raley, Senior Director - Mobility Services

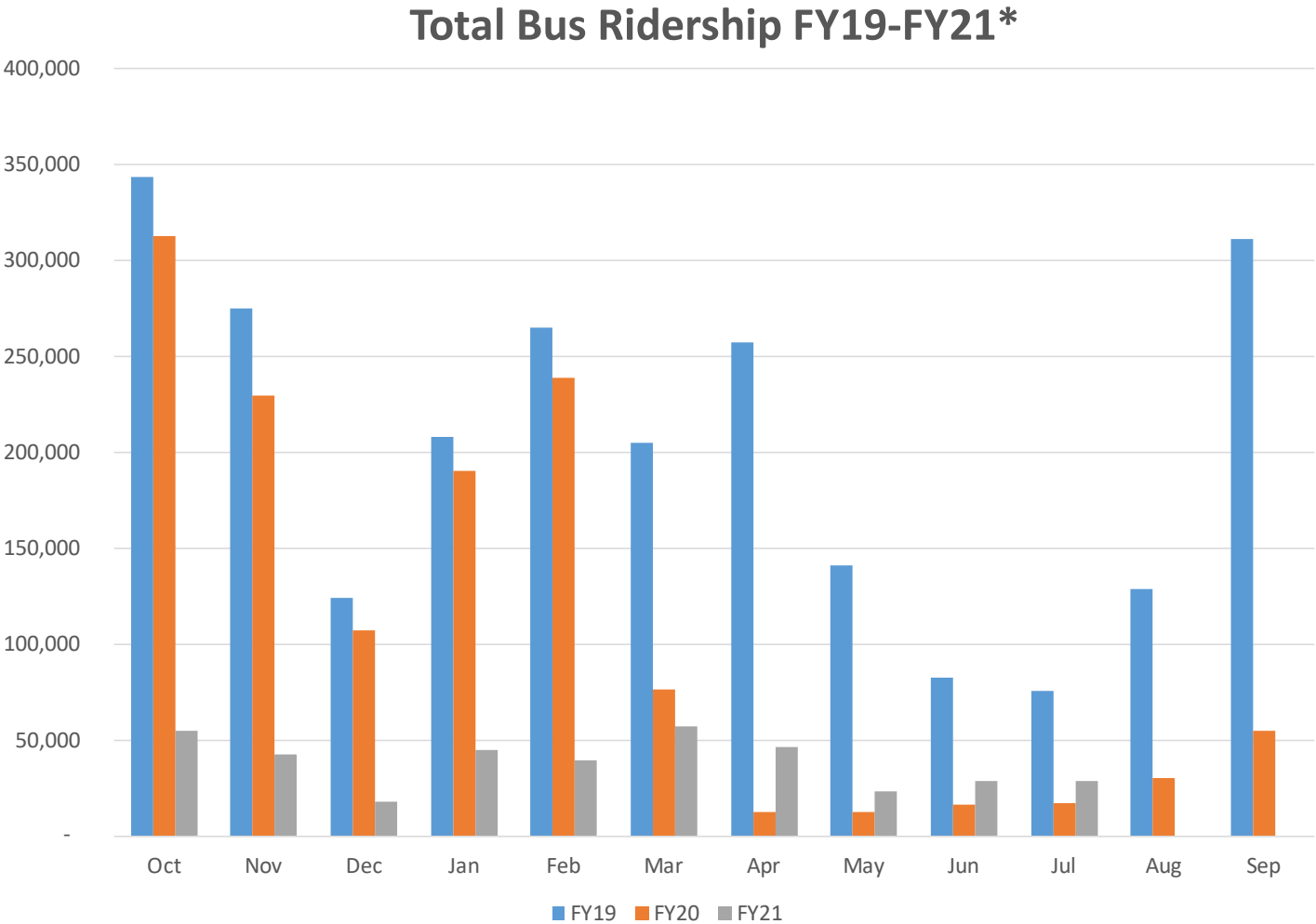
A handwritten signature in black ink, appearing to read "Rony Philip", written over a horizontal line.

Final Review: _____
Rony Philip Sr. Director – Rail Operations

FY19-FY21 Total Monthly Ridership – A-train

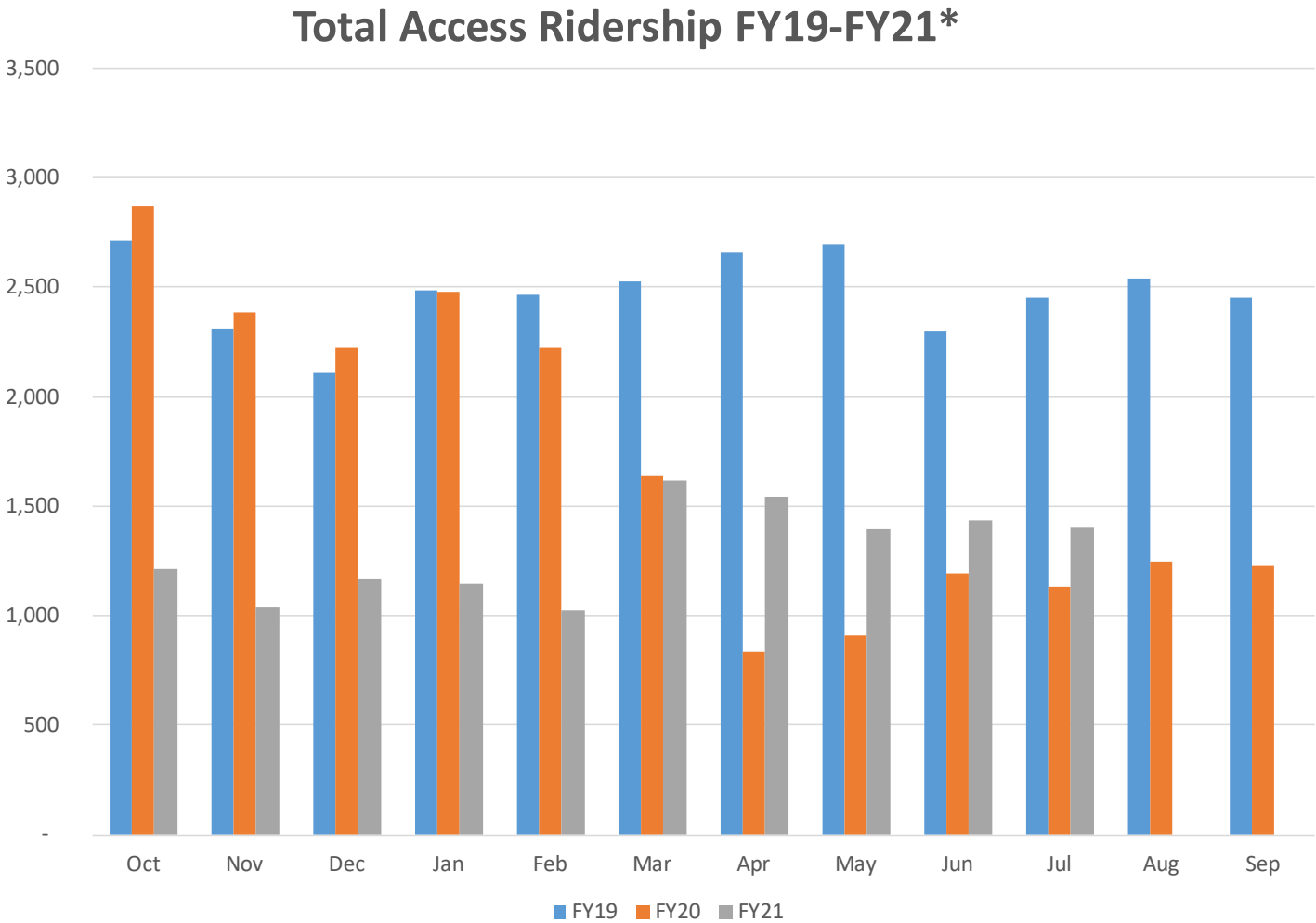


FY19-FY21 Total Monthly Ridership – Bus



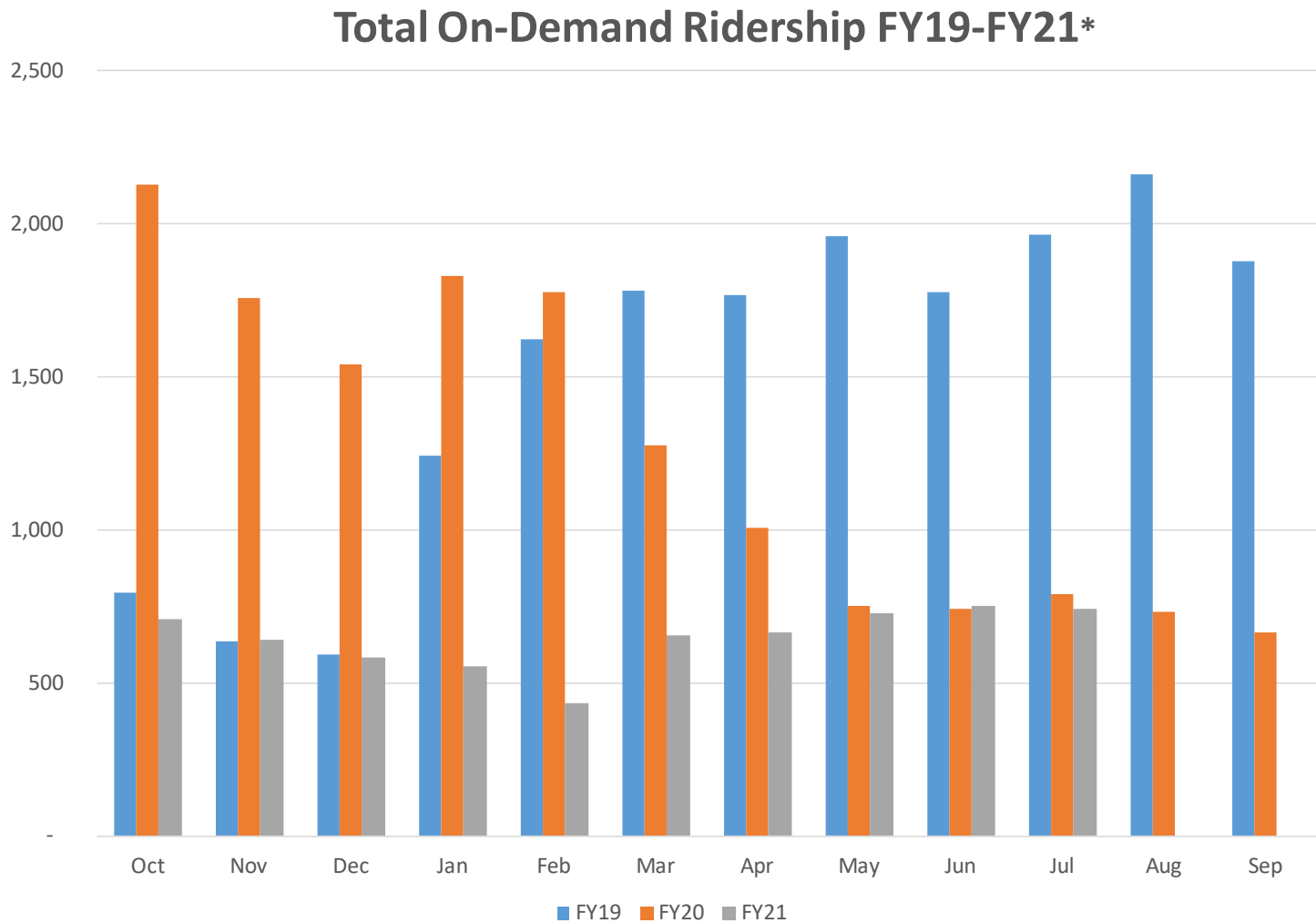
*UNT, NCTC, Denton, Lewisville, and Highland Village Connect Service

FY19-FY21 Total Monthly Ridership – Access



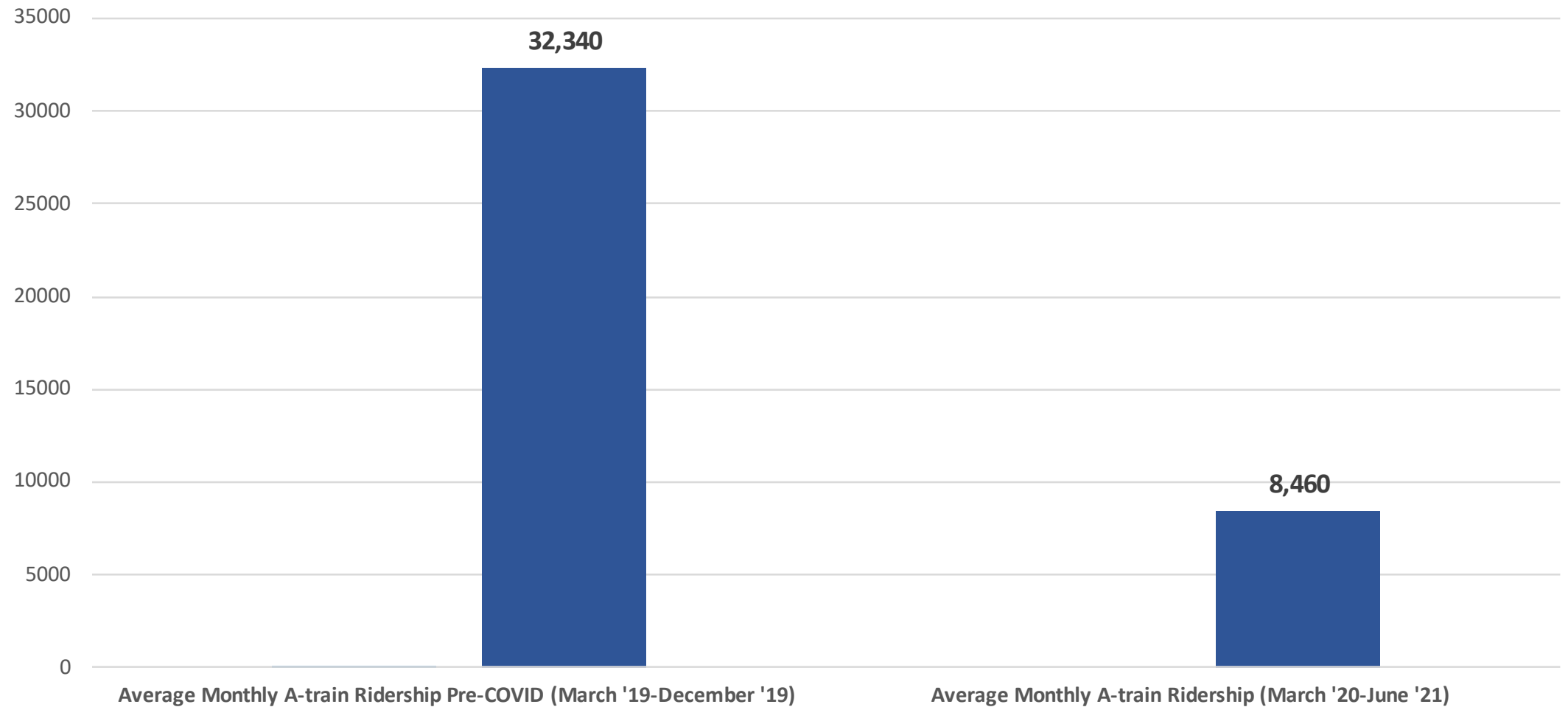
*ADA & Non-ADA Service in Denton, Lewisville & Highland Village

FY19-FY21 Total Monthly Ridership – On-Demand

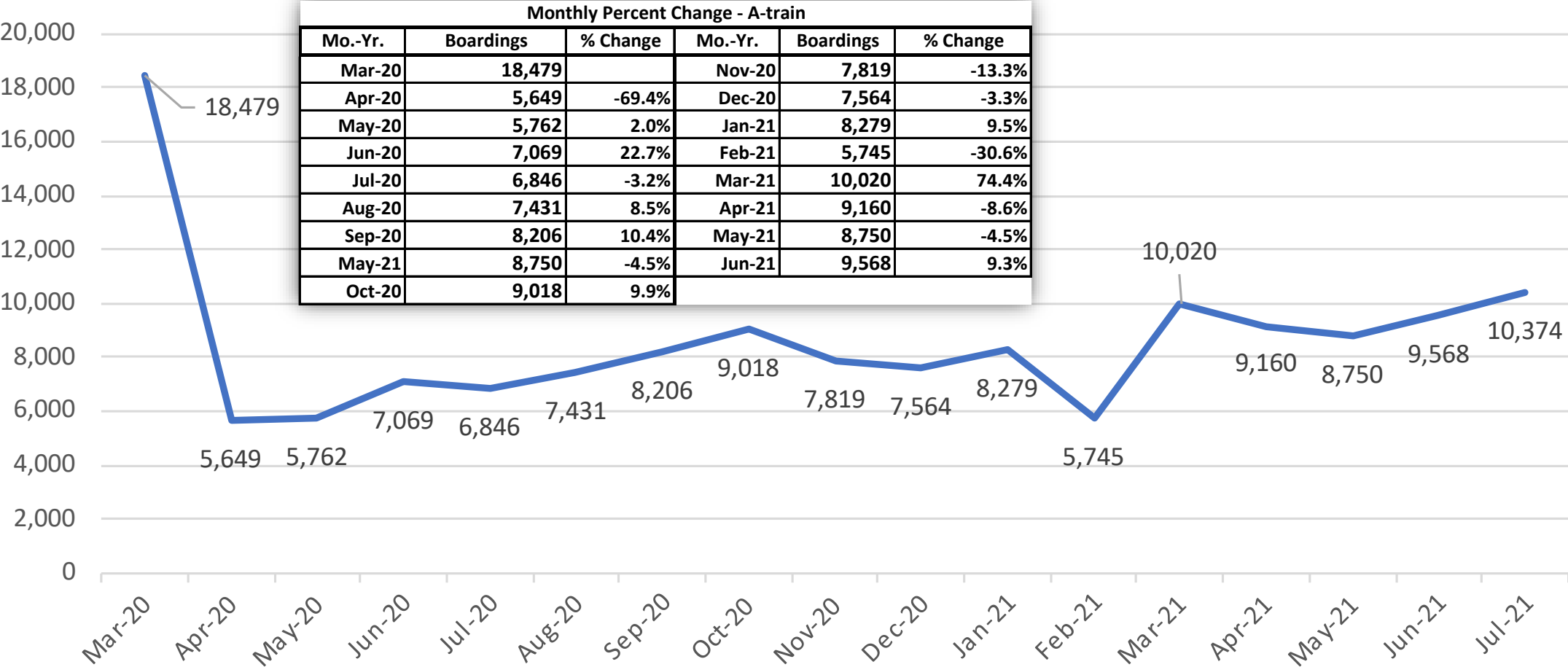


*Frisco, Collin County Transit and Zoned Service In Denton & Highland Village

Pre-COVID Average Monthly A-train Ridership and Current Average



Monthly A-train Ridership Trend: March 2020 - June 2021



July 2021 Rail Trail Utilization Report

Tim Palermo

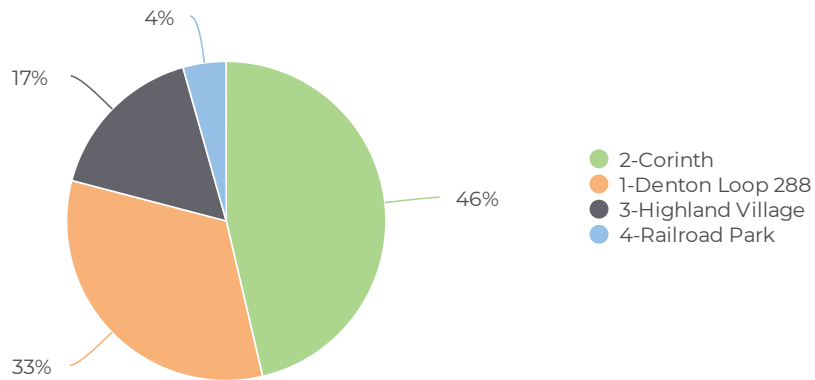


Key Figures

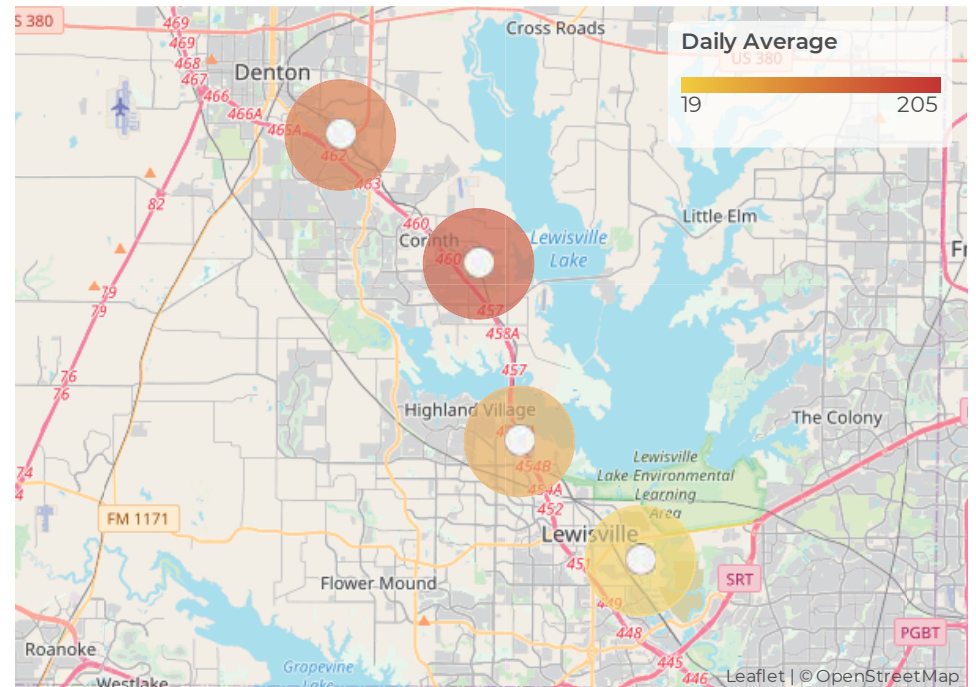
July 1, 2021 → July 31, 2021

Total	Peak Day
13,714	734
Saturday Jul 3, 2021	

Distribution



Key Figures Map



Compared to 07/02/2020 → 08/01/2020

Key Figures

July 1, 2021 → July 31, 2021

Key Figures Summary ↗

Site	Average		Peak Count		Peak Period	
2-Corinth	205		343		Sat Jul 10, 2021	
1-Denton Loop 288	145		245		Sat Jul 3, 2021	
3-Highland Village	73		132		Sat Jul 10, 2021	
4-Railroad Park	19		47		Tue Jul 27, 2021	

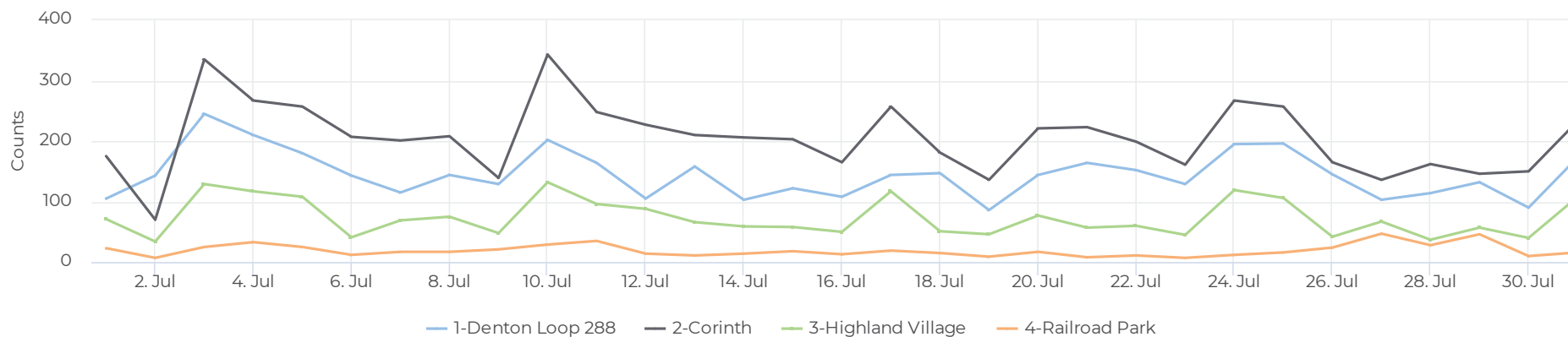
📈 Compared to 07/02/2020 → 08/01/2020

Key Figures

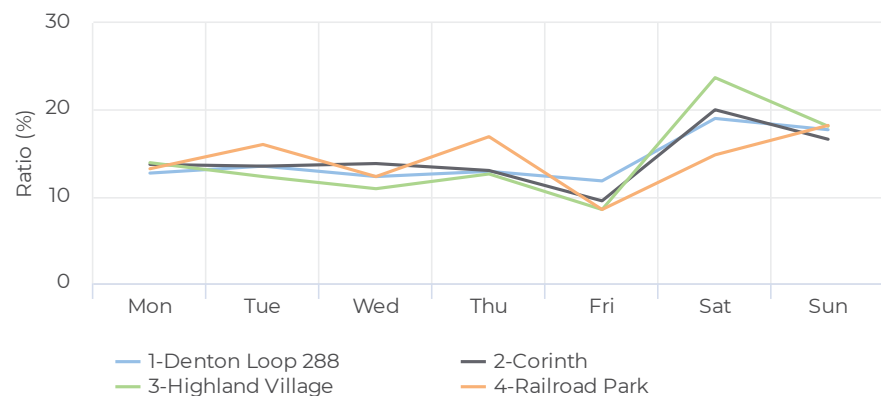
July 1, 2021 → July 31, 2021

Time Series

07/01/2021 → 07/31/2021

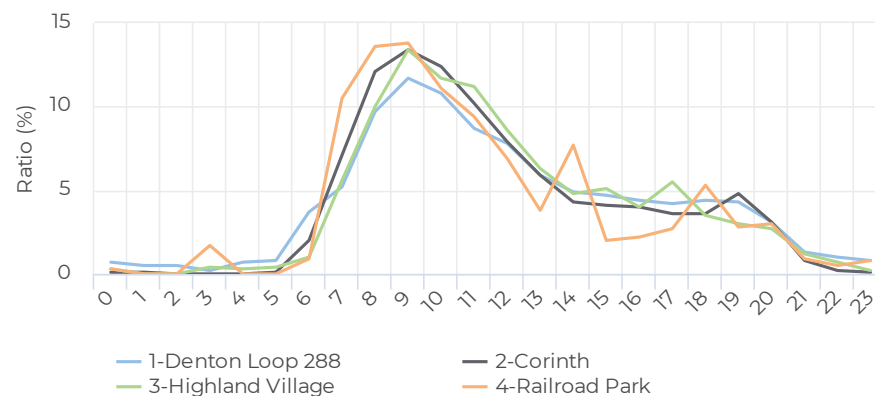


Daily Profile



Hourly Profile - Weekend

01/01/2021 → 08/03/2021

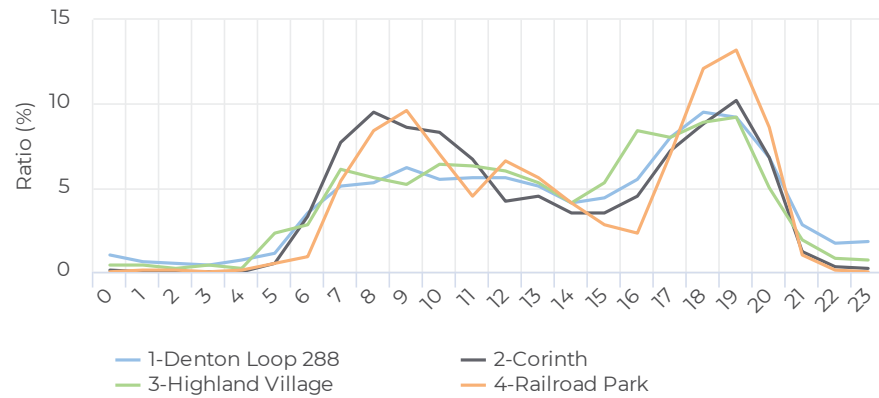


Key Figures

July 1, 2021 → July 31, 2021

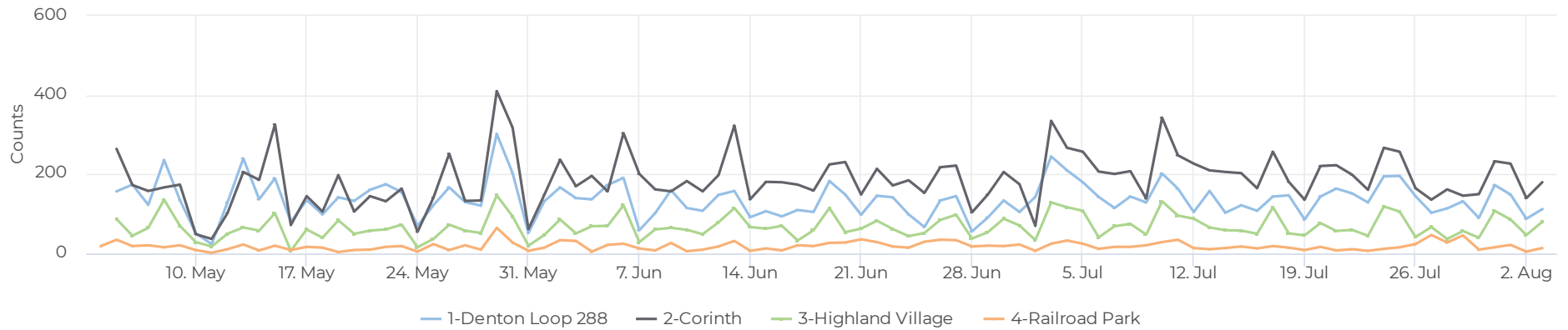
Hourly Profile - Weekdays

01/01/2021 → 08/03/2021



Trend to Date

Whole Period



Board of Directors Memo

August 26, 2021

SUBJECT: Update on the Proposed Amendment to the DART/DCTA Shared Services Agreement as it Relates to Parking at Various Stations

Recommendation

No Board action required at this time. This is for informational purposes.

Background

DCTA and DART entered into a shared services agreement in 2015 to allow access at the Trinity Mills station for rail service and special event bus services.

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

An amendment to the existing agreement is required to allow access for On-Demand services into the DART stations at Trinity Mills, North Carrollton-Frankford Station, and downtown Carrollton Station. DCTA and DART are working together to modify the agreement and will present the information at the September meeting for approval. DART will be presenting the agreement to their board in September for approval.

Financial Impact

There is no financial impact.

Exhibits

Exhibit 1: Shared Services Agreement DART DCTA July 2021



Submitted By: _____

Javier Trilla, AVP of Innovation & Information Technology

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RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

RESOLUTION

**Approval of Shared Services Interlocal Agreement between DART and Denton County
Transportation Authority (DCTA)**

WHEREAS, the Denton County Transportation Authority (DCTA) operates and maintains a passenger rail system known as the A-train between DART's Trinity Mills Station and downtown Denton; and

WHEREAS, on September 8, 2009 (Resolution No. 090118), the Board adopted negotiation objectives for agreements between DART and DCTA for the use and operation of the DART Corridor and DART rail vehicles; and

WHEREAS, on February 9, 2010 (Resolution No. 100010), the Board approved a Transportation Access Agreement and Easement with DCTA for its use of the DART Corridor to operate the A-train service on the DART-owned rail corridor in Denton County; and

WHEREAS, on December 11, 2012 (Resolution No. 120166), the DART Board approved an Equipment Lease and Operations and Maintenance Agreement with DCTA for DCTA's A-train service; and

WHEREAS, on September 22, 2015 (Resolution No. 150103), the DART Board approved a Shared Services Agreement with DCTA for sharing of services in support of regional passenger rail; and

WHEREAS, on September 27, 2016 (Resolution No. 160095), the Board extended the Interlocal Agreement for Shared Services with DCTA until December 31, 2016; and

WHEREAS, on December 13, 2016 (Resolution No. 160130), the Board approved the Interlocal Agreement for Shared Services with DCTA for sharing of services in support of regional passenger rail through September 30, 2017; and

WHEREAS, on October 3, 2017 (Resolution No. 170109), the Board extended the Interlocal Agreement for Shared Services with DCTA until October 31, 2017; and

WHEREAS, on October 24, 2017 (Resolution No. 170121), the Board extended the Interlocal Agreement for Shared Services with DCTA until December 31, 2017; and

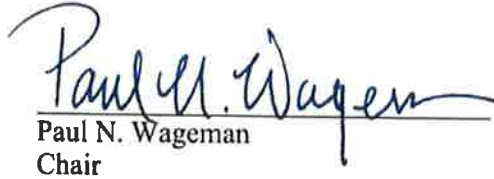
WHEREAS, on December 12, 2017 (Resolution No. 170146), the Board approved an Interlocal Agreement for Shared Services with DCTA for the sharing of services in support of regional passenger rail; and

WHEREAS, DART will not incur any unreimbursed expenses as a result of this agreement; and

WHEREAS, DCTA will compensate DART according to the terms set forth in the agreement.

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NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to execute an Interlocal Agreement for Shared Services with Denton County Transportation Authority (DCTA), substantially in the form shown in Exhibit 1 to the Resolution and subject to legal review, for the sharing of services in support of regional passenger rail.


Jonathan R. Kelly
Secretary
Paul N. Wageman
Chair

APPROVED AS TO FORM:


Gene Gamez
General Counsel

ATTEST


David Leininger
Interim President & Chief Executive OfficerFebruary 9, 2021
Date

210015**SHARED SERVICES INTERLOCAL AGREEMENT**

THIS SHARED SERVICES INTERLOCAL AGREEMENT (this "Agreement") made as of the May 1, 2020, by and among Dallas Area Rapid Transit, a regional transportation authority established pursuant to Chapter 452 of the Texas Transportation Code, with offices located at 1401 Pacific Avenue, Dallas, Texas 75202 (hereinafter called "DART"), Denton County Transportation Authority, a coordinated county transportation authority established pursuant to Chapter 460 of the Texas Transportation Code, with offices at ~~1660 S. Stemmons, Suite 250, Lewisville, Texas, 75067~~ ("DCTA") (DART and DCTA are also referred to herein individually as a "Party" and collectively as the "Parties"). *1955 Lakeway Drive, Suite 260, Lewisville, TX 75057*

RECITALS

WHEREAS, it is mutually beneficial to the residents of the respective service areas of the parties hereto for the parties to cooperate in providing passenger rail service connecting the Cities of Dallas and Denton, Texas in order to relieve traffic congestion, provide transportation opportunities and to aid in attaining federal air quality standards; and

WHEREAS, DCTA operates passenger rail service ("DCTA Rail Service") on certain rail corridor owned by DART and further described below ("the DCTA Corridor") pursuant to a Transportation Access Agreement and Easement executed between the Parties dated May 25, 2010, setting forth the terms and conditions of DCTA's use of the DCTA Corridor; and

WHEREAS the Parties desire to enter into this agreement ("Agreement") for the purposes of providing terms upon which DART will service ticket vending machines ("TVMs") located at stations used by DCTA; establishing a fare structure among the parties hereto; memorializing conditions under which DCTA bus service will interface at DART's Trinity Mills Station for special events; providing terms upon which DART will maintain the Trinity Mills Station; and such other areas of cooperation as may be mutually beneficial to the Parties.

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties agree as follows:

Section 1. DEFINITIONS.

The following words and phrases shall, unless the context otherwise requires, have the following meanings as used in this Agreement:

"Agreement" means this Shared Services Interlocal Agreement and the Exhibits attached hereto;

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“Agreement Commencement Date” means the later of: May 1, 2020 or such date this Agreement is last signed by a Party;

“Agreement Termination Date” means the expiration of the Term or termination of this Agreement, whichever occurs first;

“DCTA Corridor” means the rail passenger corridor owned by DART between MP 721.53 in downtown Denton, Texas, and MP 742.80 located south of the DART Trinity Mills Station (Ismaili Center Circle) as generally depicted in Exhibit “A” attached hereto and incorporated herein for all purposes;

“Contractor” means the contractor operating and maintaining the DCTA Corridor under contract to DCTA or DART;

“Term” means the period of time defined in Section 2;

“High Volume Provider” means a non-service area provider (for DART) or a combination of non-service area providers (for DART) delivering more than 30 passengers per hour to a DART facility.

“Peak Period” means between 6:00 am and 9:00 am for trips departing from the end of the line stations, and trips departing downtown Dallas in the direction of the end of the line stations between 3:30 pm and 6:30 pm.

“Access Fee” means a fee that is paid to DART by non-service area providers to offset the additional costs incurred by DART to allow for and implement the connection by non-service areas providers to the DART system.

“Impact Fee” means a fee that is paid to DART by non-service area providers to offset the additional costs incurred by DART to provide additional equipment capacity when the volume of the provider’s ridership has an effect on the amount and type of equipment provided by DART for use in the DART system.

Section 2. TERM OF AGREEMENT.

Initial Term. The Initial Term of this Agreement shall begin May 1, 2020, and shall expire on April 30, 2021.

Renewal Term. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one-year (each a “Renewal Term”) without further action of the Parties hereto, unless terminated as provided herein.

Termination. At any time following the expiration of the Initial Term, and any time during any Renewal Term, DART may terminate this Agreement by giving DCTA at least ninety (90)

days prior written notice of the intent to terminate, other than with regard to Sections 11, and 13.1(a) hereof, which will be governed as set forth in those Sections. DCTA may terminate this Agreement by giving DART at least ninety (90) days prior written notice of the intent to terminate, other than with regard to Section 11, which shall be governed as set forth therein.

Section 4. COSTS SHARING BETWEEN DCTA AND DART

During the Term, operating cost efficiencies may accrue to the benefit of DART and DCTA by sharing costs with respect to certain operations and/or purchases (e.g., insurance and other sharable costs). The methodology and agreement with respect to the allocation of such shared costs is set forth herein and may be as further agreed to in a joint writing by the President/Executive Director of the impacted parties, without necessity of governing board approval of such written agreement(s).

Section 5. FISCAL MATTERS

5.1 **Annual Budget Coordination.** Operating and capital budgets of the Parties are prepared on an annual basis with the fiscal year beginning on October 1st of each year. The Parties shall coordinate on those elements of their respective budgets that impact the other Party and agree on the appropriate operating and capital costs that shall be included in the Parties' budgets in support of the DCTA Rail Service.

5.2 **Billing for Services.** DART shall prepare and deliver a monthly invoice to DCTA which addresses all amounts owed by DCTA to DART for the period(s) described in the invoice. Unless otherwise agreed in writing by the Parties, DART's invoice will be submitted to DCTA within fifteen (15) days after the end of the calendar month. DCTA shall pay to DART the amounts set forth in the invoice within thirty (30) days after receipt of the invoice. The invoice shall adequately document all applicable credits to either Party. The Parties may from time to time agree that for purposes of administrative convenience the categories of services provided by DART pursuant to this Agreement may be split into two or more invoices submitted by DART at different times of the month, provided that DCTA shall in no case be required to pay DART less than thirty (30) days after the receipt of any such invoice.

5.3 **Right to Audit.** Each Party, at its own expense, shall have the right to audit the books and records of the other Party regarding any costs incurred under this Agreement, after giving reasonable written advance notice of such intent.

Section 6. PAYMENT OBLIGATIONS.

6.1 **TVM Servicing.** DCTA agrees to pay DART a TVM maintenance and servicing fee for TVMs at stations on the DCTA Corridor. This fee shall be determined in accordance with the provisions of Exhibit C attached hereto and incorporated herein for all purposes.

6.2 **Platform Maintenance.** DCTA agrees to pay DART a fee representing a share of

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the platform maintenance costs for the Trinity Mills Station in accordance with Section 9.1 below.

6.3 **Access Fees.** DART and DCTA recognize that the number of DCTA passengers has an effect on the DART system. DCTA agrees to compensate DART for this effect by paying an "Access Fee" as set forth in below in this section.

(a) **Calculation of Net Peak Ridership Differential (NPRD).**

DART shall include a fixed amount in its monthly bill to DCTA each month during the Term based on the prior year's Net Peak Ridership Differential (NPRD") calculated as set forth below. At the beginning of each year, the Parties will review all DCTA boardings and alightings at Trinity Mills station including all trains between 5:50 AM and 9:10 AM on all weekdays.

The total annual boardings will be subtracted from the total annual alightings and then multiplied by two (to account for PM peak trips) to determine the provisional NPRD to be used for the current year's billings. The provisional NPRD will then be multiplied by \$2 to determine the annual amount owed by DCTA to DART. This amount will be divided by 12 and billed to DCTA as part of the regular monthly invoice for TVM maintenance and other shared services.

(b) **Calculation for 2020.** For Fiscal 2019, the NPRD is 51,816 passengers. Therefore, the amount to be paid to DART during 2020 is \$103,632. Dividing this total amount by 12 yields a monthly billing amount of \$8,636.00. Because the recent agreement between the parties for this fee covered the period from service start through December 31, 2019, the monthly amount of \$8,636.00 will be assessed beginning in January 2020 and will run through September 2020.

(c) **Annual Reconciliation.** After the conclusion of each fiscal year, the actual NPRD for the prior year will be calculated as the NPRD for the new fiscal year. Additionally, a true-up is required by comparing the actual amount that would have been due for the preceding year, compared to the actual amount paid. If the actual NPRD differential is greater than the amount paid for the prior year, the difference between these two numbers will be multiplied by \$2 and added to the provisional NPRD for the next year. If the actual NPRD differential is less than the amount paid for the prior year, the difference between these two numbers will be multiplied by \$2 and deducted from the provisional NPRD for the next year. For 2020, it is assumed that DCTA has paid the full \$103,632 based on FY 2019 ridership.

(d) **Examples of Annual Reconciliation.**

A. If, at the completion of 2020, actual ridership generates an NPRD of 50,000 passengers, then the amount DCTA should have paid to DART for 2020 was \$100,000. Since the provisional billing amount for 2020 was \$103,632, DCTA has overpaid by \$3,632. The amount of this overpayment would be subtracted from the 2021 provisional billing amount yielding a monthly bill of \$8,030.67 ($\$100,000 - \$3,632$ FY 2020 overpayment = $\$96,368 / 12$ months).

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B. If, at the completion of 2020, actual ridership generates and NPRD of 55,000 passengers, then the amount DCTA should have paid to DART for 2020 was \$110,000. Since the provisional billing amount for 2020 was \$103,632, DCTA has underpaid by \$6,368. The amount of this underpayment would be added to the 2021 provisional billing amount yielding a monthly bill of \$8,864.00 (\$100,000 + \$6,368 FY 2020 underpayment = \$106,368 / 12 months).

- (e) DCTA System Expansion. Should the DCTA system be expanded south to Belt Line/Downtown Carrollton station, the calculation of the NPRD will be recalculated and effective at the time the new service starts so as to include boardings and alightings at Belt Line/ Downtown Carrollton station.

- 6.4 Impact Fees. DART and DCTA recognize that the volume of DCTA ridership has an effect on the amount and type of equipment provided by DART for use in the DART system. DCTA agrees to compensate DART for this effect by paying an "Impact Fee" as set forth in below in this section.

- (a) DCTA agrees to pay DART a fixed fee in the amount of: Two Hundred Thirty-Seven Dollars and no cents (\$237.00) multiplied by the number of weekdays in a month for the number of trips during the preceding month that the average maximum load exceeds 329 persons on a two-car consist. This fee shall be increased annually by 3 ½% on each anniversary renewal date of this Agreement.

- (b) Example of Calculation of Impact Fee.

DART generates a monthly report showing average maximum load per trip for the Green Line. The report for December, generated in January, reveals that during the month of December two Green Line trips exceeded an average of 329 passengers while DART was providing a two-car consist. The month of December had 20 weekdays. DCTA will be invoiced in January: 237 x 20 x 2, or \$9,480.00. Each month will be reviewed during the subsequent month when the report is generated. A copy of the relevant report will be provided to DCTA, together with the invoice. Payment is due to DART within thirty days of receipt of the invoice, which may be together with other monthly invoices.

- 6.5 Crew Room Fees. DCTA agrees to pay to DART the amount of \$5,400 per year to reimburse DART for a portion of the cost of maintenance and operations of the crew room located at Trinity Mills Station. This reimbursement will be adjusted annually as set forth in that certain Crew Room License Agreement executed by and between the parties on April 4, 2016.

Section 8. Reciprocal Fare Policy

The Parties hereto have previously agreed it is in their collective best interest to establish a reciprocal fare policy that would allow for the "seamless" free transfer between the service modes in their service areas. The Parties agree to continue the current reciprocal fare policy and any changes thereto shall be mutually approved by the respective governing boards.

210015**Section 9. TRINITY MILLS STATION**

9.1 **Cost Allocation.** The Trinity Mills Station is a shared station of DART light rail and DCTA rail service with separate platforms for the two services. The Parties agree that DCTA shall pay DART \$1,380.00 per month representing DCTA's cost allocation .

9.2 **Annual Review of Cost Allocation.** It is the goal of the Parties that operating cost reductions shall inure to the mutual benefit of the Parties. The allocation of cost set forth in Section 9.1 shall be reviewed on or before each anniversary of this Agreement and adjusted as agreed upon in writing by the President/Executive Directors of the Parties and/or their respective designees. In the event of no agreement of such Directors, the allocation shall continue as stated herein until an agreement in writing is reached.

Section 10. SPECIAL EVENT SERVICE/ACCESS

The Parties recognize there may be service situations (such as weekends of the State Fair of Texas and other special events) where ridership demands on both the DCTA Rail Service and DART's light rail service necessitate additional vehicles to accommodate the increased ridership demand. DCTA agrees to participate in planning for those events and share in the mutually agreed increased costs, if any, attributable to increased ridership impact on the transportation system in accordance with the terms of Exhibit D attached hereto and incorporated herein for all purposes.

Section 11. INDEMNIFICATION.

11.1 **Generally.** To the extent allowed by law, with respect to any claim arising from the sole activities, responsibilities and obligations as defined in this Agreement of one of the Parties (but not the other), then such Party whose activities gave rise to such claim shall and hereby does hold harmless, assume the defense of, defend and indemnify the non-responsible Party, their directors, agents, and assigns, for any and all causes of action, claims, damages, demands, liabilities, losses, obligations, costs or expenses suffered or incurred at any time during the term of this Agreement arising out of or from any accident or other injury or damage to personal property or real property, or other injury or death of an individual or individuals as a result of the negligent actions or omissions or misconduct of the responsible Party, and/or the Party's officers, directors, employees, agents.

11.2 **Joint Responsibility.** With regard to any claim or lawsuit arising from the joint or concurrent activities responsibilities and obligations of the Parties within this Agreement, a proportionate or percentage allocation of the handling and cost of the defense, settlement, satisfaction, payment or other resolution of such claim or lawsuit shall be determined by mutual agreement of the Parties. Should the Parties fail to reach such agreement, then their respective responsibilities (if any) shall be determined by the Texas law of proportionate responsibility under Chapter 33 of the TEX.CIV.PRAC.REM. CODE as amended and its successor provisions, or other statute or common law apportioning liability between joint tortfeasors, pursuant to a

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final judgment rendered by a court of appropriate jurisdiction. With regard to any claim or lawsuit that alleges the damage or injury complained of is the result of the joint or concurrent activities of the Parties, the Parties agree to jointly defend such claim or lawsuit by means of a joint defense; provided, however, that nothing herein shall limit each respective Party from settling or disposing of its own potential liability prior to or subsequent to the final adjudication of such claim or lawsuit or to choose their own counsel rather than proceeding with joint counsel or a joint defense. A settlement of a claim or lawsuit by one Party shall not be binding upon the other Party, absent that Party's express prior written consent.

11.3 No Waiver of Defenses; No Third Party Benefit. Notwithstanding anything herein to the contrary, neither Party waives any defense available to it including, but not limited to, immunity from liability or immunity from suit. The indemnity provisions contained in this Section 11 are solely for the benefit of the Parties and are not intended to confer or convey any interest to any third party. The provisions of this Section 11 survive termination of this Agreement.

Section 12. INSURANCE.

12.1 Coverage Required. DCTA and DART shall at all times during the Term of this Agreement provide and maintain the following types of insurance protecting the interests of DART and DCTA with limits of liability not less than those specified below.

- (a) Workers' Compensation insurance or self-insurance, providing benefits as required under the Workers' Compensation Act of the State of Texas. . This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART or DCTA.
- (b) Commercial Automobile Liability insurance or self-insurance, covering all owned, hired, and non-owned vehicles used in connection with the work performed under this Agreement.
- (c) DCTA will furnish at their sole cost and expense Rail Operations Liability Insurance with a minimum limit of \$125,000,000 per occurrence worth of primary and non-contributory insurance. In the event of an incident, accident, or other occurrence, liability of the parties shall be apportioned in accord with Chapter 33 of the Texas Civil Practice and Remedies Code. In the event DCTA's insurance coverage is not sufficient to cover all of DCTA's obligations or legal liability, any additional cost, damage, or expense (including defense costs) attributable to DCTA will be the sole responsibility of DCTA and DCTA shall not seek contribution from DART or DART's insurer. The DCTA Rail Operations Liability Policy will name DART and TM as additional insureds, will contain a 30-day cancellation notice, and will contain a waiver of subrogation.

12.2 Certificates of Insurance: Before the Agreement Commencement Date, each Party shall provide the other evidence of insurance as required herein at the following

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addresses:

Dallas Area Rapid Transit
Post Office Box 660163
Dallas, Texas 75266-7244
Attention: Risk Management

DCTA
P.O. Box 96
Lewisville, TX 75067
Attention: CFO

Said Certificates of Insurance or insurance policies must provide evidence that insurance as required by Section 12.1, and all subparagraphs to Section 12.1 above, is in force, stating policy number, dates of inception and expiration and limits of liability. If during the Term of this Agreement any required coverage expires, the agencies shall furnish a renewal certificate no later than the expiration date of the coverage in question.

12.3 Approval of Forms and Companies: All coverage described in this Agreement shall be in a form and content reasonably satisfactory to DART and DCTA. No Party subject to the provisions of this Agreement shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance shall be provided by insurance companies with a Best's Rating of A or better, or the Texas Municipal League Intergovernmental Risk Pool.

12.4 Additional Insured Endorsement: The policy or policies providing Automobile Liability and Rail Operations Liability and as otherwise required above shall be endorsed to name DART, their officers, directors, employees and assigns, and any other entity as may be required during the Term of this Agreement, as additional insureds. An actual copy of these endorsements shall be included with the Certificate of Insurance or as soon as reasonably possible after this Agreement is signed.

12.5 Notice of Cancellation or Material Change: Policies and certificates shall specifically provide a 60-day notice of cancellation, non-renewal, or material change.

12.6 Subcontractors: Prior to subletting any work associated with this Agreement, DCTA shall notify and obtain approval from DART, which approval may not be unreasonably withheld. DCTA shall require any and all subcontractors performing work associated with this Agreement to carry insurance of the same type and with the same limits of liability as required of DCTA. DCTA shall obtain and furnish DART with certificates of insurance evidencing subcontractors' insurance coverage.

Prior to subletting any work associated with this Agreement, DART shall notify and obtain approval from DCTA, which approval may not be unreasonably withheld. DART shall require any and all subcontractors performing work associated with this Agreement to carry insurance of the same type and with the same limits of liability as required of DART. DART shall obtain and furnish DCTA with certificates of insurance evidencing subcontractors' insurance coverage. DCTA shall provide DART a listing of all permanent contractors and subcontractors performing work related to the operations or maintenance of the corridor. The list shall be updated as needed but at a minimum, annually.

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12.7 **Multiple Policies:** The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies; but in no event shall the total limit of liability for any one occurrence or accident be less than the amount shown above.

12.8 **Deductibles:** Companies issuing the required insurance policies for or on behalf of DCTA shall have no recourse against DART for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DCTA. Companies issuing the required insurance policies for or on behalf of DART shall have no recourse against DCTA for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of DART, as applicable.

12.9 **No Release:** The carrying of the above-described insurance shall in no way be interpreted as relieving DCTA of any other responsibility or liability described herein or any applicable law, statutes, regulation, or order.

12.10 **No Requirement to Purchase Multiple Policies:** The Agencies shall not be required to purchase multiple policies of insurance to comply with the various agreements between DCTA and DART provided that the policy or policies purchased by DCTA are sufficient to satisfy the requirements of all agreements between DCTA and DART.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Early Termination of Agreement

(a) *Termination for Default.* Subject to the provisions this Agreement, either Party shall have the option to either terminate this Agreement, enforce specific performance and/or obtain any other remedy available at law or equity in the event the other Party fails to perform a material obligation of this Agreement within sixty (60) days after receipt of written notice that such obligation has not been performed; provided, however if such failure is not reasonably capable of being cured within such sixty (60) day period, the period to cure shall be extended for such reasonable periods that may be required under the circumstances so long as the breaching Party is diligently prosecuting the cure of such failure to completion.

b. *Mutual Agreement.* Either Party may terminate this Agreement prior to the expiration of the Term by mutual written agreement at any time.

13.2 Resolution of Disputes

(a) **Submission to Board Chairs.** Whenever an issue cannot be resolved by the Presidents/Executive Directors of the Parties, the issue shall be referred for consideration to the chairpersons of the Parties' respective governing boards for resolution.

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(b) **Non-Binding Mediation.** It is the desire and intent of the Parties to avoid, if possible, the expense and delay inherent in litigation. Therefore, whenever a disputed issue cannot be resolved through the process set forth in Section 13.2(a), the matter will be submitted to non-binding mediation. Accordingly, in regard to disputed issues, the Parties hereto agree that:

(1) Subject to the provisions of Section 13.2(a), above, either Party may determine, in its sole discretion, that a dispute shall be submitted to mediation, and shall initiate the mediation process by written notice to the other Party.

(2) A Party shall respond, in writing, to a written notice of intent to mediate from the other within fifteen (15) days of receipt. The response shall propose a mediator.

(3) A single mediator shall be used if the Parties can agree on one. Otherwise, each Party shall appoint one mediator within thirty (30) days after written notice of intent to mediate. The two mediators so appointed shall together appoint a third mediator within fifteen (15) days after their appointment.

(4) Unless otherwise agreed by the Parties in writing, the site for mediation proceedings will alternate between a site in Denton County and a site in Dallas County, commencing in Dallas County.

(5) All costs of mediation shall be borne equally by the Parties.

13.3 **Force Majeure.** It is expressly understood and agreed by the Parties hereto that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

13.4 **Contractual Relationship.** It is specifically understood and agreed that the relationship described in this Agreement among the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among said Parties.

13.5 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties and TM relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by

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both of the Parties.

13.6 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

13.7 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Dallas and the County of Denton, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the Parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in either Denton County or Dallas County, Texas, as selected by the Party filing.

13.8 **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 provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

13.9 **Changed Circumstances.** If future federal, state or local statute, ordinance, regulation, rule or action render this Agreement in whole or in part, illegal, invalid, unenforceable or impractical, the Parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable and/or practical. Each Section, paragraph or provision of this Agreement shall be considered severable, and if for any reason any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this Agreement.

13.10 **Enforcement.** If any Party initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.

13.11 **Reference and Interpretation.** The use of the words "hereof," "herein," "hereunder", and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise. For purposes of interpretation of this Agreement, neither Party shall be considered the drafter and both Parties acknowledge the availability of counsel for review.

13.12 **Further Assurances.** Each Party agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

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13.13 **Notice**. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to DART: Interim President & Chief Executive Officer
Dallas Area Rapid Transit
P. O. Box 660163
1401 Pacific Ave.
Dallas, Texas 75266-7210

With a copy to: General Counsel
Dallas Area Rapid Transit
P. O. Box 660163
1401 Pacific Ave.
Dallas, Texas 75266-7255

If to DCTA: President/Executive Director
Denton County Transportation Authority
1660 S. Stemmons, Suite 250
Lewisville, Texas 75067

With a copy to: General Counsel
Denton County Transportation Authority
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

13.14 **Execution**. Notwithstanding any provision of this Agreement, this Agreement shall not be binding on the Parties until signed by authorized representatives of each Party. Upon full execution hereof, any prior agreement regarding the subject matter hereof previously executed between the Parties shall be deemed void and of no further force and effect and superseded by this Agreement.

13.15 **Counterparts**. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

13.16 **Recitals**. The recitals to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

13.17 **Exhibits**. The exhibits referenced in and attached to this Agreement constitute

additional terms and provisions of this Agreement, are an integral part hereof, and are incorporated herein by reference as if fully set forth herein.

(Signatures on Following Page)

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Executed on the dates indicated below, pursuant to the authority of Resolution No. 210015 of the Dallas Area Rapid Transit Board of Directors, adopted February 9, 2021, Authorization of the Denton County Transportation Authority Board of Directors, approved _____, 2021.

IN WITNESS WHEREOF the Parties hereto have hereunder duly executed this Agreement by their proper officers duly authorized in that behalf.

DCTA:**DART:**DENTON COUNTY TRANSPORTATION
AUTHORITY

DALLAS AREA RAPID TRANSIT

By: 
Raymond Suarez
President

By: 
David Leininger
Interim President & Chief Executive Officer

Date: 7/13/2021

Date: 05/11/2021

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: 
Peter G. Smith, DCTA Legal Counsel
Joseph B. Gorfida Jr.

By: 
Gene Gamez, General Counsel

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EXHIBIT A

MAP OF DCTA A-TRAIN RAIL SERVICE

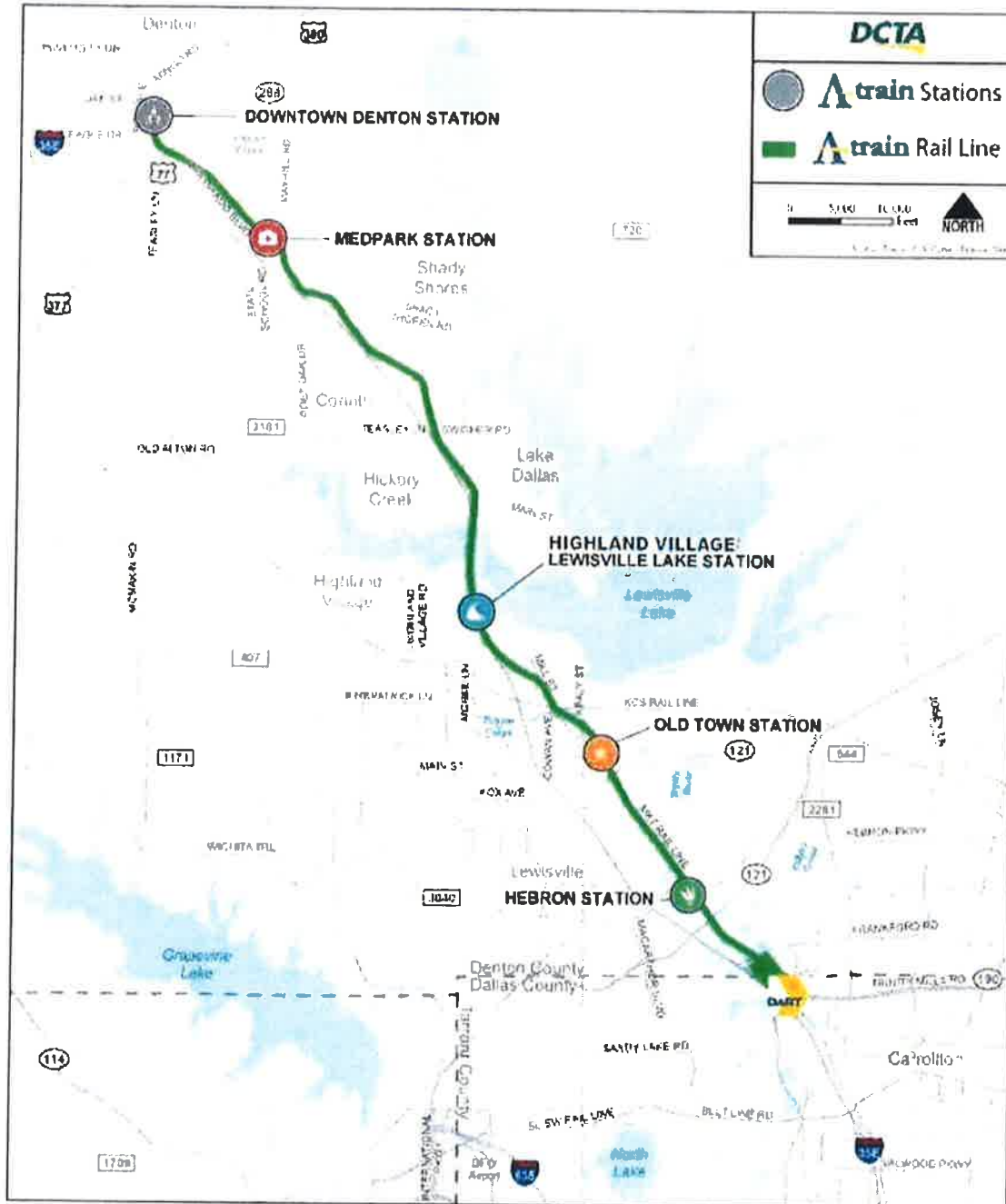


Exhibit "A" to Shared Services Agreement
10-03-2017

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EXHIBIT B

INTENTIONALLY DELETED

Exhibit "B" to Shared Services Agreement
10-03-2017

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210015**EXHIBIT C****PROVISION OF TICKET VENDING MACHINE (TVM) REVENUE COLLECTION
AND SERVICING ON DCTA CORRIDOR****Section 1. TVM Revenue Collection and Servicing**

DART shall perform all TVM services including, but not limited to, revenue collection, maintenance, and servicing, on behalf of DCTA based on an agreed upon schedule and at the request of DCTA. DART will provide all TVM services as requested for all stations on the DCTA Corridor. DART shall remit DCTA's monthly revenue collections within 30 days of the end of the month in which it is collected.

Section 2. Service Priority

- a. DART shall use commercially reasonable efforts to dispatch the appropriate personnel to the stations within 20 minutes of receiving a request during regular weekday service hours (between 4:00 a.m. and 7:00 p.m.) and regular weekend service hours (between 7:00 a.m. and 7:00 p.m.). DART will use commercially reasonable efforts to ensure appropriate personnel are on site within one (1) hour after call is received.
- b. Calls for service that are received by DART outside the regular service hours will be addressed (in priority order) beginning at 4:00 a.m. the following morning.
- c. The Parties acknowledge several factors may affect the time it takes for a technician to arrive at the station, including weather, traffic, and workload volumes.
- d. DCTA's TVMs will be prioritized for service based on the number of operating TVMs in the location and then the sales volume. Example: Within DCTA's service area, a station with two (2) out of two (2) TVMs out of service is first priority for service over a station with one (1) out of two (2) TVMs out of service.

Section 3. Reimbursement for Services

- a. Reimbursement by DCTA to DART shall be accomplished in accordance with the fiscal terms set forth below in the Service and Fee (S&F) table.
- b. For requested services or equipment not included in the S&F table, DCTA and DART will negotiate and agree to the reimbursable amount before the service is provided.
- c. In the event DCTA provides space in the DCTA EMF for TVM parts and staff space to support DART light rail, reimbursement amounts for such space will be negotiated when space is provided.

Section 4. Reporting

- a. DART will provide designated DCTA staff, management reports on response time and other activities and/or performance as mutually agreed upon.
- b. In the event of an unforeseen event which results in DART failing to respond as provided in this Agreement, DART shall provide to DCTA a written explanation as to

Exhibit "C" to Shared Services Agreement
10-03-2017

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the circumstances therefor and such failure shall not be considered a default in the Agreement.

Section 5. Ticket Stock

- a. DART will provide DCTA a weekly report on fare stock levels.
- b. DCTA will order fare stock for delivery to designated DART location(s) in order to maintain appropriate level of fare stock.

Section 6. Warranty / Repair Work

- a. DART will be responsible for working with GFI for repair required during warranty period.
- b. DART will request written approval from DCTA in advance of repair work exceeding \$1,500 (parts & labor).

Section 7. Keys and Servicing Equipment

The front door of DCTA's TVMs will have a different key than DART's TVMs. The internal component locks of DCTA's TVMs will be the same as DART's.

Section 8. Security

- a. DART will provide the same level of security and safety for DCTA TVM support and maintenance as is followed for DART TVM support and maintenance. DART will provide a copy of these procedures and includes updates, as applicable.
- b. DCTA will provide security response to DCTA's TVM alarms.

210015**TVM SERVICE AND FEE TABLE****SERVICE ON DEMAND***

Item Description - Equipment and Supplies
Revenue Agent - Uniforms and Safety Equipment (\$525 ea shared with DART at 50%)
Communications (\$360 yr. phone shared with DART at 50%)

Quantity	Unit	Unit Cost	Total Fixed Cost
0.5	ea	\$ 525	\$ 263
0.5	ea	360	\$ 180

Total Estimated Fixed Cost Per Year	\$ 443
Total Estimated Fixed Cost Per Month	\$ 37

Item Description - Services
Revenue Analyst Salary
Revenue Container Collection (tech/guard/drive)
Mechanic Onsite Repairs (tech/guard/drive)
Component Rebuild in Shop (mechanic rate)
Preventive Maint. Onsite (mechanic/guard/drive)
Component Preventive Maint. Shop (mechanic rate)
Technician 1 or 2 onsite repairs (tech/guard/drive)
Count Room (processing cash/hoppers/tech paks/deposit prep)

Quantity	Unit	Unit Cost	Total Fixed Cost
As requested	hr	\$ 39.25	TBD
As requested	hr	\$ 42.39	TBD
As requested	hr	\$ 58.21	TBD
As requested	hr	\$ 43.21	TBD
As requested	hr	\$ 58.21	TBD
As requested	hr	\$ 43.21	TBD
As requested	hr	\$ 42.39	TBD
As requested	hr	\$ 28.57	TBD

Item Description - Equipment & Supplies
Vehicles fuel/capital - see Note A
Parts required for TVMs and component rebuilds

Quantity	Unit	Unit Cost	Total Fixed Cost
As Needed	mile	\$ 0.55	TBD
As Needed	ea	Cost	TBD

NOTE A: This rate includes the capital, maintenance, and fuel costs.

NOTE B: The Unit Cost includes a salary, plus 43% benefit load, and an 8% admin. Fee.

* Service schedules will be established by DCTA. All other response will be "on demand" and as requested.

** Parts for repairs/preventive maintenance are billed at cost to DART with no markup.

210015**EXHIBIT D****DCTA SPECIAL EVENT BUS ACCESS****Section 1. Purpose.**

DART hereby grants a non-exclusive, revocable license to DCTA for the purpose of allowing DCTA bus passenger pick-up and drop-off access to the DART light rail station located at Trinity Mills and Dickerson ("the Trinity Mills Station") in the City of Carrollton, Texas for the customers of DCTA for special events. DCTA shall provide DART 10 days advance notice of the need for DCTA special event bus access. DCTA's buses shall use routes approved by DART and shall park and pick up or drop off passengers solely at the locations approved by DART. No over-night parking of DCTA buses at the Trinity Mills Station shall be allowed.

Section 2. Vehicles and Operators.

- 2.1 Every vehicle used in providing the DCTA bus service shall be licensed for passenger operations by the State of Texas and equipped with a two-way communications device.
- 2.2 DCTA shall be responsible for and shall maintain every vehicle used in providing the DCTA bus service in a safe operating condition and shall be responsible for all repairs and scheduled maintenance for the vehicles.
- 2.3 Every vehicle used in providing the DCTA bus service shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size described herein, and appropriately dressed in a business-like manner.
- 2.4 Each operator permitted to operate one of the vehicles used in operating the DCTA bus service must have had continuous possession of a valid driver's license for the prior five (5) years, must have current possession of a valid Texas Class B commercial driver's license with passenger endorsement, must have received not more than two (2) traffic citations for a moving violation within the prior two (2) year period, and must not have received a DWI/DUI conviction.
- 2.5 DART shall have the right to specify or limit the size and configuration of any vehicle that DCTA proposes to operate at the Trinity Mills Station.

Section 3. Governmental Approvals.

DCTA, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from any and all governmental agencies, federal, state, or local, required to carry on the activity permitted herein. DCTA, its agents, employees and contractors shall abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over such operations.

210015**Section 4. Customer Information, Complaints and Complaint Resolution.**

DCTA shall be responsible for establishing a system for the intake, handling and resolving of DCTA bus service customer complaints. DART shall not be responsible for handling or resolving DCTA bus service customer complaints.

Section 5. Operations.

DCTA shall be responsible for all aspects of the operation of the DCTA bus service. DCTA bus operators shall comply with all traffic control devices located at the Trinity Mills Station and shall operate the vehicles in a safe manner and at speeds established by DART for the Trinity Mills Station property.

Section 6. Environmental Protection.

- 6.01 DCTA shall not use or permit the use of the Trinity Mills Station for any purpose that may be in violation of any laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, the Texas Water Code and the Texas Solid Waste Disposal Act.
- 6.02 DCTA agrees its use of the Trinity Mills Station will not result in the intentional disposal or other release of any hazardous substance or solid waste by DCTA's officers, employees, agents, or contractors on or to the Trinity Mills Station other than that reasonably foreseeable during the normal and reasonable operation of similar shuttle services, and DCTA will take all reasonable steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged at the Trinity Mills Station by DCTA or its patrons, employees or invitees.
- 6.03 **To the extent allowed by law, DCTA shall indemnify, defend and hold DART harmless against all costs, claims, injuries or damages related to the clean-up of hazardous materials at the Trinity Mills Station resulting from an act of DCTA's officers, employees, agents, contractors or invitees during the use of the Trinity Mills Station, provided, however, such indemnification shall not extend to a clean-up made necessary because of an act of an officer, employee, agent, or contractor of DART, including HTSI, while providing services to DCTA pursuant to this Agreement.**

Section 7. Use by DART.

The license granted herein is made expressly subject and subordinate to the right of DART to use the Trinity Mills Station for any purpose whatsoever to the extent such use does not interfere with DCTA's use of the Trinity Mills Station as set forth herein.

Exhibit "D" to Shared Services Agreement
05-01-2020

210015**Section 8. Security.**

It is understood by the Parties that DART will not furnish DCTA with any additional security personnel at the Trinity Mills Station, above that which is already provided. DCTA shall, at all times, be responsible for providing such security for DCTA's property and passengers, as DCTA determines in its own discretion to provide.

Section 9. ADA Monitoring and Compliance.

The Parties acknowledge and understand that they are responsible for compliance with the requirements of the Americans with Disabilities Act ("ADA") in operating their respective public transportation systems. The Parties agree to monitor the transportation needs and special requirements of their customers who use the Trinity Mills Station and transfer from one mode of transportation to another, or from one Party's transportation system to the other Party's transportation system (e.g. DART train to DCTA bus or DCTA to DART bus) and shall reasonably cooperate with each other to provide the ADA accommodation necessary for transitioning from one Party's public transportation system to the other Party's transportation system.

Section 10. Use of Contractors.

Nothing in this Agreement shall prevent either Party from using a contractor or agent to perform the service contemplated by this Exhibit D.

Section 11. Methods of Termination.

The License granted in this Exhibit D may be terminated in any of the following ways:

- 11.01 By written agreement of both Parties;
- 11.02 By either Party giving the other Party thirty (30) days prior written notice; or
- 11.03 Immediately by DART in the event that DCTA shall permanently discontinue the use of the Trinity Mills Station for DCTA Rail Service; or
- 11.04 By DART upon three (3) days' prior written notice to DCTA in the event that DCTA has materially breached any provision contained in this Exhibit and has failed to remedy such breach within said three (3) day period; provided, however if such failure is not reasonably capable of being cured within such three (3) day period, the period to cure shall be extended for such reasonable periods that may be required under the circumstances in DART's sole and reasonable discretion, provided DCTA is diligently prosecuting the cure of such failure to completion.



Board of Directors Memo

August 26, 2021

SUBJECT: Request for Proposals (RFP) 21-12 Compensation Study

Recommendation

This is an informational item only. Staff will bring an action item to the Board in September for consideration of approval.

Background

As a best practice and as noted in DCTA's financial management policies, DCTA conducts a compensation study every three years with a goal to remain competitive within the marketplace and to attract and retain employees. The compensation study shall include an examination of DCTA's current compensation plan and related component and position hierarchy. This study shall be done in accordance with generally accepted compensation methods and in accordance with applicable federal and state laws. The selected third-party vendor will provide the current compensation, pay ranges, job functions, position structure, benefits, and any other form(s) of compensation compared to market.

The previous compensation study contract was in place from August 10, 2015 through August 9, 2019. The last compensation study was completed in April 2019.

A request for proposal (RFP) was released on June 21, 2021 on Bid Sync for Compensation Study Services. The proposals will be evaluated, and staff plans to bring a final recommendation to the Board for formal action during the September 23, 2021 meeting.

Previous Board Activity & Action

There has been no previous Board-level activity on this item.

Identified Need

Staff has identified the need for a compensation study to review job classification, salary ranges, position structure, job functions, and benefits compared to market. The compensation study will ensure DCTA's ability to attract and retain qualified workers, and to provide DCTA with a salary and benefit structure that enables DCTA to maintain competitive with other transit agencies and companies.

Financial Impact

The cost for the service will be incorporated within the proposed FY2022 budget.

Exhibits

Exhibit 1: Request for Proposal 21-12

Submitted By: Mackenzie Armendariz
Mackenzie Armendariz, Senior Manager of Human Resources

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

Solicitation 21-12

Compensation Study

Bid Designation: Public



Denton County Transportation Authority

Bid 21-12 Compensation Study

Bid Number **21-12**
Bid Title **Compensation Study**

Bid Start Date **Jun 22, 2021 5:38:00 PM CDT**
Bid End Date **Aug 10, 2021 4:00:00 PM CDT**
Question &
Answer End Date **Jul 9, 2021 2:00:00 PM CDT**

Bid Contact **Geraldine Osinaike**
gosinaike@dcta.net

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

Bid Comments **The Denton County Transportation Authority (DCTA) is seeking proposals for professional services required to conduct a comprehensive classification compensation study which will include an option to provide a salary and benefit survey every three years to ensure the pay plan remains competitive.**

Questions may be submitted before the deadline. It is recommended that the insurance requirement be reviewed by you and your agent.

Due to the COVID 19 Pandemic and the stay at home declarations in place across the country, DCTA will accept electronic bids through Bidsync only. State of Texas law prohibits DCTA from accepting emailed bids and proposals.

Added on Jul 27, 2021:
Addendum 1 has been issued, see attachment 1. The due date/time to submit proposals has been changed to August 10, 2021, at 4:00 pm CST

Addendum # 1

New Documents **Addendum 1 -.pdf**

Previous End Date **Aug 4, 2021 4:00:00 PM CDT**

New End Date **Aug 10, 2021 4:00:00 PM CDT**

Item Response Form

Item **21-12--01-01 - Compensation Study**

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

Compensation Information



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Proposals (RFP) 21-12		
TITLE	Compensation Study		
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	July 9, 2021 by 2:00 pm CST	RESPONSES TO QUESTIONS RELEASED	July 19, 2021 by 5:00 pm CST
DUE DATE/TIME	August 4, 2021 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 Periscope S2G 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	Geri Osinaike procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	<p>Prior to the time and date indicated above, all proposals must be received electronically at www.bidsync.com</p> <p>Proposal received after the due time and date shall not be considered and will be returned unopened. 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

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

4. SCOPE OF SERVICES:

- 4.1 **Overview:** The Denton County Transportation Authority (DCTA) is accepting proposals for professional services required to conduct a comprehensive classification compensation study which will include an option to provide a salary and benefit survey every three years to ensure the pay plan remains competitive. The goal of DCTA is to conduct a market compensation comparison every three years with a goal to remain competitive with the external marketplace at or near the 50th percentile of the competitive market.
- 4.2 **Goals and Objectives:** The goal of DCTA is to review the current compensation, pay ranges, job functions, and structure compared to market. The objectives of DCTA are: to attract and retain qualified workers who will be paid competitive salaries, and to provide DCTA with a salary and benefit structure that enables DCTA to maintain a competitive position with other transit agencies and companies within the same geographic or recruiting area for positions that require a broader search area.
- 4.3 **Present Condition of Compensation System:** In 2019, a third-party provider conducted a competitive market study; which provided job classification, salary ranges and job groupings. DCTA incorporates a philosophy of maintaining a competitive pay plan position compared to market.

- 4.4. **Scope of Comprehensive Compensation Study:** The compensation study shall include an examination of DCTA's current compensation plan and related component and position hierarchy. This study shall be done in accordance with generally accepted compensation methods and in accordance with applicable federal and state laws.

DCTA employs approximately 35 management, professional, technical, administrative, clerical, and general labor full time and regular part-time positions (excluding contract, seasonal and non- regular part-time employees) in eleven salary ranges.

- 4.5. **Preparation of Working Papers and Reports:** The DCTA Human Resources department will be actively involved in the preparation of the project; however, it is expected that the time available for such involvement will be limited. As part of the proposal, the consultant shall outline which portions of the study shall be the responsibility of DCTA. It shall be the consultant's responsibility to complete all other supporting documentation, reports and staff interviews.

The preparation of the Comprehensive Compensation Plan shall use accepted compensation methodologies.

The vendor selected will present and discuss recommendations with the CEO and Executive staff prior to final recommendation and needs to allow adequate time for those discussions. The vendor shall also be prepared to present to the DCTA Board of Directors, if requested.

- 4.6. **Study Requirements:** The consultant will analyze DCTA's compensation system and recommend updates or changes to achieve the goal and objectives outlined. The following list outlines specific requirements.

- 4.6.1. Review DCTA's existing compensation classification system, benefit structure, position hierarchy, and job functions.
- 4.6.2. Review DCTA's existing job functions by position as they pertain to the current and recommended structure. The study should review and compare the scope of essential job functions, the position's education and experience requirements, the number of employee(s) in a position and/or department, the agency's organizational chart and position structure, the number of employee(s) a position supervises, and any other pertinent items recommended by the vendor to be considered. Coordinate with DCTA Executive Team and Human Resources prior to market research to gain a solid understanding of each position and department function(s).
- 4.6.3. Review DCTA's full compensation package, including annual merit pay, bonuses/perquisites, retirement plan, and detailed benefits package for a holistic comparison to the market.
- 4.6.4. Gather necessary information through the use of questionnaires, job audits, personal interviews or other accepted method from both DCTA and comparable agencies. This should include all forms of compensation, such as: base compensation, detailed benefits (employer versus employee costs; plan design, including deductibles, copays,

coinsurance, out-of-pocket maximum; number of plan(s), etc.), retirement plan(s), bonus pay and methodology, perquisites (executive level vs all staff), service pay, merit pay, sign-on or retention incentives, tuition reimbursement, time-off accruals, and any other related compensation items.

- 4.6.5. Identify a market position and peer comparisons for DCTA, coordinating with DCTA Human Resources and management staff, as required. The peer comparisons would assess position essential functions, education/experience requirements, size of the department, and number of direct reports, as compared to DCTA.
- 4.6.6. Develop a comprehensive labor market salary survey for the North Texas region, other transit agencies, and local municipalities. The proposal should outline the vendor's experience with transit and governmental agencies. Peer entities to be determined by DCTA and contractor, to include transit agencies and municipalities.
- 4.6.7. Analyze existing internal hierarchy based on job relationships and essential functions, identify problem areas within the internal hierarch system, and propose implementation methods to correct identified problems.
- 4.6.8. Review current classification grade methodology and propose recommended strategies for DCTA.
- 4.6.9. Develop a pay plan identifying specific parameters (i.e., percent spreads between ranges and within ranges).
- 4.6.10. Review and recommend assignments of all positions to an appropriate pay grade, as well as make recommendation(s) for corresponding education and experience requirements by classification.
- 4.6.11. Recommend implementation strategies including calculating the cost of implementing the study results.
- 4.6.12. Provide system documentation and data in formats as approved by DCTA Human Resources.
- 4.6.13. Prepare cost analysis for positions that fall below the proposed minimum salaries following reclassification, and any recommended equity pay.

4.7. Expected Outputs

- 4.7.1. All original documentation of job analysis for all staff positions.
- 4.7.2. Pay scale chart and appropriate level of compensation for each job title, alongside recommended education and experience recommendations by position or grade level.
- 4.7.3. Progress reports and final reports, including cost analysis and funding recommendations. It's expected for progress meetings to be coordinated with DCTA Human Resources at least biweekly throughout the review period and until final acceptance and implementation by DCTA
- 4.7.4. Electronic detail of information, processes, and procedures, where possible.

- 4.7.5. Listing of all research documentation used and information compiled when determining the market range, position in the market, and any recommended compensation changes (i.e. benefit structure, merit pay, etc.).
- 4.7.6. Copies of position survey distributed and copy of findings and results of the survey.
- 4.7.7. Presenting the results of study to DCTA's Executive team at a meeting to be determined; and/or a presentation to the DCTA Board of Directions, if requested.
- 4.7.8. The first triennial study shall be completed, and reports delivered to DCTA no later than **January 7, 2022** with subsequent study/studies completed on a similar, mutually agreed upon timeline.
- 4.8 DCTA shall provide the space and facilities necessary for the consultant to conduct the study. In addition, all information, data, reports, and records necessary for carrying out the work shall be furnished to the consultant without charge and DCTA shall cooperate with the consultant in every reasonable way to ensure completion of the study.

PROPOSAL SUBMITTAL INFORMATION

The response shall be submitted online through Bidsync, at www.bidsync.com, proposals received via email shall not be considered. Proposals submitted to DCTA administrative office may not be considered, due to the current pandemic all proposals must be submitted electronically as stated above. DCTA is receiving submittals via electronic means. Standard 8½"x11" standard paper size. All information must be assembled, searchable and indexed in the order described below. The proposal shall not exceed 30 double sided pages.

In order to be considered responsive to this RFP, the Proposal Packet shall include at least the following information:

The page count shall not include:

- Cover Letter (two pages 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:

1. A detailed description of the plan to achieve the necessary requirements and a plan for accomplishing this work.
2. A detailed estimated timeline for completion of work.
3. A detailed description and compensation methodology to be used if the consultant has a pre-designed system.
4. A proposed fee schedule and break-down of costs for compensation study.
5. Experience of the firm in conducting similar reference studies for Governmental entities, Public Transit and other comparable studies.
6. Professional resume(s) of all personnel to be involved in the study and a clear indication of the responsibilities of each
7. Any additional information which the consultant deems appropriate.

COVER LETTER

The cover letter 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.
- whether the organization is an individual, partnership, corporation or joint venture; and the name
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.

- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract.

TAB 1: QUALIFICATIONS AND EXPERIENCE

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

TAB 2: PROJECT APPROACH

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

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firms understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assignments.
- Support availability (days of week and time)
- Steps for resolving problem escalation
- Response time and goal for resolving problems
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.
- Describe the ongoing training and support provided.
- Describe the data privacy and ownership of information provided by DCTA.
- Provide a detailed description of application security and connection.
- Provide a test/demo site, if available.

TAB 3: REFERENCES

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

TAB 4: PRICING

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

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

TAB 5: ATTACHMENTS

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

TAB 6: APPENDIX

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

- Exhibit A Bidders Questionnaire
- Exhibit B Form CIQ Conflict of Interest Questionnaire
- Exhibit C Non-Collusion Affidavit
- Exhibit 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 30-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
Understanding project scope and objectives	20
Key project areas and project approach and methodology to meet the RFP requirements	30
Firm & staff qualification of management team, subcontractors (if proposed)	25
References and experience with similar projects	15
Overall cost and fees to be charged.	10
TOTAL	100

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 emailed to the following e-mail address:

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 <https://www.fdic.gov/regulations/resources/minority/mdi.html>

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-VI 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
- Products/Completed Aggregate \$2,000,000
- Personal Advertising Injury per occurrence \$1,000,000

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

Texas Statutory Limits with Employer's Liability 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 Business Automobile Liability policies shall be endorsed to name DCTA, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

WAIVER OF SUBROGATION:

The Workers' Compensation and Employers' Liability policies 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 herein.

NO COMMENCEMENT WITHOUT COVERAGE:

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

CERTIFICATES:

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

NO LAPSE OR CANCELLATION:

The Bidder and any subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall not be canceled, reduced, restricted, or limited until thirty (30) days after DCTA has received written notice. In the event of cancellation or lapse of insurance, the Bidder shall notify DCTA immediately and unless otherwise directed by DCTA, shall cease work until evidence of acceptable insurance coverage is supplied to DCTA.

BREACH:

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



BIDDER'S QUESTIONNAIRE

<p>1. Name of Contractor ("Business", herein)</p> <input type="text"/>		<p>19. Is any litigation pending against the Business?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>2. Doing Business As (other business name if applicable)</p> <input type="text"/>		<p>20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>3. Federal Tax ID Number</p> <input type="text"/>		<p>21. Has the Business ever been a defaulter, as principal, surety or otherwise?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>4. Business Mailing Address (include City/State/Zip Code)</p> <input type="text"/>		<p>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?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>5. Business Email Address</p> <input type="text"/>		<p>23. Is the Business in arrears upon a contract or debt?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>6. Business Telephone</p> <input type="text"/>	<p>Business Fax Number</p> <input type="text"/>	<p>24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>7. Business Type</p> <input type="text"/>		<p>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?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<p>8. Number of Years in Business</p> <input type="text"/>		<p>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).</p> <p>DCTA reserves the right to inquire further with respect thereto</p> <input type="text"/>							
<p>9. <u>Annual Gross Revenue</u> for the past three years (M = Millions)</p> <p> <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+ </p>		<p>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).</p> <input type="text"/>							
<p>10. Number of Employees</p> <p> <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+ </p>		<p>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.</p>							
<p>11. Is Business a DBE Firm?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No									
<p>12. Is Business Owned by Minority Ethnicity?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No									
<p>13. Ethnic Group</p> <table border="0"> <tr> <td>Black American</td> <td>Subcontinent Asian American</td> </tr> <tr> <td>Hispanic American</td> <td>White/Caucasian</td> </tr> <tr> <td>Native American</td> <td>Asian Pacific American</td> </tr> <tr> <td>Other</td> <td></td> </tr> </table>			Black American	Subcontinent Asian American	Hispanic American	White/Caucasian	Native American	Asian Pacific American	Other
Black American	Subcontinent Asian American								
Hispanic American	White/Caucasian								
Native American	Asian Pacific American								
Other									
<p>14. Woman Owned?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="text"/>							

15. Veteran Owned

☐ Yes ☐ No

Printed Name

16. Type of Work Performed

☐ Manufacturing ☐ Professional Service
☐ Retail ☐ General/Technical Service

Title

17. Has the Business, or any officer or partner thereof, failed to complete a contract?

☐ Yes ☐ No

Signature of owner

18. Has the Business ever been declared "Not Responsible"

☐ Yes ☐ No

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**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity .

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government 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.

Date Received

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

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the

answer to A, B, or C is YES.)

This section, items 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐ YES

☐ NO

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

☐ YES

☐ NO

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

☐ YES

☐ NO

D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

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

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:

Title:

Date:



July 27, 2021

ADDENDUM NO. 1

Request for Proposals (RFP) 21-12

Compensation Study

Changes:

1. The due date/time to submit proposals has been changed to August 10, 2021 at 4:00 pm CST
2. The Solicitation overview and endorsement form on page 3 is deleted and replaced with Attachment 1.

Addendum 1 Attachments:

Attachment 1: Solicitation overview and endorsement revised

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.

Sign here

Geraldine Osinaike

Name Geri Osinaike

Title Senior Procurement Specialist

Acknowledged by: _____ Date: _____
Firm/Representative



SOLICITATION OVERVIEW AND ENDORSEMENT

SOLICITATION TYPE/No.	Request for Proposals (RFP) 21-12		
TITLE	Compensation Study		
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	July 9, 2021 by 2:00 pm CST	RESPONSES TO QUESTIONS RELEASED	July 19, 2021 by 5:00 pm CST
DUE DATE/TIME	August 10, 2021 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 Periscope S2G 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	Geri Osinaike procurement@dcta.net or submitted via Periscope S2G at www.bidsync.com		
RECEIPT OF BID/PROPOSAL	Prior to the time and date indicated above, all proposals must be received electronically at www.bidsync.com		
	<p>Proposal received after the due time and date shall not be considered and will be returned unopened. 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

Question and Answers for Bid #21-12 - Compensation Study

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 9, 2021 2:00:00 PM CDT