



## Board of Directors Regular Meeting June 23, 2022 | 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 on June 23, 2022 at 10:00 a.m. at the DCTA Administrative Offices located at 1955 Lakeway Drive, Suite 260, Lewisville, Texas 75057 and by Zoom Video Conference at which time the following agenda will be discussed.

The public is allowed to use the ZOOM link below to participate in a Board Meeting. To join the meeting, please use the information below:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83689930740?pwd=SDdncGxsNlVvWGM4dTVvbUNtZ005QT09>

Passcode: 339984

Or One tap mobile :

US: +13462487799

Or Telephone:

Dial: US: +1 346 248 7799

Webinar ID: 836 8993 0740

Passcode: 339984

As authorized by Section 551-071 of the Texas Government Code, the Board of Directors may convene into Closed Executive Session for the purpose of seeking legal advice from Legal Counsel on any item on the agenda at any time during the meeting.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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 either completing a Request to Speak Card located in the DCTA Board Room prior to the meeting or if participating virtually, by utilizing the “raise hand” function ensuring when called upon your camera is turned on and your name is displayed.

Citizens that are not able to participate in-person or connect virtually to the Zoom meeting must email his or her public comment to [kmorris-perkins@dcta.net](mailto:kmorris-perkins@dcta.net) no later than **3:00 pm on Wednesday, June 22, 2022**, 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 Monthly Financial Statements for May 2022

(packet pages 7-14)

Action Item

Backup Information: Memo  
Exhibit 1: Monthly Financial Statements – May 2022  
Exhibit 2: Capital Projects Budget Report – May 2022

### 2. Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Hilltop Securities Asset Management in the amount of \$150,000 for Investment Advisory Services for a contract term of August 1, 2022 through July 31, 2025, with the option to renew for two (2) additional one (1) year terms through July 31, 2027

(packet pages 15-210)

Action Item

Backup Information: Memo  
Exhibit 1: Request for Proposal 22-05  
Exhibit 2: Hilltop Securities Asset Management Proposal  
Exhibit 3: Evaluation Consensus Scores

### 3. Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Holmes Murphy for the Employee Benefit Broker/Consultant Services in the amount of \$105,000 for a contract term of August 1, 2022 through July 31, 2025 with the option to renew for two (2) additional one (1) year terms through July 31, 2027 for an estimated additional \$70,000

(packet pages 211-334)

Action Item

Backup Information: Memo  
Exhibit 1: Request for Proposal 22-09  
Exhibit 2: Proposal  
Exhibit 3: Evaluation Consensus

### 4. Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Industrial Power Truck and Equipment under The Interlocal Purchasing System (TIPS) Cooperative Purchasing Agreement

(packet page 335)

Action Item

Backup Information: Memo

**5. Consider Approval of a Resolution Designating David Leininger as the Investment Officer**

**(packet pages 336-338)**

*Action Item*

Backup Information:           Memo  
   Exhibit 1: Resolution

**6. Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Southern Tire Mart and The Goodyear Tire and Rubber Company for a total amount not to exceed the approved budget of FY22 \$9,500 and FY23 for \$96,000**

**(packet pages 339-431)**

*Action Item*

Backup Information:           Memo  
   Exhibit 1: Request for Bid 22-10  
   Exhibit 2: Bid – Goodyear Tire & Rubber Company  
   Exhibit 3: Bid – Southern Tire Mart  
   Exhibit 4: RFP 22-10 Bid Tabulation

**7. Consider Approval of Regular Meeting Minutes dated May 26, 2022**

**(packet pages 432-438)**

*Action Item*

Backup Information:           Exhibit 1: DCTA Regular Board Meeting Minutes – May 26, 2022

**REGULAR AGENDA**

**1. Consider Authorizing the Interim Chief Executive Officer (CEO) to Execute a Contract with Texas Municipal League (TML) Health for Medical, Dental and Vision benefits beginning October 1, 2022, in the amount of \$576,637 for Fiscal Year (FY) 2023**

**(packet page 439)**

*Action Item*

Presenters:                   Brittney Farr, Senior Director of Engagement and Administration  
   Julie Rickman, Holmes Murphy  
   Adam Kinyicky, Holmes Murphy

Backup Information:       Memo

**2. Consider Authorizing the Interim Chief Executive Officer (CEO) to Execute a Contract with Randy C. Cain, Attorney at Law and Burklund Consulting LLC, to provide State Legislative Consulting Services beginning July 1, 2022, for an initial two-year term in an amount not to exceed \$200,000**

**(packet pages 440-501)**

*Action Item*

Presenter:                   Brittney Farr, Senior Director of Engagement and Administration  
Backup Information:       Memo  
   Exhibit 1: RFP 22-02  
   Exhibit 2: Randy C. Cain, Attorney at Law & Burklund Consulting, LLC Proposal  
   Exhibit 3: Evaluation Consensus Averages

**3. Consider Approval of City of Denton Fiscal Year (FY) 2022 Transportation Reinvestment Program (TRiP) Call for Projects Grants**

**(packet pages 502-513)**

*Action Item*

Presenter: Tim Palermo, Planning and Data Analytics Manager

Backup Information: Memo

Exhibit 1: Adopted TRiP Policy

**4. Discuss GoZone Performance, Fare Structure Alternatives, Route Alternatives for Connect Fixed Route Service and Comprehensive Operations Analysis Public Feedback Summary**

**(packet page 514)**

*Discussion Item*

Presenter: Javier Trilla, AVP of Innovation and Information Technology

Backup Information: Memo

**5. Discuss Marketing and Communications Business Engagement, Ridership Campaign, Public Information Officer Coordination Initiative, and Strategic Communications Assessment**

**(packet page 515)**

*Discussion Item*

Presenter: Paul Cristina, Interim CEO

Backup Information: Memo

**6. Discuss Interim Chief Financial Officer (CFO) Observations and Recommendations on DCTA Financial Management Policies and Practices**

**(packet page N/A)**

*Discussion Item*

Presenter: David Leininger, Interim CFO

**7. Update on Transformation Initiative, Options for Enterprise Resource Planning (ERP) Initiative, and Temporary and Augmented Staff Status and Budget**

**(packet page 516)**

*Discussion Item*

Presenter: Paul Cristina, Interim CEO

Chris Newport, Accenture

Backup Information: Memo

**8. Discuss Local and Regional Transportation Updates and Legislative Issues**

**(packet page N/A)**

*Discussion Item*

**INFORMATIONAL REPORTS**

**1. Monthly Financial Reports**

**(packet pages 517-521)**

Backup Information: Memo 1: Monthly Sales Tax Receipts  
Exhibit 1: FY22 Monthly Sales Tax Report  
Memo 2: Budget Information



## 2. Monthly Ridership Reports

(packet pages 522-529)

Backup Information:

Memo

Exhibit 1: Ridership by Mode – May 2022

Exhibit 2: A-train Year-Over-Year Ridership Comparison

Exhibit 3: Connect and GoZone Ridership by Month and Year

Exhibit 4: Fixed-Route Ridership – May 2022

Exhibit 5: Connect Ridership Year-Over-Year by Month

Exhibit 6: UNT Ridership Year-Over-Year by Month

## 3. Request for Bids (RFB) 22-14 Remanufactured Transmissions and Engines for Buses

(packet page 530)

Backup Information:

Memo

## 4. Denton County Sheriff's Office Interlocal Agreement for Law Enforcement Services

(packet page 531)

Backup Information:

Memo

## 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 Regular Board Meeting Date: July 28, 2022

## 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:

The Board of Directors will convene into Closed Executive Session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the employment and duties of the Chief Executive Officer.

## RECONVENE OPEN SESSION

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

## ADJOURN



**Board Members:**

Cesar Molina, Denton County Seat 1, *Chair*  
TJ Gilmore, Lewisville, *Vice-Chair*  
Dianne Costa, Highland Village, *Secretary*  
Alison Maguire, Denton  
Andy Eads, Denton County Seat 2

**Alternates**

Jody Gonzalez, Denton County Seat 1  
Kristin Green, Lewisville  
Pat Smith, Denton  
Paul Stevens, Highland Village  
Vacant, Denton County Seat 2

**Non-Voting Board Members:**

Dennie Franklin, Frisco  
Mark Miller, Flower Mound  
Jeremie Maurina, The Colony  
Connie White, Small Cities  
Tom Winterburn, Corinth  
Vacant, Little Elm

**Staff Liaison:**

Paul Cristina, Interim CEO

This notice was posted on June 17, 2022 by 6pm.

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Kisha Morris-Perkins  
Executive Assistant | Board Process Manager

## Board of Directors Memo

June 23, 2022

SUBJECT: Consider Approval of Monthly Financial Statements for May 2022

### Recommendation

Staff recommends the Board approve the monthly financial statements for May 2022.

### Background

The financial statements are presented monthly to the Board of Directors for acceptance. The reports for the period ending May 31, 2022, include the Statement of Change in Net Position, Statement of Net Position, and Capital Projects Budget Report. These reports provide a comparison of year-to-date budget vs. actual as of the current month.

### Previous Board Activity & Action

There has been no previous Board 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 favorable by \$138k due primarily to A-train and GoZone ridership of 459k which was 55% higher than budgeted ridership of 296k (\$89k increased revenue).

	YTD FY22 Actual Ridership	YTD FY22 Budgeted Ridership	% Variance, Actual to Budget	YTD FY21 Actual Ridership	% Variance, Actual to Prior Yr
Total Rail Ridership	115,203	103,655	11%	57,605	100%
Connect	93,869	111,217	-16%	121,308	-23%
Access & Zone Service	13,953	13,708	2%	11,274	24%
GoZone	344,261	192,098	79%	-	N/A
Frisco	4,003	2,439	64%	1,311	205%
Collin County Transit (CCT)	3,371	9,398	-64%	5,898	-43%
North Texas Xpress	1,271	294	332%	2,633	-52%
University of North Texas	722,628	1,009,574	-28%	178,895	304%
Special Movements	426	-	N/A	-	N/A
Total Bus Ridership	1,183,782	1,338,728	-12%	321,319	268%
Vanpool	148,803	-	N/A	141,280	5%
Total System Ridership	1,447,788	1,442,383	0%	520,204	178%

(A) FY21 ridership includes Lewisville Lakeway On-Demand and Downtown Denton Transit Center (DDTC) Evening On-Demand which ended September 6, 2021.

(B) Includes Demand Response service and Taxi service.



- (C) FY21 ridership includes North Texas Xpress operated jointly with Trinity Metro through September 6, 2021. Beginning September 7, 2021, DCTA operates an abbreviated portion of the route with two trips each weekday.
- (D) These ridership numbers are not linked to passenger revenues and are shown for information purposes only to present system-wide ridership.

- **Note B:** Contract Service Revenue – YTD unfavorable by \$197k primarily due to lower than budgeted revenue hours (\$174k decreased revenue) and billable fuel costs (\$29k decreased revenue). Average year to date pass-through fuel cost was \$3.1/gallon compared to budgeted \$3.00/gallon and usage of 71k gallons was 16% lower than budgeted usage of 85k gallons.
- **Note C:** Sales Tax Revenue – May 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 May will be received in July.
- **Note D:** Federal/State Grant Revenues - Capital – YTD unfavorable by \$477k due to a timing difference as reimbursements for the Positive Train Control (PTC) project are delayed due to delayed project expenditures. Reimbursement will be requested as funds are expended.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
PTC Implementation & Enhancements	\$ 81,321	\$ 558,060	(\$ 476,739)
	<u>\$ 81,321</u>	<u>\$ 558,060</u>	<u>(\$ 476,739)</u>

- **Note E:** Federal/State Grant Revenues - Operating – YTD favorable by \$2 million due to reimbursement for operating assistance exceeding original budgeted amount.

	YTD FY22 Actual Revenue	YTD FY22 Budgeted Revenue	Variance, Actual to Budget
Bus Preventive Maintenance	\$795,582	\$766,054	\$29,528
Rail Preventive Maintenance	1,973,636	1,972,516	1,120
Operating Assistance	9,335,603	7,274,921	2,060,682
ADA Assistance	276,354	300,000	(23,646)
Vanpool	123,962	143,473	(19,511)
	<u>\$12,505,137</u>	<u>\$10,456,964</u>	<u>\$2,048,173</u>

- **Note F:** Purchased Transportation Services Expense – YTD unfavorable by \$377k mainly due to higher than anticipated GoZone service costs. The FY22 YTD budget anticipated 88k GoZone service hours; actual YTD GoZone billed hours were 96k (\$290k increased expense). Additionally, DCTA incurred \$75k in customer service costs above the original budget amount.

## Exhibits

Exhibit 1: Monthly Financial Statements – May 2022

Exhibit 2: Capital Projects Budget Report – May 2022

Submitted by: \_\_\_\_\_

Isaías A. Ríos

(MBA – Accenture Consulting Manager)



# DENTON COUNTY TRANSPORTATION AUTHORITY

CHANGE IN NET POSITION  
MONTH AND YEAR TO DATE AS OF MAY 31, 2022  
(UNAUDITED)

Description	Month Ended May 31, 2022			Year to Date May 31, 2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Revenue and Other Income</b>							
Passenger Revenues	\$ 76,667	\$ 48,047	\$ 28,620	\$ 569,245	\$ 431,144	\$ 138,101	\$ 642,579 <b>Note A</b>
Contract Service Revenues	322,650	361,918	(39,268)	2,509,031	2,705,964	(196,933)	4,043,386 <b>Note B</b>
Sales Tax Revenues	1,342,474	2,322,836	(980,362)	24,317,332	23,839,138	478,194	34,191,233 <b>Note C</b>
Federal/State Grants - Capital	4,978	-	4,978	81,321	558,060	(476,739)	4,689,516 <b>Note D</b>
Federal/State Grants - Operating	89,921	157,021	(67,100)	12,505,137	10,459,218	2,045,919	21,864,250 <b>Note E</b>
<b>Total Revenues and Other Income</b>	<b>1,836,691</b>	<b>2,889,822</b>	<b>(1,053,131)</b>	<b>39,982,065</b>	<b>37,993,524</b>	<b>1,988,541</b>	<b>65,430,964</b>
<b>Operating Expenses</b>							
Salary, Wages and Benefits	314,734	426,293	111,559	2,854,227	3,396,417	542,190	5,103,643
Outsourced Services and Charges	291,374	888,454	597,080	2,093,652	4,182,758	2,089,106	5,720,562
Materials and Supplies	245,566	210,316	(35,250)	1,529,095	1,945,187	416,092	2,780,594
Utilities	27,325	43,858	16,533	257,122	350,851	93,729	526,281
Insurance	74,263	141,412	67,149	643,859	1,140,405	496,546	1,706,052
Purchased Transportation Services	1,664,150	1,849,052	184,902	12,129,030	11,752,426	(376,604)	18,790,814 <b>Note F</b>
Employee Development	6,757	9,489	2,732	52,692	156,050	103,358	235,385
Leases and Rentals	14,423	11,648	(2,775)	95,922	92,924	(2,998)	139,772
Depreciation	939,627	945,183	5,556	7,553,844	7,571,215	17,371	11,349,464
<b>Total Operating Expenses</b>	<b>3,578,220</b>	<b>4,525,705</b>	<b>947,485</b>	<b>27,209,443</b>	<b>30,588,233</b>	<b>3,378,790</b>	<b>46,352,567</b>
<b>Income Before Non-Operating Revenues and Expenses</b>	<b>(1,741,529)</b>	<b>(1,635,883)</b>	<b>(105,646)</b>	<b>12,772,623</b>	<b>7,405,291</b>	<b>5,367,332</b>	<b>19,078,397</b>
<b>Non-Operating Revenues/(Expense)</b>							
Investment Income	23,455	1,000	22,455	(16,274)	8,000	(24,274)	12,000
Gain (Loss) on Disposal of Assets	(4,493)	-	(4,493)	(11,597)	-	(11,597)	-
Other Income/(Expense) - Miscellaneous	(17,593)	-	(17,593)	252,319	2,794,840	(2,542,521)	2,794,840
Long Term Debt Interest/Expense	(19,946)	(19,817)	(129)	(154,043)	(158,536)	4,493	(237,800)
<b>Total Non-Operating Revenues/(Expenses)</b>	<b>(18,578)</b>	<b>(18,817)</b>	<b>239</b>	<b>70,405</b>	<b>2,644,304</b>	<b>(2,573,900)</b>	<b>2,569,040</b>
<b>Income (Loss) before Transfers</b>	<b>(1,760,107)</b>	<b>(1,654,700)</b>	<b>(105,407)</b>	<b>12,843,027</b>	<b>10,049,595</b>	<b>2,793,432</b>	<b>21,647,437</b>
Transfers Out	(477,935)	(563,396)	85,461	(4,070,022)	(5,034,389)	964,367	(7,263,989)
<b>Total Transfers</b>	<b>(477,935)</b>	<b>(563,396)</b>	<b>85,461</b>	<b>(4,070,022)</b>	<b>(5,034,389)</b>	<b>964,367</b>	<b>(7,263,989)</b>
<b>Change in Net Position</b>	<b>\$ (2,238,043)</b>	<b>\$ (2,218,096)</b>	<b>\$ (19,947)</b>	<b>\$ 8,773,005</b>	<b>\$ 5,015,206</b>	<b>\$ 3,757,799</b>	<b>\$ 14,383,448</b>





# DENTON COUNTY TRANSPORTATION AUTHORITY

## STATEMENT OF NET POSITION AS OF MAY 31, 2022 (UNAUDITED)

	May 31, 2022	April 30, 2022	Change
<b>Assets</b>			
<b>Current Assets</b>			
Cash & Cash Equivalents	\$ 77,165,643	\$ 68,101,594	\$ 9,064,049
Investments	11,493,405	13,021,178	(1,527,773)
Receivables	6,559,547	16,037,327	(9,477,780)
Prepaid Expenses	981,406	410,821	570,585
Inventory	740,087	723,774	16,314
<b>Total Current Assets</b>	<b>96,940,088</b>	<b>98,294,693</b>	<b>(1,354,605)</b>
<b>Non-Current Assets</b>			
Restricted Cash	679,369	679,949	(580)
Capital Assets:			
Land	17,394,147	17,394,147	-
Land Improvements	12,158,726	12,158,726	-
Machinery & Equipment	5,250,731	5,250,731	-
Vehicles	92,951,436	93,064,847	(113,411)
Computers & Software	1,791,431	1,791,431	-
Intangible Assets	16,997,155	16,997,155	-
Construction in Progress	4,195,497	4,053,674	141,823
Other Capital Assets, Net	251,986,070	251,986,070	-
Accumulated Depreciation	(103,761,795)	(102,899,666)	(862,129)
<b>Total Non-Current Assets</b>	<b>299,642,767</b>	<b>300,477,064</b>	<b>(834,298)</b>
<b>Total Assets</b>	<b>396,582,854</b>	<b>398,771,757</b>	<b>(2,188,903)</b>
<b>Deferred Outflow of Resources</b>			
Deferred Outflows Related to Pensions	421,130	421,130	-
<b>Total Deferred Outflow of Resources</b>	<b>421,130</b>	<b>421,130</b>	<b>-</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable	-	-	-
Accrued Liabilities and Other	1,557,893	1,441,256	116,637
Unearned Revenues	2,806,671	2,794,114	12,557
Interest Payable	39,892	19,946	19,946
<b>Total Current Liabilities</b>	<b>4,404,455</b>	<b>4,255,316</b>	<b>149,140</b>
<b>Non-Current Liabilities</b>			
Rail Easement Payable	700,000	800,000	(100,000)
Bonds Payable	21,265,000	21,265,000	-
Net Pension Liability	65,492	65,492	-
<b>Total Non-Current Liabilities</b>	<b>22,030,492</b>	<b>22,130,492</b>	<b>(100,000)</b>
<b>Total Liabilities</b>	<b>26,434,947</b>	<b>26,385,808</b>	<b>49,140</b>
<b>Deferred Inflow of Resources</b>			
Deferred Inflows Related to Pensions	152,490	152,490	-
<b>Total Deferred Inflow of Resources</b>	<b>152,490</b>	<b>152,490</b>	<b>-</b>
<b>Net Position</b>			
Net Investment in Capital Assets	283,862,326	283,862,326	-
Unrestricted	77,781,216	77,781,216	-
Change in Net Position	8,773,005	11,011,048	(2,238,043)
<b>Total Net Position</b>	<b>\$ 370,416,547</b>	<b>\$ 372,654,590</b>	<b>\$ (2,238,043)</b>



# NORTH TEXAS MOBILITY CORPORATION

CHANGE IN NET POSITION  
MONTH AND YEAR TO DATE AS OF MAY 31, 2022  
(UNAUDITED)

Description	Month Ended May 31, 2022			Year to Date May 31, 2022			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>Operating Expenses</b>							
Salary, Wages and Benefits	\$ 421,799	\$ 510,441	\$ 88,642	\$ 3,713,356	\$ 4,629,705	\$ 916,349	\$ 6,661,164
Outsourced Services and Charges	44,038	38,025	(6,013)	322,109	303,506	(18,603)	452,892
Materials and Supplies	-	150	150	375	1,302	927	1,936
Insurance	6,982	7,635	653	24,117	58,816	34,699	89,337
Employee Development	5,117	7,145	2,028	10,065	41,060	30,995	58,660
<b>Total Operating Expenses</b>	<u>477,935</u>	<u>563,396</u>	<u>85,461</u>	<u>4,070,022</u>	<u>5,034,389</u>	<u>964,367</u>	<u>7,263,989</u>
<b>Income (Loss) before Transfers</b>	(477,935)	(563,396)	85,461	(4,070,022)	(5,034,389)	964,367	(7,263,989)
Transfers In	<u>477,935</u>	<u>563,396</u>	<u>(85,461)</u>	<u>4,070,022</u>	<u>5,034,389</u>	<u>(964,367)</u>	<u>7,263,989</u>
<b>Total Transfers</b>	<u>477,935</u>	<u>563,396</u>	<u>(85,461)</u>	<u>4,070,022</u>	<u>5,034,389</u>	<u>(964,367)</u>	<u>7,263,989</u>
<b>Change in Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (0)</u>



# NORTH TEXAS MOBILITY CORPORATION

## STATEMENT OF NET POSITION AS OF MAY 31, 2022 (UNAUDITED)

	May 31, 2022	April 30, 2022	Change
<b>Assets</b>			
Cash & Cash Equivalents	\$ 254,578	\$ 252,679	\$ 1,899
Receivables	-	-	-
Prepaid Expenses	27,927	34,908	(6,982)
<b>Total Assets</b>	<u>282,505</u>	<u>287,587</u>	<u>(5,082)</u>
<b>Liabilities</b>			
Accounts Payable	-	-	-
Accrued Liabilities and Other	282,505	287,587	(5,082)
<b>Total Liabilities</b>	<u>282,505</u>	<u>287,587</u>	<u>(5,082)</u>
<b>Net Position</b>			
Change in Net Position	-	-	-
<b>Total Net Position</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

## DENTON COUNTY TRANSPORTATION AUTHORITY

## CAPITAL PROJECTS BUDGET REPORT

AS OF MAY 31, 2022

Capital Project Number/Name	Project Budget	May 2022 Actuals Booked	Actuals Life To Date	\$ Under/ (Over) Budget	% of Budget (As of May 2022 Close)
Construction Work in Progress					
G&A Capital Projects					
Total 10302 · Infrastructure Acquisition	3,251,990	-	2,617,009	634,981	80%
Total 10404 · Backup Infrastructure Upgrade	45,000	-	-	45,000	0%
Total 10702 · Transportation Reinvestment Program - FY21	100,000	-	52,473	47,527	52%
Close-Out to Operating Expense	(18,557)	-	(18,557)		
Net Remaining · Transportation Reinvestment Program - FY21	81,444	-	33,916	47,527	
Total 10702.1 · Transportation Reinvestment Program FY21 - Denton	3,424,946	-	5,682	3,419,264	0%
Close-Out to Operating Expense	(5,173)	-	(5,173)		
Net Remaining · Transportation Reinvestment Program FY21 - Denton	3,419,773	-	509	3,419,264	
Total 10702.2 · Transportation Reinvestment Program FY21 - Highland Village	379,591	-	2,358	377,233	1%
Close-Out to Operating Expense	(2,358)	-	(2,358)		
Net Remaining · Transportation Reinvestment Program FY21 - Highland Village	377,233	-	-	377,233	
Total 10702.3 · Transportation Reinvestment Program FY21 - Lewisville	3,837,597	-	3,987	3,833,610	0%
Close-Out to Operating Expense	(3,710)	-	(3,710)		
Net Remaining · Transportation Reinvestment Program FY21 - Lewisville	3,833,887	-	278	3,833,610	
Total 10703 · Transportation Reinvestment Program - FY22	100,000	-	-	100,000	0%
Total 10703.1 · Transportation Reinvestment Program FY22 - Denton	4,263,151	-	-	4,263,151	0%
Total 10703.2 · Transportation Reinvestment Program FY22 - Highland Village	450,500	-	-	450,500	0%
Total 10703.3 · Transportation Reinvestment Program FY22 - Lewisville	5,019,354	-	-	5,019,354	0%
<b>Total G&amp;A Capital Projects</b>	<b>20,842,332</b>	<b>-</b>	<b>2,651,711</b>	<b>18,190,620</b>	<b>13%</b>
Bus Capital Projects					
Total 50307 · Major Maintenance - Bus 2022	179,530	-	-	179,530	0%
Total 50411 · Integrated Fare Payment	600,000	-	-	600,000	0%
Total 50412 · Bus OMF Network Video Recorder	26,000	-	-	26,000	0%
Total 50413 · DDTC Rail Fiber Extension	125,000	5,528	5,528	119,472	4%
<b>Total Bus Capital Projects</b>	<b>930,530</b>	<b>5,528</b>	<b>5,528</b>	<b>925,002</b>	<b>1%</b>
Rail Capital Projects					
Total 61302 · Joint Rail Operations Facility (JROF)	2,794,840	24,966	74,525	2,720,315	3%
Total 61406.1 · Positive Train Control Implementation	16,720,141	-	16,124,220	595,921	96%
Close-Out to Capitalized Assets	(16,022,566)	-	(16,022,566)		
Net Remaining · Positive Train Control Implementation	697,575	-	101,654	595,921	
Total 61406.2 · Positive Train Control Enhancements	5,000,000	-	148,180	4,851,820	3%
Total 61605 · Brownfield Remediation	420,000	805	413,451	6,549	98%
Close-Out to Operating Expenses	(366,448)	-	(366,448)		
Net Remaining · Brownfield Remediation	53,552	805	47,003	6,549	
Total 61723.1 · Canopy Repairs 2021	486,127	110,523	285,999	200,128	59%
Close-Out to Operating Expenses	(65,055)	-	(65,055)		
Net Remaining · Canopy Repairs 2021	421,072	110,523	220,944	200,128	
Total 61724 · Major Maintenance-Rail 2022	1,836,442	-	945,952	890,490	52%
<b>Total Rail Capital Projects</b>	<b>10,803,481</b>	<b>136,295</b>	<b>1,538,258</b>	<b>9,265,223</b>	<b>14%</b>
<b>Total Construction Work in Progress</b>	<b>\$ 32,576,342</b>	<b>\$ 141,823</b>	<b>\$ 4,195,497</b>	<b>\$ 28,380,845</b>	<b>13%</b>



## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Hilltop Securities Asset Management in the amount of \$150,000 for Investment Advisory Services for a contract term of August 1, 2022 through July 31, 2025, with the option to renew for two (2) additional one (1) year terms through July 31, 2027

### Recommendation

Staff recommends the Board authorize the Interim CEO to execute a contract with Hilltop Securities Asset Management for Investment Advisory Services for a total estimated award of \$150,000.

### Background

The current contract with Hilltop Securities Asset Management will expire on August 17, 2022. A Request For Proposal (RFP) was released on March 23, 2022, on BidSync for Investment Advisory Services. DCTA received four (4) proposals on April 20, 2022. Staff reviewed the proposals based on qualifications and experience, the scope of work, project approach, and overall cost. The following companies submitted proposals.

- Chandler Asset Management, Inc.
- Hilltop Securities Asset Management
- Meeder Public Funds, Inc.
- Valley View Consulting, L.L.C.

Staff conducted a review and evaluation of the proposals received and recommends award to Hilltop Securities Asset Management.

### Previous Board Activity & Action

- April 28, 2022, Board Meeting Informational Report

### Identified Need

This contract will provide ongoing support to ensure prudent management of DCTA's investment portfolio and will assist staff with reporting and compliance required by the Public Funds Investment Act and DCTA's Investment policy.

### Financial Impact

The agreement is for an initial three (3) year term to begin August 1, 2022, continuing through and including July 31, 2025, with the option to extend for two additional one-year terms through July 31, 2027. The proposed fee structure combines a fixed annual fee and an asset-based fee as outlined below. The total estimated cost for the contract is \$150,000 over the initial three (3) year term and two (2) optional years based on the current investment portfolio balance estimate of \$75 million, which is \$30,000 annually. The FY2022 cost is included within the FY2022 budget; the contract cost for future years will be incorporated within the proposed annual budget.

Estimated annually cost on a \$75M portfolio: \$30,000

\$50M = \$20,000 fixed fee

\$25M X .04% = \$10,000

Portfolio Balance	Fee Structure
Up to \$50 million	Fixed Fee \$20,000 annually (\$5,000 per quarter)



\$50 - \$100 million	0.04%, Asset-Based Fee of (4) basis points (1/25 <sup>th</sup> of 1% or 0.04%), based on the portfolio's average month-end book value
Over \$100 million	0.02%, Asset-Based Fee of (2) basis points (1/50 <sup>th</sup> of 1% or 0.02%), based on the portfolio's average month-end book value

### Exhibits

Exhibit 1: Request for Proposal 22-05

Exhibit 2: Hilltop Securities Asset Management Proposal

Exhibit 3: Evaluation Consensus Scores

Submitted By: *Geri Osinaike*  
Geri Osinaike, Senior Procurement Specialist

Final Review: *David Leininger*  
David Leininger, Interim Chief Financial Officer



## **Solicitation 22-05**

### **Investment Advisory Services**

#### **Bid Designation: Public**



**Denton County Transportation Authority**

## Bid 22-05 Investment Advisory Services

Bid Number **22-05**  
Bid Title **Investment Advisory Services**

Bid Start Date **Mar 23, 2022 9:12:38 AM CDT**  
Bid End Date **Apr 20, 2022 4:00:00 PM CDT**  
Question & Answer End Date **Apr 15, 2022 5:00:00 PM CDT**

Bid Contact **Geraldine Osinaike**  
**972-221-4600**  
**gosinaike@dcta.net**

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

Bid Comments **Denton County Transportation Authority ("DCTA") is soliciting Request for Proposals (RFP) for Investment Advisory Services.**  
  
**Added on Apr 14, 2022:**  
**Addendum 1 has been issued. Please sign and include it in the proposal.**

### Addendum # 1

New Documents **Addendum 1 RFP 22-05 Investment Advisory Services.pdf**

### Item Response Form

Item **22-05--01-01 - Proposal**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Denton County Transportation Authority**  
No Location Specified

Qty 1

**Description**  
Proposal up loaded



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Proposals (RFP) 22-05		
<b>TITLE</b>	Investment Advisory Services		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE-PROPOSAL/SITE MEETING DATE</b>		<b>PRE-PROPOSAL/SITE MEETING LOCATION</b>	N/A
<b>QUESTIONS DUE</b>	April 11, 2022, by 2:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	April 15, 2022, by 5:00 pm CST
<b>DUE DATE/TIME</b>	April 20, 2022, at 4:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted, and no verbal replies will be provided. 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 proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Geri Osinaike <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>1. Prior to the time and date indicated above, it is preferred, that all proposals be received electronically at <a href="http://www.bidsync.com">www.bidsync.com</a></p> <p>2. Prior to the time and date indicated above, proposal packages, not submitted electronically must be hand-delivered or mailed to Procurement at:</p> <p><b>DCTA</b> 1955 Lakeway Drive, Suite 260 ATTN: Geri Osinaike SOLICITATION 22-05 Lewisville, Texas 75057</p> <p><b>Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> All proposals shall be submitted in a sealed package with the company name and RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## SECTION I: GENERAL PROCUREMENT INFORMATION

1. Overview: The Denton County Transportation Authority (DCTA) is a Coordinated County Transportation Authority as defined in Chapter 460 of the Texas Transportation Code. It is granted power under this Texas law to plan, develop, acquire, construct, own, operate, and maintain a public transportation system in Denton County. DCTA is requesting proposals from qualified vendors for investment advisory services. The DCTA requires the services of a qualified Investment Advisory to:
  1. Provide monthly reports detailing portfolio position, activity, earnings and performance. These reports should include mark-to-market valuation and other information to report investment holdings under Governmental Accounting Standards Board (GASB) Statement 31.
  2. Provide quarterly and year-end investment reports to comply with Texas state law. These reports should contain a description of market conditions, portfolio performance, and investment strategies. All reporting must comply with the Texas Public Funds Investment Act.
  3. Provide non-discretionary management of the investment portfolio by acting in an advisory and administrative capacity within the guidelines of the DCTA's investment policy.
  4. Assist in developing, reviewing, and/or revising the DCTA's investment policy to ensure compliance with Texas Public Funds Investment Act (PFIA) and incorporate legislation if required.
  5. Explain the selection process for portfolio changes and execute investment purchases.
  6. Review and evaluate safekeeping and custodial procedures.
  7. Review cash and short term investment management procedures and propose improvements to the current program.
  8. Establish procedures for assuring and documenting competitive prices for security transactions.
  9. Provide strategies for enhancing portfolio performance while adhering to the PFIA, DCTA's investment policy, and cash flow needs.
  10. Monitor the creditworthiness of financial institutions and investments in the portfolio.
2. **DCTA Portfolio Description:** As of December 31, 2021, the DCTA held cash and investment balances with a market value of \$75.0 million. This amount includes \$0.7 million in bond proceeds to be used for capital projects and \$12.7 million held as an operating reserve. As of December 31, 2021, the funds were invested as indicated below:

Type	% of Portfolio	Market Value
Pools	85.74%	\$ 64,290,338
Money Market Funds	0.50%	374,009
Bank Deposits	0.93%	698,004
Agencies	6.81%	5,102,439
Treasuries	6.02%	4,512,450
Total Investments	100.00%	\$ 74,977,240

More information on DCTA is available at [www.dcta.net](http://www.dcta.net).

3. Procurement Schedule: Dates and times are subject to change; any changes will be issued by addenda.

DATE	TIME	EVENT
April 11, 2022	2:00pm CST	Questions Due from Vendors
April 15, 2022	5:00pm CST	Answers to Questions Released
April 20, 2022	4:00pm CST	Proposals Due
June 2022	N/A	Anticipated Award of Contract

4. Questions and 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. All questions and requests for clarifications shall be directed to:

Geri Osinaike  
Senior Procurement Specialist  
submitted via BidSync at [www.bidsync.com](http://www.bidsync.com)

5. Receipt of Proposal: Prior to the time and date indicated above, all Proposal Packages shall be electronically delivered to the Purchasing Department via BidSync or address listed below. Proposal packages received after the due time and date shall not be considered

Proposals shall be delivered to:  
DCTA Procurement Department  
1955 Lakeway Drive, Ste. 260  
Lewisville, TX 75057

Proposals must have the company name and RFP number clearly marked.

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 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 proposers.

6. Acceptance Period: Proposals shall remain valid for a period of ninety (90) calendar days from the date of submission. If a Best and Final Offer is requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.
7. Late Proposals: Any proposal received after the date and time specified shall be considered late and will not be considered in the award of contract.
8. 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.
9. 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.
10. Board Approval: Approval by the DCTA's Board of Directors is required on this contract. Award is anticipated at the June 2022 meeting.
11. 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.
12. 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.

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 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 proposers, to add and delete items and/or to order from multiple vendors.

## SECTION II: 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 contract will be for three (3) years commencing August 1, 2022, through and including July 31, 2025, with the option to renew for two (2) additional one (1) year terms through July 31, 2027.

### 3. BACKGROUND

DCTA is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73 percent. A special election was then held in September 2003, which provided a dedicated half-cent sales tax to fund DCTA by the cities of Denton, Highland Village, and Lewisville. The DCTA Board of Directors is governed by a five voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. To learn more about how DCTA is shaping the future of North Texas, visit [RideDCTA.net](https://RideDCTA.net).

### 4. SCOPE OF SERVICES:

#### A. Initial Work

Upon award of contract, Investment Advisory Service will be required to:

1. Review investment policy for the advisory's full understanding and agreement.
2. Establish brokerage accounts, as needed, to give a range of primary and regional broker/dealers and act as DCTA's agent.
3. Bring broker/dealers into full compliance with DCTA policy guidelines and standards.
4. Tailor reporting formats required by DCTA for management and detail reporting.
5. Develop a performance and risk assessment benchmark for the portfolio as necessary.

#### B. Portfolio Management Services

Throughout the term of the contract, the investment advisory will be required to:

1. Structure the portfolio for maximum usage of market and cash assets within agreed upon cash flow and policy parameters.
2. Monitor the portfolio regularly for trade possibilities and restructures as necessary to maneuver in the market.
3. Review investment policy as markets change and suggest revisions as necessary, but at least annually, providing a letter to DCTA staff documenting the review.
4. Communicate material market events, economic evaluations, significant and specific market changes to DCTA via e-mail.
5. Price all securities for reporting and valuation purposes.
6. Clear and settle all trades into DCTA's financial institution.
7. Verify and price all collateral pledged to the DCTA.
8. Initiate periodic conference calls to communicate market and portfolio information.

### C. Reporting Services

Throughout the term of the contract, the investment advisory will be required to:

1. Provide monthly and quarterly reports on complete portfolio positions including all detail and summary information (book/market/yield/weighted average maturity/benchmarks/etc.).
2. Ensure all reports conform to GAAP and GASB requirements and state and local statutes.
3. Provide annual GASB 3, 31, and 40 reporting for the portfolio and future pronouncements that are applicable to DCTA.
4. Provide regular e-mails on positions and market conditions.
5. Make semi-annual or annual presentations to the Board of Directors (at DCTA's preference).

### D. Supplemental Cash Management Assistance

Throughout the term of the contract, the investment advisory may be asked to:

1. Develop and periodically review internal procedures.
2. Assist in depository banking contract review, bidding for service, and contract evaluation.
3. Provide training on cash handling.
4. Assist, if desired, in achieving certification of the policy through a national or state organization.

### **SECTION III: 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 in compliance with Texas Government Code 2251.030.

Proposer's invoices for the services rendered shall be emailed to the following e-mail address:

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

## **9. ASSIGNMENT**

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



## **10. VENUE**

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

## **11. INDEPENDENT CONTRACTOR**

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

## **12. TERMINATION / DISPUTE RESOLUTION**

### **Termination for Convenience of DCTA**

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

### **Termination for Default**

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

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

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

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

### **Termination of Force Majeure**

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

### **Disputes**

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

## **13. PROTEST PROCEDURES**

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

#### **14. ADMINISTRATIVE REMEDIES**

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

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

#### **15. OPEN RECORDS**

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

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

#### **16. CONTRACT**

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

#### **17. PROHIBITION OF BOYCOTT ISRAEL**

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

**18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES**

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

**19. PROHIBITION OF BOYCOTT ENERGY COMPANIES**

Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**20. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.**

Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. INSPECTION OF WORK**

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

**28. 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.

**29. 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.

**30. 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.

**31. MAINTENANCE OF RECORDS**

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

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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>

**42. 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

#### **43. 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.

#### **44. 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.

#### **45. 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.

#### **46. 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.

#### **47. 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.



## SECTION IV: INSURANCE REQUIREMENTS

### RFP 22-05 revision 3-14-2022

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

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

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 (ERRORS & OMISSIONS)**

Or equivalent coverage customary to the investment advisory services industry

Per claim .....\$1,000,000

**ADDITIONAL INSURED:**

The Commercial General Liability and Business Automobile Liability policies shall 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 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. For policies dedicated to a specific project or with a separate aggregate limit for a specific project, 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. 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.

Certificate Holder  
Denton County Transportation Authority  
PO Box 96  
Lewisville TX 75067

**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.

**SECTION V: 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:

<b>SCORING CRITERIA</b>	<b>WEIGHT</b>
<b>Qualification and Experience:</b> Qualifications, experience, and performance on comparable engagements. Quality of key personnel assigned to the engagement <b>References:</b>	40
<b>Investment Management Approach and Reporting Capabilities:</b> Quality of proposal, organization of the work, and demonstrated understanding of DCTA's needs	30
<b>Price:</b> Proposed professional fees	30
<b>Total</b>	100
<b>Required Forms and Certifications:</b> All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.	Pass/Fail

**3. TECHNICAL EVALUATION**

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

**4. INTERVIEWS**

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

**5. BEST AND FINAL OFFER**

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

**6. CONTRACT AWARD**

DCTA intends to select a firm. 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.

## SECTION VI: PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8-1/2" x 11" paper and should describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent. The proposal shall not exceed 30 single-sided pages. All information must be assembled and indexed in the order described below.

The page count shall not include:

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

### Method of Delivery:

Electronically: DCTA prefers to receive proposals electronically through Periscope S2G. Copies of the documents are available for download at [www.bidsync.com](http://www.bidsync.com).

Hardcopy: The respondent shall submit one (1) signed hardcopy original, three (3) hard copies, and one (1) electronic copy in a searchable format (USB Flash Drive). The proposal is clearly marked with the contents and RFP number on the outside and the company name.

Each proposal shall include the following information:

### LETTER OF TRANSMITTAL

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

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- 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.
- Provide a list of any and all exceptions taken to the solicitation, if there are none include a statement no exceptions taken. Provide the section number, the language and describe the exception taken included with the cover letter/letter of transmittal. These pages will not be part of the total page count.

**TAB 1: QUALIFICATIONS AND EXPERIENCE**

- Briefly introduce firm, including general experience and history in public finance, date founded, ownership, and any relationships with other financial institutions. Provide 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 team which will undertake this engagement.
- Experience of the firm in conducting similar work for governmental entities and/or public transportation agencies.
- Identify and provide professional resume(s) of all personnel to be involved in the engagement and a clear indication of the responsibilities of each. Include any professional designations and affiliations, certifications and licenses, or other information that will illustrate the technical competence of the proposed personnel.
- State the dollar value of the assets and the number of portfolios your firm has under direct and continuous management, categorized between public sector and other clients.
- Describe the experience of the firm in the last 36 months in providing services in similar size and scope, highlighting work in the public sector.
- Demonstrate the firm's knowledge and understanding of the services required by DCTA.
- Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.
- Any additional information which the consultant deems appropriate.

**TAB 2: INVESTMENT MANAGEMENT APPROACH AND REPORTING CAPABILITIES:**

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:

- A detailed description of the plan to achieve the necessary requirements and a plan for accomplishing this work.
- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firm's understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.

- Support availability (days of week and time)
- Steps for resolving problem escalation
- Response time and goal for resolving problems
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.
- Describe the ongoing training and support provided.
- Describe the data privacy and ownership of information provided by DCTA.
- Provide a detailed description of application security and connection.
- Provide a test/demo site, if available.

### **TAB 3: REFERENCES**

Provide a list of relevant client references for which similar services have been provided in the last 36 months (preferably public sector clients of similar size and larger) including contact person, title, address, and telephone number. Include information referencing the actual services performed and length of contract. Include at least four (4) current clients and two (2) former clients.

### **TAB 4: PRICING**

The proposed pricing shall include all costs necessary to fully complete the services. State how you propose to price your services and provide the applicable fee schedule. Identify any expenses that are not covered in the fee schedule and would be required in order to complete the services included in this RFP, the following pricing information:

- A proposed fee schedule and break-down of costs.

### **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.

- A copy of your firm's Form ADV as on file with the SEC.
- Proof of state registration as an investment advisory.
- A sample or proposed contract for services.

### **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
- Exhibit E      Prohibition of Boycott Energy Companies



- Exhibit F Prohibition of Boycott of Firearm Entity or firearm trade Association
- Exhibit G References
- Exhibit H Authorization for Release of Financial Information
- Information Attachment A Quarterly Investment Report 12-31-2021
- Information Attachment B Financial Management Policies including Investment Policy

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.

April 14, 2022

**ADDENDUM NO. One (1)**

**RFP 22-05**

**Investment Advisory Services**

**Changes:**

Section VI Tab 6, changes in red, page attached

**Questions & Answers:**

A list of all questions and responses is attached

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text and/or 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*

Geri Osinaike, CPPO, CPPB  
Senior Procurement Specialist

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative

- Exhibit F Prohibition of Boycott of Firearm Entity or firearm trade Association
- Exhibit G References
- ~~Exhibit H Authorization for Release of Financial Information~~
- Information Attachment A Quarterly Investment Report 12-31-2021
- Information Attachment B Financial Management Policies including Investment Policy

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.

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RFP 22-05 Investment Advisory Service  
Questions & Answers:

No	Date	Question	Response
1	4/5/2022	Can the DCTA disclose the amount they are currently paying for Investment Advisory Services and if it is on a fixed or asset-based scale?	Fixed fee \$12k/year for portfolio value less than \$30 million; 0.03%/year for portfolio value \$30 million - \$200 million; 0.01%/year for portfolio value greater than \$200 million
2	4/5/2022	Who does the DCTA currently use to safekeep investments and what is the fee for those services currently	Safekeeping is provided by DCTA's depository bank, Wells Fargo.
3	4/7/2022	Tab 6: Appendix lists an Exhibit H - Authorization for Release of Financial Information however it does not appear this is a document to be downloaded and Financials are not being requested elsewhere. Is this an optional section of the Tab?	See Addendum 1, Exhibit H is deleted from Tab 6



## 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:	<div></div>	<div></div>
	DATE OF COMPLETION IF APPLICABLE:	<div></div>	<div></div>
	CONTACT PERSON:	<div></div>	<div></div>
	COMPANY NAME:	<div></div>	<div></div>
	ADDRESS:	<div></div>	<div></div>
	TELEPHONE NUMBER:	<div></div>	<div></div>
	FAX NUMBER:	<div></div>	<div></div>
	EMAIL ADDRESS:	<div></div>	<div></div>
	PROJECT BUDGET:	<div></div>	<div></div>
2.	PROJECT:	<div></div>	<div></div>
	DATE OF COMPLETION IF APPLICABLE:	<div></div>	<div></div>
	CONTACT PERSON:	<div></div>	<div></div>
	COMPANY NAME:	<div></div>	<div></div>
	ADDRESS:	<div></div>	<div></div>
	TELEPHONE NUMBER:	<div></div>	<div></div>
	FAX NUMBER:	<div></div>	<div></div>

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:

---

## BIDDER'S QUESTIONNAIRE



1. Name of Contractor ("Business", herein)
2. Doing Business As (other business name if applicable)
3. Federal Tax ID Number
4. Business Mailing Address (include City/State/Zip Code)
5. Business Email Address:
6. Business Telephone  Business Fax Number
7. Business Type: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
8. Number of Years in Business
9. Annual Gross Revenue for the past three years (M=Millions) ☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M+
10. Number of Employees ☐ 100 or Less ☐ 101-500 ☐ 501-700 ☐ 751-1,000 ☐ 1,001+
11. Is Business a DBE Firm? ☐ Yes ☐ No
12. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No
13. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐  
White/Caucasian ☐ Other
14. Woman Owned? ☐ Yes ☐ No
15. Veteran Owned ☐ Yes ☐ No
16. Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☐ Professional service ☐ General/Technical Service
17. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No
18. Is any litigation pending against the Business? ☐ Yes ☐ No
19. Has the Business ever been declared "Not Responsible" ☐ Yes ☐ No
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No
21. Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☐ No
23. Is the Business in arrears upon a contract or debt?
24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☐ No
25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐  
Yes ☐ No
26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name



Title

Signature

Date

Email Address

*(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)*

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
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.		<b>OFFICE USE ONLY</b>
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 <sup>th</sup> 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. <input type="text"/>	
2	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (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 <sup>th</sup> 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.  <input type="text"/>	
4	Describe each affiliation or business relationship with a person who is a local government office and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.  <input type="text"/>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		<b>Page 2</b>
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

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 Boycott Energy Companies**

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

*Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.*

*Company is defined under Texas Government Code Section 809.001 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.” Section 2274.001 (2) excludes sole proprietorships from the definition of “Company”.*

*The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.*

---

"I,  (Name of certifying official), the  (title or position of certifying official) of  (name of company), verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Signature of Certifying Official

Title:

Date:



## Prohibition Boycott of Firearm Entity or Firearm Trade Association

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

*Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.*

*Company is defined under Section 2274.001 to mean “a for-profit 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 it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Signature of Certifying Official

Title:

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:





## Investment Portfolio Summary

### Denton County Transportation Authority



For the Quarter Ended

December 31, 2021

Prepared by  
HilltopSecurities Asset Management



## Table of Contents / Market Recap

### Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

#### MARKET RECAP - DECEMBER 2021:

The month of December was a headscratcher. Omicron cases absolutely exploded, becoming the dominant strain within three weeks of detection, while new daily COVID cases smashed the previous high from last January and quickly climbed toward the one million new cases per day mark. Fortunately, hospitalizations and fatalities haven't followed the same trajectory as prior strains, which supports the belief that the latest variant isn't nearly as severe. The front-loaded holiday spending season appeared to be solid, and GDP growth improved significantly from the previous quarter as indicated by the Atlanta's Fed's GDPNow measure of +7.4% as of January 4th. Usually, hiring is well correlated with economic growth, but the November employment report was a disappointment as only 210k jobs were added to company payrolls. Some of the miss can be blamed on faulty seasonal adjustment factors, but it's becoming clear that the labor market is very tight, which means continued pressure on wages.

As growth accelerated in the final quarter of another uneven year, and employers paid higher wages to attract and retain workers, inflation climbed higher. Both the Consumer Price Index (CPI) and Personal Consumption Expenditures (PCE) climbed to levels not seen since the early 80's, and Fed officials finally acknowledged that inflationary pressure would not be retreating any time soon. At the December FOMC meeting, committee members announced a doubling of the taper pace, which would effectively end asset purchases in mid-March. Fed officials also released an updated "dot plot" that was significantly more hawkish than the previous rate outlook. September's dot plot showed committee members were equally split on whether the first 25 bps hike would take place at the end of 2022 or the beginning of 2023. The updated December outlook clearly indicated three 25 bps hikes in 2022, with liftoff occurring as early as the second quarter. The most recent Bloomberg survey showed forecasts by U.S. economists mirrored Fed expectations. Yields climbed throughout month as the bond market adjusted to the dramatic shift in the outlook. The two-year Treasury note, trading at a yield of 0.26% in early October, ended December at 0.73% and would drift higher in the initial days of 2022.

The bond market ended the month of December having priced-in all three expected rate increases for the year 2022. Although at this point it would be a surprise if the Fed did not begin the tightening process in May or June, the past two years have introduced quite a few surprises. If inflation were to rise further in 2022, the Fed could hike more aggressively, but if prices retreat, the Fed would be afforded patience. Both the FOMC and the nation's economists expect inflationary pressure to fall; what's far from clear, with CPI at a 40-year high, is when this price moderation will start.

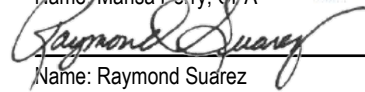

**Denton County Transportation Authority**  
**Investment Officers' Certification**
**For the Quarter Ended**  
**December 31, 2021**

This report is prepared for the **Denton County Transportation Authority** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Officer Names and Titles:**
  
 Name: Marisa Perry, CPA

Title: Chief Financial Officer/VP of Finance

  
 Name: Raymond Suarez

Title: Chief Executive Officer



# Denton County Transportation Authority

## Executive Summary

As of 12/31/21

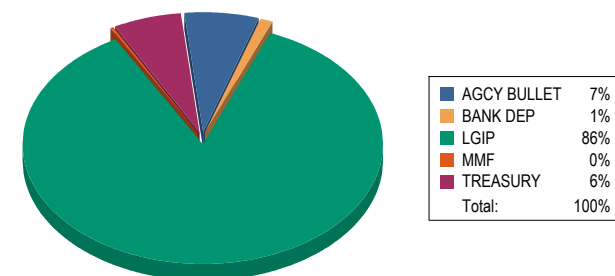
### Account Summary

Beginning Values as of 09/30/21

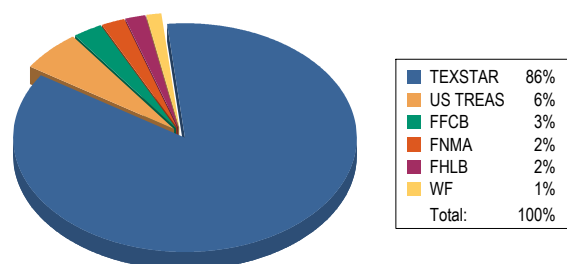
Ending Values as of 12/31/21

Par Value	69,470,313.39	74,932,350.76
Market Value	69,507,498.09	74,977,240.16
Book Value	69,500,589.61	74,981,132.86
Unrealized Gain/(Loss)	6,908.48	(3,892.70)
<b>Market Value %</b>	<b>100.01%</b>	<b>99.99%</b>
Weighted Avg. YTW	0.043%	0.044%
Weighted Avg. YTM	0.043%	0.044%

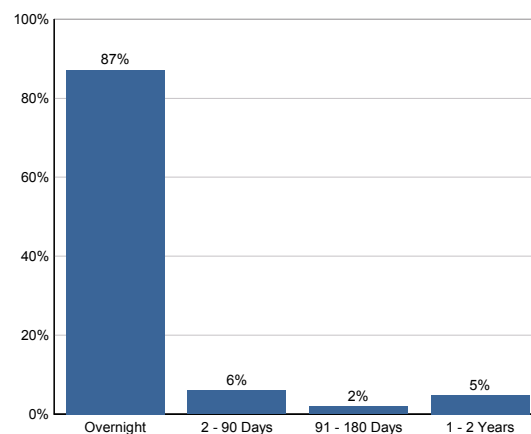
### Allocation by Security Type



### Allocation by Issuer

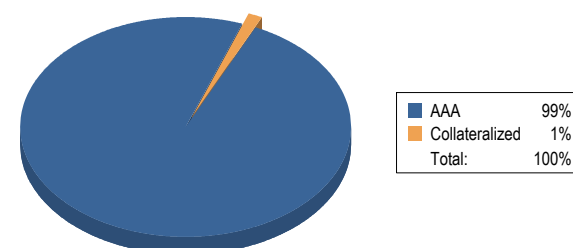


### Maturity Distribution %



Weighted Average Days to Maturity: 30

### Credit Quality

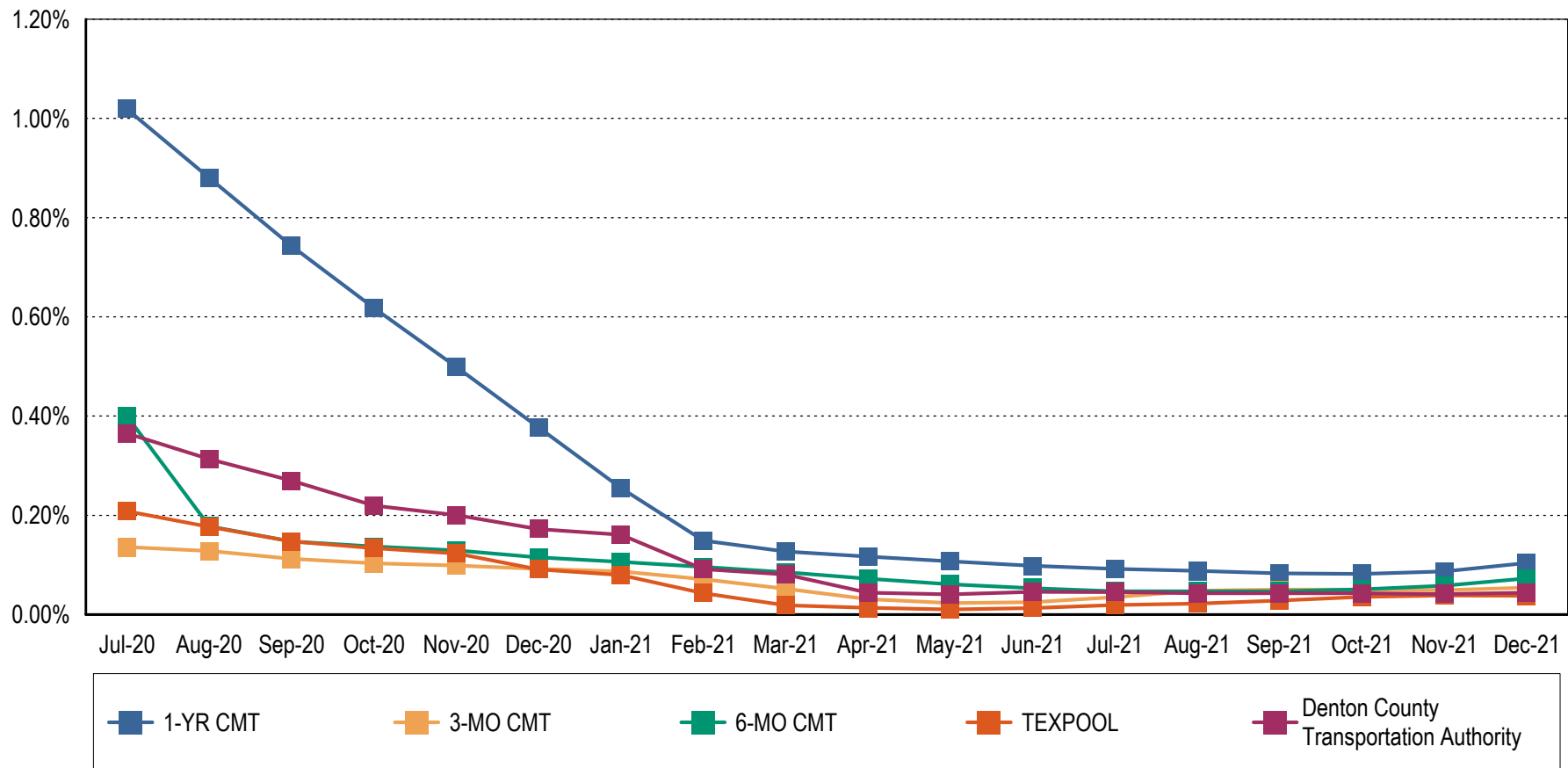




# Denton County Transportation Authority

## Benchmark Comparison

As of 12/31/2021



**Note 1:** CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

**Note 2:** Benchmark data for TexPool is the monthly average yield.

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Detail of Security Holdings**  
*As of 12/31/2021*

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2011 Bond Fund</b>																	
WF-MANA		BANK DEP	Wells Fargo Managed Rate					698,003.95	100.000	698,003.95	698,003.95	100.000	698,003.95	1		0.160	0.160
<b>Total for 2011 Bond Fund</b>								<b>698,003.95</b>	<b>100.000</b>	<b>698,003.95</b>	<b>698,003.95</b>	<b>100.000</b>	<b>698,003.95</b>	<b>1</b>		<b>0.160</b>	<b>0.160</b>
<b>Additional Reserve Fund</b>																	
TEXSTAR		LGIP	TexSTAR					1,014,823.08	100.000	1,014,823.08	1,014,823.08	100.000	1,014,823.08	1		0.014	0.014
<b>Total for Additional Reserve Fund</b>								<b>1,014,823.08</b>	<b>100.000</b>	<b>1,014,823.08</b>	<b>1,014,823.08</b>	<b>100.000</b>	<b>1,014,823.08</b>	<b>1</b>		<b>0.014</b>	<b>0.014</b>
<b>Bond Fund</b>																	
TEXSTAR		LGIP	TexSTAR					678,055.22	100.000	678,055.22	678,055.22	100.000	678,055.22	1		0.014	0.014
<b>Total for Bond Fund</b>								<b>678,055.22</b>	<b>100.000</b>	<b>678,055.22</b>	<b>678,055.22</b>	<b>100.000</b>	<b>678,055.22</b>	<b>1</b>		<b>0.014</b>	<b>0.014</b>
<b>Operating Fund</b>																	
WF-SWEEP		MMF	Wells Fargo Sweep					374,008.95	100.000	374,008.95	374,008.95	100.000	374,008.95	1		0.000	0.000
<b>Total for Operating Fund</b>								<b>374,008.95</b>	<b>100.000</b>	<b>374,008.95</b>	<b>374,008.95</b>	<b>100.000</b>	<b>374,008.95</b>	<b>1</b>		<b>0.000</b>	<b>0.000</b>
<b>Reserve Fund</b>																	
TEXSTAR		LGIP	TexSTAR					3,096,570.08	100.000	3,096,570.08	3,096,570.08	100.000	3,096,570.08	1		0.014	0.014
912828H86	02/12/21	TREAS NOTE	U.S. Treasury	1.500	01/31/22			1,500,000.00	101.367	1,520,507.81	1,501,729.52	100.110	1,501,648.50	31		0.085	0.085
313378CR0	03/13/20	AGCY BULET	FHLB	2.250	03/11/22			1,500,000.00	103.110	1,546,650.00	1,504,571.09	100.406	1,506,083.10	70		0.677	0.677
912828ZG8	02/22/21	TREAS NOTE	U.S. Treasury	0.375	03/31/22			1,500,000.00	100.328	1,504,921.88	1,501,092.66	100.068	1,501,017.00	90		0.077	0.077
912828XR6	04/20/21	TREAS NOTE	U.S. Treasury	1.750	05/31/22			1,500,000.00	101.852	1,527,773.44	1,510,289.31	100.652	1,509,784.50	151		0.085	0.085
3135G0T94	10/14/21	AGCY BULET	FNMA	2.375	01/19/23			1,570,000.00	102.713	1,612,594.10	1,605,395.60	102.054	1,602,246.70	384		0.224	0.224
3133EMH96	06/25/21	AGCY BULET	FFCB	0.125	06/14/23			2,000,000.00	99.709	1,994,180.00	1,995,703.92	99.705	1,994,109.60	530		0.273	0.273
<b>Total for Reserve Fund</b>								<b>12,666,570.08</b>	<b>101.085</b>	<b>12,803,197.31</b>	<b>12,715,352.18</b>	<b>100.360</b>	<b>12,711,459.48</b>	<b>172</b>		<b>0.184</b>	<b>0.184</b>

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Detail of Security Holdings**  
*As of 12/31/2021*

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Sales Tax Fund</b>																	
TEXSTAR		LGIP	TexSTAR					59,500,889.48	100.000	59,500,889.48	59,500,889.48	100.000	59,500,889.48	1		0.014	0.014
<b>Total for Sales Tax Fund</b>								<b>59,500,889.48</b>	<b>100.000</b>	<b>59,500,889.48</b>	<b>59,500,889.48</b>	<b>100.000</b>	<b>59,500,889.48</b>	<b>1</b>		<b>0.014</b>	<b>0.014</b>
<b>Total for Denton County Transportation Authority</b>								<b>74,932,350.76</b>	<b>100.184</b>	<b>75,068,977.99</b>	<b>74,981,132.86</b>	<b>100.061</b>	<b>74,977,240.16</b>	<b>30</b>		<b>0.044</b>	<b>0.044</b>

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Change in Value**  
**From 09/30/2021 to 12/31/2021**

CUSIP	Security Type	Security Description	09/30/21 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/21 Book Value	09/30/21 Market Value	12/31/21 Market Value	Change in Mkt Value
<b>2011 Bond Fund</b>											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	697,722.51	281.44	0.00	0.00	0.00	698,003.95	697,722.51	698,003.95	281.44
<b>Total for 2011 Bond Fund</b>			<b>697,722.51</b>	<b>281.44</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>698,003.95</b>	<b>697,722.51</b>	<b>698,003.95</b>	<b>281.44</b>
<b>Additional Reserve Fund</b>											
TEXSTAR	LGIP	TexSTAR	1,014,793.97	29.11	0.00	0.00	0.00	1,014,823.08	1,014,793.97	1,014,823.08	29.11
<b>Total for Additional Reserve Fund</b>			<b>1,014,793.97</b>	<b>29.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,014,823.08</b>	<b>1,014,793.97</b>	<b>1,014,823.08</b>	<b>29.11</b>
<b>Bond Fund</b>											
TEXSTAR	LGIP	TexSTAR	8,054.90	670,000.32	0.00	0.00	0.00	678,055.22	8,054.90	678,055.22	670,000.32
<b>Total for Bond Fund</b>			<b>8,054.90</b>	<b>670,000.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>678,055.22</b>	<b>8,054.90</b>	<b>678,055.22</b>	<b>670,000.32</b>
<b>Operating Fund</b>											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-SWEEP	MMF	Wells Fargo Sweep	724,243.28	84,506.87	(434,741.20)	0.00	0.00	374,008.95	724,243.28	374,008.95	(350,234.33)
<b>Total for Operating Fund</b>			<b>724,243.28</b>	<b>84,506.87</b>	<b>(434,741.20)</b>	<b>0.00</b>	<b>0.00</b>	<b>374,008.95</b>	<b>724,243.28</b>	<b>374,008.95</b>	<b>(350,234.33)</b>
<b>Reserve Fund</b>											
TEXSTAR	LGIP	TexSTAR	3,216,679.36	62.47	(120,171.75)	0.00	0.00	3,096,570.08	3,216,679.36	3,096,570.08	(120,109.28)
WF-PREM	BANK DEP	Wells Fargo Premium Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	1,507,033.34	0.00	0.00	(5,303.82)	0.00	1,501,729.52	1,507,218.75	1,501,648.50	(5,570.25)
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	1,510,448.21	0.00	0.00	(5,877.12)	0.00	1,504,571.09	1,514,404.95	1,506,083.10	(8,321.85)
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	1,502,222.15	0.00	0.00	(1,129.49)	0.00	1,501,092.66	1,502,343.75	1,501,017.00	(1,326.75)
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	1,516,575.86	0.00	0.00	(6,286.55)	0.00	1,510,289.31	1,516,757.85	1,509,784.50	(6,973.35)
3133EMCH3	AGCY CALL	FFCB 0.160 10/13/22	1,499,030.22	0.00	(1,500,000.00)	31.23	938.55	0.00	1,499,961.00	0.00	(1,499,961.00)
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	0.00	1,612,594.10	0.00	(7,198.50)	0.00	1,605,395.60	0.00	1,602,246.70	1,602,246.70
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	1,994,966.44	0.00	0.00	737.48	0.00	1,995,703.92	1,996,498.40	1,994,109.60	(2,388.80)
<b>Total for Reserve Fund</b>			<b>12,746,955.58</b>	<b>1,612,656.57</b>	<b>(1,620,171.75)</b>	<b>(25,026.77)</b>	<b>938.55</b>	<b>12,715,352.18</b>	<b>12,753,864.06</b>	<b>12,711,459.48</b>	<b>(42,404.58)</b>



Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Change in Value**  
*From 09/30/2021 to 12/31/2021*

CUSIP	Security Type	Security Description	09/30/21 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/21 Book Value	09/30/21 Market Value	12/31/21 Market Value	Change in Mkt Value
<b>Sales Tax Fund</b>											
TEXSTAR	LGIP	TexSTAR	54,308,819.37	5,192,070.11	0.00	0.00	0.00	59,500,889.48	54,308,819.37	59,500,889.48	5,192,070.11
<b>Total for Sales Tax Fund</b>			<b>54,308,819.37</b>	<b>5,192,070.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59,500,889.48</b>	<b>54,308,819.37</b>	<b>59,500,889.48</b>	<b>5,192,070.11</b>
<b>Total for Denton County Transportation Authority</b>											
			<b>69,500,589.61</b>	<b>7,559,544.42</b>	<b>(2,054,912.95)</b>	<b>(25,026.77)</b>	<b>938.55</b>	<b>74,981,132.86</b>	<b>69,507,498.09</b>	<b>74,977,240.16</b>	<b>5,469,742.07</b>

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Earned Income**  
*From 09/30/2021 to 12/31/2021*

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2011 Bond Fund</b>									
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	281.44	281.44	0.00	0.00	0.00	281.44
<b>Total for 2011 Bond Fund</b>			<b>0.00</b>	<b>281.44</b>	<b>281.44</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>281.44</b>
<b>Additional Reserve Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	29.11	29.11	0.00	0.00	0.00	29.11
<b>Total for Additional Reserve Fund</b>			<b>0.00</b>	<b>29.11</b>	<b>29.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29.11</b>
<b>Bond Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	0.32	0.32	0.00	0.00	0.00	0.32
<b>Total for Bond Fund</b>			<b>0.00</b>	<b>0.32</b>	<b>0.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.32</b>
<b>Operating Fund</b>									
<b>Total for Operating Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Reserve Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	88.81	88.81	0.00	0.00	0.00	88.81
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	3,790.76	5,625.00	0.00	0.00	9,415.76	(5,303.82)	321.18
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	1,875.00	8,437.50	0.00	0.00	10,312.50	(5,877.12)	2,560.38
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	15.45	1,421.71	0.00	0.00	1,437.16	(1,129.49)	292.22
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	8,821.72	6,610.97	13,125.00	0.00	2,307.69	(6,286.55)	324.42
3133EMCH3	AGCY CALL	FFCB 0.160 10/13/22	1,120.00	80.00	1,200.00	0.00	0.00	31.23	111.23
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	0.00	7,975.39	0.00	(8,803.99)	16,779.38	(7,198.50)	776.89
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	743.06	625.00	1,250.00	0.00	118.06	737.48	1,362.48
<b>Total for Reserve Fund</b>			<b>16,365.99</b>	<b>30,864.38</b>	<b>15,663.81</b>	<b>(8,803.99)</b>	<b>40,370.55</b>	<b>(25,026.77)</b>	<b>5,837.61</b>

Denton County  
Transportation Authority

## Denton County Transportation Authority

**Earned Income**

From 09/30/2021 to 12/31/2021

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Sales Tax Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	1,662.85	1,662.85	0.00	0.00	0.00	1,662.85
<b>Total for Sales Tax Fund</b>			<b>0.00</b>	<b>1,662.85</b>	<b>1,662.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,662.85</b>
<b>Total for Denton County Transportation Authority</b>			<b>16,365.99</b>	<b>32,838.10</b>	<b>17,637.53</b>	<b>(8,803.99)</b>	<b>40,370.55</b>	<b>(25,026.77)</b>	<b>7,811.33</b>

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Investment Transactions**  
**From 10/01/2021 to 12/31/2021**

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Reserve Fund</b>															
<b>Calls</b>															
10/12/21	10/13/21	3133EMCH3	AGCY CALL	FFCB	0.160	10/13/22	10/13/21	1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00	938.55	0.223	0.160
<b>Total for: Calls</b>								<b>1,500,000.00</b>		<b>1,500,000.00</b>	<b>0.00</b>	<b>1,500,000.00</b>	<b>938.55</b>	<b>0.223</b>	<b>0.160</b>
<b>Purchases</b>															
10/13/21	10/14/21	3135G0T94	AGCY BULET	FNMA	2.375	01/19/23		1,570,000.00	102.713	1,612,594.10	8,803.99	1,621,398.09		0.224	0.224
<b>Total for: Purchases</b>								<b>1,570,000.00</b>		<b>1,612,594.10</b>	<b>8,803.99</b>	<b>1,621,398.09</b>		<b>0.224</b>	<b>0.224</b>
<b>Income Payments</b>															
10/13/21	10/13/21	3133EMCH3	AGCY CALL	FFCB	0.160	10/13/22				0.00	1,200.00	1,200.00			
11/30/21	11/30/21	912828XR6	TREAS NOTE	U.S. Treasury	1.750	05/31/22				0.00	13,125.00	13,125.00			
12/14/21	12/14/21	3133EMH96	AGCY BULET	FFCB	0.125	06/14/23				0.00	1,250.00	1,250.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>15,575.00</b>	<b>15,575.00</b>			

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Investment Transactions**  
*From 10/01/2021 to 12/31/2021*

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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**Total for All Portfolios**

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	1,500,000.00	1,500,000.00	938.55	0.223	0.160
Total Purchases	1,570,000.00	1,621,398.09		0.224	0.224
Total Income Payments	0.00	15,575.00			

Denton County  
Transportation Authority
**Denton County Transportation Authority**  
**Amortization and Accretion**  
*From 09/30/2021 to 12/31/2021*

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Reserve Fund</b>											
912828H86	02/12/21	TREAS NOTE	U.S. Treasury 1.500 01/31/22		1,500,000.00	101.367	1,520,507.81	(5,303.82)	(18,778.29)	(1,729.52)	1,501,729.52
313378CR0	03/13/20	AGCY BULET	FHLB 2.250 03/11/22		1,500,000.00	103.110	1,546,650.00	(5,877.12)	(42,078.91)	(4,571.09)	1,504,571.09
912828ZG8	02/22/21	TREAS NOTE	U.S. Treasury 0.375 03/31/22		1,500,000.00	100.328	1,504,921.88	(1,129.49)	(3,829.22)	(1,092.66)	1,501,092.66
912828XR6	04/20/21	TREAS NOTE	U.S. Treasury 1.750 05/31/22		1,500,000.00	101.852	1,527,773.44	(6,286.55)	(17,484.13)	(10,289.31)	1,510,289.31
3133EMCH3	10/13/20	AGCY CALL	FFCB 0.160 10/13/22	10/13/21	0.00	99.875	0.00	31.23	0.00	0.00	0.00
3135G0T94	10/14/21	AGCY BULET	FNMA 2.375 01/19/23		1,570,000.00	102.713	1,612,594.10	(7,198.50)	(7,198.50)	(35,395.60)	1,605,395.60
3133EMH96	06/25/21	AGCY BULET	FFCB 0.125 06/14/23		2,000,000.00	99.709	1,994,180.00	737.48	1,523.92	4,296.08	1,995,703.92
<b>Total for Reserve Fund</b>					<b>9,570,000.00</b>		<b>9,706,627.23</b>	<b>(25,026.77)</b>	<b>(87,845.13)</b>	<b>(48,782.10)</b>	<b>9,618,782.10</b>
<b>Total for Denton County Transportation Authority</b>					<b>9,570,000.00</b>		<b>9,706,627.23</b>	<b>(25,026.77)</b>	<b>(87,845.13)</b>	<b>(48,782.10)</b>	<b>9,618,782.10</b>



## Denton County Transportation Authority

**Projected Cash Flows***Cash Flows for next 180 days from 12/31/2021*

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Reserve Fund</b>						
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	01/19/22	18,643.75	0.00	18,643.75
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	01/31/22	11,250.00	1,500,000.00	1,511,250.00
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	03/11/22	16,875.00	1,500,000.00	1,516,875.00
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	03/31/22	2,812.50	1,500,000.00	1,502,812.50
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	05/31/22	13,125.00	1,500,000.00	1,513,125.00
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	06/14/22	1,250.00	0.00	1,250.00
<b>Total for Reserve Fund</b>				<b>63,956.25</b>	<b>6,000,000.00</b>	<b>6,063,956.25</b>

Denton County  
Transportation Authority

## Denton County Transportation Authority

## Projected Cash Flows

Cash Flows for next 180 days from 12/31/2021

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
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## Total for All Portfolios

January 2022	29,893.75	1,500,000.00	1,529,893.75
March 2022	19,687.50	3,000,000.00	3,019,687.50
May 2022	13,125.00	1,500,000.00	1,513,125.00
June 2022	1,250.00	0.00	1,250.00

<b>Total Projected Cash Flows for Denton County Transportation Authorit</b>	<b>63,956.25</b>	<b>6,000,000.00</b>	<b>6,063,956.25</b>
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**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. R21-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (DCTA) APPROVING THE DCTA FINANCIAL MANAGEMENT POLICIES AND UPDATING THE DCTA INVESTMENT POLICY; APPOINTING THE INVESTMENT OFFICERS AND AUTHORIZING INVESTMENT TRANSACTIONS ON BEHALF OF DCTA; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Comprehensive Financial Management Policy assembles the Denton County Transportation Authority's (DCTA) financial policies in one document, which are the tools to ensure that DCTA is financially able to meet its immediate and long-term service objectives. The individual policies 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 by DCTA Bylaws; and

**WHEREAS**, 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; and

**WHEREAS**, DCTA Financial Management Policies and the DCTA Investment Policy are presented to the DCTA Board of Directors for review at the start of each fiscal year; and

**WHEREAS**, it is the policy of DCTA that the administration of its funds and the investment of those funds shall be handled as its highest public interest; and

**WHEREAS**, investments 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 and conforming to all applicable state statutes governing the investment of public funds; and

**WHEREAS**, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the Board of Directors by resolution adopted the DCTA Investment Policy; and

**WHEREAS**, Section 2256.005, Tex. Government Code requires the Board of Directors to review the DCTA Investment Policy not less than annually and to adopt a resolution stating the review has been completed and recording any changes made to either the DCTA Investment Policy or investment strategies.

**WHEREAS**, the Board of Directors of DCTA finds it to be in the public interest to approve and adopt the DCTA Financial Management Policies and the updated DCTA Investment Policy attached hereto as Exhibit "A";

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

**SECTION 1.** The DCTA Financial Management Policies and updated DCTA Investment Policy, attached hereto as Exhibit “A”, be and the same is hereby approved and shall govern the financial policies and the investment policies and investment strategies for DCTA, and shall define the authority of the investment officials of DCTA from and after the effective date of this Resolution.

**SECTION 2.** The Board of Directors of DCTA has completed its review of the DCTA Financial Management Policies and the DCTA Investment Policy and any changes to such policies are recorded in Exhibit “A”.

**SECTION 3.** The DCTA Chief Financial Officer, Marisa Perry, is hereby designated the Investment Officer, and DCTA President/CEO, Raymond Suarez, is designated as the Alternate Investment Officer.

**SECTION 4.** The Investment Officer and Alternate Investment Officer are hereby authorized to engage in investment transactions on behalf of DCTA.

**SECTION 5.** The Investment Officers authorized by this Resolution shall also be authorized to approve wire transfers used in the process of investing.

**SECTION 6.** The Investment Officers shall designate a liaison/deputy in writing in the event circumstances require timely action and the Investment Officers are unavailable.

**SECTION 7.** That all provisions of the resolutions of the Board of Directors of the DCTA in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 8.** This Resolution shall become effective immediately upon its passage and approval.

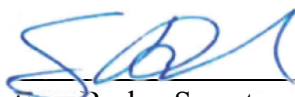
**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY THE 23RD DAY OF SEPTEMBER 2021.**

**APPROVED:**



Chris Watts, Chair

**ATTEST:**



Sam Burke, Secretary

**EXHIBIT “A”**  
**DCTA Financial Policies and Updated DCTA Investment Policy**

# Denton County Transportation Authority Financial Management Policies

(Adopted September 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.

## Attachment I

### 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
7. HilltopSecurities Asset Management

Attachment II

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).*

## Question and Answers for Bid #22-05 - Investment Advisory Services

### Overall Bid Questions

#### Question 1

Can the DCTA disclose the amount they are currently paying for Investment Advisory Services and if it is on a fixed or asset based scale? (Submitted: Apr 5, 2022 2:56:12 PM CDT)

#### Answer

- Fixed fee \$12k/year for portfolio value less than \$30 million; 0.03%/year for portfolio value \$30 million - \$200 million; 0.01%/year for portfolio value greater than \$200 million (Answered: Apr 14, 2022 1:43:32 PM CDT)

#### Question 2

Who does the DCTA currently use to safekeep investments and what is the fee for those services currently? (Submitted: Apr 5, 2022 2:56:50 PM CDT)

#### Answer

- Safekeeping is provided by DCTA's depository bank, Wells Fargo. (Answered: Apr 14, 2022 1:43:32 PM CDT)

#### Question 3

Tab 6: Appendix lists an Exhibit H -Authorization for Release of Financial Information however it does not appear this is a document to be downloaded and Financials are not being requested elsewhere. Is this an optional section of the Tab? (Submitted: Apr 7, 2022 2:41:20 PM CDT)

#### Answer

- See Addendum 1, Exhibit H is deleted from Tab 6 (Answered: Apr 14, 2022 1:43:32 PM CDT)

**Proposal to Provide Investment Advisory Services 22-05**

# Denton County Transportation Authority

**April 20, 2022**

Denton County Transportation Authority



**CONTACT:**

**Scott D. McIntyre, Managing Director, [Scott.McIntyre@hilltopsecurities.com](mailto:Scott.McIntyre@hilltopsecurities.com)**

2700 Via Fortuna, Suite 410, Austin, Texas 78746

Phone: 512.481.2009 Fax: 512.481.2050

April 20, 2022  
Proposal to Provide  
Investment Advisory Services



2700 Via Fortuna, Suite 410  
Austin, Texas 78746

**Scott D. McIntyre**  
Managing Director

512.481.2009 Direct  
512.481.2020 Fax

scott.mcintyre@hilltopsecurities.com

April 20, 2022

Ms. Geri Osinaike  
Solicitation #: 22-05  
Denton County Transportation Authority  
1955 Lakeway Drive, Suite 260  
Lewisville, TX 75057

Dear Ms. Osinaike:

On behalf of Hilltop Securities Asset Management, LLC ("HSAM"), an affiliate of Hilltop Securities Inc. ("HilltopSecurities"), I appreciate the opportunity to submit our proposal to continue to provide investment advisory services for the Denton County Transportation Authority (the "Authority"). HSAM believes our long history of helping public entities, including the Authority, meet their financial goals highly qualifies our firm to assist the Authority in the range of investments services it seeks. We hope the Authority will consider HSAM for the following reasons:

**Trust.** HSAM has been providing quality financial services and *peace of mind* to Texas local government clients since 1991 and to the Authority since 2009. As investment managers who carefully comply with the requirements of the Public Funds Investment Act as well as individual client policies, we consider safety to be paramount.

**Public Funds Knowledge.** HSAM has been working *exclusively* with conservative governmental investors since its inception. As of December 31, 2021, HSAM actively managed \$18.2 billion for dozens of local governments. In addition, we served as the investment advisor for an additional \$10.3 billion, participating in strategy development, market and economic analysis, and selection of prudent security alternatives. To support local governments, we've helped amend Texas investment law and frequently teach PFIA investment training classes and GFOA "best practice" workshops and webinars nationwide.

**Personal Attention and Service.** HSAM's advisory clients are highly important to us, and we are committed to our responsibilities. Because we manage a select number of accounts, we are able to take the time to understand each client's individual needs and objectives. Through frequent communication of relevant market news, interest rates, and specific securities, we can offer each person on the Authority's staff the opportunity to continually develop his or her own investment skills.

**Proper Staffing.** We pride ourselves on being responsive. This means we have four experienced investment professionals and a dedicated reporting coordinator working on your behalf. In addition, there are three compliance officers on staff and dozens of analysts, market specialists and IT personnel ready to assist as needed. Professionals throughout the company act as resources assuring that client objectives are met. HSAM's engagement for the Authority will be led by Scott McIntyre, Managing Director.



**Cash Management Expertise.** HSAM's service extends far beyond assisting in the management of funds. We are able to lend valuable experience in the formulation of prudent investment policies as well as effective strategies in changing market conditions. In addition, several members of our management team have investment accounting backgrounds, a useful resource when linking earnings to ledgers.

**Exceptional Reporting Capabilities.** HSAM produces timely and comprehensive reports in full compliance with PFIA and GASB standards allowing the Authority to quickly understand and assess its portfolio position. We also provide regular market and economic updates that help inform staffs of news and events that affect investment earnings.

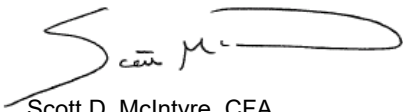
**Scope of Services.** In addition to investment management services, HSAM offers in-house arbitrage rebate calculations and its affiliate, HilltopSecurities, offers continuing disclosure and financial advisory services. The firm also offers a full range of structured financial products and services designed to meet the balance sheet management needs of its clients. The knowledge and experience of the entire firm is available as a resource to the Authority's staff.

**Commitment.** HSAM specializes in the management of public funds. Our commitment is to consistently maintain the highest level of integrity in the financial industry, while safely providing above average investment returns. By design, we provide services to a carefully controlled number of accounts, allowing us to work with our clients on an individual basis. With this high level of service and commitment, we are able to maximize the objectives of the Authority.

HSAM's proposal and cost schedule will be valid and binding for 90 days following the proposal due date and will become part of any resulting contract between HSAM and the Authority.

HSAM is grateful for the Authority's consideration and hope to continue what we believe is a strong working relationship. If you have any questions during the selection process or need additional information, please do not hesitate to call me at 800.575.3792, or e-mail [scott.mcintyre@hilltopsecurities.com](mailto:scott.mcintyre@hilltopsecurities.com)

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Scott D. McIntyre', with a stylized flourish at the end.

Scott D. McIntyre, CFA  
Managing Director

## Table of Contents

<b>Tab 1:</b>	<b>Qualifications and Experience</b>
<b>Tab 2:</b>	<b>Investment Management Approach and Reporting Capabilities</b>
<b>Tab 3:</b>	<b>References</b>
<b>Tab 4:</b>	<b>Pricing</b>
<b>Tab 5:</b>	<b>Attachments</b>

Denton County Transportation Authority

Tab 1

Qualifications and Experience

Tab 1



## Tab 1 Qualifications and Experience

**Briefly introduce firm, including general experience and history in public finance, date founded, ownership, and any relationships with other financial institutions. Provide 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 team which will undertake this engagement.**

### Organization of HSAM

HSAM was incorporated as an independent investment advisor on September 25, 1991. The Investment Management Services Group, created in 1988, and the Arbitrage Rebate Compliance Services Group, created in 1987, became part of this newly formed affiliate. In 1997, HSAM expanded to include the Investment Pool Participant Services Department, which currently provides customer service and marketing for two local government investment pools, the Texas Short-Term Asset Reserve Program ("TexSTAR"), and the Local Government Investment Cooperative ("LOGIC"), both of which are joint investment pools of HSAM and JPMorgan Chase.

HSAM is a wholly-owned subsidiary of First Southwest Holdings LLC, which is a wholly-owned subsidiary of Hilltop Securities LLC, which is wholly-owned by Hilltop Holdings Inc. ("Hilltop Holdings"). Hilltop Holdings also owns Hilltop Securities Inc., a registered broker-dealer, Plains Capital Bank, a commercial bank, and Prime Lending, a mortgage broker.

#### **Hilltop Securities Asset Management, LLC**

2700 Via Fortuna, Suite 410  
Austin, Texas 78746  
512.481.2009 Direct  
[www.HSAM.com](http://www.HSAM.com)


Hilltop Securities Asset Management, LLC has been in business for 31 years. The SEC registered investment advisory firm was incorporated in 1991

7 Employees dedicated solely to  
Investment Management Services

Actively manages \$18.2 billion for local governments  
Investment advisor for an additional \$10.3 billion  
as of December 31, 2021

HSAM's investment advisory group collectively has more than 90 years of investment experience, 50 years of which is exclusively in the public sector. In addition to those in our investment group, the firm employs more than 150 registered representatives of the Financial Industry Regulatory Authority (FINRA) who engage in annual continuing education related to the securities industry. Many of the professionals firm wide have in excess of 30 years each in the industry. Because the HilltopSecurities family serves its clients using a team approach, we call upon the expertise of any professional within the firm as necessary.

HSAM has selected the following team for our engagement with the Authority:

Proposed Investment Advisory Team	
	
Senior Portfolio Managers	
<b>Scott McIntyre CFA</b> Managing Director Austin Office 24 years with HSAM	<b>Greg Warner, CTP</b> Senior Vice President Austin Office 24 years with HSAM
Project Support	
<b>Dan Grant</b> Portfolio Manager Austin Office 11 years with HSAM	<b>Andrea Cash</b> Portfolio Manager Austin Office 9 years with HSAM
<b>Jodi K. Jones</b> Reporting Manager Austin Office 15 years with HSAM	<b>Amber Galloway</b> Investment Analyst Austin Office 3 years with HSAM

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

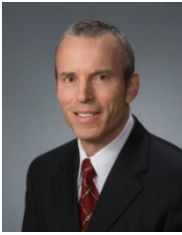
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Senior Portfolio Manager and manager of our Investment Management Services Group, **Scott D. McIntyre**, serves the most active role in the administration and management of the Investment Management department. As with Mr. McIntyre, Senior Portfolio Manager **Greg Warner** provides primary daily contact with the client staff and manages duties such as analyzing portfolios, assessing market conditions, evaluating investment opportunities, and preparing all documentation related to the account.

Portfolio Manager **Daniel Grant** has primary responsibility for transaction execution and trade documentation. Portfolio Manager **Andrea Cash** analyzes trade opportunities and executes transactions while Investment Analyst **Amber Galloway** provides trade and analytical support. Reporting Manager **Jodi K. Jones** provides comprehensive investment reporting and other support functions.

Currently, the investment division employs four portfolio managers and a dedicated reporting manager. Our hands-on approach fosters a high level of service and commitment, enabling us to maximize the objectives of our valued clients. Please see the resumes below.

## Résumés



**Scott D. McIntyre, CFA**

Managing Director and  
Senior Portfolio Manager

2700 Via Fortuna, Suite 410  
Austin, Texas 78746

Telephone: 800.575.3792  
[scott.mcintyre@hilltopsecurities.com](mailto:scott.mcintyre@hilltopsecurities.com)

## Areas of Focus

Specializes in investment consulting and portfolio management for local governments

## Profile

- Joined HSAM/HilltopSecurities in 1998 as Senior Portfolio Manager
- Is the primary manager of HSAM's Investment Management Division and oversees the daily operations of the group
- Develops economic and interest rate outlook
- Determines appropriate investment policies and strategies for fixed income clients.
- Reviews client revenue and expense cash flows
- Analyzes investment alternatives and calculates relative value of individual securities
- Presents various investment options to clients
- Purchases investment securities on a competitive basis
- Reviews monthly and quarterly reports
- Evaluates policy compliance and account performance
- Past experience includes market and securities analysis, management of the mortgage-backed securities portfolio and active trading of short Treasury positions

## Education

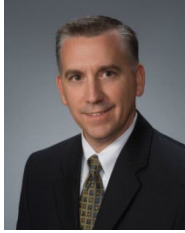
- Bachelor of Science in Management, Texas State University

## Current Affiliations

- Advisor to the national GFOA Treasury and Investment Management (TIM) Committee 2015-2021
- CFA Institute
- Austin Society of Financial Analysts
- Government Treasurers Organization of Texas
- Government Finance Officers Association Organization of Texas

## Licenses and Designations

- Chartered Financial Analyst (CFA) designation from the CFA Institute
- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Principal, Series 24
  - General Securities Representative, Series 7
  - Uniform Securities Agent, Series 63
  - Uniform Investment Adviser, Series 65



**Greg Warner, CTP**  
Senior Vice President & Senior Portfolio  
Manager

2700 Via Fortuna, Suite 410  
Austin, Texas 78746

Telephone: 512.481.2012  
[greg.warner@hilltopsecurities.com](mailto:greg.warner@hilltopsecurities.com)

### **Areas of Focus**

Specializes in investment management services

### **Profile**

- Joined HSAM/HilltopSecurities in 1998
- Responsibilities include analyzing portfolios, evaluating securities, coordinating the reinvestment of upcoming security maturities, executing trades, reviewing investment policies and investment strategies, monitoring broker-dealer relationships and valuing investment portfolios
- Works closely with clients to create and implement appropriate investment strategies
- Oversees client account documentation and supervises the investment reporting function
- Frequent presenter on investment topics at industry conferences
- Began his career in the banking industry, working in the accounting and investment management divisions of banks in Chicago, Illinois and Austin, Texas
- Work experience includes portfolio management, asset/liability management, investment accounting, mortgage banking, and extensive analysis and reporting on fixed income investment portfolios

### **Education**

- Bachelor of Business Administration, The University of Texas at Austin

### **Current Affiliations**

- Certified Treasury Professional (CTP) designation from the Associated for Financial Professionals
- Government Treasurer's Organization of Texas
- Texas Association of Counties, County Investment Officer Advisory Committee

### **Licenses Held**

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Representative, Series 7
  - Uniform Securities Agent, Series 63
  - Uniform Investment Adviser, Series 65



**Dan Grant**  
Vice President and Portfolio Manager  
2700 Via Fortuna, Suite 410  
Austin, Texas 78746  
Telephone: 512.481.2016  
[dan.grant@hilltopsecurities.com](mailto:dan.grant@hilltopsecurities.com)

### **Areas of Focus**

Specializes in investment management services

### **Profile**

- Joined HSAM/HilltopSecurities in 2011
- Responsibilities include trade execution, trade documentation, coordinating the reinvestment of upcoming security maturities, analysis of investment securities and fund data, monitoring call status, collateral review, economic research, and other special projects.
- Prior experience includes 18 years at Fidelity Investments with the most recent role being Corporate Bond Trader for both institutional and retail customers. Other securities traded include equity and index options, equities and mutual funds.

### **Education**

- Bachelor of Science – Finance, Bentley University

### **Licenses Held**

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Representative, Series 7
  - Uniform Securities Agent, Series 63
  - Uniform Combined Securities Agent and Investment Advisor Representative, Series 66
  - Registered Options Principal, Series 4
  - Equity Trader Limited Representative, Series 55





**Jodi K. Jones**

Assistant Vice President  
and Reporting Manager

2700 Via Fortuna, Suite 410  
Austin, Texas, 78746

Telephone: 512.481.2012  
[jodi.jones@hilltopsecurities.com](mailto:jodi.jones@hilltopsecurities.com)

**Area of Focus**

Specializes in reporting for investment management

**Profile**

- Joined HSAM/HilltopSecurities in 2007
- Manages and maintains client accounts through SS&C Technologies' CAMRA investment accounting and portfolio system
- Responsibilities include generating monthly and quarterly reports for all investment management clients and assisting in trade operations and security documentation
- Participates in the creation of custom client reports, investment-related consulting projects and other special assignments
- Two years of experience as a Post Foreclosure Sales Specialist at Baxter & Schwartz, a real estate law firm in Houston
- Past employment includes practical experience in bookkeeping, accounting, reporting, and project research

**Education**

- Bachelor of Business Administration in Accounting and Finance, The University of Houston



**Andrea L. Cash**

Vice President  
and Portfolio Manager

2700 Via Fortuna, Suite 410  
Austin, Texas, 78746

Telephone: 512.481.2019  
[andrea.cash@hilltopsecurities.com](mailto:andrea.cash@hilltopsecurities.com)

**Area of Focus**

Specializes in investment management services

**Profile**

- Joined HSAM/HilltopSecurities in 2013
- Responsibilities include trade execution, trade documentation, coordinating the reinvestment of upcoming security maturities, monitoring call status, generating monthly and quarterly reports for investment management clients, and other special projects.
- Prior experience includes over 20 years in administrative, development and marketing management positions.

**Education**

- Bachelor of Arts, University of Washington

**Licenses Held**

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Representative, Series 7

- Municipal Securities Representative, Series 52
- Uniform Investment Adviser, Series 66

**Amber Galloway**

Assistant Vice President

2700 Via Fortuna, Suite 410  
Austin, Texas, 78746Telephone: 512.481.2005  
[amber.galloway@hilltopsecurities.com](mailto:amber.galloway@hilltopsecurities.com)**Area of Focus**

Specializes in investment and economic analysis services

**Profile**

- Joined HilltopSecurities in 2019 as Investment Analyst
- Responsibilities include development of investment analysis and economic models, due diligence and credit analysis on municipal and corporate issuers, analyzing portfolios, trade execution, trade documentation, and other special projects.
- Prior experience includes credit analysis and portfolio management.

**Education**

- Bachelor of Business Administration in Finance, Texas State University

**Licenses Held**

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
  - General Securities Representative, Series 7
  - Municipal Securities Representative, Series 52
  - Uniform Investment Adviser, Series 66

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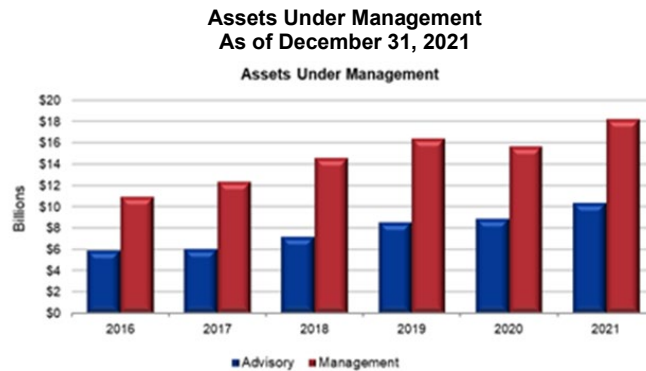
**State the dollar value of the assets and the number of portfolios your firm has under direct and continuous management, categorized between public sector and other clients.**

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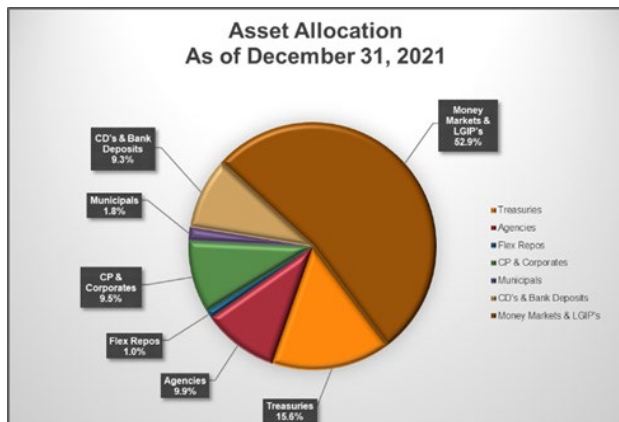
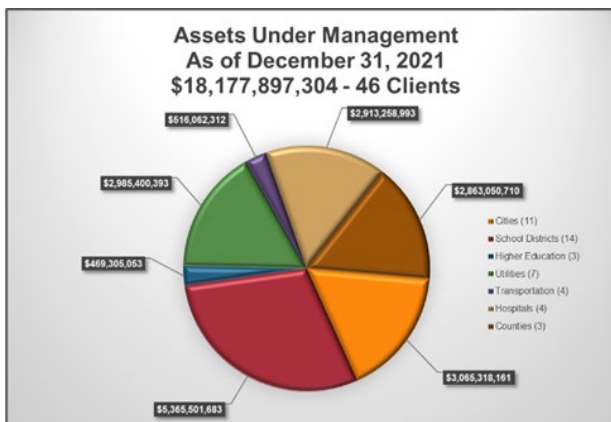
HSAM's client base consists entirely of public entities, including cities, counties, school districts, public colleges, hospitals, and utilities, and transportation authorities. As of December 31, 2021, HSAM managed a total of \$18.2 billion in assets for 46 public sector clients throughout the nation. In addition, we served as the investment advisor for another \$10.3 billion, participating in strategy development, market and economic analysis, and selection of prudent security alternatives, for a total of \$28.5 billion in assets under management or advisory services. The average client tenure is nearly 14 years.

HSAM focuses exclusively in the fixed income market, with maturities strategically placed to match expected cash flow demands of the client, be it operational or unexpected weather related emergencies. We focus exclusively on the public sector and the fixed income securities allowed under the PFIA. We do not manage any pension assets.

The bar graph below summarizes the composition of portfolios currently under management or advisory services for each of the last five years. All of these funds are non-pension assets.



The following graphs summarize the composition of portfolios currently under management and reflect the breakdown of assets under management by client type and security type.



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

As detailed in response to the previous question, HSAM's entire business revolves around providing services for public sector clients. All of the funds we manage are similar in nature to the Authority. HSAM and our Hilltop Securities affiliate are well established firms whose public sector client base is decidedly rooted in the state of Texas. We work with the Texas Association of Counties, GTOT, GFOAT and the Texas Municipal League to provide education, training and support to Texas local governments. In addition, we work closely with many of these organizations to help shape the investment laws that preserve local government funds.

The broad scope of work we perform is very similar from client to client. The range of client assets varies considerably, but recent DCTA portfolio balances are certainly representative of the typical HSAM account.

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**Demonstrate the firm's knowledge and understanding of the services required by DCTA.**


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We fully understand the whole scope of services requested by DCTA. Since virtually all of these services have been performed by HSAM over the course of the current contract period. The **Initial Work**, including broker/dealer compliance and portfolio review has been completed for the fiscal year, but we are happy to revise or amend; in particular, the policy which may be affected by legislative changes. The report format presented to DCTA on a monthly basis includes both accounting and investment reports. To the extent that DCTA would like more highly customized reporting, we would be pleased to provide necessary amendments. Although we have not gotten involved in cash flow projections in a number of years, we are happy to assist.

The requested **Portfolio Management Services** include the core of what we normally provide in the regular course of business, including portfolio analysis, monitoring and trade execution. HSAM is unique due to its ties with Hilltop Securities, giving us access to Hilltop's operations clearing group, allowing us to assist in the security settlement process at an enhanced level. If DCTA were at some point, to enter into a repurchase agreement, HSAM's ability to track collateral and repo balances would also become apparent.

Once every two weeks, we host an economic conference call to discuss the economy, interest rates and the bond market. This call is then followed up with a written summary for anyone unable to participate. We have also been sending out "economic insight" e-mails for 20 years, recapping important economic news and events and relaying rate forecasts. Obviously, we feel confident that we will be able to continue providing these services.

Our **Reporting Services** should be quite familiar to staff. We believe this is such a critical area that we have a dedicated reporting manager and an assistant entirely to this task. Monthly reports are currently generated through SS&C's CAMRA investment reporting software, however, we are in the process of converting our investment reporting system to Clearwater Analytics industry-leading platform. The adoption of Clearwater will significantly enhance HSAM's investment accounting and reporting capabilities. HSAM clients will benefit from online access to their portfolio data, the ability to download data to spreadsheets, an automated reconciliation of investment reports to custodial data, and a modern report set that will continue to be PFIA compliant. We are well down the road with the implementation phase and expect to complete the conversion to Clearwater by May 2022.

And finally, we are able to provide **Supplemental Cash Management Assistance** in areas ranging from depository bank selection, to procedural reviews and policy certification. Training on cash handling has not been offered by HSAM, but every effort will be made to accommodate the request.

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**Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.**


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Although HSAM does not expect to use subcontractors on this project, we do utilize the broker-dealer services of five minority owned businesses and are always interested in adding additional sales coverage when a benefit exists to our clients.

Denton County Transportation Authority

## Tab 2

Investment Management Approach and Reporting Capabilities

Tab 2



## Tab 2 Investment Management Approach and Reporting Capabilities

**This section should include a detailed summary of the approach to be undertaken for development of this effort and individuals responsible for the deliverables. NEW - 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:**

### Plan for Accomplishing Scope of Services

*Some of these questions are a little challenging to answer as we are currently providing services to DCTA, so please bear with us as we try to be as responsive as possible. We believe we understand the scope of services well.*

HSAM qualifications to perform these services is outlined throughout this proposal and in the resumes provided. We are pursuing this work because investment of local government funds and providing PFIA-compliant reporting is our primary focus. We've worked with DCTA for a number of years and value the relationship. We understand the investment policy and intended strategy, and believe we can lend a much-needed level of *continuity* as the Agency transitions staff into new roles.

There is no required period of time for Hilltop to set up accounts and begin providing services. All accounts are open and procedures established.

Hilltop will continue to offer new and existing staff members PFIA-required training opportunities both virtually and in person as the pandemic lifts. We will also assist staff in the day-to-day investment process itself, sharing procedures and answering questions to ensure smooth settlement of transactions.

We hope to act as a resource and "extended staff" to DCTA. *If we don't know an answer, we'll likely find it.*

We handle the majority of the monthly and quarterly reporting progress, but in cases where we require input from Agency staff (pool and bank balances), we'll walk through the required steps.

### Availability and Problem Resolution

The HSAM team is available 7:30 am to 5:00 pm Monday through Friday, although several team members are typically available later. In addition, we check e-mail after-hours and pride ourselves on being responsive. If a problem should arise (typically involving trade settlement) and a portfolio manager is unable to reach a solution, the issue is escalated to either Scott McIntyre or Greg Warner, who typically work with the operations group in Dallas.

Response time varies, but in reality we encounter very few problems. The objective is to resolve any issues as quickly as possible so as to avoid a trade fail, which impacts Hilltop rather than DCTA. Any failed trade on a security purchased on behalf of the Agency accrues interest on the expected settlement date, regardless of whether it was successfully delivered. Since all trades are conducted on a delivery-vs-payment basis (DVP), the Agency will always be in possession of its cash or securities.

## **Privacy of Information**

Since all of our clients are municipal government entities, most information is publicly available. We have no reason to share information on investments, and as a rule do not. The exception might be in a DCTA public meeting in which we provide information in response to a question.

## **Primary Tools for Accomplishing Investment Management Scope of Services**

HSAM does not use sub-contractors and has no soft dollar arrangements. Every member of the HSAM investment team has a Bloomberg terminal on their desktop. This extensive trading platform, analysis and information system provides access to the inventories of every primary dealer as well as many regional inventories and direct security offerings. The majority of our research is obtained through this portal, as well as analysis and comparison of securities. We also execute a majority of our trades with broker/dealers through the Bloomberg electronic platform.

## **Investment Management Narrative**

Since all of our clients are public entities, developing investment management strategies appropriate to the client and their cash flow needs is a fundamental part of our daily business. We understand the period, seasonal and cyclical fluctuations in cash balances that stem from bond issues, property taxes, and debt service payments. Planning for both the receipt and expenditure of funds is a critical part of portfolio management. We are able to work closely with DCTA staff to understand the timing of cash flows, and will monitor cash balances as well as investment maturities and early redemptions.

We will then recommend an investment strategy that takes into account the timing of receipts and expenses. Once we have ensured an adequate amount of liquidity, we will work to maximize earnings on the remainder of the portfolio.

For clients with investment policies that allow for a wide range of authorized investments, HSAM is able to select the best offerings from among a large number of premier financial sources. Each morning, our portfolio managers review current Treasury, agency and municipal investment offerings from dozens of broker/dealer firms. We perform the review daily, regardless of whether our clients purchase securities. This exercise gives us a necessary historical perspective on the bond market as we monitor spreads on agencies as well as historical changes in Treasury yields. Because this is an ongoing process, we are able to recognize quickly when a particular issue becomes cheap relative to where it has been trading. This “relative value” approach is our most consistently employed strategy.

Due to the cyclical nature of public funds cash flow, a conservative strategy that is prevalent in all portfolio construction is to “ladder” portfolio maturities so that they correspond to known expense payment dates. This is particularly effective when large payroll or debt service payments can be forecasted easily. Oftentimes, it may be advantageous to position securities to mature prior to the actual dates with the expectation of reinvesting in a higher yielding market in the future.

Although as much a *safeguard* as a strategy, *diversification* is a critical element in the value equation. We believe the most important aspect of diversification is determining the proper allocation between variable rate and fixed rate investments. HSAM will help DCTA to better diversify by:

- Suggesting the optimal percentage of funds to be invested out along the curve in any given rate environment;
- Establishing value in each maturity range;
- Purchasing securities with the highest relative value within each range; and
- Rebalancing the portfolio as securities mature.

Generally, by diversifying the portfolio, DCTA achieves its final stated objective of earning a competitive market rate of return. Because we work closely with our clients, the strategies we ultimately employ are those that our clients are both comfortable with and fully understand.

Portfolio review is performed daily. We view client holdings each morning so that we are generally aware of cash positions and maturing investments. With this information we are able to realize which accounts to pay particular focus to on any given day.

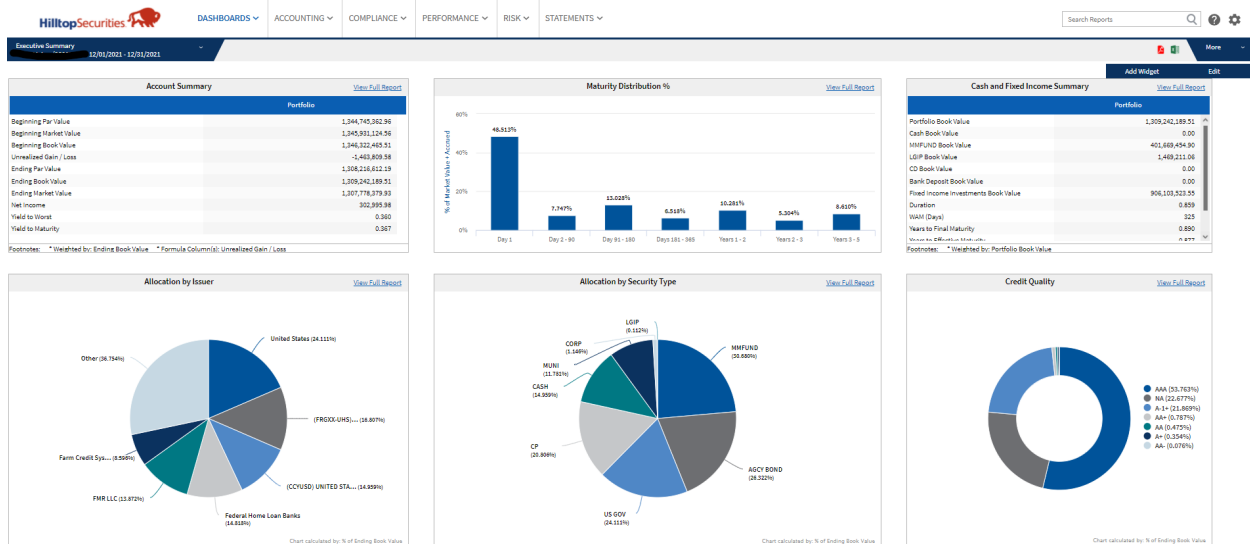
### **Investment Reporting**

During the third quarter of 2021, HSAM partnered with Clearwater Analytics® to become the new solutions provider for our investment accounting and reporting services. Clearwater Analytics is a leading provider of web-based investment portfolio accounting, reporting, and reconciliation services for investment data and currently has more than 300 municipal entities on its platform. Clearwater aggregates, validates, reconciles, and reports on more than \$5.6 trillion in assets across thousands of accounts daily.

HSAM's partnership with Clearwater will significantly enhance HSAM's investment accounting and reporting capabilities. HSAM clients will benefit from online access to their portfolio data, the ability to download data to spreadsheets, an automated reconciliation of investment reports to custodial data, and a modern report set. We are well down the road with the implementation phase and expect to complete the conversion to Clearwater by May 2022.

Clearwater's system will provide integrated accounting, compliance, performance, and risk reporting designed to increase accuracy and efficiency while vastly reducing manual processes for investment reporting. Clearwater will establish a data connection with the City's custodial bank so that investment transaction and position data are transmitted to Clearwater nightly. This custodial data will be reconciled against HSAM trade data to ensure our records match the custodial holdings. Investment reports, prepared in accordance with GASB and GAAP standards, will be provided both monthly and quarterly.





Clearwater's system also provides an investment policy compliance tool. The Authority's investment policy will be "translated" into a set of logic-based rules so that the portfolio's compliance with those rules can be measured, tested, and reported.

Clearwater provides an innovative web-based solution, easily accessed anywhere, at any time, with nothing more than an internet connection. There is no software installation or maintenance required. The Authority will have inquiry-only access to a full range of investment analysis, accounting, performance, and compliance reporting, most of which can be downloaded to Microsoft Excel.

HSAM prepares both monthly and quarterly investment reports and annual reports are available upon request. We have included samples of existing reports, from the "old" system as well as samples of Clearwater's standard report set in **Tab 5**. Please understand that this is not a final version as we are working through the conversion process. In addition to this sample, we are currently in the final design stages of an enhanced, presentation quality report set. Unfortunately, we are not able to provide a sample of the enhanced report at this time. However, the provided set of sample reports serve as a fair representation of the information we expect our enhanced Clearwater reports will convey, but the format of the enhanced report will differ. We expect to have examples to share very soon.

## Investment Benchmarks

Yield measures are calculated using industry standard methodologies and generally reported on a bond equivalent yield-to-maturity basis. In order to make transparent and fair comparisons, HSAM reports present a number of basic measurements. We prefer weighted average yields instead of rate of return measures to ensure our clients, and the boards and/or committees tasked with oversight of investments, understand exactly what the investment portfolio is earning. The benchmarks typically selected for our clients are intended to be easily understood and fully verifiable through independent outside sources. In addition, the benchmark should be reflective of both the target maturity and the asset composition of the portfolio.

For these reasons, we advocate using familiar and verifiable United States Treasury benchmarks. For example, if the Authority were to target a one-year weighted-average maturity and invest primarily in U.S. government securities, the recommended benchmark might be the 12-month Constant Maturity Treasury Index ("CMT").

We understand that our client's portfolios should typically exceed the benchmark, and they do, but in the case of public funds, a benchmark is not intended as a hurdle that encourages risk. Rather, it is intended to give the governing body a frame of understanding from which to evaluate the actual portfolio yields. The selected benchmark, or measuring tool, will have no impact on the earnings themselves.

With our focus on public sector portfolios, we have developed an extensive base of knowledge on relevant benchmarks and their implementation. Specifically for the Authority, we would recommend using the 3-month, 6-month and 1-year CMT indexes. For Texas public funds, we also typically benchmark against one of the local government investment pools.

Hilltop Securities currently provides continuing disclosure services to DCTA under a separate agreement. Continuing disclosures is beyond the scope of this investment advisory RFP.

Denton County Transportation Authority

Tab 3

References

Tab 3



### Tab 3 References

Provide a list of relevant client references for which similar services have been provided in the last 36 months (preferably public sector clients of similar size and larger) including contact person, title, address, and telephone number, Include information referencing the actual services performed and length of contract. Include at least four (4) current clients and two (2) former clients.

**THE REFERENCES SHOWN BELOW ARE CONSIDERED CONFIDENTIAL INFORMATION AND MAY NOT BE DISTRIBUTED AS PART OF ANY OPEN RECORDS REQUEST OR OTHERWISE DISSEMINATED WITHOUT OUR PRIOR WRITTEN CONSENT.**

HSAM believes that strong recommendations from our clients are the most accurate indications of our firm's level of service and expertise. We have been working with DCTA since 2009 and hope this experience will provide the best representation and the strongest references of all. Additionally, we offer the following five clients for whom we have provided investment management services that are similar in nature to the DCTA, as well as a former client and a non-client reference.

City of Denton	
 <p>Client Since May 2008</p> <p>Investment Management</p>	<p><b>Ms. Randee Klingele</b> Sr. Treasury Analyst 215 E. McKinney Denton, TX 76201 940.349.8206 <a href="mailto:Randee.Klingele@cityofdenton.com">Randee.Klingele@cityofdenton.com</a></p>
City of Frisco	
 <p>Client Since May 2003</p> <p>Investment Management</p>	<p><b>Ms. Anita Cothran</b> Director of Finance 6101 Frisco Square Blvd. Frisco, TX 75034 972.292.5510 <a href="mailto:ACothran@friscotexas.gov">ACothran@friscotexas.gov</a></p>
City of Garland	
 <p>Client Since November 2019</p> <p>Investment Management</p>	<p><b>Mr. Matthew Watson</b> Finance Director 200 North Fifth Street Garland, TX 75040 972.205.2355 <a href="mailto:MWatson@garlandtx.gov">MWatson@garlandtx.gov</a></p>
Central Texas College	
 <p>Client Since February 2000</p> <p>Investment Management</p>	<p><b>Mr. Bob Liberty</b> Comptroller P.O. Box 1800 Killeen, TX 76540-1800 254.526.1447 <a href="mailto:Bob.Liberty@ctcd.edu">Bob.Liberty@ctcd.edu</a></p>

**(Non-Client) Spring Independent School District**



Client 2017 - 2021

**Ms. Susy Morales**  
Senior Accountant  
16717 Ella Blvd  
Houston, TX 77090  
281.891.6102  
[smorales@springisd.org](mailto:smorales@springisd.org)

**(Non-Client) UNT Center for Public Finance**



**Mr. Patrick Shinkle**  
Associate Director  
Box 305129  
Denton, TX 75203-5129  
940.369.7950  
[pshinkle@unt.edu](mailto:pshinkle@unt.edu)

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Denton County Transportation Authority

Tab 4

Pricing

Tab 4



## Tab 4 Pricing

**The proposed pricing shall include all costs necessary to fully complete the services. State how you propose to price your services and provide the applicable fee schedule. Identify any expenses that are not covered in the fee schedule and would be required in order to complete the services included in this RFP**

With the exception of charges imposed by the Authority's bank for the safekeeping of investment securities, all other anticipated expenses will be covered under the following fee structure:

HSAM proposes a fee structure combining a modest fixed annual fee and an asset-based fee, which would apply when DCTA fund balances eventually increase. The fixed fee of \$20,000 per year (\$5,000 per quarter) will cover up to \$50 million of Portfolio balances. Balances above \$50 million will be charged an asset-based fee of four (4) basis points (1/25<sup>th</sup> of 1% or 0.04%), while balances above \$100 million will be charged two (2) basis points (1/50<sup>th</sup> of 1% or 0.02%). While the proposed fixed fee portion represents a modest increase from the current fee structure, we believe this can be offset through significantly higher investment earnings given the more favorable rate environment. Fees for these services will be billed quarterly in arrears. The asset-based portion will be based on the portfolio's average month-end book value (adjusted cost) for each month of the quarter.

### **Investment of Bond Proceeds:**

When beneficial to DCTA's financial objectives, certain bond proceeds may be invested upon request into a competitively bid flexible repurchase agreement. Hilltop Securities, if acting as bidding agent on DCTA's behalf, would then receive a one-time fee from the winning counter-party to the agreement. The amount shall be fully disclosed to DCTA prior to acceptance of the investment agreement, and the flex repo balance would not be included in the asset-based fee computation.

|

Denton County Transportation Authority

Tab 5

Attachments

Tab 5





## Tab 5 Attachments

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

**A copy of your firm's Form ADV as on file with the SEC.**

**Proof of state registration as an investment advisor.**

**A sample or proposed contract for services**

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The following are included in this **Tab 5**:

- Form ADV
  - Proof of state registration as an investment advisor. **Please note:** As a federally registered Investment Adviser, HSAM is not required to register directly with the Texas State Securities Commission. The SEC Form ADV Part 2 included in this **Tab 5** denotes our "notice filing" with the State of Texas.
- Sample or Proposed Contract for Services
- Sample Investment Reports
- Acknowledgment of Addenda
- Evidence of Insurance Coverage

The following documents have been completed and signed, and uploaded to BidSync/Periscope.

- Bidder's Questionnaire
- CIQ Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Prohibition of Boycott Energy Companies
- Prohibition of Boycott of Firearm Entity or firearm trade association
- Prohibition on Contracts with Companies Boycotting Israel
- List of References for Similar Projects

**FORM ADV Uniform Application for Investment Adviser Registration**  
**Part 2A: Investment Adviser Brochure**  
**Item 1: Cover Page**

# Hilltop Securities Asset Management, LLC

717 N. Harwood Street, Suite 3400  
Dallas, TX 75201  
Phone: (214) 953-4000  
Fax: (214) 840-5044

**SEC # 801-40189**

**CRD # 110760**

**Issue date: March 30, 2022**

*This brochure provides information about the qualifications and business practices of Hilltop Securities Asset Management LLC.  
If you have any questions about the contents of this brochure, please contact us at the phone number listed above.*

*The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Please note, where this brochure may use the terms “registered investment adviser” and/or “registered”, registration itself does not imply a certain level of skill or training.*

*Additional information about the firm and its representatives is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)*

## Item 2: Material Changes

The only material changes to this document were an updated AUM and Board structure.

Additional information about the firm and its representatives is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## **Item 4: Advisory Business**

Established in 1991, Hilltop Securities Asset Management, LLC (“HSAM”), a SEC registered investment advisor, currently provides investment advisory services for \$18.2 billion in public sector client assets. The firm works closely with local and state government entities nationwide to deliver expertise across the following primary areas:

### **1. Investment Management Services**

HSAM specializes in providing investment advice to local governmental entities. HSAM invests in corporate debt securities, commercial paper, certificates of deposit, municipal securities and U.S Government and agency securities. Investment strategies are cash flow based and adhere to specific maturity limitations, maximum allocation percentages and credit restrictions as stated in individual client’s written investment policies. As a result, securities are generally purchased with the intention of holding until maturity. Trading authority granted to HSAM by client is non-discretionary. Clients may change/amend these limitations as required. Such amendments shall be submitted in writing. All provisions governing HSAM’s authority are documented in the advisory agreements with Clients.

HSAM prepares monthly and/or quarterly reports for local governmental entities that comply with the local laws and Governmental Accounting Standards Board requirements. Additionally, the firm provides monthly collateral valuation reporting, investment policy reviews and performance benchmark reporting.

**Assets Under Management:** As of 12/31/2020, HSAM manages \$18.2 billion for its 47 Investment Management clients.

### **2. Arbitrage Rebate Compliance Services**

The Arbitrage Rebate Services (“ARS”) which the firm provides include the technical calculation of rebates, as well as the required public reporting. Arbitrage rebate rules require issuers to rebate to the IRS any excess interest earned on tax-exempt bond proceeds in taxable securities. The firm advises issuers on rebate exceptions and alternatives to take advantage of the exceptions. HSAM has developed a proprietary software program which provides comprehensive arbitrage calculations. Additionally, the firm assists clients with preparation for IRS audits and refund requests

### **3. Structured Products**

HSAM provides advice regarding investments in certain structured products including, but not limited to, repurchase agreements, guaranteed investment contracts (GICs), and forward purchase/delivery agreements.

## **Item 5: Fees and Compensation**

### **1. Investment Management Services**

HSAM offers four types of management fee structures tailored to fit the specific needs of each client to whom HSAM provides services. All four are negotiable on a case by case basis, as highlighted below:

- Fixed annual fee, billed in monthly or quarterly increments.
- Fixed and/or sliding scale percentage fee based on the amount of assets under management, typically

assessed quarterly.

- A fee based on actual transactions. The amount of this fee is based on the size and maturity of each investment as well as a contractual basis point fee schedule.
- An hourly charge, which is typically selected for specialized consulting services.

Asset-based fees for public funds are negotiated using the standard fee guideline below:

#### **Assets Under Management**

Less than \$10,000,000.....	0.25%
\$10,000,000 to \$30,000,000.....	0.17%
\$30,000,001 and \$50,000,000.....	0.12%
\$50,000,000 to \$100,000,000.....	0.08%
Over \$100,000,000.....	0.06%

Clients may incur certain administrative and custodial charges imposed by their custodians and/or depository institution. Mutual funds and public fund investment pools also charge internal management fees, which are disclosed in a fund's prospectus.

### **2. Arbitrage Rebate Compliance Services**

The firm charges a flat fee for this service. The fee is negotiable and is dependent on the amount of services provided and the length of time to deliver the service.

### **3. Structured Products**

Structured Products charges fees in accordance with the safe harbor broker's commission rules pursuant to Treasury Regulation Section 1.148-5(e)(2)(iii)(B)(1).

## **Item 6: Performance-based fees and Side-by-Side Management**

HSAM's advisory services do not incorporate performance fees or the offering of any additional investment services; side-by-side management does not apply to those services rendered by the firm. Side-by-side management poses a conflict to the extent that HSAM manages similar portfolios for multiple clients. This conflict is mitigated by separate and individual management of each portfolio. The portfolios are non-discretionary and subject to specific authorities and limitations of individual policies. Investment Management works with each client to determine the appropriate investment options for available cash in the portfolio. The client gives final approval on all investment choices.

## **Item 7: Types of Clients**

HSAM provides investment advisory services predominately to local governmental entities. The firm generally requires a minimum initial account value of \$20 million from governmental clients, but makes exceptions to this general practice in certain instances.

## **Item 8: Methods of Analysis, Investment Strategies, and Risk of Loss**

Due to the unique nature of the business, HSAM first reviews estimated cash flow needs of client. The firm then reviews the client's investment policy and develops an investment strategy aimed at achieving their specific goals and objectives. The main focus in managing public funds is safety of principal while providing adequate liquidity.

The investment process is regularly reviewed to assess risk and look for strategies to improve earnings and reduce exposure.

**Risk of Loss:** Investing in debt securities involves a certain amount of risk of loss that clients should be prepared to bear. There is market risk, valuation risk and risks associated with concentration in particular debt securities. Questions regarding these risks and/or increased costs may be directed to the firm and its representatives.

## **Item 9: Disciplinary Information**

Rule 206(4)-4 of the Investment Advisers Act of 1940 requires investment advisers to provide clients with disclosures as to any legal or disciplinary activities deemed material to the client's evaluation of the adviser. Please note, neither the firm nor its personnel have any disciplinary, regulatory, criminal, civil, or otherwise reportable history to disclose at this time.

## **Item 10: Other Financial Industry Activities and Affiliations**

HSAM is owned by First Southwest Holdings, LLC. HSAM is affiliated with the following entities.

- Hilltop Securities Inc. ("HTS"), a dually registered BD-RIA
- Momentum Independent Network, Inc., a dually registered BD-RIA (Formerly known as Hilltop Securities Independent Network, Inc.)

HSAM maintains affiliations with other Hilltop non-financial services companies which are also owned by Hilltop Securities Holdings.

## **Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

As required by Rule 204A-1 of the Investment Advisers Act of 1940, HSAM has adopted a Code of Ethics that sets forth the basic policies of ethical conduct for all managers, officers, and employees of the firm. The Code of Ethics describes the firm's fiduciary duties and obligations to clients, and sets forth its practice of supervising the personal securities transactions of those employees who maintain access to client information.

The Code of Ethics also places restrictions on employees and serves to satisfy the firm's ethical responsibilities. In accordance with the Code of Ethics, HSAM collects and maintains records of securities holdings and transactions made by employees. The firm reviews the personal trading practices of its employees to identify and resolve any potential or realized conflicts of interest. A copy of HSAM's Code of Ethics will be provided to any client upon request.

All HSAM personnel are subject to the pre-approval of all political contributions. In approving said contributions, the firm monitors for potential conflicts with clients and prospective clients as they relate to pay-to-play rules and other issues related to contributing moneys to issuer officials.

## **Item 12: Brokerage Practices**

HSAM will execute securities transactions for its advisory clients through unaffiliated broker-dealers of its choosing. As instructed by the client, the firm directs delivery of client securities to a HTS account used exclusively for that HSAM client. This process facilitates the delivery of securities to the client's custodian. Neither HSAM nor HTS receives additional compensation as a result of this delivery arrangement. However, for those clients utilizing transaction-based fee arrangements, HSAM will add a fully disclosed fee to the purchase cost of the security prior to delivery to the client's custodian. The amount of this fee is determined by the contractual fee schedule included in the client agreement.

As an investment adviser, HSAM has a fiduciary duty to seek best execution for client transactions. Best execution is a collective consideration of factors concerning the trade in question. Such factors include:

- the security being traded,
- the price of the trade,
- the speed of the execution,
- apparent conditions in the market;
- and the specific needs of the client.

HSAM will endeavor to select brokers or dealers that provide the best services at the most advantageous price. All trades are conducted on a competitive basis, with independent, non-affiliated brokers or dealers. At no time will trades be executed through the Hilltop Securities Inc.

Due to the nature of investing in debt securities, no soft dollar arrangements exist.

## **Item 13: Review of Accounts**

Portfolio Managers perform regular oversight of client portfolios. The firm understands the unique objectives and constraints of investing public sector funds. Market conditions, account changes and other similar events will trigger more frequent reviews.

Clients receive monthly statements and confirmations from HTS. HSAM may provide monthly or quarterly investment reporting as arranged with the client. Clients are encouraged to contact the firm immediately with any changes to their financial situation as such changes may impact the status of their investment account(s).

## **Item 14: Client Referrals and Other Compensation**

HSAM does not compensate others for client referrals or receive any compensation other than that earned from its advisory services.

**Item 15: Custody**

HSAM, does not maintain or accept custody of client funds or securities. Clients will receive account statements from their respective custodians. Clients should carefully review their statements. When clients receive account information from HSAM, clients are urged to compare their custodian's account information with the information received from HSAM and contact HSAM or their custodian with any questions or discrepancies.

**Item 16: Investment Discretion**

HSAM maintains non-discretionary authority over managed assets. The firm recommends types of securities and the amount to be purchased or sold. All final investment decisions must be approved by the Client. HSAM will seek competitive bids in an effort to receive the best price and execution.

**Item 17: Voting Client Securities**

As a general policy HSAM does not vote proxies on behalf of clients. The investments available under the appropriate state's public funds investment laws typically do not lead to proxy votes. Clients may obtain a copy of HSAM's complete proxy voting policies and procedures upon request by contacting the CCO at the phone number on page 1 of this brochure.

**Item 18: Financial Information**

Under Rule 206(4)-4 of the Investment Advisers Act of 1940, investment advisers are required to disclose certain financial information about their business practices that might serve as material to a client's decision in choosing an investment adviser.

As of the date of this filing, HSAM does not require the pre-payment of any fees or maintain any financial hardships or other conditions that might impair its ability to meet its contractual obligations to clients.



**FORM ADV Uniform Application for Investment Adviser Registration**  
**Part 2B: Brochure Supplements**  
**Investment Adviser Representatives and/or Supervised Persons: Supplemental information**  
**Item 1: Cover Page**

***Brad Winges, Chairman and CEO***

***David Medanich, President***

***Joseph Michael Edge, CFO***

***Scott Coya, CCO***

***Scott McIntyre, CFA, Managing Director/ Sr. Portfolio Manager***

***T. Gregory Warner, CTP, Director/ Sr. Portfolio Manager***

***Dan Grant, VP/Portfolio Manager***

***Andrea Cash, AVP/Portfolio Manager***

***Richard Konkel***

***Lou Martine***

***Amber Galloway, Investment Analyst***

717 N. Harwood Street, Suite 3400

Dallas, TX 75201

Phone: (214) 953-4000

Fax: (214) 840-5044

SEC # 801-40189

CRD# 110760

**Issue date: March 30, 2022**

***This brochure provides information about the qualifications and business practices on the following individual as a representative of Hilltop Securities Asset Management LLC. This information is provided as a supplement to the Form ADV Part 2A which has been provided for your review. Should you have any questions about this supplement, or if you have not received the Form ADV Part 2A please contact the firm immediately.***

***The information in this brochure supplement has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Please note, where this brochure supplement may use the terms "registered investment adviser" and/or "registered", registration itself does not imply a certain level of skill or training.***

***Additional information about the firm and this representative is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)***

**Item 2: Educational Background and Business Experience**

**Name:** David Medanich, President

**Year Born:** 1956

**Education:** Texas Christian University, BBA in Finance

**Licenses:** Series 24, 53, 50, 54, 7, 63 and 79

**Business Experience:**

- 2016 to Present Hilltop Securities Inc., Vice Chairman
- 2007 to Present Hilltop Securities Asset Management, LLC, President
- 1981 to 2016 First Southwest Company, Registered Representative.

**Item 3: Disciplinary Information**

Mr. Medanich does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

**Item 4 and 5: Other Business Activity and Additional Compensation**

Mr. Medanich does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

**Item 6: Supervision**

Scott Coya serves as supervisor of Mr. Medanich. Mr. Coya can be reached at the offices of HSAM listed on the cover page of this brochure.

## **Item 2: Educational Background and Business Experience**

**Name:** Joseph Michael Edge, Chief Financial Officer

**Year Born:** 1976

**Education:** Texas A&M University, BBA – Finance  
Southern Methodist University, MBA

**Licenses:** Series 7, 27, 79, and 99

### **Business Experience:**

- 2000 to Present Hilltop Securities Inc., CFO,
- 2015 to Present Momentum Independent Network Inc., Director

## **Item 3: Disciplinary Information**

Mr. Edge does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## **Item 4 and 5: Other Business Activity and Additional Compensation**

Mr. Edge does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

## **Item 6: Supervision**

Scott Coya serves as supervisor of Mr. Edge. Mr. Coya can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** Scott Coya, Chief Compliance Officer

**Year Born:** 1974

**Education:** Fordham University

**Licenses:** Series 66, 50, 7, 53, 24, 9, and SIE

### Business Experience:

- 2022 to present Hilltop Securities Inc., CCO
- 2022 to present Momentum Independent Network Inc., CCO
- 2022 to present Hilltop Securities Asset Management LLC, CCO
- 2019 to 2021 D.A. Davidson & Co., Deputy CCO
- 2017 - 2019 Pruco Securities, LLC
- 2010 - 2016 Barclays Capital Inc.

## Item 3: Disciplinary Information

Mr. Coya does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. Coya does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

## Item 6: Supervision

Mr. Coya serves as Chief Compliance Officer for HSAM. Mr. Coya can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** Scott McIntyre, CFA, Managing Director / Sr. Portfolio Manager

**Year Born:** 1962

**Education:** Southwest Texas State University, BS in Business Management

**Licenses:** Series 7, 24, 63 and 65

### Business Experience:

- 2016 to Present Hilltop Securities Inc., Managing Director, Sr. Portfolio Manager
- 1998 to Present Hilltop Securities Asset Management, LLC., Managing Director Sr. Portfolio Manager,
- 1998 to 2016 First Southwest Company, Registered Representative,
- 1994-1998 Patterson & Associates, VP / Sr. Portfolio Manager,
- 1989-1994 Texas State Treasury, Senior Investment Officer.

## Item 3: Disciplinary Information

Mr. McIntyre does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. McIntyre does not engage in any other business other than highlighted in Item 2 nor receives any additional compensation at this time.

## Item 6: Supervision

David Medanich serves as supervisor of Mr. McIntyre. Mr. Medanich can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** T. Gregory Warner, CTP, Director / Sr. Portfolio Manager

**Year Born:** 1966

**Education:** University of Texas at Austin, BBA in Finance

**Licenses:** Series 7, 63 and 65

### Business Experience:

- 2016 to Present Hilltop Securities Inc., Director, Sr. Portfolio Manager
- 1998 to Present Hilltop Securities Asset Management, LLC., Director, Sr. Portfolio Manager,
- 1998 to 2016 First Southwest, Registered Representative,
- 1997-1998 Guaranty Federal Bank, Treasury Analyst,
- 1991-1997 Norwest Bank of Texas (Franklin Federal Bancorp)  
Assistant Vice President and Treasury Officer.

## Item 3: Disciplinary Information

Mr. Warner does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. Warner does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

## Item 6: Supervision

Scott McIntyre serves as supervisor of Mr. Warner. Mr. McIntyre can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** Dan Grant, VP / Portfolio Manager

**Year Born:** 1967

**Education:** Bentley College, BS Finance

**Licenses:** Series 4, 7, 55, 63, and 66

### Business Experience:

- 2016 to Present Hilltop Securities Inc., VP, Portfolio Manager
- 2011 to Present Hilltop Securities Asset Management, LLC., VP, Portfolio Manager,
- 2011 to 2016 First Southwest, Registered Representative,
- 1994 to 2011 Fidelity Investments, Vice President.

## Item 3: Disciplinary Information

Mr. Grant does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. Grant does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

## Item 6: Supervision

Scott McIntyre serves as supervisor of Mr. Grant. Mr. McIntyre can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** Andrea Cash, AVP / Portfolio Manager

**Year Born:** 1966

**Education:** University of Washington, BA Sociology 1988

**Licenses:** Series 7, 52 and 66

### Business Experience:

- 2016 to Present Hilltop Securities Inc., AVP, Portfolio Manager
- 2015 to Present Hilltop Securities Asset Management, LLC, AVP, Portfolio Manager,
- 2013 to 2015 Hilltop Securities Asset Management, LLC, Trading Assistant
- 2013 to 2016 First Southwest Company, Registered Representative,
- 2006 to 2013 Bullock Texas State History Museum, Membership Development
- 1992 to 2002 The Portico Group, Marketing Manager.

## Item 3: Disciplinary Information

Ms. Cash does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Ms. Cash does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

## Item 6: Supervision

Scott McIntyre serves as supervisor of Ms. Cash. Mr. McIntyre can be reached at the offices of HSAM listed on the cover page of this brochure



## Item 2: Educational Background and Business Experience

**Name:** Richard Konkel

**Year Born:** 1970

**Education:** Florida State University, BS in Applied Mathematics  
Rollins College, MBA

**Licenses:** Series 3, 4, 7, 24, 34, 50, 53, 54, 63, 65 and 79

### Business Experience:

- July 2019 to Present Hilltop Securities, Inc., Managing Director, Debt Capital Markets Structuring
- Nov. 2018 to July 2019 Hilltop Securities, Inc., Managing Director, Head of Structured Products
- 2007 to Present Hilltop Securities, Inc., Registered Representative
- 2006 to 2007 Stifel, Nicolaus & Company, Inc., Registered Representative
- 1998 to 2006 M2 Systems Incorporated, Solutions Architect

## Item 3: Disciplinary Information

Mr. Konkel does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. Konkel does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time.

## Item 6: Supervision

Michael Marz serves as supervisor of Mr. Konkel. Mr. Marz can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** Louis G. Martine

**Year Born:** 1964

**Education:** J.L. Kellogg Graduate School of Management, Northwestern University  
Master of Management degree (MBA), with distinction

Northwestern University School of Law  
Juris Doctor degree

University of Notre Dame, Notre Dame, IN  
Bachelor of Business Administration degree *summa cum laude*

**Licenses:** Series 7, 63 and 66

### Business Experience:

- October 2019 – Present Hilltop Securities, Inc., Vice President
- October 2019 – Present Hilltop Securities Asset Management, LLC
- 2010 – 2018 U.S. Bancorp Asset Management Inc., Sr. Managing Director
- 2005 – 2010 U.S. Bancorp Asset Management Inc., Managing Director
- 2001 – 2005 Piper Jaffray & Co., Managing Director
- 1998 – 2001 Piper Jaffray & Co., Vice President/Associate
- 1992 – 1998 Barnes & Thornburg, Attorney
- 1986 – 1988 Chemical Bank, Credit Analyst

## Item 3: Disciplinary Information

Mr. Martine does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. Martine does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time

## Item 6: Supervision

Joseph Michael Edge serves as supervisor of Mr. Martine. Mr. Edge can be reached at the offices of HSAM listed on the cover page of this brochure.

## Item 2: Educational Background and Business Experience

**Name:** Amber Galloway, Investment Analyst

**Year Born:** 1992

**Education:** Texas State University, BBA Finance

**Licenses:** Series 7 and 66

### Business Experience:

- 2019 - Present Hilltop Securities Inc., Investment Analyst
- 2018 - 2019 Pioneer Bank SSB, Commercial Underwriter

## Item 3: Disciplinary Information

Ms. Galloway does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Ms. Galloway does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time

## Item 6: Supervision

Scott McIntyre serves as supervisor of Mr. Grant. Mr. McIntyre can be reached at the offices of HSAM listed on the cover page of this brochure.

## Educational Background and Business Experience

**Name:** Brad Winges

**Year Born:** 1967

**Education:** University of Wisconsin-Madison, BS in Economics

**Licenses:** Series 3, 7, 9, 10, 24, 27, 53 and 63

### Business Experience:

- Since Feb 2019 Hilltop Securities Inc., President and CEO
- Since March 2021 Hilltop Securities Asset Management, LLC, Chairman and CEO
- Since Feb 2019 Momentum Independent Network, Inc., CEO
- 1991 to 2019 Piper Jaffray & Co., Sr. Executive Managing Director
- 2010 to 2011 Piper Jaffray Investment Management LLC
- 1989 to 1991 Juran & Moody, Inc.

## Item 3: Disciplinary Information

Mr. Winges does not have any legal, civil, criminal, regulatory, or disciplinary history to report at this time.

## Item 4 and 5: Other Business Activity and Additional Compensation

Mr. Winges does not engage in any other business activity other than highlighted in Item 2 nor receives any additional compensation at this time

## Item 6: Supervision

Scott Coya serves as supervisor of Mr. Winges. Mr. Coya can be reached at the offices of HSAM listed on the cover page of this brochure.

**AGREEMENT  
 FOR  
 INVESTMENT ADVISORY SERVICES  
 BY AND BETWEEN  
 THE DENTON COUNTY  
 TRANSPORTATION AUTHORITY  
 AND  
 HILLTOP SECURITIES ASSET MANAGEMENT, LLC**

This Investment Advisory Agreement (the “**Agreement**”) is made by and between the Denton County Transportation Authority (the “**Investor**”) and Hilltop Securities Asset Management, LLC (“**HSAM**”). This agreement shall be effective as of the date of its acceptance by the Investor as indicated on the signature page hereof.

**I. Terms and Conditions**

This Agreement sets forth the terms and conditions governing the relationship of the Investor to HSAM with respect to securities and money which the Investor holds, from time to time, and which are available for investment or reinvestment (the “**Portfolio**”). This Agreement shall apply to any and all investable funds and securities in the Investor’s Portfolio during the period in which this Agreement shall be in effect.

**II. Investment Advisory Services**

- A. Services.** With respect to the Portfolio, HSAM will provide investment advisory services and cause to be executed such trades as determined in accordance with Section II. B below. HSAM agrees to provide professional services and its facilities and to direct and coordinate all programs of investing as may be considered and authorized by the Investor and to assume and pay those expenses incurred by HSAM in connection with the execution of investment decisions. Specifically, HSAM agrees to perform the following duties:
1. Review the Investor’s cash flow projections;
  2. Recommend appropriate strategies based upon cash flow requirements;
  3. Advise the Investor on current market conditions and other general information;
  4. Analyze risk/return relationships between various investment alternatives;
  5. Participate in meetings of the governing body of the Investor, its staff, representatives, or committees as requested by the Investor, when the subject of investments is to be discussed;
  6. Assist in the selection of investment securities and, as directed by the Investor, cause the transactions to be executed;
  7. Advise on the investment of the Portfolio in a manner consistent with the DCTA’s Investment Policy and Strategy and in compliance with the Public Funds Investment Act, the proceedings of the Investor authorizing the investment of the bond funds and applicable state and federal rules and regulations;
  8. Promptly send (or cause to be sent) trade confirmations to the Investor; and
  9. Assist the Investor in creating monthly, quarterly, and year-end investment reports for accounting entries and as required by written investment policy, stated procedures and / or state law.
- B. Scope of Investment Decisions.** In performing the services listed in Section II. A above, HSAM shall not have discretionary authority and, accordingly, shall obtain approval from the Investor for the purchase or sale of securities prior to execution. The Investor hereby represents and acknowledges

that its written investment policy and investment strategy includes its investment objectives and all portfolio limitations and restrictions, including, without limitation, acceptable levels of investment risk. The Investor also agrees to notify HSAM in writing ten business days in advance of the implementation of any changes in the Investor's investment objectives, investment limitations, and/or financial condition.

- C. **Standard of Care.** In the administration of its duties, HSAM shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, not for speculation, but for investment, considering, with regard to the entire Portfolio rather than any particular investment or security, the probable safety of capital and the probable income to be derived.
- D. **Settlement of Securities.** The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Investor's safekeeping agent. By so doing, Investor's funds will be released only when and if the Investor has received, through the safekeeping agent, the designated securities purchased.
- E. **Hold Harmless.** Subject to the provisions of Section XV. N. and to the extent allowed by law, the Investor hereby agrees to indemnify and hold harmless HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents and trustees, from (i) charges incurred by HSAM on the Investor's behalf and (ii) for any and all market losses arising with respect to the Portfolio.
- F. **Return on the Portfolio.** The Investor expressly affirms and acknowledges that HSAM has not promised or guaranteed any stated or specified return on, or performance of, the Investor's investment portfolio.

### III. Representations

- A. HSAM represents that it is registered as an investment advisor under the Investment Advisers Act of 1940 (the "**Advisers Act**") and is authorized and empowered to enter into this Agreement.
- B. The Investor represents and confirms that (1) the Investor has full power and authority to enter into this agreement; (2) the terms hereof do not violate any obligation by which the Investor is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding on Investor according to its terms.
- C. The Investor agrees to:
  - 1. Provide HSAM with the schedule of estimated cash flow requirements related to the Portfolio, and promptly notify HSAM as to any changes in such estimated cash flow schedule;
  - 2. Provide HSAM, not less than monthly, with all relevant custodian, safekeeping and bank statements relating to all of the Portfolio; and
  - 3. Allow HSAM to rely upon all information regarding schedules or other information pertaining to the Portfolio as provided to it by the Investor as being true and accurate. HSAM shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information and HSAM will not undertake to authenticate any such information.
- D. The Investor recognizes that there may be loss or depreciation of the current liquidation, immediate and ongoing value of any investment due to the fluctuation of market values. The Investor represents that no party to this Agreement has made any guarantee, either oral or written, that the Investor's investment objectives will be achieved. HSAM shall not be liable for any investment losses in the Portfolio in the absence of willful malfeasance, gross negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any

rights that the Investor may have under applicable state or federal law including without limitation, the state and federal securities laws.

- E. Investor represents and acknowledges that Investor has reviewed and understands the risk factors and fees associated with the Portfolio.

#### IV. Fees and Costs of HSAM

As consideration for the services provided by HSAM under this Agreement, HSAM will be entitled to a fee (the “**Advisor Fee**”) determined in accordance with the schedule set forth in the fee schedule (“**Schedule A**”), a copy of which is attached hereto, is incorporated herein for all purposes and is being delivered to the Investor simultaneously with the execution, and as an integral part, of this Agreement.

#### V. Reporting and Account Statements

HSAM will deliver or cause to be delivered to the Investor confirmation of transactions and/or periodic statements for the Portfolio as set forth in this Agreement. HSAM will also provide the Investor with an annual valuation of the Investor’s Portfolio and any additional statements that may be required by applicable law, including the reporting provisions of the Public Funds Investment Act, or other applicable state law, with respect to transactions effected under this Agreement.

#### VI. Other Services

The investment advisory services provided hereunder by HSAM to the Investor are exclusive of any other services that HSAM may provide to the Investor.

#### VII. Execution of Investment Transactions

- A. **Affiliated Broker.** HSAM is affiliated through common ownership and control with Hilltop Securities (“**Hilltop**”), a registered broker/dealer with the Financial Industry Regulatory Authority. (“**FINRA**”), the U.S. Securities and Exchange Commission (“**SEC**”), and various state and territorial regulatory authorities. Investor hereby authorizes HSAM to effect transactions for the Portfolio by execution through Hilltop. Where transactions are effected through Hilltop, Hilltop may act on an agency or principal basis to the extent permitted by law. Pursuant to Rule 206(3) of the Advisers Act, HSAM will obtain the Investor’s consent on each investment transaction to allow Hilltop to act as a principal in acquiring a security to facilitate a trade.
- B. **Bundling of Investment Transactions.** Transactions for each Investor account generally will be effected independently unless HSAM decides to purchase or sell the same securities for several Investors at approximately the same time. HSAM may (but is not obligated to) combine or “batch” such orders to obtain best execution. Under this procedure, transactions will be averaged as to price and will be allocated among HSAM investors included in the “batch” group in proportion to the purchase and sale orders placed for each Investor in batch transactions. HSAM may not receive commissions or other compensation from such brokers.

#### VIII. Selection of Brokers

The Investor agrees that when HSAM effects or places orders for the execution of transactions for the Portfolio (other than situations where the Investor specifically instructs otherwise in writing), HSAM may allocate such transactions to such brokers and dealers for execution on such markets, at such prices as in the judgment of HSAM will be in the best interests of the Investor, taking into consideration, in the selection of such brokers and dealers, the available prices and rates of brokerage commissions and other relevant factors, without having to demonstrate that such factors are of a direct benefit to the Investor. Subject to the foregoing, HSAM will

arrange for the execution of securities transactions for the Portfolio through brokers or dealers that HSAM reasonably believes will provide best execution.

## **IX. Non-Exclusive Relationship**

The Investor hereby acknowledges that HSAM's services under this Agreement are nonexclusive, and that HSAM shall be free to render the same or similar services to other Investors. The Investor further acknowledges that HSAM's advice is specific to each individual Investor's investment objectives, limitations and financial condition. Therefore HSAM, in the performance of its investment advisory duties, may give advice to, and take action on behalf of, other Investors that may differ from the advice given, or the timing and nature of the action taken, with respect to the Investor's Portfolio. Nothing in this Agreement shall be deemed to impose upon HSAM any obligation to purchase or sell, or to recommend for purchase or sale for the Investor's Portfolio, any security that HSAM or its affiliate, Hilltop Securities, Inc., may purchase or sell, for their own account or for the accounts of any other Investor if, at the sole discretion of HSAM, it is for any reason undesirable or impractical to take such action or make such recommendation for the Investor's Portfolio. The Investor also acknowledges that HSAM has varying fee structures and arrangements with other investors and may charge their investors different fees, which may be higher or lower than the fees charged with respect to the Investor's Portfolio for similar services.

## **X. Instructions from the Investor**

HSAM may rely on all instructions (whether oral or written) given by the Investor or its agents that HSAM believes to be genuine. HSAM's records of such a transaction will be conclusive as to the content of any instruction. Instructions may be given to HSAM by any officer or agent authorized by (1) the investment policy; (2) a duly executed "Authorization to Trade Public Funds" form provided by HSAM; or (3) a resolution of the governing body of Investor. HSAM may rely on such authorization until written notice to the contrary is delivered to HSAM by the Investor; and if the Investor does not deliver appropriate authorizing documentation, HSAM may accept instructions from any person reasonably believed by HSAM to be an officer of the Investor. Subject to the provisions of Section XV. N. and to the extent allowed by law, the Investor agrees to hold harmless, and to indemnify and defend, HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents, and trustees, against any and all losses sustained by HSAM resulting from or by reason of any and all claims, liabilities, losses, damages, charges, costs, fees, and expenses (including, without limitation, attorney fees and costs, including fees of attorneys who may be HSAM employees or employees of HSAM's affiliates) arising out of or in connection with any action taken in reliance upon any instruction or inquiry believed genuine.

## **XI. Transactions Subject to Industry Regulations and Standards**

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearing agent, exchange, or market where executed. The Investor understands that HSAM is registered as an investment advisor under the Advisers Act, and as such is obligated to comply with all applicable laws and regulations, including those of the SEC and other regulatory and self-regulatory agencies, and agrees that HSAM shall not be liable to the Investor as a result of any action taken by HSAM to comply with any ruling, interpretation, or directive of such organizations. Further, Investor understands and agrees that HSAM will not accept any instructions from Investor which would require a violation of any such rules or regulations.

## **XII. Assignment**

Neither HSAM nor the Investor may assign any of its rights, authorizations, or obligations under this Agreement without the prior written consent of the other party.

## **XIII. Term and Investor's Right of Cancellation**

This Agreement shall become effective as of the date hereof and continue for a two-year period after which time this contract may be renewed for additional two-year periods upon approval by both parties. Either party may terminate this Agreement upon delivering to the other party 30 calendar days' prior written notice. In the



event of termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement HSAM shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

#### **XIV. Custodial Arrangements**

Custody of Portfolio assets will be maintained with a custodian selected by Investor and identified to HSAM (the "Custodian"). HSAM will not have custody of any assets in the Portfolio. Investor will be solely responsible for paying all fees or charges of the Custodian. Investor authorizes HSAM to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Portfolio, but only the Investor may confirm a transaction.

#### **XV. Miscellaneous**

**A. Notices to the Investor.** All written communication to the Investor shall be sent to the Investor's address set forth on the signature page hereof or as directed in writing to HSAM by the Investor. Any notice, statement, or other communication mailed to the Investor by HSAM in accordance with this section will be deemed to be given to the Investor upon actual receipt thereof by the Investor.

**B. Notices to HSAM.** Any notice, statement, or other communication from the Investor to HSAM under this Agreement must be in written form and will be deemed to be given to HSAM upon actual receipt thereof by HSAM, whether such notice was mailed, personally delivered, or telecopied to:

Hilltop Securities Asset Management, LLC  
2700 Via Fortuna, Suite 410  
Austin, TX 78746  
Attention: Scott McIntyre Fax Number: (512) 481-2020  
[scott.mcintyre@hilltopsecurities.com](mailto:scott.mcintyre@hilltopsecurities.com)

**C. Confidential Relationship.** All of the information and advice furnished by either party to the other under this Agreement, including their respective agents and employees, will be treated by HSAM as strictly confidential and will not be disclosed by HSAM to third parties under any circumstances except as required by law or as expressly authorized by the Investor.

**D. No Limitations of Liability.** Federal and state securities laws impose liabilities under certain circumstances on persons who do not act in good faith and, therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Investor may have under federal and state securities laws.

**E. Indemnity.** Subject to the provisions of Section XV. N. and to the extent allowed by law, the Investor will indemnify HSAM for any loss, liability, or expense (including attorney's fees) which HSAM may incur as a result of, or arising from, any claims asserted by any third party with respect to the Portfolio or the services rendered by HSAM under this Agreement, except in cases of gross negligence or willful misconduct by HSAM in managing the Investor's Portfolio.

**F. Inconsistent Provisions; Agreements.** If any provisions of this Agreement should become or be found to be inconsistent with laws, rules, or regulations of any government or regulatory body having jurisdiction over the subject matter herein, such provisions shall be deemed modified or rescinded in accordance with any such laws, rules, or regulations.

**G. Invalid Provisions.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any Court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as if any such invalid or

unenforceable provision or condition were not contained herein.

- H. Waiver of Terms.** A party's failure to insist at any time upon strict compliance with any terms of this Agreement shall not constitute a waiver of any of that party's rights as described herein.
- I. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.
- J. Extraordinary Events.** Neither HSAM nor any of its officers, directors, shareholders, affiliates, general partners, employees, agents, or trustees shall be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspensions of trading, wars, strikes, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or any other causes beyond HSAM's reasonable control or anticipation.
- K. Written Disclosure Statement.** Simultaneously with the execution of this Agreement, HSAM has delivered to the Investor Part II of its Form ADV as filed with the SEC, or a similar disclosure document, as its brochure pursuant to Rule 204.3 of the Advisers Act. The Investor's execution of this Agreement shall be deemed acknowledgment of receipt thereof.
- L. Verification of Information.** The Investor represents and warrants to HSAM that all information furnished to HSAM in connection with the opening of the Portfolio (and all documents supplied by the Investor in this regard, including financial statements) are true, complete, and correct. HSAM is entitled to rely on this information until HSAM receives written notice of any change, which the Investor agrees to furnish promptly should any material changes occur.
- M. No Boycott of Israel Verification.** Pursuant to Chapter 2270 of the Texas Government Code, HSAM certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
- N. No Waiver of Immunity or Defense.** To the extent, if any, that this Agreement imposes an obligation on Investor make a payment or other expenditure of any sort, including any obligation of indemnity, such payment, expenditure or obligation shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of this Agreement. Investor has no duty to create a sinking fund for payment of any obligation of indemnity and no such fund is or will be created. To the extent not otherwise covered in this Agreement, DCTA retains its governmental and sovereign immunities and its limitations of liability. HSAM acknowledges that Investor is entering into this Agreement in its governmental capacity for the fulfillment of governmental functions and the subject and nature of this Agreement are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE NEXT PAGE IS A SIGNATURE PAGE.]

**By signing this Agreement, the undersigned Investor acknowledges receipt of a copy of this Agreement, including Schedule A.**

DENTON COUNTY TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Signature of Investor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Capacity of Signatory

**SCHEDULE A****FEE SCHEDULE AND EXPENSE ITEMS**

In consideration for the services rendered by Hilltop Securities Asset Management, LLC (“HSAM”) in connection with the investment of the Portfolio for the Investor, the Investor agrees to fixed fee of \$5,000 per quarter on portfolio balances up to \$50 million, and a tiered asset-based structure of four (4) basis points on average portfolio balances from \$50 to \$100 million, excluding repos, and balances held with DCTA’s own depository bank.

*On all balances above \$100 million, the fee is reduced to two (2) basis points.*

The above fee includes all costs associated with investment management. Safekeeping and banking fees will remain the responsibility of the Investor.

There are no initial setup fees, withdrawal or termination fees.

In the event that the Investor instructs Hilltop Securities or HSAM to invest bond proceeds into a flexible repurchase agreement, the winner bidder, not the Investor, will pay Hilltop Securities a fully disclosed bidding agent fee. Repo balances will then be excluded from the quarterly fee calculations.

Approximately fifteen (15) to thirty (30) days following the conclusion of each calendar quarter, HSAM shall provide Investor with an invoice that adequately sets forth the fees claimed to be due to HSAM for the prior calendar quarter. Said fee includes all costs of services related to the investment services provided under this Agreement. Any other fees earned by HSAM relating to Investor transactions, shall be described in advance of any transaction and fully disclosed to the Investor.



## Investment Portfolio Summary

### Denton County Transportation Authority



For the Quarter Ended

March 31, 2022

Prepared by  
HilltopSecurities Asset Management

## Table of Contents / Market Recap

### Report Name

Certification Page

Executive Summary

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#### **MARKET RECAP - MARCH 2022:**

The first quarter of 2022, capped by a dramatic March, brought substantial changes to the financial landscape. However, the change wasn't due to a shift in the economy's performance but rather a begrudging acknowledgement by policy makers that inflation has become a problem that must be dealt with. February's consumer price index, based entirely on conditions that predate Russia's actions in Ukraine, was up +7.9% year-over-year with the core rate up +6.4%. Both were 40-year highs that will track even higher in the months ahead as Russia's invasion of Ukraine has exacerbated inflationary pressures that were already boiling over. Russia is the world's second leading producer of oil behind the United States and the third leading wheat producer, with Ukraine checking in at #9. Ukraine is also a major corn producer, and the world's leader in sunflower production (Russian is #2). The war, together with sanctions against Russia, have taken much of that supply out of the market and sent prices skyward. The S&P GSCI, a global commodities price index, rose 29% in the first quarter and is up 55% over the last year.

Meanwhile, U.S. employment conditions show no signs of moderating. The economy added another 678k jobs during February, taking the six-month tally to 3.5 million and pulling the unemployment rate down to 3.8%. Initial claims for unemployment benefits set new record lows during March while the Job Openings and Labor Turnover survey logged a third straight month with job openings above the 11 million mark. There are now 1.8 job openings for every officially unemployed American actively seeking work.

On March 16th, the Federal Reserve's FOMC finally raised the fed funds target rate, though only by a modest 25 basis points, and also projected at least a 25 basis point rate hike at all six of the year's remaining meetings, while cracking open the door for larger increases if necessary. A few days later, Chair Powell blew the door open in a speech, saying, "The labor market is very strong, and inflation is much too high." He added, "There is an obvious need to move expeditiously to return the stance of monetary policy to a more neutral level, and then to move to more restrictive levels if that is what is required to restore price stability." Near the end of his speech, Powell was even more clear: "If the committee concludes that it is appropriate to move more aggressively by raising the federal funds rate by more than 25 bps at a meeting or meetings, we will do so." In the days that followed, Powell's hawkish message was repeated by a parade of Fed speakers, all indicating in one way or another that they were either in favor of, or open to, a series of larger 50 basis point hikes.

Bond markets, already worried about inflation, were sent reeling by the Fed's abrupt shift to inflation fighting hawks. When the year began, fed funds futures were calling for a mere 75 basis points of hikes this year. By the end of March, fed funds futures were pricing in another 200 basis points of rate hikes and an implied fed funds rate of 2.40% by year end. The yield on the two-year Treasury note, which is very sensitive to monetary policy, shot up 90 basis points from 1.43% at the end of February to 2.34% at the end of March. The 10-year note rose 51 basis points to close at 2.34%. The first quarter will go down as one of the worst bond market performances ever.

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**For the Quarter Ended**  
**March 31, 2022**

This report is prepared for the **Denton County Transportation Authority** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Officer Names and Titles:**

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Name: Marisa Perry, CPA	Title: Chief Financial Officer/VP of Finance
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Name: Paul Cristina	Title: Interim Chief Executive Officer
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### Account Summary

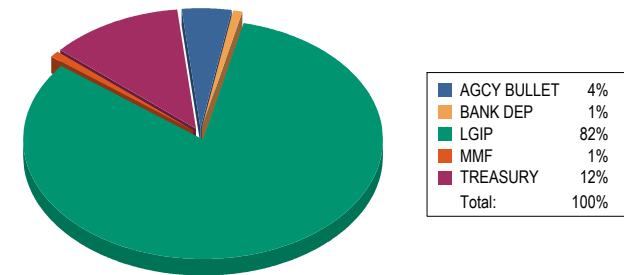
### Allocation by Security Type

Beginning Values as of 12/31/21

Ending Values as of 03/31/22

Par Value	74,932,350.76	79,893,329.17
Market Value	74,977,240.16	79,844,507.12
Book Value	74,981,132.86	79,921,506.38
Unrealized Gain/(Loss)	(3,892.70)	(76,999.26)
<b>Market Value %</b>	<b>99.99%</b>	<b>99.90%</b>

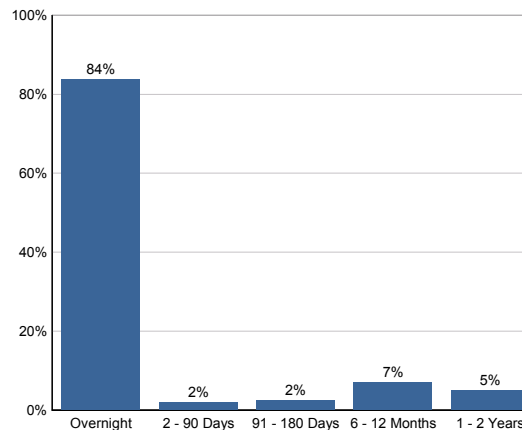
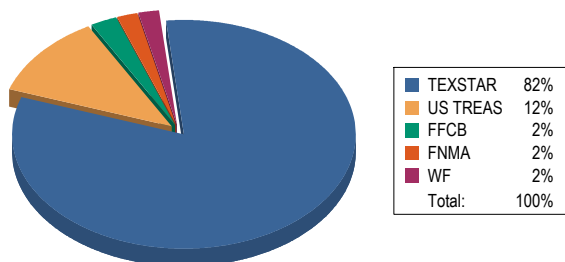
Weighted Avg. YTW	0.044%	0.181%
Weighted Avg. YTM	0.044%	0.181%



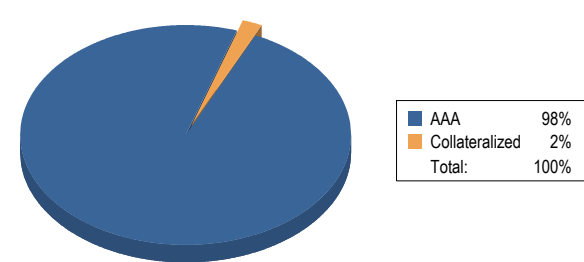
### Allocation by Issuer

### Maturity Distribution %

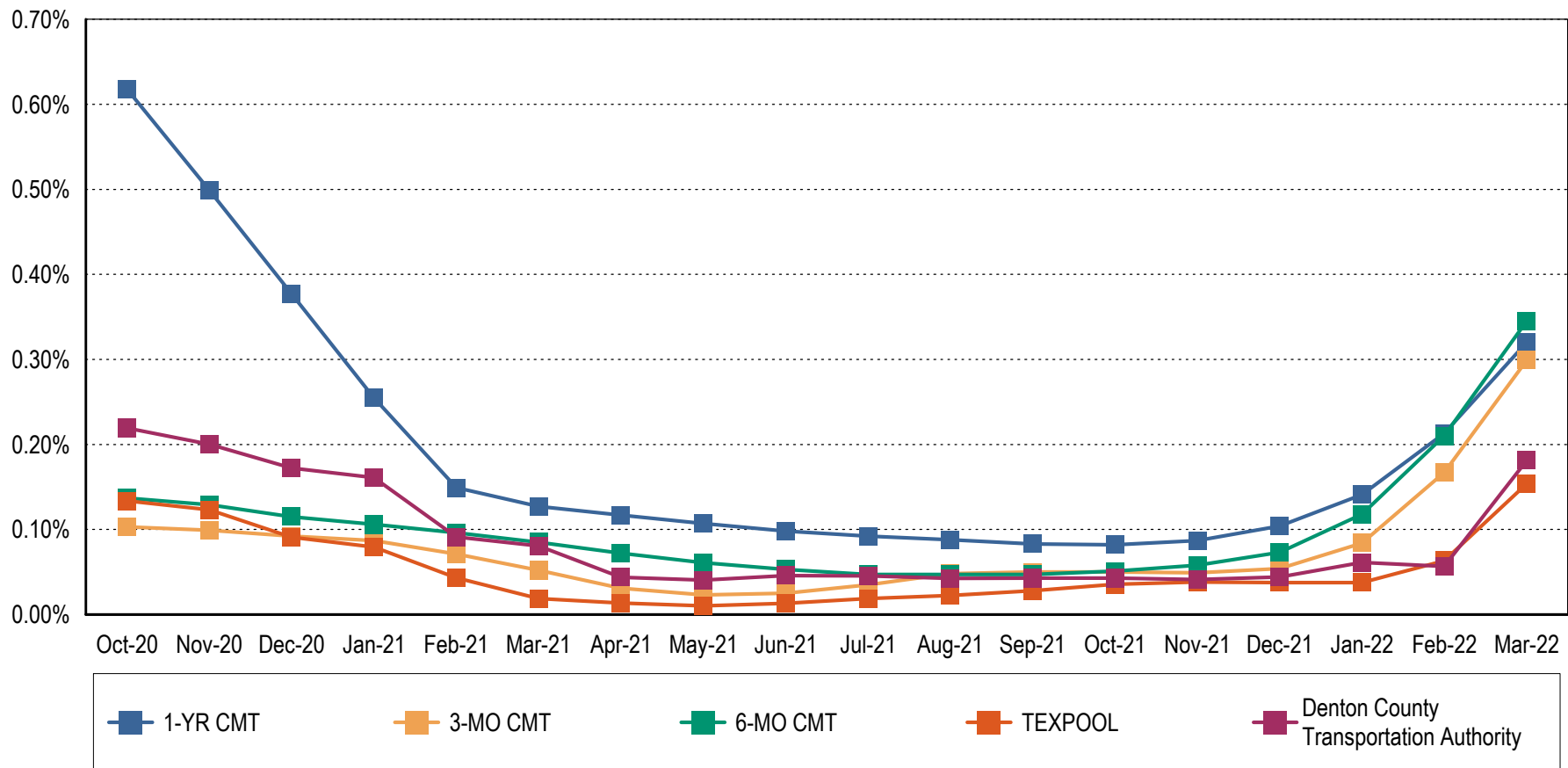
### Credit Quality



Weighted Average Days to Maturity: 42







**Note 1:** CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

**Note 2:** Benchmark data for TexPool is the monthly average yield.



CA02 Exhibit 2 Hilltop Securities Asset Management Proposal

**Denton County Transportation Authority**

**Detail of Security Holdings**

**As of 03/31/2022**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2011 Bond Fund</b>																	
WF-MANA		BANK DEP	Wells Fargo Managed Rate					679,859.44	100.000	679,859.44	679,859.44	100.000	679,859.44	1		0.160	0.160
<b>Total for 2011 Bond Fund</b>								<b>679,859.44</b>	<b>100.000</b>	<b>679,859.44</b>	<b>679,859.44</b>	<b>100.000</b>	<b>679,859.44</b>	<b>1</b>		<b>0.160</b>	<b>0.160</b>
<b>Additional Reserve Fund</b>																	
TEXSTAR		LGIP	TexSTAR					1,114,294.35	100.000	1,114,294.35	1,114,294.35	100.000	1,114,294.35	1		0.107	0.107
<b>Total for Additional Reserve Fund</b>								<b>1,114,294.35</b>	<b>100.000</b>	<b>1,114,294.35</b>	<b>1,114,294.35</b>	<b>100.000</b>	<b>1,114,294.35</b>	<b>1</b>		<b>0.107</b>	<b>0.107</b>
<b>Bond Fund</b>																	
TEXSTAR		LGIP	TexSTAR					1,238,153.32	100.000	1,238,153.32	1,238,153.32	100.000	1,238,153.32	1		0.107	0.107
<b>Total for Bond Fund</b>								<b>1,238,153.32</b>	<b>100.000</b>	<b>1,238,153.32</b>	<b>1,238,153.32</b>	<b>100.000</b>	<b>1,238,153.32</b>	<b>1</b>		<b>0.107</b>	<b>0.107</b>
<b>Operating Fund</b>																	
WF-SWEEP		MMF	Wells Fargo Sweep					785,297.17	100.000	785,297.17	785,297.17	100.000	785,297.17	1		0.000	0.000
<b>Total for Operating Fund</b>								<b>785,297.17</b>	<b>100.000</b>	<b>785,297.17</b>	<b>785,297.17</b>	<b>100.000</b>	<b>785,297.17</b>	<b>1</b>		<b>0.000</b>	<b>0.000</b>
<b>Reserve Fund</b>																	
TEXSTAR		LGIP	TexSTAR					4,099,884.40	100.000	4,099,884.40	4,099,884.40	100.000	4,099,884.40	1		0.107	0.107
912828XR6	04/20/21	TREAS NOTE	U.S. Treasury	1.750	05/31/22			1,500,000.00	101.852	1,527,773.44	1,504,115.73	100.222	1,503,329.85	61		0.085	0.085
912828M80	03/16/22	TREAS NOTE	U.S. Treasury	2.000	11/30/22			2,000,000.00	100.680	2,013,593.75	2,012,754.76	100.438	2,008,750.00	244		1.034	1.034
3135G0T94	10/14/21	AGCY BULET	FNMA	2.375	01/19/23			1,570,000.00	102.713	1,612,594.10	1,596,974.04	100.652	1,580,237.50	294		0.224	0.224
3133EMH96	06/25/21	AGCY BULET	FFCB	0.125	06/14/23			2,000,000.00	99.709	1,994,180.00	1,996,442.16	97.838	1,956,758.80	440		0.273	0.273
<b>Total for Reserve Fund</b>								<b>11,169,884.40</b>	<b>100.705</b>	<b>11,248,025.69</b>	<b>11,210,171.09</b>	<b>99.816</b>	<b>11,148,960.55</b>	<b>173</b>		<b>0.317</b>	<b>0.317</b>



CA02 Exhibit 2 Hilltop Securities Asset Management Proposal

**Denton County Transportation Authority**

**Detail of Security Holdings**

**As of 03/31/2022**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Sales Tax Fund</b>																	
TEXSTAR		LGIP	TexSTAR					58,905,840.49	100.000	58,905,840.49	58,905,840.49	100.000	58,905,840.49	1		0.107	0.107
912796S42	01/25/22	TREAS BILL	U.S. Treasury		07/21/22			2,000,000.00	99.830	1,996,592.75	1,997,863.26	99.796	1,995,930.00	112		0.347	0.347
912828L57	01/25/22	TREAS NOTE	U.S. Treasury	1.750	09/30/22			2,000,000.00	100.895	2,017,890.63	2,013,118.68	100.344	2,006,875.00	183		0.428	0.428
912828ZH6	03/16/22	TREAS NOTE	U.S. Treasury	0.250	04/15/23			2,000,000.00	98.797	1,975,937.50	1,976,908.58	98.465	1,969,296.80	380		1.374	1.374
<b>Total for Sales Tax Fund</b>								<b>64,905,840.49</b>	<b>99.986</b>	<b>64,896,261.37</b>	<b>64,893,731.01</b>	<b>99.958</b>	<b>64,877,942.29</b>	<b>22</b>		<b>0.163</b>	<b>0.163</b>
<b>Total for Denton County Transportation Authority</b>								<b>79,893,329.17</b>	<b>100.087</b>	<b>79,961,891.34</b>	<b>79,921,506.38</b>	<b>99.940</b>	<b>79,844,507.12</b>	<b>42</b>		<b>0.181</b>	<b>0.181</b>



CA02 Exhibit 2 Hilltop Securities Asset Management Proposal

**Denton County Transportation Authority**

**Change in Value**

*From 12/31/2021 to 03/31/2022*

CUSIP	Security Type	Security Description	12/31/21 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/22 Book Value	12/31/21 Market Value	03/31/22 Market Value	Change in Mkt Value
<b>2011 Bond Fund</b>											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	698,003.95	83.96	(18,228.47)	0.00	0.00	679,859.44	698,003.95	679,859.44	(18,144.51)
<b>Total for 2011 Bond Fund</b>			<b>698,003.95</b>	<b>83.96</b>	<b>(18,228.47)</b>	<b>0.00</b>	<b>0.00</b>	<b>679,859.44</b>	<b>698,003.95</b>	<b>679,859.44</b>	<b>(18,144.51)</b>
<b>Additional Reserve Fund</b>											
TEXSTAR	LGIP	TexSTAR	1,014,823.08	99,471.27	0.00	0.00	0.00	1,114,294.35	1,014,823.08	1,114,294.35	99,471.27
<b>Total for Additional Reserve Fund</b>			<b>1,014,823.08</b>	<b>99,471.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,114,294.35</b>	<b>1,014,823.08</b>	<b>1,114,294.35</b>	<b>99,471.27</b>
<b>Bond Fund</b>											
TEXSTAR	LGIP	TexSTAR	678,055.22	560,098.10	0.00	0.00	0.00	1,238,153.32	678,055.22	1,238,153.32	560,098.10
<b>Total for Bond Fund</b>			<b>678,055.22</b>	<b>560,098.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,238,153.32</b>	<b>678,055.22</b>	<b>1,238,153.32</b>	<b>560,098.10</b>
<b>Operating Fund</b>											
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-SWEEP	MMF	Wells Fargo Sweep	374,008.95	473,345.02	(62,056.80)	0.00	0.00	785,297.17	374,008.95	785,297.17	411,288.22
<b>Total for Operating Fund</b>			<b>374,008.95</b>	<b>473,345.02</b>	<b>(62,056.80)</b>	<b>0.00</b>	<b>0.00</b>	<b>785,297.17</b>	<b>374,008.95</b>	<b>785,297.17</b>	<b>411,288.22</b>
<b>Reserve Fund</b>											
TEXSTAR	LGIP	TexSTAR	3,096,570.08	1,511,313.02	(507,998.70)	0.00	0.00	4,099,884.40	3,096,570.08	4,099,884.40	1,003,314.32
WF-PREM	BANK DEP	Wells Fargo Premium Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	1,501,729.52	0.00	(1,500,000.00)	(1,729.52)	0.00	0.00	1,501,648.50	0.00	(1,501,648.50)
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	1,504,571.09	0.00	(1,500,000.00)	(4,571.09)	0.00	0.00	1,506,083.10	0.00	(1,506,083.10)
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	1,501,092.66	0.00	(1,500,000.00)	(1,092.66)	0.00	0.00	1,501,017.00	0.00	(1,501,017.00)
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	1,510,289.31	0.00	0.00	(6,173.58)	0.00	1,504,115.73	1,509,784.50	1,503,329.85	(6,454.65)
912828M80	TREAS NOTE	U.S. Treasury 2.000 11/30/22	0.00	2,013,593.75	0.00	(838.99)	0.00	2,012,754.76	0.00	2,008,750.00	2,008,750.00
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	1,605,395.60	0.00	0.00	(8,421.56)	0.00	1,596,974.04	1,602,246.70	1,580,237.50	(22,009.20)
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	1,995,703.92	0.00	0.00	738.24	0.00	1,996,442.16	1,994,109.60	1,956,758.80	(37,350.80)
<b>Total for Reserve Fund</b>			<b>12,715,352.18</b>	<b>3,524,906.77</b>	<b>(5,007,998.70)</b>	<b>(22,089.16)</b>	<b>0.00</b>	<b>11,210,171.09</b>	<b>12,711,459.48</b>	<b>11,148,960.55</b>	<b>(1,562,498.93)</b>



## Denton County Transportation Authority

### Change in Value

From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	12/31/21 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/22 Book Value	12/31/21 Market Value	03/31/22 Market Value	Change in Mkt Value
<b>Sales Tax Fund</b>											
TEXSTAR	LGIP	TexSTAR	59,500,889.48	5,988,693.97	(6,583,742.96)	0.00	0.00	58,905,840.49	59,500,889.48	58,905,840.49	(595,048.99)
912796S42	TREAS BILL	U.S. Treasury 0.000 07/21/22	0.00	1,996,592.75	0.00	1,270.51	0.00	1,997,863.26	0.00	1,995,930.00	1,995,930.00
912828L57	TREAS NOTE	U.S. Treasury 1.750 09/30/22	0.00	2,017,890.63	0.00	(4,771.95)	0.00	2,013,118.68	0.00	2,006,875.00	2,006,875.00
912828ZH6	TREAS NOTE	U.S. Treasury 0.250 04/15/23	0.00	1,975,937.50	0.00	971.08	0.00	1,976,908.58	0.00	1,969,296.80	1,969,296.80
<b>Total for Sales Tax Fund</b>			<b>59,500,889.48</b>	<b>11,979,114.85</b>	<b>(6,583,742.96)</b>	<b>(2,530.36)</b>	<b>0.00</b>	<b>64,893,731.01</b>	<b>59,500,889.48</b>	<b>64,877,942.29</b>	<b>5,377,052.81</b>
<b>Total for Denton County Transportation Authority</b>											
<b>Total for Denton County Transportation Authority</b>			<b>74,981,132.86</b>	<b>16,637,019.97</b>	<b>(11,672,026.93)</b>	<b>(24,619.52)</b>	<b>0.00</b>	<b>79,921,506.38</b>	<b>74,977,240.16</b>	<b>79,844,507.12</b>	<b>4,867,266.96</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2011 Bond Fund</b>									
WF-MANA	BANK DEP	Wells Fargo Managed Rate	0.00	271.38	271.38	0.00	0.00	0.00	271.38
<b>Total for 2011 Bond Fund</b>			<b>0.00</b>	<b>271.38</b>	<b>271.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>271.38</b>
<b>Additional Reserve Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	118.17	118.17	0.00	0.00	0.00	118.17
<b>Total for Additional Reserve Fund</b>			<b>0.00</b>	<b>118.17</b>	<b>118.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>118.17</b>
<b>Bond Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	98.10	98.10	0.00	0.00	0.00	98.10
<b>Total for Bond Fund</b>			<b>0.00</b>	<b>98.10</b>	<b>98.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>98.10</b>
<b>Operating Fund</b>									
<b>Total for Operating Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Reserve Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	431.42	431.42	0.00	0.00	0.00	431.42
912828H86	TREAS NOTE	U.S. Treasury 1.500 01/31/22	9,415.76	1,834.24	11,250.00	0.00	0.00	(1,729.52)	104.72
313378CR0	AGCY BULET	FHLB 2.250 03/11/22	10,312.50	6,562.50	16,875.00	0.00	0.00	(4,571.09)	1,991.41
912828ZG8	TREAS NOTE	U.S. Treasury 0.375 03/31/22	1,437.16	1,375.34	2,812.50	0.00	0.00	(1,092.66)	282.68
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	2,307.69	6,490.39	0.00	0.00	8,798.08	(6,173.58)	316.81
912828M80	TREAS NOTE	U.S. Treasury 2.000 11/30/22	0.00	1,758.24	0.00	(11,648.35)	13,406.59	(838.99)	919.25
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	16,779.38	9,321.87	18,643.75	0.00	7,457.50	(8,421.56)	900.31
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	118.06	625.00	0.00	0.00	743.06	738.24	1,363.24
<b>Total for Reserve Fund</b>			<b>40,370.55</b>	<b>28,399.00</b>	<b>50,012.67</b>	<b>(11,648.35)</b>	<b>30,405.23</b>	<b>(22,089.16)</b>	<b>6,309.84</b>



CA02 Exhibit 2 Hilltop Securities Asset Management Proposal  
**Denton County Transportation Authority**  
**Earned Income**  
*From 12/31/2021 to 03/31/2022*

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Sales Tax Fund</b>									
TEXSTAR	LGIP	TexSTAR	0.00	6,434.29	6,434.29	0.00	0.00	0.00	6,434.29
912796S42	TREAS BILL	U.S. Treasury 0.000 07/21/22	0.00	0.00	0.00	0.00	0.00	1,270.51	1,270.51
912828L57	TREAS NOTE	U.S. Treasury 1.750 09/30/22	0.00	6,345.63	17,500.00	(11,250.00)	95.63	(4,771.95)	1,573.68
912828ZH6	TREAS NOTE	U.S. Treasury 0.250 04/15/23	0.00	219.78	0.00	(2,087.91)	2,307.69	971.08	1,190.86
<b>Total for Sales Tax Fund</b>			<b>0.00</b>	<b>12,999.70</b>	<b>23,934.29</b>	<b>(13,337.91)</b>	<b>2,403.32</b>	<b>(2,530.36)</b>	<b>10,469.34</b>
<b>Total for Denton County Transportation Authority</b>									
			<b>40,370.55</b>	<b>41,886.35</b>	<b>74,434.61</b>	<b>(24,986.26)</b>	<b>32,808.55</b>	<b>(24,619.52)</b>	<b>17,266.83</b>

**Denton County Transportation Authority**

**Investment Transactions**

From 01/01/2022 to 03/31/2022

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Reserve Fund</b>															
<b>Maturities</b>															
01/31/22	01/31/22	912828H86	TREAS NOTE	U.S. Treasury	1.500	01/31/22		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.085	
03/11/22	03/11/22	313378CR0	AGCY BULET	FHLB	2.250	03/11/22		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.677	
03/31/22	03/31/22	912828ZG8	TREAS NOTE	U.S. Treasury	0.375	03/31/22		1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.077	
<b>Total for: Maturities</b>								<b>4,500,000.00</b>		<b>4,500,000.00</b>	<b>0.00</b>	<b>4,500,000.00</b>		<b>0.280</b>	
<b>Purchases</b>															
03/15/22	03/16/22	912828M80	TREAS NOTE	U.S. Treasury	2.000	11/30/22		2,000,000.00	100.680	2,013,593.75	11,648.35	2,025,242.10		1.034	1.034
<b>Total for: Purchases</b>								<b>2,000,000.00</b>		<b>2,013,593.75</b>	<b>11,648.35</b>	<b>2,025,242.10</b>		<b>1.034</b>	<b>1.034</b>
<b>Income Payments</b>															
01/19/22	01/19/22	3135G0T94	AGCY BULET	FNMA	2.375	01/19/23				0.00	18,643.75	18,643.75			
01/31/22	01/31/22	912828H86	TREAS NOTE	U.S. Treasury	1.500	01/31/22				0.00	11,250.00	11,250.00			
03/11/22	03/11/22	313378CR0	AGCY BULET	FHLB	2.250	03/11/22				0.00	16,875.00	16,875.00			
03/31/22	03/31/22	912828ZG8	TREAS NOTE	U.S. Treasury	0.375	03/31/22				0.00	2,812.50	2,812.50			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>49,581.25</b>	<b>49,581.25</b>			
<b>Sales Tax Fund</b>															
<b>Purchases</b>															
01/24/22	01/25/22	912796S42	TREAS BILL	U.S. Treasury		07/21/22		2,000,000.00	99.830	1,996,592.75	0.00	1,996,592.75		0.347	0.347
01/24/22	01/25/22	912828L57	TREAS NOTE	U.S. Treasury	1.750	09/30/22		2,000,000.00	100.895	2,017,890.63	11,250.00	2,029,140.63		0.428	0.428
03/15/22	03/16/22	912828ZH6	TREAS NOTE	U.S. Treasury	0.250	04/15/23		2,000,000.00	98.797	1,975,937.50	2,087.91	1,978,025.41		1.374	1.374
<b>Total for: Purchases</b>								<b>6,000,000.00</b>		<b>5,990,420.88</b>	<b>13,337.91</b>	<b>6,003,758.79</b>		<b>0.716</b>	<b>0.716</b>
<b>Income Payments</b>															
03/31/22	03/31/22	912828L57	TREAS NOTE	U.S. Treasury	1.750	09/30/22				0.00	17,500.00	17,500.00			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>17,500.00</b>	<b>17,500.00</b>			





Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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**Total for All Portfolios**

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	4,500,000.00	4,500,000.00		0.280	
Total Purchases	8,000,000.00	8,029,000.89		0.796	0.796
Total Income Payments	0.00	67,081.25			

## Denton County Transportation Authority

### Amortization and Accretion

From 12/31/2021 to 03/31/2022

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Reserve Fund</b>											
912828H86	02/12/21	TREAS NOTE	U.S. Treasury 1.500 01/31/22		0.00	101.367	0.00	(1,729.52)	0.00	0.00	0.00
313378CR0	03/13/20	AGCY BULET	FHLB 2.250 03/11/22		0.00	103.110	0.00	(4,571.09)	0.00	0.00	0.00
912828ZG8	02/22/21	TREAS NOTE	U.S. Treasury 0.375 03/31/22		0.00	100.328	0.00	(1,092.66)	0.00	0.00	0.00
912828XR6	04/20/21	TREAS NOTE	U.S. Treasury 1.750 05/31/22		1,500,000.00	101.852	1,527,773.44	(6,173.58)	(23,657.71)	(4,115.73)	1,504,115.73
912828M80	03/16/22	TREAS NOTE	U.S. Treasury 2.000 11/30/22		2,000,000.00	100.680	2,013,593.75	(838.99)	(838.99)	(12,754.76)	2,012,754.76
3135G0T94	10/14/21	AGCY BULET	FNMA 2.375 01/19/23		1,570,000.00	102.713	1,612,594.10	(8,421.56)	(15,620.06)	(26,974.04)	1,596,974.04
3133EMH96	06/25/21	AGCY BULET	FFCB 0.125 06/14/23		2,000,000.00	99.709	1,994,180.00	738.24	2,262.16	3,557.84	1,996,442.16
<b>Total for Reserve Fund</b>					<b>7,070,000.00</b>		<b>7,148,141.29</b>	<b>(22,089.16)</b>	<b>(37,854.60)</b>	<b>(40,286.69)</b>	<b>7,110,286.69</b>
<b>Sales Tax Fund</b>											
912796S42	01/25/22	TREAS BILL	U.S. Treasury 0.000 07/21/22		2,000,000.00	99.830	1,996,592.75	1,270.51	1,270.51	2,136.74	1,997,863.26
912828L57	01/25/22	TREAS NOTE	U.S. Treasury 1.750 09/30/22		2,000,000.00	100.895	2,017,890.63	(4,771.95)	(4,771.95)	(13,118.68)	2,013,118.68
912828ZH6	03/16/22	TREAS NOTE	U.S. Treasury 0.250 04/15/23		2,000,000.00	98.797	1,975,937.50	971.08	971.08	23,091.42	1,976,908.58
<b>Total for Sales Tax Fund</b>					<b>6,000,000.00</b>		<b>5,990,420.88</b>	<b>(2,530.36)</b>	<b>(2,530.36)</b>	<b>12,109.48</b>	<b>5,987,890.52</b>
<b>Total for Denton County Transportation Authority</b>					<b>13,070,000.00</b>		<b>13,138,562.17</b>	<b>(24,619.52)</b>	<b>(40,384.96)</b>	<b>(28,177.21)</b>	<b>13,098,177.21</b>



CA02 Exhibit 2 Hilltop Securities Asset Management Proposal

**Denton County Transportation Authority**

**Projected Cash Flows**

*Cash Flows for next 180 days from 03/31/2022*

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Reserve Fund</b>						
912828M80	TREAS NOTE	U.S. Treasury 2.000 11/30/22	05/31/22	20,000.00	0.00	20,000.00
912828XR6	TREAS NOTE	U.S. Treasury 1.750 05/31/22	05/31/22	13,125.00	1,500,000.00	1,513,125.00
3133EMH96	AGCY BULET	FFCB 0.125 06/14/23	06/14/22	1,250.00	0.00	1,250.00
3135G0T94	AGCY BULET	FNMA 2.375 01/19/23	07/19/22	18,643.75	0.00	18,643.75
<b>Total for Reserve Fund</b>				<b>53,018.75</b>	<b>1,500,000.00</b>	<b>1,553,018.75</b>
<b>Sales Tax Fund</b>						
912828ZH6	TREAS NOTE	U.S. Treasury 0.250 04/15/23	04/15/22	2,500.00	0.00	2,500.00
912796S42	TREAS BILL	U.S. Treasury 0.000 07/21/22	07/21/22	0.00	2,000,000.00	2,000,000.00
<b>Total for Sales Tax Fund</b>				<b>2,500.00</b>	<b>2,000,000.00</b>	<b>2,002,500.00</b>



CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			April 2022	2,500.00	0.00	2,500.00
			May 2022	33,125.00	1,500,000.00	1,533,125.00
			June 2022	1,250.00	0.00	1,250.00
			July 2022	18,643.75	2,000,000.00	2,018,643.75
<b>Total Projected Cash Flows for Denton County Transportation Authorit</b>				<b>55,518.75</b>	<b>3,500,000.00</b>	<b>3,555,518.75</b>



## Investment Portfolio Summary

██████ -Mgmt ██████

Month End (M3 Y2022)

12/01/2021 - 12/31/2021

Dated: 01/31/2022

Unlocked: the data is subject to change

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Dated: 01/31/2022

<u>Executive Summary (██████ -Mgmt (275824))</u>	1
<u>Detail of Security Holdings (██████ -Mgmt (275824))</u>	2
<u>Change in Value (██████ -Mgmt (275824))</u>	3
<u>Earned Income (██████ -Mgmt (275824))</u>	4
<u>Investment Transactions (██████ -Mgmt (275824))</u>	5
<u>Amortization and Accretion (██████ -Mgmt (275824))</u>	6
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# Executive Summary

12/01/2021 - 12/31/2021

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- Mgmt (275824)

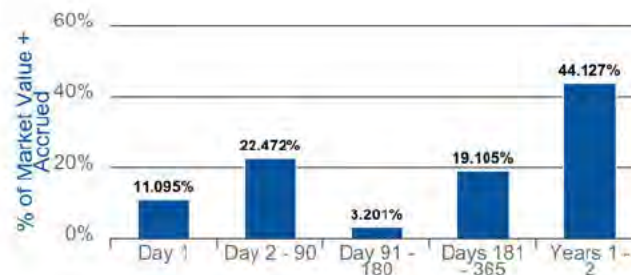
Dated: 01/31/2022

## Account Summary

	Portfolio
Beginning Par Value	132,500,000.00
Beginning Market Value	132,706,951.90
Beginning Book Value	132,571,443.01
Unrealized Gain / Loss	-124,408.16
Ending Par Value	157,500,000.00
Ending Book Value	157,429,645.89
Ending Market Value	157,305,237.73
Net Income	113,534.05
Yield to Worst	0.455
Yield to Maturity	0.420

Footnotes: 1,2

## Maturity Distribution %



## Cash and Fixed Income Summary

	Portfolio
Portfolio Book Value	157,429,645.89
Cash Book Value	0.00
MMFUND Book Value	0.00
LGIP Book Value	0.00
CD Book Value	0.00
Bank Deposit Book Value	0.00
Fixed Income Investments Book Value	157,429,645.89
Duration	0.874
WAM (Days)	321
Years to Final Maturity	0.878
Years to Effective Maturity	0.878
Yield to Maturity	0.420

Footnote: 3

## Allocation by Issuer

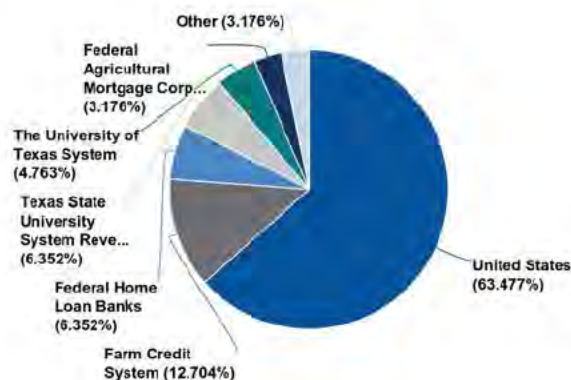


Chart calculated by: % of Ending Book Value

## Allocation by Security Type

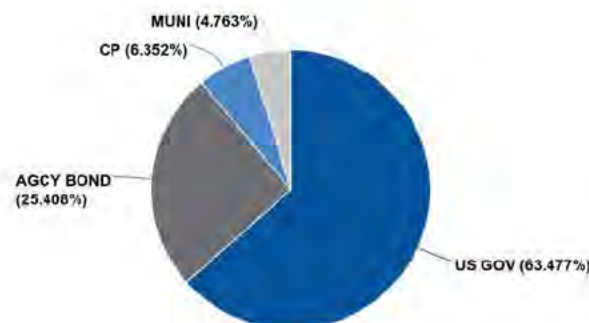


Chart calculated by: % of Ending Book Value

## Credit Quality



Chart calculated by: % of Ending Book Value

1: \* Weighted by: Ending Book Value. 2: \* Formula Column: Unrealized Gain / Loss = [Ending Unrealized Gain] + [Ending Unrealized Loss]. 3: \* Weighted by: Portfolio Book Value.



# Detail of Security Holdings

- Mgmt (275824)

Base Currency: USD As of 12/31/2021

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Dated: 01/31/2022

CUSIP	Settle Date	Security Description	CPN	Mty Date	Calla ble	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	HTS YTM, HTS YTW
91282CDM0	12/10/2021	UNITED STATES TREASURY	0.500	11/30/2023	N	100.000	99.668	10,000,000.00	9,967,809.36	99.6250	9,962,500.00	699	0.697 0.697
91282CCU3	09/16/2021	UNITED STATES TREASURY	0.125	08/31/2023	N	100.000	99.836	10,000,000.00	9,986,069.64	99.1250	9,912,500.00	608	0.655 0.655
3135G0U92	01/11/2019	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.625	01/11/2022	N	1,000.000	99.966	5,000,000.00	4,999,983.87	100.0558	5,002,790.00	11	0.608 0.608
91282CCK5	---	UNITED STATES TREASURY	0.125	06/30/2023	N	100.000	99.586	20,000,000.00	19,926,894.25	99.3125	19,862,500.00	546	0.586 0.586
91282CCD1	12/03/2021	UNITED STATES TREASURY	0.125	05/31/2023	N	100.000	99.492	10,000,000.00	9,951,924.51	99.3750	9,937,500.00	516	0.569 0.569
91282CBU4	11/15/2021	UNITED STATES TREASURY	0.125	03/31/2023	N	100.000	99.719	20,000,000.00	19,949,029.27	99.5156	19,903,125.00	455	0.515 0.515
3133EJ5P0	01/18/2019	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.600	01/18/2022	N	1,000.000	99.971	5,000,000.00	4,999,977.12	100.1036	5,005,180.00	18	0.401 0.401
91282CAX9	06/22/2021	UNITED STATES TREASURY	0.125	11/30/2022	N	100.000	99.938	10,000,000.00	9,996,040.01	99.7656	9,976,562.50	334	0.382 0.382
9128283C2	10/14/2021	UNITED STATES TREASURY	2.000	10/31/2022	N	100.000	101.977	10,000,000.00	10,156,585.22	101.3438	10,134,375.00	304	0.380 0.380
91282CAR2	06/22/2021	UNITED STATES TREASURY	0.125	10/31/2022	N	100.000	99.953	10,000,000.00	9,997,134.63	99.8281	9,982,812.50	304	0.332 0.332
31422BCD0	02/01/2019	FEDERAL AGRICULTURAL MORTGAGE CORP	2.680	02/01/2022	N	1,000.000	100.046	5,000,000.00	5,000,066.32	100.1989	5,009,945.00	32	0.289 0.289
3133EKAK2	02/14/2019	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.530	02/14/2022	N	1,000.000	99.831	5,000,000.00	4,999,651.90	100.2742	5,013,710.00	45	0.232 0.232
313379Q69	05/23/2019	FEDERAL HOME LOAN BANKS	2.125	06/10/2022	N	5,000.000	99.675	5,000,000.00	4,997,639.33	100.8480	5,042,400.00	161	0.203 0.203
3133EKBV7	03/01/2019	FEDERAL FARM CREDIT BANKS FUNDING CORP	2.550	03/01/2022	N	1,000.000	99.997	10,000,000.00	9,999,983.20	100.3914	10,039,140.00	60	0.199 0.199
313378WG2	03/28/2019	FEDERAL HOME LOAN BANKS	2.500	03/11/2022	N	5,000.000	100.793	5,000,000.00	5,002,629.46	100.4494	5,022,470.00	70	0.187 0.187
91510LAC9	07/16/2021	Texas State University System Revenue Financing Sy	0.000	01/12/2022	N	—	99.935	10,000,000.00	9,999,602.78	99.9960	9,999,602.73	12	0.130 —
91512DC25	09/01/2021	THE PERMANENT UNIVERSITY FUND	0.000	03/02/2022	N	—	99.944	7,500,000.00	7,498,625.01	99.9750	7,498,125.00	61	0.148 —
—	—	—	0.862	11/17/2022	N	642.857	99.968	157,500,000.00	157,429,645.89	99.8763	157,305,237.73	321	0.420 0.455

\* Weighted by: Orig Cost.   \* Holdings Displayed by: Position.



# Change in Value

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

CUSIP	Security Description	Beginning Market Value	Cost of Purchases	Net Amortization/Accretion Income	Change in Net Unrealized Gain/Loss	Ending Market Value
9128283C2	UNITED STATES TREASURY	5,080,468.75	0.00	-8,087.57	-5,193.68	5,067,187.50
91282CAR2	UNITED STATES TREASURY	9,992,187.50	0.00	295.95	-9,670.95	9,982,812.50
91282CAX9	UNITED STATES TREASURY	9,987,500.00	0.00	369.59	-11,307.09	9,976,562.50
91282CBU4	UNITED STATES TREASURY	9,970,312.50	0.00	1,741.03	-20,491.03	9,951,562.50
91282CCK5	UNITED STATES TREASURY	0.00	9,944,921.88	2,746.70	-16,418.58	9,931,250.00
91282CCU3	UNITED STATES TREASURY	4,971,875.00	0.00	358.66	-15,983.66	4,956,250.00
91282CDM0	UNITED STATES TREASURY	0.00	4,983,398.44	506.24	-2,654.68	4,981,250.00
91510LAC9	Texas State University System Revenue Financing Sy	4,999,241.58	0.00	559.72	0.07	4,999,801.37
91512DC25	THE PERMANENT UNIVERSITY FUND	7,497,156.25	0.00	710.41	258.34	7,498,125.00
—	—	52,498,741.58	14,928,320.32	-799.27	-81,461.26	67,344,801.37

CUSIP	Security Description	Beginning Market Value	Cost of Purchases	Net Amortization/Accretion Income	Change in Net Unrealized Gain/Loss	Ending Market Value
3130AFFN2	FEDERAL HOME LOAN BANKS	5,003,680.00	0.00	-449.35	-3,230.65	0.00
313378WG2	FEDERAL HOME LOAN BANKS	5,033,550.00	0.00	-1,181.35	-9,898.65	5,022,470.00
313379Q69	FEDERAL HOME LOAN BANKS	5,052,510.00	0.00	464.89	-10,574.89	5,042,400.00
3133EJ5P0	FEDERAL FARM CREDIT BANKS FUNDING CORP	5,016,550.00	0.00	41.72	-11,411.72	5,005,180.00
3133EKAK2	FEDERAL FARM CREDIT BANKS FUNDING CORP	5,024,890.00	0.00	245.25	-11,425.25	5,013,710.00
3133EKBV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	10,061,640.00	0.00	8.83	-22,508.83	10,039,140.00
3135G0U92	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,014,225.00	0.00	49.99	-11,485.00	5,002,790.00
31422BCD0	FEDERAL AGRICULTURAL MORTGAGE CORP	5,021,455.00	0.00	-66.32	-11,443.68	5,009,945.00
9128283C2	UNITED STATES TREASURY	5,080,468.75	0.00	-8,087.57	-5,193.68	5,067,187.50
91282CBU4	UNITED STATES TREASURY	9,970,312.50	0.00	1,741.03	-20,491.03	9,951,562.50
91282CCD1	UNITED STATES TREASURY	0.00	9,949,218.75	2,705.76	-14,424.51	9,937,500.00
91282CCK5	UNITED STATES TREASURY	9,957,812.50	0.00	1,167.13	-27,729.63	9,931,250.00
91282CCU3	UNITED STATES TREASURY	4,971,875.00	0.00	358.66	-15,983.66	4,956,250.00
91282CDM0	UNITED STATES TREASURY	0.00	4,983,398.44	506.24	-2,654.68	4,981,250.00
91510LAC9	Texas State University System Revenue Financing Sy	4,999,241.58	0.00	559.72	0.07	4,999,801.37
—	—	80,208,210.33	14,932,617.19	-1,935.36	-178,455.80	89,960,436.37

## Summary

CUSIP	Security Description	Beginning Market Value	Cost of Purchases	Net Amortization/Accretion Income	Change in Net Unrealized Gain/Loss	Ending Market Value
—	—	132,706,951.90	29,860,937.51	-2,734.63	-259,917.06	157,305,237.73

\* Grouped by: Account. \* Groups Sorted by: Account. \* Weighted by: Ending Book Value. \* Holdings Displayed by: Lot.

# Earned Income

Base Currency: USD 12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

Sec. Description	Beg. Accrued	Interest Earned	Interest Purchased	Ending Accrued Balance	Net Income
UNITED STATES TREASURY	8,563.54	8,563.54	0.00	17,127.07	475.96
UNITED STATES TREASURY	1,070.44	1,070.44	0.00	2,140.88	1,366.39
UNITED STATES TREASURY	34.34	1,064.56	0.00	1,098.90	1,434.15
UNITED STATES TREASURY	2,129.12	1,064.56	0.00	3,193.68	2,805.59
UNITED STATES TREASURY	1,588.40	535.22	0.00	2,123.62	893.88
Texas State University System Revenue Financing Sy	0.00	0.00	0.00	0.00	559.72
THE PERMANENT UNIVERSITY FUND	0.00	0.00	0.00	0.00	710.41
UNITED STATES TREASURY	0.00	1,510.99	-686.81	2,197.80	2,017.23
UNITED STATES TREASURY	0.00	985.62	-5,298.91	34.53	3,732.33
—	13,385.84	14,794.93	-5,985.72	27,916.49	13,995.66

Sec. Description	Beg. Accrued	Interest Earned	Interest Purchased	Ending Accrued Balance	Net Income
FEDERAL HOME LOAN BANKS	27,777.78	10,416.67	0.00	38,194.44	9,235.32
UNITED STATES TREASURY	8,563.54	8,563.54	0.00	17,127.07	475.96
FEDERAL NATIONAL MORTGAGE ASSOCIATION	51,041.67	10,937.50	0.00	61,979.17	10,987.50
FEDERAL FARM CREDIT BANKS FUND NG CORP	48,027.78	10,833.33	0.00	58,861.11	10,875.06
FEDERAL AGRICULTURAL MORTGAGE CORP	44,666.67	11,166.67	0.00	55,833.33	11,100.34
FEDERAL FARM CREDIT BANKS FUND NG CORP	37,598.61	10,541.67	0.00	48,140.28	10,786.92
FEDERAL FARM CREDIT BANKS FUND NG CORP	63,750.00	21,250.00	0.00	85,000.00	21,258.83
UNITED STATES TREASURY	2,129.12	1,064.56	0.00	3,193.68	2,805.59
UNITED STATES TREASURY	0.00	995.88	-103.02	1,098.90	3,701.65
UNITED STATES TREASURY	1,588.40	535.22	0.00	2,123.62	893.88
Texas State University System Revenue Financing Sy	0.00	0.00	0.00	0.00	559.72
UNITED STATES TREASURY	0.00	1,510.99	-686.81	2,197.80	2,017.23
UNITED STATES TREASURY	5,230.98	1,053.55	0.00	34.53	2,220.68
FEDERAL HOME LOAN BANKS	50,468.75	8,854.17	0.00	6,197.92	9,319.06
FEDERAL HOME LOAN BANKS	71,250.00	3,750.00	0.00	0.00	3,300.65
—	412,093.28	101,473.74	-789.83	379,981.86	99,538.39

## Summary

Sec. Description	Beg. Accrued	Interest Earned	Interest Purchased	Ending Accrued Balance	Net Income
—	425,479.12	116,268.67	-6,775.55	407,898.35	113,534.05

\* Grouped by: Account. \* Groups Sorted by: Account. \* Weighted by: Ending Base Market Value + Accrued. \* Holdings Displayed by: Lot.



# Investment Transactions

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## 1 - Treasury

Account	Trade Date	Settle Date	CUSIP	Security Description	Coupon	Mty Date	Call Date	Transaction Type	Par Value	Principal Amount	Interest Purchased/Received	Total Amount
	12/10/2021	12/10/2021	3130AFFN2	FEDERAL HOME LOAN BANKS	3.000	12/10/2021	---	Coupon	0.00	0.00	0.00	75,000.00
	12/10/2021	12/10/2021	3130AFFN2	FEDERAL HOME LOAN BANKS	3.000	12/10/2021	---	Maturity	-5,000,000.00	5,000,000.00	0.00	5,000,000.00
	12/10/2021	12/10/2021	313379Q69	FEDERAL HOME LOAN BANKS	2.125	06/10/2022	---	Coupon	0.00	0.00	0.00	53,125.00
	12/02/2021	12/03/2021	91282CCD1	UNITED STATES TREASURY	0.125	05/31/2023	---	Buy	10,000,000.00	-9,949,218.75	103.02	0.00
	12/02/2021	12/03/2021	91282CCD1	UNITED STATES TREASURY	0.125	05/31/2023	---	Buy	0.00	0.00	0.00	-9,949,321.77
	12/31/2021	12/31/2021	91282CCK5	UNITED STATES TREASURY	0.125	06/30/2023	---	Coupon	0.00	0.00	0.00	6,250.00
	12/09/2021	12/10/2021	91282CDM0	UNITED STATES TREASURY	0.500	11/30/2023	---	Buy	5,000,000.00	-4,983,398.44	686.81	0.00
	12/09/2021	12/10/2021	91282CDM0	UNITED STATES TREASURY	0.500	11/30/2023	---	Buy	0.00	0.00	0.00	-4,984,085.25
	12/03/2021	12/03/2021	CCYUSD	US DOLLAR	0.000	12/31/2021	---	Cash Transfer	9,949,321.77	9,949,321.77	0.00	9,949,321.77
	12/10/2021	12/10/2021	CCYUSD	US DOLLAR	0.000	12/31/2021	---	Cash Transfer	-144,039.75	-144,039.75	0.00	-144,039.75
	12/31/2021	12/31/2021	CCYUSD	US DOLLAR	0.000	12/31/2021	---	Cash Transfer	-6,250.00	-6,250.00	0.00	-6,250.00
	12/05/2021	12/05/2021	---	---	0.624	10/10/2022	---	---	19,799,032.02	-133,585.17	789.83	0.00

## 3 - Rate Mitigation

Account	Trade Date	Settle Date	CUSIP	Security Description	Coupon	Mty Date	Call Date	Transaction Type	Par Value	Principal Amount	Interest Purchased/Received	Total Amount
	12/02/2021	12/03/2021	91282CCK5	UNITED STATES TREASURY	0.125	06/30/2023	---	Buy	10,000,000.00	-9,944,921.88	5,298.91	0.00
	12/02/2021	12/03/2021	91282CCK5	UNITED STATES TREASURY	0.125	06/30/2023	---	Buy	0.00	0.00	0.00	-9,950,220.79
	12/31/2021	12/31/2021	91282CCK5	UNITED STATES TREASURY	0.125	06/30/2023	---	Coupon	0.00	0.00	0.00	6,250.00
	12/09/2021	12/10/2021	91282CDM0	UNITED STATES TREASURY	0.500	11/30/2023	---	Buy	5,000,000.00	-4,983,398.44	686.81	0.00
	12/09/2021	12/10/2021	91282CDM0	UNITED STATES TREASURY	0.500	11/30/2023	---	Buy	0.00	0.00	0.00	-4,984,085.25
	12/03/2021	12/03/2021	CCYUSD	US DOLLAR	0.000	12/31/2021	---	Cash Transfer	9,950,220.79	9,950,220.79	0.00	9,950,220.79
	12/10/2021	12/10/2021	CCYUSD	US DOLLAR	0.000	12/31/2021	---	Cash Transfer	4,984,085.25	4,984,085.25	0.00	4,984,085.25
	12/31/2021	12/31/2021	CCYUSD	US DOLLAR	0.000	12/31/2021	---	Cash Transfer	-6,250.00	-6,250.00	0.00	-6,250.00
	12/05/2021	12/05/2021	---	---	0.125	10/25/2022	---	---	29,928,056.04	-264.28	5,985.72	0.00

## Summary

Account	Trade Date	Settle Date	CUSIP	Security Description	Coupon	Mty Date	Call Date	Transaction Type	Par Value	Principal Amount	Interest Purchased/Received	Total Amount
---	12/05/2021	12/05/2021	---	---	0.375	10/18/2022	---	---	49,727,088.06	-133,849.45	6,775.55	0.00

\* Grouped by: Fund Name. \* Groups Sorted by: Fund Name. \* Weighted by: Absolute Value of Principal Amount. \* MMF transactions are collapsed. \* Trade transactions are expanded. \* Cash Entry transactions are expanded.

# Amortization and Accretion

Base Currency: USD 12/01/2021 - 12/31/2021

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Dated: 01/31/2022

Settle Date	CUSIP	Security Description	Coupon Payment	Maturity Date, Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc/Prem	Book Value
10/14/2021	9128283C2	UNITED STATES TREASURY	0.00	—	5,000,000.00	101.977	5,098,828.13	-8,087.57	-12,447.94	78,292.61	5,086,380.18
06/22/2021	91282CAR2	UNITED STATES TREASURY	0.00	—	10,000,000.00	99.953	9,995,312.50	295.95	1,526.18	-2,865.37	9,996,838.68
06/22/2021	91282CAX9	UNITED STATES TREASURY	0.00	—	10,000,000.00	99.938	9,993,750.00	369.59	1,920.43	-3,959.99	9,995,670.43
11/15/2021	91282CBU4	UNITED STATES TREASURY	0.00	—	10,000,000.00	99.719	9,971,875.00	1,741.03	898.60	-25,485.37	9,972,773.60
12/03/2021	91282CCK5	UNITED STATES TREASURY	6,250.00	—	0.00	99.449	0.00	2,746.70	0.00	-52,331.42	0.00
09/16/2021	91282CCU3	UNITED STATES TREASURY	0.00	—	5,000,000.00	99.836	4,991,796.88	358.66	879.28	-6,965.18	4,992,676.16
07/16/2021	91510LAC9	Texas State University System Revenue Financing Sy	0.00	—	5,000,000.00	99.935	4,996,750.00	559.72	2,491.68	-198.61	4,999,241.68
09/01/2021	91512DC25	THE PERMANENT UNIVERSITY FUND	0.00	—	7,500,000.00	99.944	7,495,829.17	710.41	2,085.43	-1,374.99	7,497,914.60
12/10/2021	91282CDM0	UNITED STATES TREASURY	0.00	—	0.00	99.668	0.00	506.24	0.00	-16,095.32	0.00
—	—	—	6,250.00	—	52,500,000.00	99.963	52,544,141.68	-799.27	-2,646.35	-30,983.62	52,541,495.33

Settle Date	CUSIP	Security Description	Coupon Payment	Maturity Date, Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc/Prem	Book Value
03/28/2019	313378WG2	FEDERAL HOME LOAN BANKS	0.00	—	5,000,000.00	100.793	5,039,650.00	-1,181.35	-35,839.19	2,629.46	5,003,810.81
05/23/2019	313379Q69	FEDERAL HOME LOAN BANKS	53,125.00	—	5,000,000.00	99.675	4,983,748.69	464.89	13,425.74	-2,360.67	4,997,174.43
10/14/2021	9128283C2	UNITED STATES TREASURY	0.00	—	5,000,000.00	101.977	5,098,828.13	-8,087.57	-12,447.94	78,292.61	5,086,380.18
01/11/2019	3135G0U92	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.00	—	5,000,000.00	99.966	4,998,280.23	49.99	1,653.65	-16.13	4,999,933.88
01/18/2019	3133EJ5P0	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00	—	5,000,000.00	99.971	4,998,566.20	41.72	1,369.20	-22.88	4,999,935.40
01/31/2019	3130AFFN2	FEDERAL HOME LOAN BANKS	75,000.00	—	5,000,000.00	0.000	5,050,350.00	-449.35	-49,900.65	0.00	5,000,449.35
02/01/2019	31422BCD0	FEDERAL AGRICULTURAL MORTGAGE CORP	0.00	—	5,000,000.00	100.046	5,002,291.97	-66.32	-2,159.33	66.32	5,000,132.64
02/14/2019	3133EKA2	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00	—	5,000,000.00	99.831	4,991,537.52	245.25	7,869.13	-348.10	4,999,406.65
03/01/2019	3133EKBV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00	—	10,000,000.00	99.997	9,999,700.00	8.83	274.37	-16.80	9,999,974.37
11/15/2021	91282CBU4	UNITED STATES TREASURY	0.00	—	10,000,000.00	99.719	9,971,875.00	1,741.03	898.60	-25,485.37	9,972,773.60
12/03/2021	91282CCD1	UNITED STATES TREASURY	0.00	—	0.00	99.492	0.00	2,705.76	0.00	-48,075.49	0.00
06/30/2021	91282CCK5	UNITED STATES TREASURY	6,250.00	—	10,000,000.00	99.723	9,972,265.63	1,167.13	5,792.91	-20,774.33	9,978,058.54
09/16/2021	91282CCU3	UNITED STATES TREASURY	0.00	—	5,000,000.00	99.836	4,991,796.88	358.66	879.28	-6,965.18	4,992,676.16
07/16/2021	91510LAC9	Texas State University System Revenue Financing Sy	0.00	—	5,000,000.00	99.935	4,996,750.00	559.72	2,491.68	-198.61	4,999,241.68
12/10/2021	91282CDM0	UNITED STATES TREASURY	0.00	—	0.00	99.668	0.00	506.24	0.00	-16,095.32	0.00
—	—	—	134,375.00	—	80,000,000.00	99.978	80,095,640.24	-1,935.36	-65,692.57	-39,370.49	80,029,947.68

# Amortization and Accretion

Base Currency: USD 12/01/2021 - 12/31/2021

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 -Mgmt (275824)

Dated: 01/31/2022

## Summary

Settle Date	CUSIP	Security Description	Coupon Payment	Maturity Date, Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc/Prem	Book Value
—	—	—	140,625.00	—	132,500,000.00	99.972	132,639,781.92	-2,734.63	-68,338.91	-70,354.11	132,571,443.01

\* Grouped by: Account. \* Groups Sorted by: Account. \* Weighted by: Ending Base Market Value + Accrued. \* Holdings Displayed by: Lot.



# Projected Cash Flows

Base Currency: USD As of 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## 02/01/2022 - 02/28/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	31422BCD0	FEDERAL AGRICULTURAL MORTGAGE CORP	02/01/2022	67,000 00
	Redemption/Paydown	Final Maturity	31422BCD0	FEDERAL AGRICULTURAL MORTGAGE CORP	02/01/2022	5,000,000 00
	Coupon/Dividend	Coupon	3133EKAK2	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2022	63,250 00
	Redemption/Paydown	Final Maturity	3133EKAK2	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2022	5,000,000 00
	Coupon/Dividend	Coupon	91282CCU3	UNITED STATES TREASURY	02/28/2022	3,125 00
	Coupon/Dividend	Coupon	91282CCU3	UNITED STATES TREASURY	02/28/2022	3,125 00
---	---	---	---	---	---	10,136,500.00

## 03/01/2022 - 03/31/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	3133EKBV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/01/2022	127,500 00
	Redemption/Paydown	Final Maturity	3133EKBV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/01/2022	10,000,000 00
	Redemption/Paydown	Final Maturity	91512DC25	THE PERMANENT UNIVERSITY FUND	03/02/2022	7,500,000 00
	Coupon/Dividend	Coupon	313378WG2	FEDERAL HOME LOAN BANKS	03/11/2022	62,500 00
	Redemption/Paydown	Final Maturity	313378WG2	FEDERAL HOME LOAN BANKS	03/11/2022	5,000,000 00
	Coupon/Dividend	Coupon	91282CAK7	UNITED STATES TREASURY	03/15/2022	3,125 00
	Coupon/Dividend	Coupon	91282CAK7	UNITED STATES TREASURY	03/15/2022	3,125 00
	Coupon/Dividend	Coupon	91282CBU4	UNITED STATES TREASURY	03/31/2022	6,250 00
	Coupon/Dividend	Coupon	91282CBU4	UNITED STATES TREASURY	03/31/2022	6,250 00
---	---	---	---	---	---	22,708,750.00

## 05/01/2022 - 05/31/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	9128283C2	UNITED STATES TREASURY	05/02/2022	50,000 00
	Coupon/Dividend	Coupon	9128283C2	UNITED STATES TREASURY	05/02/2022	50,000 00
	Coupon/Dividend	Coupon	91282CAR2	UNITED STATES TREASURY	05/02/2022	6,250 00
	Coupon/Dividend	Coupon	91282CDD0	UNITED STATES TREASURY	05/02/2022	18,750 00
	Coupon/Dividend	Coupon	91282CDD0	UNITED STATES TREASURY	05/02/2022	18,750 00
	Coupon/Dividend	Coupon	91282CAX9	UNITED STATES TREASURY	05/31/2022	6,250 00
	Coupon/Dividend	Coupon	91282CCD1	UNITED STATES TREASURY	05/31/2022	6,250 00
	Coupon/Dividend	Coupon	91282CDM0	UNITED STATES TREASURY	05/31/2022	12,500 00
	Coupon/Dividend	Coupon	91282CDM0	UNITED STATES TREASURY	05/31/2022	12,500 00
---	Coupon/Dividend	Coupon	---	UNITED STATES TREASURY	---	181,250.00

## 06/01/2022 - 06/30/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	313379Q69	FEDERAL HOME LOAN BANKS	06/10/2022	53,125 00
	Redemption/Paydown	Final Maturity	313379Q69	FEDERAL HOME LOAN BANKS	06/10/2022	5,000,000 00
	Coupon/Dividend	Coupon	91282CCK5	UNITED STATES TREASURY	06/30/2022	6,250 00
	Coupon/Dividend	Coupon	91282CCK5	UNITED STATES TREASURY	06/30/2022	6,250 00
---	---	---	---	---	---	5,065,625.00

## 08/01/2022 - 08/31/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	91282CCU3	UNITED STATES TREASURY	08/31/2022	3,125 00
	Coupon/Dividend	Coupon	91282CCU3	UNITED STATES TREASURY	08/31/2022	3,125 00
---	Coupon/Dividend	Coupon	91282CCU3	UNITED STATES TREASURY	08/31/2022	6,250.00

# Projected Cash Flows

Base Currency: USD As of 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

09/01/2022 - 09/30/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	91282CAK7	UNITED STATES TREASURY	09/15/2022	3,125.00
	Coupon/Dividend	Coupon	91282CAK7	UNITED STATES TREASURY	09/15/2022	3,125.00
	Coupon/Dividend	Coupon	91282CBU4	UNITED STATES TREASURY	09/30/2022	6,250.00
	Coupon/Dividend	Coupon	91282CBU4	UNITED STATES TREASURY	09/30/2022	6,250.00
---	Coupon/Dividend	Coupon	---	UNITED STATES TREASURY	---	18,750.00

10/01/2022 - 10/31/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	9128283C2	UNITED STATES TREASURY	10/31/2022	50,000.00
	Coupon/Dividend	Coupon	9128283C2	UNITED STATES TREASURY	10/31/2022	50,000.00
	Redemption/Paydown	Final Maturity	9128283C2	UNITED STATES TREASURY	10/31/2022	5,000,000.00
	Redemption/Paydown	Final Maturity	9128283C2	UNITED STATES TREASURY	10/31/2022	5,000,000.00
	Coupon/Dividend	Coupon	91282CAR2	UNITED STATES TREASURY	10/31/2022	6,250.00
	Redemption/Paydown	Final Maturity	91282CAR2	UNITED STATES TREASURY	10/31/2022	10,000,000.00
	Coupon/Dividend	Coupon	91282CDD0	UNITED STATES TREASURY	10/31/2022	18,750.00
	Coupon/Dividend	Coupon	91282CDD0	UNITED STATES TREASURY	10/31/2022	18,750.00
---	---	---	---	UNITED STATES TREASURY	10/31/2022	20,143,750.00

11/01/2022 - 11/30/2022

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	91282CAX9	UNITED STATES TREASURY	11/30/2022	6,250.00
	Redemption/Paydown	Final Maturity	91282CAX9	UNITED STATES TREASURY	11/30/2022	10,000,000.00
	Coupon/Dividend	Coupon	91282CCD1	UNITED STATES TREASURY	11/30/2022	6,250.00
	Coupon/Dividend	Coupon	91282CDM0	UNITED STATES TREASURY	11/30/2022	12,500.00
	Coupon/Dividend	Coupon	91282CDM0	UNITED STATES TREASURY	11/30/2022	12,500.00
---	---	---	---	UNITED STATES TREASURY	11/30/2022	10,037,500.00

01/01/2023 - 01/29/2023

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
	Coupon/Dividend	Coupon	91282CCK5	UNITED STATES TREASURY	01/03/2023	6,250.00
	Coupon/Dividend	Coupon	91282CCK5	UNITED STATES TREASURY	01/03/2023	6,250.00
---	Coupon/Dividend	Coupon	91282CCK5	UNITED STATES TREASURY	01/03/2023	12,500.00

## Summary

Account	Transaction Type Group	Transaction Type	Identifier	Security Description	Pay Date	Amount
---	---	---	---	---	---	68,310,875.00

\* Grouped by: Date Groups.

\* This cash flow forecast is a pro forma report. These projected cash flows are based upon portfolio holdings as of the selected date. This tool is intended to aid clients in budgeting, but this data is highly subject to change. The projections in this report do not include any reinvestment assumptions.



## Standard Month End

██████ -Mgmt (275824)

Month End (M3 Y2022)

12/01/2021 - 12/31/2021

Dated: 01/31/2022

Unlocked: the data is subject to change



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Dated: 01/31/2022

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# GAAP Financials

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## Balance Sheet

	12/01/2021	12/31/2021	12/01/2021	12/31/2021	12/01/2021	12/31/2021	12/01/2021	12/31/2021
Book Value	132,571,443.01	157,429,645.89	0.00	0.00	0.00	0.00	0.00	0.00
Accrued Balance	425,479.12	407,898.35	0.00	0.00	0.00	0.00	0.00	0.00
Book Value + Accrued	132,996,922.13	157,837,544.24	0.00	0.00	0.00	0.00	0.00	0.00
Net Unrealized Carrying Value Gain	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carrying Value and Accrued	132,996,922.13	157,837,544.24	0.00	0.00	0.00	0.00	0.00	0.00

## Income Statement

	12/01/2021 Begin Date End Date	12/31/2021	12/01/2021 Begin Date End Date	12/31/2021	12/01/2021 Begin Date End Date	12/31/2021	12/01/2021 Begin Date End Date	12/31/2021
Net Amortization/Accretion Income		-2,734.63		0.00		0.00		0.00
Interest Income	116,268.67		0.00		0.00		0.00	
Dividend Income	0.00		0.00		0.00		0.00	
Foreign Tax Withheld Expense	0.00		0.00		0.00		0.00	
Misc Income	0.00		0.00		0.00		0.00	
Net Allowance Expense	0.00		0.00		0.00		0.00	
Income Subtotal		116,268.67		0.00		0.00		0.00
Net Realized Gain/Loss	0.00		0.00		0.00		0.00	
Net Holding Gain/Loss	0.00		0.00		0.00		0.00	
Impairment Loss	0.00		0.00		0.00		0.00	
Net Gain/Loss		0.00		0.00		0.00		0.00
Expense	0.00		0.00		0.00		0.00	
Net Income		113,534.05		0.00		0.00		0.00
Transfers In/Out		24,727,088.06		0.00		0.00		0.00
Change in Unrealized Gain/Loss		0.00		0.00		0.00		0.00

## Statement of Cash Flows

	12/01/2021 Begin Date End Date	12/31/2021	12/01/2021 Begin Date End Date	12/31/2021	12/01/2021 Begin Date End Date	12/31/2021	12/01/2021 Begin Date End Date	12/31/2021
Net Income		113,534.05		0.00		0.00		0.00
Amortization/Accretion on MS	2,734.63		0.00		0.00		0.00	
Change in Accrued on MS	24,356.33		0.00		0.00		0.00	
Net Gain/Loss on MS	0.00		0.00		0.00		0.00	
Change in Unrealized G/L on CE	0.00		0.00		0.00		0.00	
Subtotal		27,090.95		0.00		0.00		0.00
Purchase of MS	-29,860,937.51		0.00		0.00		0.00	
Purchased Accrued of MS	-6,775.55		0.00		0.00		0.00	
Sales of MS	0.00		0.00		0.00		0.00	
Sold Accrued of MS	0.00		0.00		0.00		0.00	
Maturities of MS	5,000,000.00		0.00		0.00		0.00	
Net Purchases/Sales		-24,867,713.06		0.00		0.00		0.00
Transfers of Cash & CE		24,727,088.06		0.00		0.00		0.00
Total Change in Cash & CE		0.00		0.00		0.00		0.00
Beginning Cash & CE		0.00		0.00		0.00		0.00
Ending Cash & CE		0.00		0.00		0.00		0.00

# GAAP Financials

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## Balance Sheet

As of	11/30/2021	12/31/2021	11/30/2021	12/31/2021	11/30/2021	12/31/2021	11/30/2021	12/31/2021
Book Value	0.00	0.00	52,541,495.33	67,469,016.38	80,029,947.68	89,960,629.51	0.00	0.00
Accrued Balance	0.00	0.00	13,385.84	27,916.49	412,083.28	379,981.86	0.00	0.00
Book Value + Accrued	0.00	0.00	52,554,881.17	67,496,932.86	80,442,040.96	90,340,611.37	0.00	0.00
Net Unrealized Carrying Value Gain	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carrying Value and Accrued	0.00	0.00	52,554,881.17	67,496,932.86	80,442,040.96	90,340,611.37	0.00	0.00

## Income Statement


Begin Date End Date	12/01/2021 12/31/2021	Begin Date End Date	12/01/2021 12/31/2021	Begin Date End Date	12/01/2021 12/31/2021	Begin Date End Date	12/01/2021 12/31/2021
Net Amortization/Accretion Income	0.00	0.00	14,794.93	-799.27	101,473.74	-1,935.36	0.00
Interest Income	0.00		0.00		0.00		0.00
Dividend Income	0.00		0.00		0.00		0.00
Foreign Tax Withheld Expense	0.00		0.00		0.00		0.00
Misc Income	0.00		0.00		0.00		0.00
Net Allowance Expense	0.00		0.00		0.00		0.00
Income Subtotal	0.00	0.00	0.00	14,794.93	0.00	101,473.74	0.00
Net Realized Gain/Loss	0.00		0.00		0.00		0.00
Net Holding Gain/Loss	0.00		0.00		0.00		0.00
Impairment Loss	0.00		0.00		0.00		0.00
Net Gain/Loss	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense	0.00		0.00		0.00		0.00
Net Income	0.00	0.00	0.00	13,995.66	0.00	99,538.39	0.00
Transfers In/Out		0.00		14,928,056.04		9,799,032.02	0.00
Change in Unrealized Gain/Loss		0.00		0.00		0.00	0.00

## Statement of Cash Flows

Begin Date End Date	12/01/2021 12/31/2021	Begin Date End Date	12/01/2021 12/31/2021	Begin Date End Date	12/01/2021 12/31/2021	Begin Date End Date	12/01/2021 12/31/2021
Net Income	0.00	0.00	13,995.66		99,538.39		0.00
Amortization/Accretion on MS	0.00		799.27		1,935.36		0.00
Change in Accrued on MS	0.00		-8,544.93		32,901.26		0.00
Net Gain/Loss on MS	0.00		0.00		0.00		0.00
Change in Unrealized G/L on CE	0.00		0.00		0.00		0.00
Subtotal	0.00	0.00	-7,745.66		34,836.61		0.00
Purchase of MS	0.00		-14,928,320.32		-14,932,617.19		0.00
Purchased Accrued of MS	0.00		-5,985.72		-789.83		0.00
Sales of MS	0.00		0.00		0.00		0.00
Sold Accrued of MS	0.00		0.00		0.00		0.00
Maturities of MS	0.00		0.00		5,000,000.00		0.00
Net Purchases/Sales	0.00	0.00	-14,934,306.04		-9,933,407.02		0.00
Transfers of Cash & CE	0.00		14,928,056.04		9,799,032.02		0.00
Total Change in Cash & CE	0.00	0.00	0.00		0.00		0.00
Beginning Cash & CE	0.00		0.00		0.00		0.00
Ending Cash & CE	0.00	0.00	0.00		0.00		0.00

# GAAP Trial Balance

12/01/2021 - 12/31/2021

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 -Mgmt (275824)

Dated: 01/31/2022

## Asset

GL Account Description	Currency	Balance Type	Beginning Balance	Activity	Ending Balance
Accrued Interest	USD	Asset	425,479.12	-17,580.78	407,898.35
Cash	USD	Asset	0.00	0.00	0.00
LT Book Value	USD	Asset	39,908,958.05	29,872,768.99	69,781,727.03
ST Book Value	USD	Asset	92,662,484.96	-5,014,566.11	87,647,918.85
---	USD	---	132,996,922.13	24,840,622.11	157,837,544.24

## Income & Expense

GL Account Description	Currency	Balance Type	Beginning Balance	Activity	Ending Balance
Interest Income	USD	Income	239,916.45	116,268.67	356,185.13
Net Amortization/Accretion	USD	Income	-17,787.96	-2,734.63	-20,522.59
Net Realized Gain/Loss	USD	Gain	3,378.67	0.00	3,378.67
---	USD	---	225,507.16	113,534.05	339,041.21

## Other

GL Account Description	Currency	Balance Type	Beginning Balance	Activity	Ending Balance
Cash Transfers	USD	Equity	20,078,201.46	24,727,088.06	44,805,289.52
Prior Year Income	USD	Equity	3,601.20	0.00	3,601.20
Prior Year Security Transfers	USD	Equity	112,689,612.31	0.00	112,689,612.31
---	USD	---	132,771,414.97	24,727,088.06	157,498,503.03

\* Grouped by: Trial Balance Grouping. \* Groups Sorted by: Trial Balance Grouping.



# GAAP Activity Detail

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## Accrued Interest

Activity Type	Identifier	Currency	Description	Activity Detail Value
Buy	91282CCD1	USD	UNITED STATES TREASURY	103.02
Buy	91282CCK5	USD	UNITED STATES TREASURY	5,298.91
Buy	91282CDM0	USD	UNITED STATES TREASURY	1,373.62
Coupon	3130AFFN2	USD	FEDERAL HOME LOAN BANKS	-75,000.00
Coupon	313379Q69	USD	FEDERAL HOME LOAN BANKS	-53,125.00
Coupon	91282CCK5	USD	UNITED STATES TREASURY	-12,500.00
Interest Income	3130AFFN2	USD	FEDERAL HOME LOAN BANKS	3,750.00
Interest Income	313378WG2	USD	FEDERAL HOME LOAN BANKS	10,416.67
Interest Income	313379Q69	USD	FEDERAL HOME LOAN BANKS	8,854.17
Interest Income	3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	10,833.33
Interest Income	3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	10,541.67
Interest Income	3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	21,250.00
Interest Income	3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	10,937.50
Interest Income	31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	11,166.67
Interest Income	9128283C2	USD	UNITED STATES TREASURY	17,127.07
Interest Income	91282CAR2	USD	UNITED STATES TREASURY	1,070.44
Interest Income	91282CAX9	USD	UNITED STATES TREASURY	1,064.56
Interest Income	91282CBU4	USD	UNITED STATES TREASURY	2,129.12
Interest Income	91282CCD1	USD	UNITED STATES TREASURY	995.88
Interest Income	91282CCK5	USD	UNITED STATES TREASURY	2,039.17
Interest Income	91282CCU3	USD	UNITED STATES TREASURY	1,070.44
Interest Income	91282CDM0	USD	UNITED STATES TREASURY	3,021.98
---	---	USD	---	-17,580.78

## Cash

Activity Type	Identifier	Currency	Description	Activity Detail Value
Buy	91282CCD1	USD	Cash	-9,949,321.77
Buy	91282CCK5	USD	Cash	-9,950,220.79
Buy	91282CDM0	USD	Cash	-9,968,170.50
Cash Transfer	CCYUSD	USD	Cash	24,727,088.06
Coupon	3130AFFN2	USD	Cash	75,000.00
Coupon	313379Q69	USD	Cash	53,125.00
Coupon	91282CCK5	USD	Cash	12,500.00
Maturity	3130AFFN2	USD	Cash	5,000,000.00
---	---	USD	Cash	0.00

## Cash Transfers

Activity Type	Identifier	Currency	Description	Activity Detail Value
Cash Transfer	CCYUSD	USD	Cash	24,727,088.06
Cash Transfer	CCYUSD	USD	Cash	24,727,088.06

## Interest Income

Activity Type	Identifier	Currency	Description	Activity Detail Value
Interest Income	3130AFFN2	USD	FEDERAL HOME LOAN BANKS	3,750.00
Interest Income	313378WG2	USD	FEDERAL HOME LOAN BANKS	10,416.67
Interest Income	313379Q69	USD	FEDERAL HOME LOAN BANKS	8,854.17
Interest Income	3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	10,833.33
Interest Income	3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	10,541.67
Interest Income	3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	21,250.00

# GAAP Activity Detail

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

Activity Type	Identifier	Currency	Description	Activity Detail Value
Interest Income	3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	10,937.50
Interest Income	31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	11,166.67
Interest Income	9128283C2	USD	UNITED STATES TREASURY	17,127.07
Interest Income	91282CAR2	USD	UNITED STATES TREASURY	1,070.44
Interest Income	91282CAX9	USD	UNITED STATES TREASURY	1,064.56
Interest Income	91282CBU4	USD	UNITED STATES TREASURY	2,129.12
Interest Income	91282CCD1	USD	UNITED STATES TREASURY	995.88
Interest Income	91282CCK5	USD	UNITED STATES TREASURY	2,039.17
Interest Income	91282CCU3	USD	UNITED STATES TREASURY	1,070.44
Interest Income	91282CDM0	USD	UNITED STATES TREASURY	3,021.98
<b>Interest Income</b>	<b>—</b>	<b>USD</b>	<b>—</b>	<b>116,268.67</b>

## LT Book Value

Activity Type	Identifier	Currency	Description	Activity Detail Value
Accretion Income	91282CBU4	USD	UNITED STATES TREASURY	3,482.07
Accretion Income	91282CCD1	USD	UNITED STATES TREASURY	2,705.76
Accretion Income	91282CCK5	USD	UNITED STATES TREASURY	3,913.84
Accretion Income	91282CCU3	USD	UNITED STATES TREASURY	717.33
Accretion Income	91282CDM0	USD	UNITED STATES TREASURY	1,012.48
Buy	91282CCD1	USD	UNITED STATES TREASURY	9,949,218.75
Buy	91282CCK5	USD	UNITED STATES TREASURY	9,944,921.88
Buy	91282CDM0	USD	UNITED STATES TREASURY	9,966,796.88
<b>—</b>	<b>—</b>	<b>USD</b>	<b>UNITED STATES TREASURY</b>	<b>29,872,768.99</b>

## Net Amortization/Accretion

Activity Type	Identifier	Currency	Description	Activity Detail Value
Accretion Income	313379Q69	USD	FEDERAL HOME LOAN BANKS	464.89
Accretion Income	3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	41.72
Accretion Income	3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	245.25
Accretion Income	3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	8.83
Accretion Income	3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	49.99
Accretion Income	91282CAR2	USD	UNITED STATES TREASURY	295.95
Accretion Income	91282CAX9	USD	UNITED STATES TREASURY	369.59
Accretion Income	91282CBU4	USD	UNITED STATES TREASURY	3,482.07
Accretion Income	91282CCD1	USD	UNITED STATES TREASURY	2,705.76
Accretion Income	91282CCK5	USD	UNITED STATES TREASURY	3,913.84
Accretion Income	91282CCU3	USD	UNITED STATES TREASURY	717.33
Accretion Income	91282CDM0	USD	UNITED STATES TREASURY	1,012.48
Accretion Income	91510LAC9	USD	Texas State University System Revenue Financing Sy	1,119.43
Accretion Income	91512DC25	USD	THE PERMANENT UNIVERSITY FUND	710.41
Amortization Expense	3130AFFN2	USD	FEDERAL HOME LOAN BANKS	-449.35
Amortization Expense	313378WG2	USD	FEDERAL HOME LOAN BANKS	-1,181.35
Amortization Expense	31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	-66.32
Amortization Expense	9128283C2	USD	UNITED STATES TREASURY	-16,175.15
<b>—</b>	<b>—</b>	<b>USD</b>	<b>—</b>	<b>-2,734.63</b>

## Payable

Activity Type	Identifier	Currency	Description	Activity Detail Value
Buy	91282CCD1	USD	Payable	0.00
Buy	91282CCK5	USD	Payable	0.00
Buy	91282CDM0	USD	Payable	0.00

# GAAP Activity Detail

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

Activity Type	Identifier	Currency	Description	Activity Detail Value
Cash Transfer	CCYUSD	USD	Payable	0.00
—	—	USD	Payable	0.00

## Receivable

Activity Type	Identifier	Currency	Description	Activity Detail Value
Cash Transfer	CCYUSD	USD	Receivable	0.00
Coupon	3130AFFN2	USD	Receivable	0.00
Coupon	313379Q69	USD	Receivable	0.00
Coupon	91282CCK5	USD	Receivable	0.00
Maturity	3130AFFN2	USD	Receivable	0.00
—	—	USD	Receivable	0.00

## ST Book Value

Activity Type	Identifier	Currency	Description	Activity Detail Value
Accretion Income	313379Q69	USD	FEDERAL HOME LOAN BANKS	464.89
Accretion Income	3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	41.72
Accretion Income	3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	245.25
Accretion Income	3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	8.83
Accretion Income	3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	49.99
Accretion Income	91282CAR2	USD	UNITED STATES TREASURY	295.95
Accretion Income	91282CAX9	USD	UNITED STATES TREASURY	369.59
Accretion Income	91510LAC9	USD	Texas State University System Revenue Financing Sy	1,119.43
Accretion Income	91512DC25	USD	THE PERMANENT UNIVERSITY FUND	710.41
Amortization Expense	3130AFFN2	USD	FEDERAL HOME LOAN BANKS	-449.35
Amortization Expense	313378WG2	USD	FEDERAL HOME LOAN BANKS	-1,181.35
Amortization Expense	31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	-66.32
Amortization Expense	9128283C2	USD	UNITED STATES TREASURY	-16,175.15
Maturity	3130AFFN2	USD	FEDERAL HOME LOAN BANKS	-5,000,000.00
—	—	USD	—	-5,014,566.11

\* Grouped by: GL Account Description. \* Groups Sorted by: GL Account Description.



# GAAP Entry Summary

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- Mgmt (275824)

Dated: 01/31/2022

## Accretion Income

Activity Type	Currency	GL Account Description	Debit	Credit
Accretion Income	USD	LT Book Value	11,831.48	0.00
Accretion Income	USD	Net Amortization/Accretion	0.00	15,137.54
Accretion Income	USD	ST Book Value	3,306.07	0.00
<b>Accretion Income</b>	<b>USD</b>	<b>---</b>	<b>15,137.54</b>	<b>15,137.54</b>

## Amortization Expense

Activity Type	Currency	GL Account Description	Debit	Credit
Amortization Expense	USD	Net Amortization/Accretion	17,872.17	0.00
Amortization Expense	USD	ST Book Value	0.00	17,872.17
<b>Amortization Expense</b>	<b>USD</b>	<b>---</b>	<b>17,872.17</b>	<b>17,872.17</b>

## Buy

Activity Type	Currency	GL Account Description	Debit	Credit
Buy	USD	Accrued Interest	6,775.55	0.00
Buy	USD	Cash	0.00	29,867,713.06
Buy	USD	LT Book Value	30,000,000.00	139,062.49
Buy	USD	Payable	29,867,713.06	29,867,713.06
<b>Buy</b>	<b>USD</b>	<b>---</b>	<b>59,874,488.61</b>	<b>59,874,488.61</b>

## Cash Transfer

Activity Type	Currency	GL Account Description	Debit	Credit
Cash Transfer	USD	Cash	24,883,627.81	156,539.75
Cash Transfer	USD	Cash Transfers	156,539.75	24,883,627.81
Cash Transfer	USD	Payable	156,539.75	156,539.75
Cash Transfer	USD	Receivable	24,883,627.81	24,883,627.81
<b>Cash Transfer</b>	<b>USD</b>	<b>---</b>	<b>50,080,335.12</b>	<b>50,080,335.12</b>

## Coupon

Activity Type	Currency	GL Account Description	Debit	Credit
Coupon	USD	Accrued Interest	0.00	140,625.00
Coupon	USD	Cash	140,625.00	0.00
Coupon	USD	Receivable	140,625.00	140,625.00
<b>Coupon</b>	<b>USD</b>	<b>---</b>	<b>281,250.00</b>	<b>281,250.00</b>

## Interest Income

Activity Type	Currency	GL Account Description	Debit	Credit
Interest Income	USD	Accrued Interest	116,268.67	0.00
Interest Income	USD	Interest Income	0.00	116,268.67
<b>Interest Income</b>	<b>USD</b>	<b>---</b>	<b>116,268.67</b>	<b>116,268.67</b>

## Maturity

Activity Type	Currency	GL Account Description	Debit	Credit
Maturity	USD	Cash	5,000,000.00	0.00
Maturity	USD	Receivable	5,000,000.00	5,000,000.00
Maturity	USD	ST Book Value	50,350.00	5,050,350.00
<b>Maturity</b>	<b>USD</b>	<b>---</b>	<b>10,050,350.00</b>	<b>10,050,350.00</b>



# GAAP Entry Summary

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 -Mgmt (275824)

Dated: 01/31/2022

\* Grouped by: Activity Type.    \* Groups Sorted by: Activity Type.

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- Mgmt (275824)

Dated: 01/31/2022

## Accretion Income

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Net Amortization/Accretion	0.00	41.72
3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	ST Book Value	41.72	0.00
3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Net Amortization/Accretion	0.00	245.25
3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	ST Book Value	245.25	0.00
3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Net Amortization/Accretion	0.00	8.83
3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	ST Book Value	8.83	0.00
313379Q69	USD	FEDERAL HOME LOAN BANKS	---	Net Amortization/Accretion	0.00	464.89
313379Q69	USD	FEDERAL HOME LOAN BANKS	---	ST Book Value	464.89	0.00
3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	---	Net Amortization/Accretion	0.00	49.99
3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	---	ST Book Value	49.99	0.00
91510LAC9	USD	Texas State University System Revenue Financing Sy	---	Net Amortization/Accretion	0.00	559.72
91510LAC9	USD	Texas State University System Revenue Financing Sy	---	Net Amortization/Accretion	0.00	559.72
91510LAC9	USD	Texas State University System Revenue Financing Sy	---	ST Book Value	559.72	0.00
91510LAC9	USD	Texas State University System Revenue Financing Sy	---	ST Book Value	559.72	0.00
91512DC25	USD	THE PERMANENT UNIVERSITY FUND	---	Net Amortization/Accretion	0.00	710.41
91512DC25	USD	THE PERMANENT UNIVERSITY FUND	---	ST Book Value	710.41	0.00
91282CAR2	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	295.95
91282CAR2	USD	UNITED STATES TREASURY	---	ST Book Value	295.95	0.00
91282CAX9	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	369.59
91282CAX9	USD	UNITED STATES TREASURY	---	ST Book Value	369.59	0.00
91282CBU4	USD	UNITED STATES TREASURY	---	LT Book Value	1,741.03	0.00
91282CBU4	USD	UNITED STATES TREASURY	---	LT Book Value	1,741.03	0.00
91282CBU4	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	1,741.03
91282CBU4	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	1,741.03
91282CCD1	USD	UNITED STATES TREASURY	---	LT Book Value	2,705.76	0.00
91282CCD1	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	2,705.76
91282CCK5	USD	UNITED STATES TREASURY	---	LT Book Value	1,167.13	0.00
91282CCK5	USD	UNITED STATES TREASURY	---	LT Book Value	2,746.70	0.00
91282CCK5	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	1,167.13
91282CCK5	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	2,746.70
91282CCU3	USD	UNITED STATES TREASURY	---	LT Book Value	358.66	0.00
91282CCU3	USD	UNITED STATES TREASURY	---	LT Book Value	358.66	0.00
91282CCU3	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	358.66
91282CCU3	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	358.66
91282CDM0	USD	UNITED STATES TREASURY	---	LT Book Value	506.24	0.00
91282CDM0	USD	UNITED STATES TREASURY	---	LT Book Value	506.24	0.00
91282CDM0	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	506.24
91282CDM0	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	0.00	506.24
---	USD	---	---	---	15,137.54	15,137.54

## Amortization Expense

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	---	Net Amortization/Accretion	66.32	0.00
31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	---	ST Book Value	0.00	66.32
3130AFFN2	USD	FEDERAL HOME LOAN BANKS	---	Net Amortization/Accretion	449.35	0.00
3130AFFN2	USD	FEDERAL HOME LOAN BANKS	---	ST Book Value	0.00	449.35
313378WG2	USD	FEDERAL HOME LOAN BANKS	---	Net Amortization/Accretion	1,181.35	0.00
313378WG2	USD	FEDERAL HOME LOAN BANKS	---	ST Book Value	0.00	1,181.35
9128283C2	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	8,087.57	0.00
9128283C2	USD	UNITED STATES TREASURY	---	Net Amortization/Accretion	8,087.57	0.00
9128283C2	USD	UNITED STATES TREASURY	---	ST Book Value	0.00	8,087.57

# GAAP Entry Detail

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- Mgmt (275824)

Dated: 01/31/2022

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
9128283C2	USD	UNITED STATES TREASURY	---	ST Book Value	0.00	8,087.57
---	USD	---	---	---	17,872.17	17,872.17

## Buy

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
91282CCD1	USD	Cash	12/03/2021	Cash	0.00	9,949,321.77
91282CCK5	USD	Cash	12/03/2021	Cash	0.00	9,950,220.79
91282CDM0	USD	Cash	12/10/2021	Cash	0.00	4,984,085.25
91282CDM0	USD	Cash	12/10/2021	Cash	0.00	4,984,085.25
91282CCD1	USD	Payable	12/02/2021	Payable	0.00	9,949,321.77
91282CCD1	USD	Payable	12/03/2021	Payable	9,949,321.77	0.00
91282CCK5	USD	Payable	12/02/2021	Payable	0.00	9,950,220.79
91282CCK5	USD	Payable	12/03/2021	Payable	9,950,220.79	0.00
91282CDM0	USD	Payable	12/09/2021	Payable	0.00	4,984,085.25
91282CDM0	USD	Payable	12/09/2021	Payable	0.00	4,984,085.25
91282CDM0	USD	Payable	12/10/2021	Payable	4,984,085.25	0.00
91282CDM0	USD	Payable	12/10/2021	Payable	4,984,085.25	0.00
91282CCD1	USD	UNITED STATES TREASURY	12/02/2021	Accrued Interest	103.02	0.00
91282CCD1	USD	UNITED STATES TREASURY	12/02/2021	LT Book Value	10,000,000.00	50,781.25
91282CCK5	USD	UNITED STATES TREASURY	12/02/2021	Accrued Interest	5,298.91	0.00
91282CCK5	USD	UNITED STATES TREASURY	12/02/2021	LT Book Value	10,000,000.00	55,078.12
91282CDM0	USD	UNITED STATES TREASURY	12/09/2021	Accrued Interest	686.81	0.00
91282CDM0	USD	UNITED STATES TREASURY	12/09/2021	Accrued Interest	686.81	0.00
91282CDM0	USD	UNITED STATES TREASURY	12/09/2021	LT Book Value	5,000,000.00	16,601.56
91282CDM0	USD	UNITED STATES TREASURY	12/09/2021	LT Book Value	5,000,000.00	16,601.56
---	USD	---	---	---	59,874,488.61	59,874,488.61

## Cash Transfer

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
CCYUSD	USD	Cash	12/31/2021	Cash	0.00	6,250.00
CCYUSD	USD	Cash	12/31/2021	Cash	0.00	6,250.00
CCYUSD	USD	Cash	12/10/2021	Cash	0.00	144,039.75
CCYUSD	USD	Cash	12/10/2021	Cash	4,984,085.25	0.00
CCYUSD	USD	Cash	12/03/2021	Cash	9,949,321.77	0.00
CCYUSD	USD	Cash	12/03/2021	Cash	9,950,220.79	0.00
CCYUSD	USD	Cash	12/10/2021	Cash Transfers	0.00	4,984,085.25
CCYUSD	USD	Cash	12/03/2021	Cash Transfers	0.00	9,949,321.77
CCYUSD	USD	Cash	12/03/2021	Cash Transfers	0.00	9,950,220.79
CCYUSD	USD	Cash	12/31/2021	Cash Transfers	6,250.00	0.00
CCYUSD	USD	Cash	12/31/2021	Cash Transfers	6,250.00	0.00
CCYUSD	USD	Cash	12/10/2021	Cash Transfers	144,039.75	0.00
CCYUSD	USD	Payable	12/31/2021	Payable	6,250.00	6,250.00
CCYUSD	USD	Payable	12/31/2021	Payable	6,250.00	6,250.00
CCYUSD	USD	Payable	12/10/2021	Payable	144,039.75	144,039.75
CCYUSD	USD	Receivable	12/10/2021	Receivable	4,984,085.25	4,984,085.25
CCYUSD	USD	Receivable	12/03/2021	Receivable	9,949,321.77	9,949,321.77
CCYUSD	USD	Receivable	12/03/2021	Receivable	9,950,220.79	9,950,220.79
CCYUSD	USD	---	---	---	50,080,335.12	50,080,335.12



# GAAP Entry Detail

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- Mgmt (275824)

Dated: 01/31/2022

## Coupon

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
3130AFFN2	USD	Cash	12/10/2021	Cash	75,000.00	0.00
313379Q69	USD	Cash	12/10/2021	Cash	53,125.00	0.00
91282CCK5	USD	Cash	12/31/2021	Cash	6,250.00	0.00
91282CCK5	USD	Cash	12/31/2021	Cash	6,250.00	0.00
3130AFFN2	USD	FEDERAL HOME LOAN BANKS	12/10/2021	Accrued Interest	0.00	75,000.00
313379Q69	USD	FEDERAL HOME LOAN BANKS	12/10/2021	Accrued Interest	0.00	53,125.00
3130AFFN2	USD	Receivable	12/10/2021	Receivable	75,000.00	75,000.00
313379Q69	USD	Receivable	12/10/2021	Receivable	53,125.00	53,125.00
91282CCK5	USD	Receivable	12/31/2021	Receivable	6,250.00	6,250.00
91282CCK5	USD	Receivable	12/31/2021	Receivable	6,250.00	6,250.00
91282CCK5	USD	UNITED STATES TREASURY	12/31/2021	Accrued Interest	0.00	6,250.00
91282CCK5	USD	UNITED STATES TREASURY	12/31/2021	Accrued Interest	0.00	6,250.00
---	USD	---	---	---	281,250.00	281,250.00

## Interest Income

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	---	Accrued Interest	11,166.67	0.00
31422BCD0	USD	FEDERAL AGRICULTURAL MORTGAGE CORP	---	Interest Income	0.00	11,166.67
3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Accrued Interest	10,833.33	0.00
3133EJ5P0	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Interest Income	0.00	10,833.33
3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Accrued Interest	10,541.67	0.00
3133EKAK2	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Interest Income	0.00	10,541.67
3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Accrued Interest	21,250.00	0.00
3133EKBV7	USD	FEDERAL FARM CREDIT BANKS FUNDING CORP	---	Interest Income	0.00	21,250.00
3130AFFN2	USD	FEDERAL HOME LOAN BANKS	---	Accrued Interest	3,750.00	0.00
3130AFFN2	USD	FEDERAL HOME LOAN BANKS	---	Interest Income	0.00	3,750.00
313378WG2	USD	FEDERAL HOME LOAN BANKS	---	Accrued Interest	10,416.67	0.00
313378WG2	USD	FEDERAL HOME LOAN BANKS	---	Interest Income	0.00	10,416.67
313379Q69	USD	FEDERAL HOME LOAN BANKS	---	Accrued Interest	8,854.17	0.00
313379Q69	USD	FEDERAL HOME LOAN BANKS	---	Interest Income	0.00	8,854.17
3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	---	Accrued Interest	10,937.50	0.00
3135G0U92	USD	FEDERAL NATIONAL MORTGAGE ASSOCIATION	---	Interest Income	0.00	10,937.50
9128283C2	USD	UNITED STATES TREASURY	---	Accrued Interest	8,563.54	0.00
9128283C2	USD	UNITED STATES TREASURY	---	Accrued Interest	8,563.54	0.00
9128283C2	USD	UNITED STATES TREASURY	---	Interest Income	0.00	8,563.54
9128283C2	USD	UNITED STATES TREASURY	---	Interest Income	0.00	8,563.54
91282CAR2	USD	UNITED STATES TREASURY	---	Accrued Interest	1,070.44	0.00
91282CAR2	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,070.44
91282CAX9	USD	UNITED STATES TREASURY	---	Accrued Interest	1,064.56	0.00
91282CAX9	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,064.56
91282CBU4	USD	UNITED STATES TREASURY	---	Accrued Interest	1,064.56	0.00
91282CBU4	USD	UNITED STATES TREASURY	---	Accrued Interest	1,064.56	0.00
91282CBU4	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,064.56
91282CBU4	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,064.56
91282CCD1	USD	UNITED STATES TREASURY	---	Accrued Interest	995.88	0.00
91282CCD1	USD	UNITED STATES TREASURY	---	Interest Income	0.00	995.88
91282CCK5	USD	UNITED STATES TREASURY	---	Accrued Interest	985.62	0.00
91282CCK5	USD	UNITED STATES TREASURY	---	Accrued Interest	1,053.55	0.00
91282CCK5	USD	UNITED STATES TREASURY	---	Interest Income	0.00	985.62
91282CCK5	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,053.55
91282CCU3	USD	UNITED STATES TREASURY	---	Accrued Interest	535.22	0.00

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- Mgmt (275824)

Dated: 01/31/2022

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
91282CCU3	USD	UNITED STATES TREASURY	---	Accrued Interest	535.22	0.00
91282CCU3	USD	UNITED STATES TREASURY	---	Interest Income	0.00	535.22
91282CCU3	USD	UNITED STATES TREASURY	---	Interest Income	0.00	535.22
91282CDM0	USD	UNITED STATES TREASURY	---	Accrued Interest	1,510.99	0.00
91282CDM0	USD	UNITED STATES TREASURY	---	Accrued Interest	1,510.99	0.00
91282CDM0	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,510.99
91282CDM0	USD	UNITED STATES TREASURY	---	Interest Income	0.00	1,510.99
---	USD	---	---	---	116,268.67	116,268.67

## Maturity

Identifier	Currency	Description	Entry Date	GL Account Description	Debit	Credit
3130AFFN2	USD	Cash	12/10/2021	Cash	5,000,000.00	0.00
3130AFFN2	USD	FEDERAL HOME LOAN BANKS	12/10/2021	ST Book Value	50,350.00	5,050,350.00
3130AFFN2	USD	Receivable	12/10/2021	Receivable	5,000,000.00	5,000,000.00
3130AFFN2	USD	---	12/10/2021	---	10,050,350.00	10,050,350.00

\* Grouped by: Activity Type. \* Groups Sorted by: Activity Type.



# GAAP GL Balance Sheet by Lot

As of 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## LT

General Ledger Grouping, Account	Identifier, Description	Original Units, Factorized Units	Currency, Security Type	BS Class, Trade Date	Settle Date, Amort Target Date	Maturity Date, Accrued Interest	Book Value, Net Unrealized Carrying Value Gain	Carrying Value
	91282CBU4 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	LT 11/10/2021	11/15/2021 03/31/2023	03/31/2023 3,193.68	9,974,514.63 0.00	9,974,514.63
	91282CBU4 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	LT 11/15/2021	11/15/2021 03/31/2023	03/31/2023 3,193.68	9,974,514.63 0.00	9,974,514.63
	91282CCD1 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	LT 12/02/2021	12/03/2021 05/31/2023	05/31/2023 1,098.90	9,951,924.51 0.00	9,951,924.51
	91282CCK5 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	LT 12/02/2021	12/03/2021 06/30/2023	06/30/2023 34.53	9,947,668.59 0.00	9,947,668.59
	91282CCK5 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	LT 06/30/2021	06/30/2021 06/30/2023	06/30/2023 34.53	9,979,225.67 0.00	9,979,225.67
	91282CCU3 UNITED STATES TREASURY	5,000,000.00 5,000,000.00	USD US GOV	LT 09/16/2021	09/16/2021 08/31/2023	08/31/2023 2,123.62	4,993,034.82 0.00	4,993,034.82
	91282CCU3 UNITED STATES TREASURY	5,000,000.00 5,000,000.00	USD US GOV	LT 09/16/2021	09/16/2021 08/31/2023	08/31/2023 2,123.62	4,993,034.82 0.00	4,993,034.82
	91282CDM0 UNITED STATES TREASURY	5,000,000.00 5,000,000.00	USD US GOV	LT 12/09/2021	12/10/2021 11/30/2023	11/30/2023 2,197.80	4,983,904.68 0.00	4,983,904.68
	91282CDM0 UNITED STATES TREASURY	5,000,000.00 5,000,000.00	USD US GOV	LT 12/09/2021	12/10/2021 11/30/2023	11/30/2023 2,197.80	4,983,904.68 0.00	4,983,904.68
LT	—	70,000,000.00	USD	LT	—	—	69,781,727.03	69,781,727.03
—	UNITED STATES TREASURY	70,000,000.00	US GOV	—	—	16,198.17	0.00	—

## ST

General Ledger Grouping, Account	Identifier, Description	Original Units, Factorized Units	Currency, Security Type	BS Class, Trade Date	Settle Date, Amort Target Date	Maturity Date, Accrued Interest	Book Value, Net Unrealized Carrying Value Gain	Carrying Value
	313378WG2 FEDERAL HOME LOAN BANKS	5,000,000.00 5,000,000.00	USD AGCY BOND	ST 03/28/2019	03/28/2019 03/11/2022	03/11/2022 38,194.44	5,002,629.46 0.00	5,002,629.46
	313379Q69 FEDERAL HOME LOAN BANKS	5,000,000.00 5,000,000.00	USD AGCY BOND	ST 05/23/2019	05/23/2019 06/10/2022	06/10/2022 6,197.92	4,997,639.33 0.00	4,997,639.33
	3133EJ5P0 FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00 5,000,000.00	USD AGCY BOND	ST 01/18/2019	01/18/2019 01/18/2022	01/18/2022 58,861.11	4,999,977.12 0.00	4,999,977.12
	3133EKAK2 FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00 5,000,000.00	USD AGCY BOND	ST 02/14/2019	02/14/2019 02/14/2022	02/14/2022 48,140.28	4,999,651.90 0.00	4,999,651.90
	3133EK8V7 FEDERAL FARM CREDIT BANKS FUNDING CORP	10,000,000.00 10,000,000.00	USD AGCY BOND	ST 03/01/2019	03/01/2019 03/01/2022	03/01/2022 85,000.00	9,999,983.20 0.00	9,999,983.20
	3135G0U92 FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,000,000.00 5,000,000.00	USD AGCY BOND	ST 01/11/2019	01/11/2019 01/11/2022	01/11/2022 61,979.17	4,999,983.87 0.00	4,999,983.87
	31422BCD0 FEDERAL AGRICULTURAL MORTGAGE CORP	5,000,000.00 5,000,000.00	USD AGCY BOND	ST 02/01/2019	02/01/2019 02/01/2022	02/01/2022 55,833.33	5,000,066.32 0.00	5,000,066.32
	9128283C2 UNITED STATES TREASURY	5,000,000.00 5,000,000.00	USD US GOV	ST 10/14/2021	10/14/2021 10/31/2022	10/31/2022 17,127.07	5,078,292.61 0.00	5,078,292.61
	9128283C2 UNITED STATES TREASURY	5,000,000.00 5,000,000.00	USD US GOV	ST 10/14/2021	10/14/2021 10/31/2022	10/31/2022 17,127.07	5,078,292.61 0.00	5,078,292.61
	91282CAR2 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	ST 06/22/2021	06/22/2021 10/31/2022	10/31/2022 2,140.88	9,997,134.63 0.00	9,997,134.63
	91282CAX9 UNITED STATES TREASURY	10,000,000.00 10,000,000.00	USD US GOV	ST 06/22/2021	06/22/2021 11/30/2022	11/30/2022 1,098.90	9,996,040.01 0.00	9,996,040.01
	91510LAC9 Texas State University System Revenue Financing Sy	5,000,000.00 5,000,000.00	USD CP	ST 07/16/2021	07/16/2021 01/12/2022	01/12/2022 0.00	4,999,801.39 0.00	4,999,801.39
	91510LAC9 Texas State University System Revenue Financing Sy	5,000,000.00 5,000,000.00	USD CP	ST 07/16/2021	07/16/2021 01/12/2022	01/12/2022 0.00	4,999,801.39 0.00	4,999,801.39
	91512DC25 THE PERMANENT UNIVERSITY FUND	7,500,000.00 7,500,000.00	USD MUNI	ST 09/01/2021	09/01/2021 03/02/2022	03/02/2022 0.00	7,498,625.01 0.00	7,498,625.01
ST	—	87,500,000.00	USD	ST	—	—	87,647,918.85	87,647,918.85
—	—	87,500,000.00	—	—	—	391,700.18	0.00	—

# GAAP GL Balance Sheet by Lot

As of 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

## Summary

General Ledger Grouping, Account	Identifier, Description	Original Units, Factorized Units	Currency, Security Type	BS Class, Trade Date	Settle Date, Amort Target Date	Maturity Date, Accrued Interest	Book Value, Net Unrealized Carrying Value Gain	Carrying Value
---	---	157,500,000.00	USD	---	---	---	157,429,645.89	157,429,645.89
---	---	157,500,000.00	---	---	---	407,898.35	0.00	

\* Grouped by: General Ledger Grouping. \* Groups Sorted by: General Ledger Grouping.



# GAAP GL Income Detail

12/01/2021 - 12/31/2021

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-Mgmt (275824)

Dated: 01/31/2022

## Cash

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value, Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value, Impairment Loss	Ending Book Value, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued, Acquired Accrued	Transferred Accrued, Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
	Cash	CASH	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	Cash	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	USD	---	14,928,056.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Cash	CASH	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	Cash	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	USD	---	9,799,032.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash	Cash	CASH	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
---	0.00	Cash	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CCYUSD	USD	---	24,727,088.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00

## LT

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value, Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value, Impairment Loss	Ending Book Value, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued, Acquired Accrued	Transferred Accrued, Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
	UNITED STATES TREASURY	US GOV	N	9,972,773.60	0.00	9,974,514.63	0.00	0.00	3,193.68	0.00
	10,000,000.00	LT	Y	0.00	0.00	1,741.03	2,129.12	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,064.56	2,805.59
	UNITED STATES TREASURY	US GOV	N	9,972,773.60	0.00	9,974,514.63	0.00	0.00	3,193.68	0.00
	10,000,000.00	LT	Y	0.00	0.00	1,741.03	2,129.12	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,064.56	2,805.59
	UNITED STATES TREASURY	US GOV	N	0.00	0.00	9,951,924.51	0.00	0.00	1,098.90	0.00
	10,000,000.00	LT	Y	9,949,218.75	0.00	2,705.76	0.00	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	103.02	0.00	0.00	995.88	3,701.65
	UNITED STATES TREASURY	US GOV	N	0.00	0.00	9,947,668.59	0.00	0.00	34.53	0.00
	10,000,000.00	LT	Y	9,944,921.88	0.00	2,746.70	0.00	0.00	6,250.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	5,298.91	0.00	985.62	3,732.33
	UNITED STATES TREASURY	US GOV	N	9,978,058.54	0.00	9,979,225.67	0.00	0.00	34.53	0.00
	10,000,000.00	LT	Y	0.00	0.00	1,167.13	5,230.98	0.00	6,250.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,053.55	2,220.68
	UNITED STATES TREASURY	US GOV	N	4,992,676.16	0.00	4,993,034.82	0.00	0.00	2,123.62	0.00
	5,000,000.00	LT	Y	0.00	0.00	358.66	1,588.40	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	535.22	893.88
	UNITED STATES TREASURY	US GOV	N	4,992,676.16	0.00	4,993,034.82	0.00	0.00	2,123.62	0.00
	5,000,000.00	LT	Y	0.00	0.00	358.66	1,588.40	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	535.22	893.88
	UNITED STATES TREASURY	US GOV	N	0.00	0.00	4,983,904.68	0.00	0.00	2,197.80	0.00
	5,000,000.00	LT	Y	4,983,398.44	0.00	506.24	0.00	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	686.81	0.00	1,510.99	2,017.23
	UNITED STATES TREASURY	US GOV	N	0.00	0.00	4,983,904.68	0.00	0.00	2,197.80	0.00
	5,000,000.00	LT	Y	4,983,398.44	0.00	506.24	0.00	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	686.81	0.00	1,510.99	2,017.23
LT	UNITED STATES TREASURY	US GOV	N	39,908,958.05	0.00	69,781,727.03	0.00	0.00	16,198.17	0.00
---	70,000,000.00	LT	Y	29,860,937.51	0.00	11,831.48	12,666.02	0.00	12,500.00	0.00
---	USD	DC	0.00	0.00	0.00	0.00	6,775.55	0.00	9,256.60	21,088.08

## ST

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value, Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value, Impairment Loss	Ending Book Value, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued, Acquired Accrued	Transferred Accrued, Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
	FEDERAL HOME LOAN BANKS	AGCY BOND	N	5,000,449.35	-5,000,000.00	0.00	0.00	0.00	0.00	0.00
	0.00	ST	Y	0.00	0.00	-449.35	71,250.00	0.00	75,000.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,750.00	3,300.65
	FEDERAL HOME LOAN BANKS	AGCY BOND	N	5,003,810.81	0.00	5,002,629.46	0.00	0.00	38,194.44	0.00
	5,000,000.00	ST	Y	0.00	0.00	-1,181.35	27,777.78	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,416.67	9,235.32



# GAAP GL Income Detail

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value, Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value, Impairment Loss	Ending Book Value, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued, Acquired Accrued	Transferred Accrued, Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
	FEDERAL HOME LOAN BANKS	AGCY BOND	N	4,997,174.43	0.00	4,997,639.33	0.00	0.00	6,197.92	0.00
	5,000,000.00	ST	Y	0.00	0.00	464.89	50,468.75	0.00	53,125.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,854.17	9,319.06
	FEDERAL FARM CREDIT BANKS	AGCY BOND	N	4,999,935.40	0.00	4,999,977.12	0.00	0.00	58,861.11	0.00
	FUNDING CORP	ST	Y	0.00	0.00	41.72	48,027.78	0.00	0.00	0.00
	5,000,000.00	NJ	0.00	0.00	0.00	0.00	0.00	0.00	10,833.33	10,875.06
	USD									
	FEDERAL FARM CREDIT BANKS	AGCY BOND	N	4,999,406.65	0.00	4,999,651.90	0.00	0.00	48,140.28	0.00
	FUNDING CORP	ST	Y	0.00	0.00	245.25	37,598.61	0.00	0.00	0.00
	5,000,000.00	NJ	0.00	0.00	0.00	0.00	0.00	0.00	10,541.67	10,786.92
	USD									
	FEDERAL FARM CREDIT BANKS	AGCY BOND	N	9,999,974.37	0.00	9,999,983.20	0.00	0.00	85,000.00	0.00
	FUNDING CORP	ST	Y	0.00	0.00	8.83	63,750.00	0.00	0.00	0.00
	10,000,000.00	NJ	0.00	0.00	0.00	0.00	0.00	0.00	21,250.00	21,258.83
	USD									
	FEDERAL NATIONAL MORTGAGE	AGCY BOND	Y	4,999,933.88	0.00	4,999,983.87	0.00	0.00	61,979.17	0.00
	ASSOCIATION	ST	Y	0.00	0.00	49.99	51,041.67	0.00	0.00	0.00
	5,000,000.00	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,937.50	10,987.50
	USD									
	FEDERAL AGRICULTURAL MORTGAGE	AGCY BOND	Y	5,000,132.64	0.00	5,000,066.32	0.00	0.00	55,833.33	0.00
	CORP	ST	Y	0.00	0.00	-66.32	44,666.67	0.00	0.00	0.00
	5,000,000.00	DC	0.00	0.00	0.00	0.00	0.00	0.00	11,166.67	11,100.34
	USD									
	UNITED STATES TREASURY	US GOV	N	5,086,380.18	0.00	5,078,292.61	0.00	0.00	17,127.07	0.00
	5,000,000.00	ST	Y	0.00	0.00	-8,087.57	8,563.54	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,563.54	475.96
	UNITED STATES TREASURY	US GOV	N	5,086,380.18	0.00	5,078,292.61	0.00	0.00	17,127.07	0.00
	5,000,000.00	ST	Y	0.00	0.00	-8,087.57	8,563.54	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,563.54	475.96
	UNITED STATES TREASURY	US GOV	N	9,996,838.68	0.00	9,997,134.63	0.00	0.00	2,140.88	0.00
	10,000,000.00	ST	Y	0.00	0.00	295.95	1,070.44	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,070.44	1,366.39
	UNITED STATES TREASURY	US GOV	N	9,995,670.43	0.00	9,996,040.01	0.00	0.00	1,098.90	0.00
	10,000,000.00	ST	Y	0.00	0.00	369.59	34.34	0.00	0.00	0.00
	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,064.56	1,434.15
	Texas State University System Revenue	CP	Y	4,999,241.68	0.00	4,999,801.39	0.00	0.00	0.00	0.00
	Financing Sy	ST	Y	0.00	0.00	559.72	0.00	0.00	0.00	0.00
	5,000,000.00	TX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	559.72
	USD									
	Texas State University System Revenue	CP	Y	4,999,241.68	0.00	4,999,801.39	0.00	0.00	0.00	0.00
	Financing Sy	ST	Y	0.00	0.00	559.72	0.00	0.00	0.00	0.00
	5,000,000.00	TX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	559.72
	USD									
	THE PERMANENT UNIVERSITY FUND	MUNI	Y	7,497,914.60	0.00	7,498,625.01	0.00	0.00	0.00	0.00
	7,500,000.00	ST	Y	0.00	0.00	710.41	0.00	0.00	0.00	0.00
	USD	TX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	710.41
ST				92,662,484.96	-5,000,000.00	87,647,918.85	0.00	0.00	391,700.18	0.00
	87,500,000.00	ST	Y	0.00	0.00	-14,566.11	412,813.10	0.00	128,125.00	0.00
	USD		0.00	0.00	0.00	0.00	0.00	0.00	107,012.07	92,445.97

## Summary

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value, Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value, Impairment Loss	Ending Book Value, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued, Acquired Accrued	Transferred Accrued, Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
	157,500,000.00		Y	132,571,443.01	-5,000,000.00	157,429,645.89	0.00	0.00	407,898.35	0.00
	USD		24,727,088.06	29,860,937.51	0.00	-2,734.63	425,479.12	0.00	140,625.00	0.00
				0.00	0.00	0.00	6,775.55	0.00	116,268.67	113,534.05

\* Grouped by: General Ledger Grouping, \* Groups Sorted by: General Ledger Grouping.

# GAAP GL Interest Income

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

LT

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued	Acquired Accrued, Transferred Accrued	Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received	Interest/Dividend Income
	91282CBU4 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 2,129.12	0.00 0.00	0.00 0.00	3,193.68 0.00	1,064.56
	91282CBU4 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 2,129.12	0.00 0.00	0.00 0.00	3,193.68 0.00	1,064.56
	91282CCD1 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 0.00	103.02 0.00	0.00 0.00	1,098.90 0.00	995.88
	91282CCK5 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 0.00	5,298.91 0.00	0.00 0.00	34.53 6,250.00	985.62
	91282CCK5 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 5,230.98	0.00 0.00	0.00 0.00	34.53 6,250.00	1,053.55
	91282CCU3 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 1,588.40	0.00 0.00	0.00 0.00	2,123.62 0.00	535.22
	91282CCU3 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 1,588.40	0.00 0.00	0.00 0.00	2,123.62 0.00	535.22
	91282CDM0 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 0.00	686.81 0.00	0.00 0.00	2,197.80 0.00	1,510.99
	91282CDM0 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 0.00	686.81 0.00	0.00 0.00	2,197.80 0.00	1,510.99
LT	— UNITED STATES TREASURY	70,000,000.00 USD	US GOV LT	DC N	Y 0.00	0.00 12,666.02	6,775.55 0.00	0.00 0.00	16,198.17 12,500.00	9,256.60

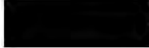
ST

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued	Acquired Accrued, Transferred Accrued	Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received	Interest/Dividend Income
	3130AFFN2 FEDERAL HOME LOAN BANKS	0.00 USD	AGCY BOND ST	DC N	Y 0.00	0.00 71,250.00	0.00 0.00	0.00 0.00	0.00 75,000.00	3,750.00
	31337WG2 FEDERAL HOME LOAN BANKS	5,000,000.00 USD	AGCY BOND ST	DC N	Y 0.00	0.00 27,777.78	0.00 0.00	0.00 0.00	38,194.44 0.00	10,416.67
	313379Q69 FEDERAL HOME LOAN BANKS	5,000,000.00 USD	AGCY BOND ST	DC N	Y 0.00	0.00 50,468.75	0.00 0.00	0.00 0.00	6,197.92 53,125.00	8,854.17
	3133EJ5P0 FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00 USD	AGCY BOND ST	NJ N	Y 0.00	0.00 48,027.78	0.00 0.00	0.00 0.00	58,861.11 0.00	10,833.33
	3133EKAK2 FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00 USD	AGCY BOND ST	NJ N	Y 0.00	0.00 37,598.61	0.00 0.00	0.00 0.00	48,140.28 0.00	10,541.67
	3133EKBV7 FEDERAL FARM CREDIT BANKS FUNDING CORP	10,000,000.00 USD	AGCY BOND ST	NJ N	Y 0.00	0.00 63,750.00	0.00 0.00	0.00 0.00	85,000.00 0.00	21,250.00
	3135G0U92 FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,000,000.00 USD	AGCY BOND ST	DC Y	Y 0.00	0.00 51,041.67	0.00 0.00	0.00 0.00	61,979.17 0.00	10,937.50
	31422BCD0 FEDERAL AGRICULTURAL MORTGAGE CORP	5,000,000.00 USD	AGCY BOND ST	DC Y	Y 0.00	0.00 44,666.67	0.00 0.00	0.00 0.00	55,833.33 0.00	11,166.67
	9128283C2 UNITED STATES TREASURY	5,000,000.00 USD	US GOV ST	DC N	Y 0.00	0.00 8,563.54	0.00 0.00	0.00 0.00	17,127.07 0.00	8,563.54
	9128283C2 UNITED STATES TREASURY	5,000,000.00 USD	US GOV ST	DC N	Y 0.00	0.00 8,563.54	0.00 0.00	0.00 0.00	17,127.07 0.00	8,563.54
	91282CAR2 UNITED STATES TREASURY	10,000,000.00 USD	US GOV ST	DC N	Y 0.00	0.00 1,070.44	0.00 0.00	0.00 0.00	2,140.88 0.00	1,070.44
	91282CAX9 UNITED STATES TREASURY	10,000,000.00 USD	US GOV ST	DC N	Y 0.00	0.00 34.34	0.00 0.00	0.00 0.00	1,098.90 0.00	1,064.56
	91510LAC9 Texas State University System Revenue Financing Sy	5,000,000.00 USD	CP ST	TX Y	Y 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
	91510LAC9 Texas State University System Revenue Financing Sy	5,000,000.00 USD	CP ST	TX Y	Y 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00
	91512DC25 THE PERMANENT UNIVERSITY FUND	7,500,000.00 USD	MUNI ST	TX Y	Y 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00



# GAAP GL Interest Income

12/01/2021 - 12/31/2021

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 -Mgmt (275824)

Dated: 01/31/2022

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued	Acquired Accrued, Transferred Accrued	Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received	Interest/Dividend Income
ST	—	87,500,000.00	—	—	Y	0.00	0.00	0.00	391,700.18	107,012.07
—	—	USD	ST	—	0.00	412,813.10	0.00	0.00	128,125.00	

## Summary

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Miscellaneous Income	Miscellaneous Expense, Beginning Accrued	Acquired Accrued, Transferred Accrued	Disposed Accrued, Transferred Out Accrued	Ending Accrued, Interest/Dividend Received	Interest/Dividend Income
—	—	157,500,000.00	—	—	Y	0.00	6,775.55	0.00	407,898.35	116,268.67
—	—	USD	—	—	0.00	425,479.12	0.00	0.00	140,625.00	

\* Grouped by: General Ledger Grouping. \* Groups Sorted by: General Ledger Grouping.

# GAAP GL Amortization/Accretion

12/01/2021 - 12/31/2021

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-Mgmt (275824)

Dated: 01/31/2022

LT

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Beginning Book Value	Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value	Impairment Loss, Ending Book Value	Net Amortization/ Accretion
	91282CBU4 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 9,972,773.60	0.00 0.00	0.00 0.00	0.00 9,974,514.63	1,741.03
	91282CBU4 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 9,972,773.60	0.00 0.00	0.00 0.00	0.00 9,974,514.63	1,741.03
	91282CCD1 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	9,949,218.75 0.00	0.00 0.00	0.00 9,951,924.51	2,705.76
	91282CCK5 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 0.00	9,944,921.88 0.00	0.00 0.00	0.00 9,947,668.59	2,746.70
	91282CCK5 UNITED STATES TREASURY	10,000,000.00 USD	US GOV LT	DC N	Y 9,978,058.54	0.00 0.00	0.00 0.00	0.00 9,979,225.67	1,167.13
	91282CCU3 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 4,992,676.16	0.00 0.00	0.00 0.00	0.00 4,993,034.82	358.66
	91282CCU3 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 4,992,676.16	0.00 0.00	0.00 0.00	0.00 4,993,034.82	358.66
	91282CDM0 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 0.00	4,983,398.44 0.00	0.00 0.00	0.00 4,983,904.68	506.24
	91282CDM0 UNITED STATES TREASURY	5,000,000.00 USD	US GOV LT	DC N	Y 0.00	4,983,398.44 0.00	0.00 0.00	0.00 4,983,904.68	506.24
LT —	— UNITED STATES TREASURY	70,000,000.00 USD	US GOV LT	DC N	Y 39,908,958.05	29,860,937.51 0.00	0.00 0.00	0.00 69,781,727.03	11,831.48

ST

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Beginning Book Value	Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value	Impairment Loss, Ending Book Value	Net Amortization/ Accretion
	3130AFFN2 FEDERAL HOME LOAN BANKS	0.00 USD	AGCY BOND ST	DC N	Y 5,000,449.35	0.00 0.00	-5,000,000.00 0.00	0.00 0.00	-449.35
	31337BWG2 FEDERAL HOME LOAN BANKS	5,000,000.00 USD	AGCY BOND ST	DC N	Y 5,003,810.81	0.00 0.00	0.00 0.00	0.00 5,002,629.46	-1,181.35
	313379Q69 FEDERAL HOME LOAN BANKS	5,000,000.00 USD	AGCY BOND ST	DC N	Y 4,997,174.43	0.00 0.00	0.00 0.00	0.00 4,997,639.33	464.89
	3133EJ5P0 FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00 USD	AGCY BOND ST	NJ N	Y 4,999,935.40	0.00 0.00	0.00 0.00	0.00 4,999,977.12	41.72
	3133EKAK2 FEDERAL FARM CREDIT BANKS FUNDING CORP	5,000,000.00 USD	AGCY BOND ST	NJ N	Y 4,999,406.65	0.00 0.00	0.00 0.00	0.00 4,999,651.90	245.25
	3133EKBV7 FEDERAL FARM CREDIT BANKS FUNDING CORP	10,000,000.00 USD	AGCY BOND ST	NJ N	Y 9,999,974.37	0.00 0.00	0.00 0.00	0.00 9,999,983.20	8.83
	3135G0U92 FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,000,000.00 USD	AGCY BOND ST	DC Y	Y 4,999,933.88	0.00 0.00	0.00 0.00	0.00 4,999,983.87	49.99
	31422BCD0 FEDERAL AGRICULTURAL MORTGAGE CORP	5,000,000.00 USD	AGCY BOND ST	DC Y	Y 5,000,132.64	0.00 0.00	0.00 0.00	0.00 5,000,066.32	-66.32
	9128283C2 UNITED STATES TREASURY	5,000,000.00 USD	US GOV ST	DC N	Y 5,086,380.18	0.00 0.00	0.00 0.00	0.00 5,078,292.61	-8,087.57
	9128283C2 UNITED STATES TREASURY	5,000,000.00 USD	US GOV ST	DC N	Y 5,086,380.18	0.00 0.00	0.00 0.00	0.00 5,078,292.61	-8,087.57
	91282CAR2 UNITED STATES TREASURY	10,000,000.00 USD	US GOV ST	DC N	Y 9,996,838.68	0.00 0.00	0.00 0.00	0.00 9,997,134.63	295.95
	91282CAX9 UNITED STATES TREASURY	10,000,000.00 USD	US GOV ST	DC N	Y 9,995,670.43	0.00 0.00	0.00 0.00	0.00 9,996,040.01	369.59
	91510LAC9 Texas State University System Revenue Financing Sy	5,000,000.00 USD	CP ST	TX Y	Y 4,999,241.68	0.00 0.00	0.00 0.00	0.00 4,999,801.39	559.72
	91510LAC9 Texas State University System Revenue Financing Sy	5,000,000.00 USD	CP ST	TX Y	Y 4,999,241.68	0.00 0.00	0.00 0.00	0.00 4,999,801.39	559.72
	91512DC25 THE PERMANENT UNIVERSITY FUND	7,500,000.00 USD	MUNI ST	TX Y	Y 7,497,914.60	0.00 0.00	0.00 0.00	0.00 7,498,625.01	710.41

# GAAP GL Amortization/Accretion

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Beginning Book Value	Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value	Impairment Loss, Ending Book Value	Net Amortization/ Accretion
ST	---	87,500,000.00	---	---	Y	0.00	-5,000,000.00	0.00	-14,566.11
---	---	USD	ST	---	92,662,484.96	0.00	0.00	87,647,918.85	

## Summary

General Ledger Grouping, Account	Identifier, Description	Factorized Units, Currency	Security Type, BS Class	State, State Tax	Fed Tax, Beginning Book Value	Acquired Book Value, Transferred In Book Value	Disposed Book Value, Transferred Out Book Value	Impairment Loss, Ending Book Value	Net Amortization/ Accretion
---	---	157,500,000.00	--	---	Y	29,860,937.51	-5,000,000.00	0.00	-2,734.63
---	---	USD	--	---	132,571,443.01	0.00	0.00	157,429,645.89	

\* Grouped by: General Ledger Grouping. \* Groups Sorted by: General Ledger Grouping.



# GAAP GL Realized Gain/Loss

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

LT

General Ledger Grouping	Account	Identifier	Description	Factorized Units	Currency	Security Type	BS Class	State	State Tax	Fed Tax	Net Realized Gain/Loss	Impairment Loss	Net Gain/Loss
LT		91282CBU4	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CBU4	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CCD1	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CCK5	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CCK5	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CCU3	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CCU3	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CDM0	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT		91282CDM0	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00
LT	—	—	UNITED STATES TREASURY	70,000,000.00	USD	US GOV	LT	DC	N	Y	0.00	0.00	0.00

ST

General Ledger Grouping	Account	Identifier	Description	Factorized Units	Currency	Security Type	BS Class	State	State Tax	Fed Tax	Net Realized Gain/Loss	Impairment Loss	Net Gain/Loss
ST		313378WG2	FEDERAL HOME LOAN BANKS	5,000,000.00	USD	AGCY BOND	ST	DC	N	Y	0.00	0.00	0.00
ST		313379Q69	FEDERAL HOME LOAN BANKS	5,000,000.00	USD	AGCY BOND	ST	DC	N	Y	0.00	0.00	0.00
ST		3133EJ5P0	FEDERAL FARM CREDIT BANKS FUND NG CORP	5,000,000.00	USD	AGCY BOND	ST	NJ	N	Y	0.00	0.00	0.00
ST		3133EKAK2	FEDERAL FARM CREDIT BANKS FUND NG CORP	5,000,000.00	USD	AGCY BOND	ST	NJ	N	Y	0.00	0.00	0.00
ST		3133EKBV7	FEDERAL FARM CREDIT BANKS FUND NG CORP	10,000,000.00	USD	AGCY BOND	ST	NJ	N	Y	0.00	0.00	0.00
ST		3135G0U92	FEDERAL NATIONAL MORTGAGE ASSOCIATION	5,000,000.00	USD	AGCY BOND	ST	DC	Y	Y	0.00	0.00	0.00
ST		31422BCD0	FEDERAL AGRICULTURAL MORTGAGE CORP	5,000,000.00	USD	AGCY BOND	ST	DC	Y	Y	0.00	0.00	0.00
ST		9128283C2	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	ST	DC	N	Y	0.00	0.00	0.00
ST		9128283C2	UNITED STATES TREASURY	5,000,000.00	USD	US GOV	ST	DC	N	Y	0.00	0.00	0.00
ST		91282CAR2	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	ST	DC	N	Y	0.00	0.00	0.00
ST		91282CAX9	UNITED STATES TREASURY	10,000,000.00	USD	US GOV	ST	DC	N	Y	0.00	0.00	0.00
ST		91510LAC9	Texas State University System Revenue Financing Sy	5,000,000.00	USD	CP	ST	TX	Y	Y	0.00	0.00	0.00
ST		91510LAC9	Texas State University System Revenue Financing Sy	5,000,000.00	USD	CP	ST	TX	Y	Y	0.00	0.00	0.00
ST		91512DC25	THE PERMANENT UNIVERSITY FUND	7,500,000.00	USD	MUNI	ST	TX	Y	Y	0.00	0.00	0.00
ST	—	—	—	87,500,000.00	USD	—	ST	—	—	Y	0.00	0.00	0.00

## Summary

General Ledger Grouping	Account	Identifier	Description	Factorized Units	Currency	Security Type	BS Class	State	State Tax	Fed Tax	Net Realized Gain/Loss	Impairment Loss	Net Gain/Loss
—	—	—	—	157,500,000.00	USD	—	—	—	—	Y	0.00	0.00	0.00

\* Grouped by: General Ledger Grouping. \* Groups Sorted by: General Ledger Grouping.

# GAAP Transaction Detail

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

\* Does not Lock Down.

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
	3130AFFN2	FEDERAL HOME LOAN BANKS	-5,000,000.00	USD	Maturity	12/10/2021	12/10/2021	12/10/2021	100.000	-5,000,000.00	0.00	5,000,000.00
	3130AFFN2	FEDERAL HOME LOAN BANKS	0.00	USD	Coupon	12/10/2021	12/10/2021	12/10/2021	---	0.00	0.00	75,000.00
	313379Q69	FEDERAL HOME LOAN BANKS	0.00	USD	Coupon	12/10/2021	12/10/2021	06/10/2022	---	0.00	0.00	53,125.00
	91282CCD1	UNITED STATES TREASURY	10,000,000.00	USD	Buy	12/02/2021	12/03/2021	05/31/2023	99.492	9,949,218.75	0.00	-9,949,321.77
	91282CCK5	UNITED STATES TREASURY	10,000,000.00	USD	Buy	12/02/2021	12/03/2021	06/30/2023	99.449	9,944,921.88	0.00	-9,950,220.79
	91282CCK5	UNITED STATES TREASURY	0.00	USD	Coupon	12/31/2021	12/31/2021	06/30/2023	---	0.00	0.00	6,250.00
	91282CCK5	UNITED STATES TREASURY	0.00	USD	Coupon	12/31/2021	12/31/2021	06/30/2023	---	0.00	0.00	6,250.00
	91282CDM0	UNITED STATES TREASURY	5,000,000.00	USD	Buy	12/09/2021	12/10/2021	11/30/2023	99.668	4,983,398.44	0.00	-4,984,085.25
	91282CDM0	UNITED STATES TREASURY	5,000,000.00	USD	Buy	12/09/2021	12/10/2021	11/30/2023	99.668	4,983,398.44	0.00	-4,984,085.25
	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	12/03/2021	12/03/2021	12/31/2021	---	0.00	0.00	9,950,220.79
	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	12/10/2021	12/10/2021	12/31/2021	---	0.00	0.00	4,984,085.25
	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	12/31/2021	12/31/2021	12/31/2021	---	0.00	0.00	-6,250.00
	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	12/03/2021	12/03/2021	12/31/2021	---	0.00	0.00	9,949,321.77
	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	12/10/2021	12/10/2021	12/31/2021	---	0.00	0.00	-144,039.75
	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	12/31/2021	12/31/2021	12/31/2021	---	0.00	0.00	-6,250.00
---	---	---	25,000,000.00	USD	---	---	---	05/15/2023	---	24,860,937.51	0.00	0.00

\* Showing transactions with Entry Date within selected date range. \* Weighted by: Absolute Value of Principal. \* MMF transactions are collapsed.

\* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

# GAAP Trading Activity

12/01/2021 - 12/31/2021

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- Mgmt (275824)

Dated: 01/31/2022

\* Does not Lock Down.

Account	Identifier	Description	Current Units	Currency	Transaction Type	Trade Date	Settle Date	Final Maturity	Price	Principal	Accrued Interest	Amount
	3130AFFN2	FEDERAL HOME LOAN BANKS	-5,000,000.00	USD	Maturity	12/10/2021	12/10/2021	12/10/2021	100.000	-5,000,000.00	0.00	5,000,000.00
	91282CCD1	UNITED STATES TREASURY	10,000,000.00	USD	Buy	12/02/2021	12/03/2021	05/31/2023	99.492	9,949,218.75	103.02	-9,949,321.77
	91282CCK5	UNITED STATES TREASURY	10,000,000.00	USD	Buy	12/02/2021	12/03/2021	06/30/2023	99.449	9,944,921.88	5,298.91	-9,950,220.79
	91282CDM0	UNITED STATES TREASURY	5,000,000.00	USD	Buy	12/09/2021	12/10/2021	11/30/2023	99.668	4,983,398.44	686.81	-4,984,085.25
	91282CDM0	UNITED STATES TREASURY	5,000,000.00	USD	Buy	12/09/2021	12/10/2021	11/30/2023	99.668	4,983,398.44	686.81	-4,984,085.25
---	---	---	25,000,000.00	USD	---	---	---	05/15/2023	---	24,860,937.51	6,775.55	-24,867,713.06

\* Showing transactions with Trade Date within selected date range. \* Weighted by: Absolute Value of Principal. \* MMF transactions are collapsed.

\* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.



April 14, 2022

**ADDENDUM NO. One (1)**

**RFP 22-05**

**Investment Advisory Services**

**Changes:**

Section VI Tab 6, changes in red, page attached

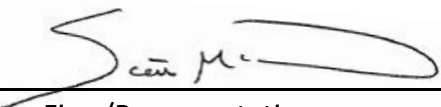
**Questions & Answers:**

A list of all questions and responses is attached

***Addendum must be acknowledged below and returned with the bid submittal. The underlined text and/or 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*

Geri Osinaike, CPPO, CPPB  
Senior Procurement Specialist

Acknowledged by:  Date: April 19, 2022  
Firm/Representative

- Exhibit F Prohibition of Boycott of Firearm Entity or firearm trade Association
- Exhibit G References
- ~~Exhibit H Authorization for Release of Financial Information~~
- Information Attachment A Quarterly Investment Report 12-31-2021
- Information Attachment B Financial Management Policies including Investment Policy

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.

RFP 22-05 Investment Advisory Service  
Questions & Answers:

No	Date	Question	Response
1	4/5/2022	Can the DCTA disclose the amount they are currently paying for Investment Advisory Services and if it is on a fixed or asset-based scale?	Fixed fee \$12k/year for portfolio value less than \$30 million; 0.03%/year for portfolio value \$30 million - \$200 million; 0.01%/year for portfolio value greater than \$200 million
2	4/5/2022	Who does the DCTA currently use to safekeep investments and what is the fee for those services currently	Safekeeping is provided by DCTA's depository bank, Wells Fargo.
3	4/7/2022	Tab 6: Appendix lists an Exhibit H - Authorization for Release of Financial Information however it does not appear this is a document to be downloaded and Financials are not being requested elsewhere. Is this an optional section of the Tab?	See Addendum 1, Exhibit H is deleted from Tab 6

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
05/14/2021

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

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

<b>PRODUCER</b> Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357  DN101798175-GAWUE-21-22	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>														
<b>INSURED</b> Hilltop Securities Inc Hilltop Securities Asset Management, LLC 1201 Elm Street, Suite 3500 Dallas, TX 75270	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : ACE American Insurance Company	22667	INSURER D : Illinois Union Insurance Company	27960	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : ACE American Insurance Company	22667														
INSURER D : Illinois Union Insurance Company	27960														
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003671794-15 **REVISION NUMBER:** 36

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	3606-91-05	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7362-13-56	04/30/2021	04/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			56716340	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71835399	04/30/2021	04/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Broker Dealer E&O			G70157366 002	04/30/2021	04/30/2022	Each Claim \$ 5,000,000
B	FI Bond			82598913	04/30/2020	04/30/2021	Aggregate \$ 4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: Momentum Independent Network Inc.

General Liability and Auto liability policies include a Blanket Automatic Additional Insured endorsement or provision that provides Additional Insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General Liability policy contains a special endorsement that provides Blanket Primary Non-Contributory as required by written contract.

General Liability, Auto Liability and Workers Compensation policies include a Blanket Automatic Waiver of Subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

**CERTIFICATE HOLDER****CANCELLATION**

Hilltop Securities Inc. Hilltop Securities Asset Management, LLC 717 N. Harwood Dallas, TX 75201	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE of Marsh USA Inc.</b>  Manashi Mukherjee <i>Manashi Mukherjee</i></p>
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LOC #: Dallas



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Hilltop Securities Inc Hilltop Securities Asset Management, LLC 1201 Elm Street, Suite 3500 Dallas, TX 75270
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

## Broker Dealer E&amp;O 1st Excess:

Insurer: Illinois Union Insurance Company

Policy: 47-EPF-310842-01

Effective Date: 04/30/2021

Expiration Date: 04/30/2022

Limit: \$5,000,000 Each Claim &amp; Policy Aggregate excess of \$5,000,000

## Broker Dealer E&amp;O 2nd Excess:

Insurer: XL Specialty Insurance Company

Policy: ELU174563-21

Effective Date: 04/30/2021

Expiration Date: 04/30/2022

Limit: \$5,000,000 Each Claim &amp; Policy Aggregate excess of \$10,000,000

EVALUATION SCORE SHEET - CONSENSUS AVERAGES

DCTA REQUEST FOR PROPOSAL 22-05 Investment Advisory Services

	MAX PTS	Hilltop Securities Inc	Meeder Public Funds Inc.	Valley View Consulting LLC	Chandler Asset Management Inc
	MAX PTS	SCORE	SCORE	SCORE	SCORE
TOTAL SCORE	100	95	90	80	75

## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Holmes Murphy for the Employee Benefit Broker/Consultant Services in the amount of \$105,000 for a contract term of August 1, 2022 through July 31, 2025 with the option to renew for two (2) additional one (1) year terms through July 31, 2027 for an estimated additional \$70,000

### **Recommendation**

Staff recommends the Board authorize the Interim CEO to execute a contract with Holmes Murphy for the Employee Benefit Broker/Consultant services in the estimated amount of \$105,000 for the contract term of August 1, 2022 through July 31, 2025, with the option to renew for two additional one-year terms, through July 31, 2027 for an estimated additional \$70,000.

### **Background**

The current contract for Employee Benefits Broker/Consultant Services is effective August 1, 2017 through July 31, 2022. A request for proposals (RFP) was released March 28, 2022 on Bidsync. On April 19, 2022, DCTA opened the four proposals received for this service. The following companies submitted proposals:

Cuellar & Associates  
Gallagher Benefit Services Inc.  
Holmes Murphy  
McGriff, Seibels, & Williams of Texas

Staff conducted a review and evaluation of the proposals received and is recommending award to Holmes Murphy as the most qualified.

### **Previous Board Activity & Action**

- 4/28/2022 Presented as an Informational Item

### **Identified Need**

The current Employee Benefits Broker/Consultant contract expires July 31, 2022. This contract will provide ongoing support to acquire DCTA's employee benefits including medical, dental, prescription, vision, life/disability insurance and/or additional insurance policies as applicable to establish a competitive employee benefits plan. The selected firm will also provide other services to advise and assist DCTA on other related employee benefits/insurance matters.

### **Financial Impact**

The estimated total cost of the contract is \$105,000 for a three-year period. If the two additional options to renew are utilized, the estimated total cost would be \$175,000. The costs for the service are included in the FY2022 Budget and will be included in future budgets.


### **Exhibits**

Exhibit 1: Request for Proposal 22-09  
Exhibit 2: Proposal  
Exhibit 3: Evaluation Consensus





Submitted By:   
Brandy Hazel, Manager of Contracts & Procurement

Approved By:   
David Leininger, Interim Chief Financial Officer

## **Solicitation 22-09**

### **Employee Benefits Broker/Consultant**

#### **Bid Designation: Public**



**Denton County Transportation Authority**

## Bid 22-09 Employee Benefits Broker/Consultant

Bid Number **22-09**  
Bid Title **Employee Benefits Broker/Consultant**

Bid Start Date **Mar 28, 2022 1:54:32 PM CDT**  
Bid End Date **Apr 18, 2022 4:00:00 PM CDT**  
Question & Answer End Date **Apr 6, 2022 4:00:00 PM CDT**

Bid Contact **Brandy Hazel**  
**Manager of Contracts and Procurement**

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

Bid Comments **The Denton County Transportation Authority (DCTA) is accepting proposals from qualified firms to serve as an employee benefits broker/consultant. The selected firm will help acquire DCTA's employee benefits including medical, dental, prescription, vision, life/disability insurance and/or additional insurance policies as applicable to establish a competitive employee benefits plan. The selected firm will also provide other services to advise and assist DCTA on other related employee benefits/insurance matters and to maintain compliance, as outlined in the scope of services.**

**DCTA is seeking a firm with demonstrated experience in Benefits Brokerage and Employee Advocacy services and is wanting a qualified consulting firm to provide actuarial, consulting, and broker services for the employee benefits program for DCTA and its local government corporation, North Texas Mobility Corporation (NTMC). DCTA is interested in a qualified firm capable of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility. It is DCTA's goal to continue to offer competitive benefit and wellness options to fit employee needs or preferences, provide the level of coverage currently offered at an affordable contribution rate, and maintain employee satisfaction with these services. Added on Apr 6, 2022:  
Addendum 1 has been issued with the Q&A.**

### Addendum # 1

New Documents **Addendum 1 - RFP 22-09 Employee Benefits Broker Consultant.pdf**

### Item Response Form

Item **22-09--01-01 - Employee Benefits Broker/Consultant**  
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**  
Proposal

---

Item **22-09--01-02 - Price Proposal**

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**  
Price Proposal



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Proposals (RFP) 22-09		
<b>TITLE</b>	Employee Benefits Broker/Consultant		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	N/A	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	
<b>QUESTIONS DUE</b>	April 6, 2022 by 4:00:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	April 11, 2022 by 4:00 pm CST
<b>DUE DATE/TIME</b>	April 18, 2022, by 4:00:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted, and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Submitted via Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a> Or emailed to Brandy Hazel, NIGP-CPP, CPPB, MBA – Manager of Contracts and Procurement <a href="mailto:procurement@dcta.net">procurement@dcta.net</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p><b>Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> All bids/proposals shall be submitted in a sealed package with the company name and RFB/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids/Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p> <p>Bids shall be submitted to Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a> or delivered to 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057</p>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

**SECTION I: GENERAL PROCUREMENT INFORMATION****1. OVERVIEW**

The Denton County Transportation Authority (DCTA) is accepting proposals from qualified firms to serve as an employee benefits broker/consultant. The selected firm will help acquire DCTA's employee benefits including medical, dental, prescription, vision, life/disability insurance and/or additional insurance policies as applicable to establish a competitive employee benefits plan. The selected firm will also provide other services to advise and assist DCTA on other related employee benefits/insurance matters and to maintain compliance, as outlined in the scope of services.

DCTA is seeking a firm with demonstrated experience in Benefits Brokerage and Employee Advocacy services and is wanting a qualified consulting firm to provide actuarial, consulting, and broker services for the employee benefits program for DCTA and its local government corporation, North Texas Mobility Corporation (NTMC). DCTA is interested in a qualified firm capable of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility. It is DCTA's goal to continue to offer competitive benefit and wellness options to fit employee needs or preferences, provide the level of coverage currently offered at an affordable contribution rate, and maintain employee satisfaction with these services.

**2. PROCUREMENT SCHEDULE**

Dates and times are subject to change; any changes will be issued by addenda.

DATE	TIME	EVENT
March 28, 2022	4:00pm CST	Request for Proposal Released
April 6, 2022	4:00pm CST	Questions Due from Vendors
April 11, 2022	4:00pm CST	Answers to Questions Released
April 18, 2022	4:00pm CST	Proposals Due
June 23, 2022	To Be Determined	Award of Contract
August 1, 2022	To Be Determined	Notice to Proceed will be issued upon execution of contract documents

**3. QUESTIONS AND 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. All questions and requests for clarifications shall be submitted via BidSync at [www.bidsync.com](http://www.bidsync.com) or [procurement@dcta.net](mailto:procurement@dcta.net) and be directed to:

Brandy Hazel, NIGP-CPP, CPPB, MBA, Manager of Contracts and Procurement

**4. RECEIPT OF PROPOSAL**

Prior to the time and date indicated above, all Proposal Packages shall be electronically delivered to the Procurement Department via BidSync, or hard copy delivered to:

DCTA

Attn: Procurement RFP #22-09 Employee Benefits Broker/Consultant  
1955 Lakeway Drive, Suite 260  
Lewisville, TX 75057

Proposal packages received after the due time and date shall not be considered. Proposals shall be delivered to:

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 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 proposers.

**5. ACCEPTANCE PERIOD**

Proposals shall remain valid for a period of ninety (90) calendar days from the date of submission. If a Best and Final Offer is requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

**6. LATE PROPOSALS**

Any proposal received after the date and time specified shall be considered late and will not be considered in the award of contract. The proposal shall be returned to the Proposer unopened.

**7. 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.

**8. 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.

**9. BOARD APPROVAL**

Approval by the DCTA's Board of Directors is required on this contract. Award is anticipated at the June 2022 meeting.

**10. EVALUATION AND AWARD OF CONTRACT**

DCTA 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. DCTA also reserves the right to reject all nonconforming, non-



responsive, unbalanced, or conditional Proposals. Also, DCTA reserves the right to reject the Proposal of any Proposer if DCTA 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 DCTA. 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, DCTA 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.

DCTA 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 DCTA.

DCTA 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 DCTA reserves the right to reject any and all proposals from persons or organizations with whom DCTA has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

DCTA may conduct such investigations as DCTA 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 DCTA's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by DCTA indicates to DCTA that the award 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 proposers, to add and delete items and/or to order from multiple vendors.

## **SECTION II: SCOPE OF WORK, TERMS AND CONDITIONS**

### **1. CONTRACT**

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

### **2. CONTRACT TERM**

The initial term of the contract shall be for three (3) years commencing on August 1, 2022, through and including July 31, 2025, with the option to renew for two (2) additional one (1) year terms, through July 31, 2027.

### **3. BACKGROUND**

DCTA is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73 percent. A special election was then held in September 2003, which provided a dedicated half-cent sales tax to fund DCTA by the cities of Denton, Highland Village, and Lewisville. The DCTA Board of Directors is governed by a five voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. To learn more about how DCTA is shaping the future of North Texas, visit [RideDCTA.net](http://RideDCTA.net).

### **4. SCOPE OF SERVICES: OVERVIEW**

The Denton County Transportation Authority (DCTA) is accepting proposals from qualified firms to serve as an employee benefits broker/consultant. The selected firm will help acquire employee benefits including medical, dental, prescription, vision, life/disability insurance and/or additional insurance policies as applicable to establish a competitive employee benefits plan. The selected firm will also provide other services to advise and assist on other related employee benefits/insurance matters and to maintain compliance, as outlined in the scope of services.

DCTA is seeking a firm with demonstrated experience in Benefits Brokerage and Employee Advocacy services and is wanting a qualified consulting firm to provide actuarial, consulting, and broker services for the employee benefits program. DCTA is interested in a qualified firm capable of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility. It is DCTA's goal to continue to offer competitive benefit and wellness options to fit employee needs or preferences, provide the level of coverage currently offered at an affordable contribution rate, and maintain employee satisfaction with these services.

**5. EMPLOYEE PROFILE**

DCTA directly employs 41 professional and clerical staff at its facilities in Lewisville, which include an administrative office and rail maintenance facility. Additionally, DCTA contracts with North Texas Mobility Corporation (NTMC) for operation and delivery of its bus service. NTMC is a local government corporation of DCTA, and it employs approximately 110 individuals that serve operational functions such as drivers, dispatch, maintenance, operations supervisors and management, and customer service. The bus operations and customer service facilities are located in Denton, Texas.

**6. BENEFIT BACKGROUND INFORMATION**

DCTA and NTMC employees are currently offered benefits including major medical and prescription plan(s), dental plan(s), voluntary vision plan, long term and short-term disability, life and additional death and dismemberment (AD&D) insurance, 125 cafeteria plan(s), Employee Assistance Program (EAP) services, and COBRA coverage.

DCTA and NTMC are structured with different benefit plans on different benefit timelines. DCTA runs on a fiscal year basis (October – following September), and NTMC runs on a calendar year basis (January – December). DCTA/NTMC currently offer the following benefit programs:

Basic Benefits

- Medical & Prescription
- Dental
- Vision
- Life/AD&D
- Long-Term Disability
- Short-Term Disability
- Employee Assistance Program (EAP)
- COBRA Administration

Voluntary Benefits

- Medical Flexible Spending Account
- Dependent Care Flexible Spending Account
- Health Savings Account
- Supplemental Life/AD&D (Employee, Spouse, and/or Children)

**7. SCOPE OF WORK**

DCTA is seeking a broker/consultant to perform services related to the design, bidding process, compliance, and administrative support of medical, prescription, dental, vision, life, disability, cafeteria plans, COBRA administration, EAP/wellness plans, voluntary benefits, patient advocacy, and compliance.

The broker/consultant will provide creative long-term strategies and short-term solutions that improve plan performance and desired business results in DCTA's benefits program on

a continual basis. Additionally, they should bring innovative, integrated solutions for DCTA's consideration that may influence or impact projected healthcare costs and trends in areas such as wellness, disease management, and overall health plan management in all areas of benefits.

The desired broker/consultant shall have the proven ability to make a real and sustained difference in plan management with their clients, proven positive relationship with staff, and a proven understanding of the client's business focus.

The broker/consultant shall have the ability to find ways to save money yet deliver expected services to our staff and competitive plans to our employees that maintain our market competitiveness. It is the intent of DCTA to hire a firm who is an independent, unbiased consultant, not affiliated with any institution that may bid for services for DCTA.

Specific responsibilities include, but are not limited to the following:

- 7.1 Determining and recommending the most economical funding methods for the benefit programs.
- 7.2 Representing DCTA in all negotiations with providers on all issues, including those related to premiums, benefit levels, plan design, and special terms and conditions.
- 7.3 Meeting with and providing reports to DCTA staff, Executive Staff, Board of Directors, and general employees at public meetings.
- 7.4 Researching and advising DCTA on any new developments in the law and employee benefit programs on an ongoing basis. Providing information on health benefit issues, trends, possible new benefit options, and proposed or new legislation.
- 7.5 Assisting in developing costs associated with various issues involving benefit plans.
- 7.6 Preparing/providing benchmarking and survey information used to determine plan competitiveness and strategies; and preparing reports showing claims experience.
- 7.7 As requested by DCTA, preparing bid specifications, and soliciting proposals from insurance markets which specialize in group insurance plans, as needed. Evaluating bids and bidders including administration, claim payment procedures, customer service, network, financial soundness, and identifying the most cost-beneficial package from various bidders.
- 7.8 Providing ongoing service and support of all benefit programs selected, including but not limited to enrollment installation and ongoing day-to-day requests.
- 7.9 Reviewing and maintaining responsibility for the accuracy and correctness, prior to delivery, of all coverage documents and/or pricing policies, including all changes and endorsements. Providing coverage documents for all benefit plans.
- 7.10 Advising DCTA regarding "gaps" in coverage and/or inadequate coverage.

- 7.11 Answering questions and resolving issues that arise during the year regarding benefits, contract administration, and service provisions.
- 7.12 Providing updates on all tax law changes affecting benefit plans. Maintaining and sharing knowledge of leading-edge products and ideas in benefits arena.
- 7.13 Providing legal consultation for benefit matters. Ensuring compliance with all benefit plans in agreement with DCTA.
- 7.14 Presenting benefit information, plan recommendations, market data, etc. to the Board of Directors, as requested.
- 7.15 Conducting Open Enrollment meeting(s) for employees annually, as requested.
- 7.16 Participating in marketing and educational programs and assisting with employee communication projects, which may result from plan changes, legislative or regulatory changes. Assisting in design and delivery of benefits communication material.
- 7.17 Providing Employee Benefit customer service/advocacy regarding claims and how to use benefits.
- 7.18 Conducting employee benefits surveys, as requested.
- 7.19 Participating in and support health fair or wellness related activities.

## **8. BENEFIT ELIGIBILITY STRUCTURE AND PARTICIPATION**

DCTA: All full-time staff at DCTA are eligible for medical/prescription, dental, life/AD&D, long-term disability, short-term disability, voluntary vision, voluntary life/AD&D, and 125 cafeteria plans. DCTA currently has a 30-day waiting period.

NTMC Administration Staff (Non-Operator): All full-time non-operator staff at NTMC are eligible for medical/prescription, dental, life/AD&D, long-term disability, short-term disability, voluntary vision, voluntary life/AD&D, 125 cafeteria plans, and non-qualified HSA. NTMC administration staff are eligible for benefits the 1<sup>st</sup> of the month following hire date.

NTMC Bus Operator Staff (Operator): All full-time operators at NTMC are eligible for medical/prescription, dental, life/AD&D, long-term disability, short-term disability, vision, voluntary life/AD&D, 125 cafeteria plans, and non-qualified HSA. Operators are eligible for these benefits unless otherwise agreed upon in the Collective Bargaining Agreement. NTMC operators currently have a 60-day waiting period.

## **9. QUESTIONS TO PROPOSERS**

To assist in the evaluation process, please provide the following information. Answers to questions must be included in the proposal document.

## **9.1 General Questions**

- 9.1.1 Name, address, city, state, zip code and telephone number of home office of firm; include Branch office location(s), if any. Please provide the number and location of offices.
- 9.1.2 Describe your firm's size and ownership structure.
- 9.1.3 The date your firm was established and a brief history.
- 9.1.4 Provide total number of full-time benefit employees at the office that will work directly with DCTA, their office location, and describe the role of each employee with respect to our account.
- 9.1.5 What is the client to account manager/consultant ratio? Provide the average brokerage/consultant staff tenure.
- 9.1.6 Indicate any past or contemplated changes in ownership structure of the firm.
- 9.1.7 Describe the types of clients and size of their organization to whom your firm typically provides employee benefit program consulting/broker service expertise.
- 9.1.8 How many governmental entities do you represent?
- 9.1.9 Is your organization a consultant, broker, or agent, and not affiliated with any insurance company, third party administrative agency, or provider network?
- 9.1.10 Do you have any companies with whom you must do business or have any ties with a preferred Insurance Company? Do you have any Insurance Company Executives that serve as a director or a board member to your company?
- 9.1.11 Have any of the principals, or the firm, ever been named in a lawsuit dealing with health and welfare consulting/brokerage service provided by you? If so, please provide the details and outcome of these lawsuits.
- 9.1.12 Describe the performance standards of your firm. Include response time and quality standards, availability of key staff and other guarantees that would ensure quality service in a timely manner.

## **9.2 Cost-Containment**

- 9.2.1 Outline your ability and the resources (i.e., actuaries, economic forecasting) available to establish trends and recommendations in plan design. What are your data sources?
- 9.2.2 Provide examples of how you communicate this information.
- 9.2.3 Describe your ability to provide actuarial services and outline your resources available.
- 9.2.4 Describe how you would assist DCTA with premium funding projections during our annual budget process.
- 9.2.5 Describe your capabilities to provide benchmarking data for the DCTA. What is the data source?
- 9.2.6 How many employer groups does it contain?

- 9.2.7 What is the average employer size and number of covered employees you represent?
- 9.2.8 How many governmental entities are included?
- 9.2.9 Define how the data can be categorized, i.e., regional, national, employer size, etc.
- 9.2.10 Describe any cost saving programs you have implemented for similar sized employers in the past five (5) years.
- 9.2.11 Describe your process for negotiating renewals and your approach to going to market for the best products for your clients?
- 9.2.12 Does your firm track first renewal offers vs. final offers, and if so, what are your results? How many years of data can you produce?

### **9.3 Compliance**

- 9.3.1 Describe the process your service team uses to review plan documents, contracts, summary plan descriptions and other legal agreements prior to submission to your clients for execution.
- 9.3.2 Detail your ability to monitor and research regulatory and legislative developments at both the state and federal level, and how this will be communicated to the DCTA.
- 9.3.3 Please describe the level of support to benefits staff you provide in updating all compliance materials (i.e., plan documents, etc.), and providing on-going training.
- 9.3.4 Does your firm have dedicated resources for compliance? Are these resources in-house or outsourced? In what manner and timeline do you communicate compliance changes?
- 9.3.5 Does your firm provide access to a labor attorney? If so, what is the fee structure, if any? Does it provide a free initial consultation?

### **9.4 Advocacy**

- 9.4.1 Does your firm provide patient advocate services to help the employees of DCTA with claims and other benefit issues/questions? If so, is there a cost associated with this service?
- 9.4.2 How does your firm measure service quality?
- 9.4.3 Describe how your service team will track objectives and activities associated with plans to ensure that all tasks are completed, and items are addressed.
- 9.4.4 Describe how your firm serves as a liaison between vendors and benefits staff to resolve employee claim issues.
- 9.4.5 Is your advocacy staff a dedicated team or do they function in other roles? If other roles, please describe.
- 9.4.6 What are your customer service/advocacy hours of operation?



- 9.4.7 Define all areas in which customer service is accessible (i.e., phone, email, website)? Please explain.
- 9.4.8 Does your firm retain a nurse or doctor on staff to provide assistance to customer service/advocacy?
- 9.4.9 Please describe your phone system configuration (i.e., automated, voicemail, live person), and timeline to answer/resolve inquiries.

## **9.5 Technology**

- 9.5.1 What technology support do you provide to your clients? Identify those that are a standard part of the consultant/broker relationship and those that are provided at an additional fee.
- 9.5.2 Please outline any additional fee structure(s).

## **9.6 Wellness**

- 9.6.1 Does your firm provide assistance and direction with the development of alternative employee benefit programs, such as wellness programs, non-smoker incentives, etc.? If so, please describe examples of low-cost wellness tools and any associated fees as well as your process for measuring the success or failure of a wellness program.
- 9.6.2 Does your firm provide any of the following wellness tools? If so, describe how and if there is an additional charge associated and if the tool is supported in-house or outsourced.
- Technology Coaching
  - Live seminars Webinars
  - Challenges Incentive design administration
  - Wellness newsletter
  - Tracking tools
- 9.6.3 Does your firm help with the development of employer wellness programs?

## **9.7 Communication**

- 9.7.1 Describe the communication support your organization provides for annual enrollment and effective communication of our benefit plans such as on-site enrollment support, customized enrollment presentations, and communication material. Please provide samples of communication materials (i.e., newsletters, benefit statements, payroll stuffers).
- 9.7.2 Do you provide assistance with the development and distribution of employee benefit surveys? If so, please describe the scope of your services and any associated fees.

## **9.8 Compensation – Fees and Format**

- 9.8.1 DCTA anticipates that the broker/consultant services will be paid based on a fixed annual fee. However, the proposal shall include the recommended fee schedule. The broker/consultant must disclose any additional fees, commissions, or compensation (including potential bonus arrangements).

9.8.2 DCTA expects to contract with the successful bidder for a period of at least thirty-six (36) months. However, DCTA desires a long-term relationship with the consultant selected assuming the services continue to meet DCTA's requirement and pricing remains competitive. Does your firm provide a multiple year compensation arrangement and/or service agreement? Describe our right to terminate a contract with you.

9.8.3 DCTA is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes. The proposal price shall not include taxes.

## **9.9 References**

9.9.1 Please provide a list of three (3) government entities for which your firm is currently providing similar services. Please include company size and demographics, name, and telephone number of the contact person.

## **10. QUALIFICATIONS**

Interested proposers should have the following minimum qualifications:

10.1 A minimum of five (5) years' experience as benefit brokers/consultants.

10.2 Related experience as benefit brokers for other Texas clients with focus on governmental entities or municipalities.

10.3 A North Texas office location.

10.4 Knowledge of and experience with employee benefit plans and contract management.

10.5 Knowledge of and experience in dealing with benefit providers as identified in the scope of services.

### **SECTION III: 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**

DCTA 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. DCTA also reserves the right to reject all nonconforming, non-responsive, unbalanced, or conditional Proposals. Also, DCTA reserves the right to reject the Proposal of any Proposer if DCTA 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 DCTA. 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, DCTA 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.

DCTA 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 DCTA:

DCTA 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 DCTA reserves the right to reject any and all proposals from persons or organizations with whom DCTA has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

DCTA may conduct such investigations as DCTA 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 DCTA's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Proposer whose evaluation by DCTA indicates to DCTA 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 in compliance with Texas Government Code 2251.030.

Proposer's invoices for the services rendered shall be emailed to the following e-mail address:

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

**9. ASSIGNMENT**

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

**10. VENUE**

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

**11. INDEPENDENT CONTRACTOR**

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

shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this contract.

## **12. TERMINATION / DISPUTE RESOLUTION**

### **Termination for Convenience of DCTA**

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

### **Termination for Default**

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

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

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Contractor in the performance of a contract with DCTA, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the

judgment of the Project Manager, the findings of fact warrant such action, the time for completing the work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the parties, but subject to Claims.

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

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

#### **Termination of Force Majeure**

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

#### **Disputes**

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

### **13. PROTEST PROCEDURES**

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

### **14. ADMINISTRATIVE REMEDIES**

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

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

### **15. OPEN RECORDS**



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

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

**16. CONTRACT**

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

**17. PROHIBITION OF BOYCOTT ISRAEL**

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

**18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES**

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

**19. PROHIBITION OF BOYCOTT ENERGY COMPANIES**

Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**20. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.**

Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or

Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. INSPECTION OF WORK**

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

**28. 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.

**29. 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.

**30. 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.

**31. MAINTENANCE OF RECORDS**

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

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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, subcontracts, and sub-recipients.

**40. RETAINAGE**

The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's 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.

**41. 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>

#### **42. 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

#### **43. 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.

#### **44. 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.

#### **45. 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.

#### **46. 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.

**47. 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.

## SECTION IV: INSURANCE REQUIREMENTS

### July 2021 revision

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

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

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 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 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 Manager of Contracts and Procurement 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. For policies dedicated to a specific project or with a separate aggregate limit for a specific project, 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. 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.

Certificate Holder  
Denton County Transportation Authority  
PO Box 96  
Lewisville TX 75067

**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.

**SECTION V: 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:

<b>SCORING CRITERIA</b>	<b>WEIGHT</b>
<b>Experience and Past Performance</b> Experience and past performance of the firm and/or personnel with the type of work identified within the Scope of Work  Provide a minimum of three (3) references within last 60 months, complete with a brief summary of services provided, as well as address and telephone number of government, non-profit or transit agency for whom the Proposer has provided similar services  Demonstrate past performance of similar services provided to government, non-profit, or transit agencies.	35
<b>Project Approach</b> Familiarity of the firm and/or personnel with activities as identified in the Scope of Work.  Specifies how process will ensure timely delivery of services within scope and budget	30
<b>Availability of Personnel</b> Demonstrate the availability of personnel to implement and maintain services in accordance with the Scope of Work	20
<b>Price</b> Overall cost and fees to be charged	15
<b>Total</b>	100

<b>Required Forms and Certifications</b> All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 6.	Pass/Fail
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**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 virtual meeting.

**5. BEST AND FINAL OFFER**

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

**6. CONTRACT AWARD**

DCTA reserves the right to award multiple task order contracts. 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.

## SECTION VI: PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8-1/2" x 11" paper and should describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the respondent. The proposal shall not exceed 35 single-sided pages. All information must be assembled and indexed in the order described below.

The page count shall not include:

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

### Method of Delivery:

Electronically: DCTA prefers to receive proposals electronically through Periscope S2G. Copies of the documents are available for download at [www.bidsync.com](http://www.bidsync.com).

Hardcopy: The respondent shall submit one (1) signed hardcopy original, three (3) hard copies, and one (1) electronic copy in a searchable format (USB Flash Drive). The proposal is clearly marked with the contents and RFP number on the outside and the company name.

Each proposal shall include the following information:

### LETTER OF TRANSMITTAL

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

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- 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.
- Provide a list of any, and all, exceptions taken to the solicitation, if there are none include a statement no exceptions taken. Provide the section number, the language and describe the exception taken included with the cover letter/letter of transmittal. These pages will not be part of the total page count.

### TAB 1: EXPERIENCE AND PAST PERFORMANCE

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

## **TAB 2: PROJECT APPROACH**

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

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firm's understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.
- Support availability (days of week and time)
- Steps for resolving problem escalation
- Response time and goal for resolving problems
- Provide a summary, including why the firm is pursuing the work and how the firm is qualified to perform the services.
- Describe the ongoing training and support provided.
- Describe the data privacy and ownership of information provided by DCTA.
- Provide a detailed description of application security and connection.
- Provide a test/demo site, if available.

## **TAB 3: AVAILABILITY OF PERSONNEL**

This section should include the availability of personnel to implement and maintain services in accordance with the Scope of Work.

## **TAB 4: PRICING**

Fixed Annual Fee based pricing proposals.

## **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:

- Bidders Questionnaire
- Authorization for Release of Financial Information
- Form CIQ Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- List of References for Similar Projects
- Prohibition of Contracts with Companies Boycotting Israel
- Prohibition of Boycott of Firearm Entity or Firearm Trade Association
- Prohibition of Boycott Energy Companies
- Determination of Responsibility

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

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

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

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



# Determination of Responsibility/Non-Responsibility

1. Please provide a brief description of your materials and/or services:

2. Is the Business a subsidiary of another entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

4. Is any litigation pending against the Business?

☐ Yes ☐ No

5. Has the Business ever been declared "not responsible"?

☐ Yes ☐ No

6. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?

☐ Yes ☐ No

7. Has the Business ever been a defaulter, as principal, surety or otherwise?

☐ Yes ☐ No

8. 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

9. Is the Business in arrears upon a contract or debt?

☐ Yes ☐ No

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

☐ Yes ☐ No

11. 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

12. If a "yes" response is given under questions 2 through 11, 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.

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

14. Provide a listing of the business names and addresses of all present clients.

15. Name of Principal financial institution for financial responsibility reference.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Officer familiar with bidder's account: \_\_\_\_\_

Federal Taxpayer I.D. Number: \_\_\_\_\_

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 may remove the business from DCTA's bidders list; or/and 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Email address: \_\_\_\_\_

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



April 6, 2022

**ADDENDUM #1**

**RFP #22-09**

**Employee Benefits Broker/Consultant**

**Questions & Answers:**

No	Date	Questions – from Potential Proposers	DCTA Response
1	3/30/2022	Question 1 on Overall Bid On page 9 of the RFP, the employee count for DCTA and NTMC is a total of 151 employees. Please confirm this figure is an accurate representation. (Submitted: Mar 30, 2022 9:37:21 AM CDT)	Yes, the total full-time employee (FTE) count is approximately 151 employees (41 for DCTA, and 110 for NTMC).
2	3/30/2022	Question 2 on Overall Bid Is the current medical plan fully insured or self-funded? (Submitted: Mar 30, 2022 9:37:41 AM CDT)	The current medical plans are fully insured.
3	3/30/2022	Question 3 on Overall Bid Describe the current broker compensation structure. It is based solely on fees, carrier commissions or a combination of both? (Submitted: Mar 30, 2022 9:41:17 AM CDT)	The current broker compensation is based on an agreed upon flat annual fee, broken out and paid monthly.
4	3/30/2022	Question 4 on Overall Bid If possible, please provide the carrier/vendors for basic and voluntary benefits. (Submitted: Mar 30, 2022 9:42:13 AM CDT)	Please find the vendors for each benefit offered at both DCTA and NTMC below.  <b>DCTA:</b> Medical/Rx/Dental/Vision - TML Health Life/Disability - Standard Insurance FSA/COBRA Administration - WEX Health EAP Services - Curalinc  <b>NTMC:</b> Medical/Rx/Vision - UnitedHealthcare Dental - DentalSelect Life/Disability - Mutual of Omaha FSA/HSA/COBRA Administration - WEX Health

5	3/30/2022	Question 5 on Overall Bid Does DCTA and NTMC use a third-party benefit administration vendor for enrollment and eligibility? If so, how is this vendor compensated and by whom? (Submitted: Mar 30, 2022 9:44:07 AM CDT)	Neither DCTA nor NTMC use a third-party benefit administration vendor. All enrollments, eligibility, terminations, etc. are coordinated directly by DCTA/NTMC human resources staff with the benefit vendor.
6	3/30/2022	Question 6 on Overall Bid The RFP states "DCTA and NTMC are structured with different benefit plans on different benefit timelines. DCTA runs on a fiscal year basis (October – following September), and NTMC runs on a calendar year basis (January – December)." While the plans and plan years may be different, is their one entity charged to administer the plan for both organizations? (Submitted: Mar 30, 2022 9:47:16 AM CDT)	We are expecting the selected benefit broker agency to handle the plans for both organizations. Internally, each entity handles the administration of benefits for their own employees (i.e. DCTA human resources staff coordinates with the benefit broker on their plans only, and administers the benefits solely for the DCTA staff; and NTMC handles their own benefits separately from DCTA).
7	3/30/2022	Question 7 on Overall Bid RFP Section 9.0 - Proposer Questions. Does this questionnaire count towards the page maximum? Once completed, in which Tab should the completed questionnaire be placed? (Submitted: Mar 30, 2022 9:54:54 AM CDT)	No, the answers to the questions will not count towards the page maximum. Please include the answers within the Proposal section for submission.
8	3/30/2022	Question 8 on Overall Bid The RFP cites a page maximum in two areas - top of page 32 and page 34. Please clarify the total page maximum and the sections in which it applies including the Proposers Questions in Section 9 (9.1 to 9.9). (Submitted: Mar 30, 2022 9:56:32 AM CDT)	The page maximum will not apply to Section 9 Questions. The answers should be included within the Proposal section for submission.

***Addendum must be acknowledged below and returned with the bid submittal. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.***



Brandy Hazel, NIGP-CPP, CPPB, MBA  
Manager of Contracts & Procurement

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative

## BIDDER'S QUESTIONNAIRE



1. Name of Contractor ("Business", herein)
2. Doing Business As (other business name if applicable)
3. Federal Tax ID Number
4. Business Mailing Address (include City/State/Zip Code)
5. Business Email Address:
6. Business Telephone  Business Fax Number
7. Business Type: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
8. Number of Years in Business
9. Annual Gross Revenue for the past three years (M=Millions) ☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M+
10. Number of Employees ☐ 100 or Less ☐ 101-500 ☐ 501-700 ☐ 751-1,000 ☐ 1,001+
11. Is Business a DBE Firm? ☐ Yes ☐ No
12. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No
13. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐  
White/Caucasian ☐ Other
14. Woman Owned? ☐ Yes ☐ No
15. Veteran Owned ☐ Yes ☐ No
16. Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☐ Professional service ☐ General/Technical Service
17. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No
18. Is any litigation pending against the Business? ☐ Yes ☐ No
19. Has the Business ever been declared "Not Responsible" ☐ Yes ☐ No
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No
21. Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☐ No
23. Is the Business in arrears upon a contract or debt?
24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☐ No
25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐  
Yes ☐ No
26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name

Title

Signature

Date

Email Address

*(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)*



## AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist DCTA in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the DCTA Procurement department for this purpose. All information must be current and traceable. Each venture of a joint venture must submit a separate signed form

DCTA Reserves the right to make additional inquiries based on the information submitted or lack thereof.

Name of Bank/Financial Institution

Address

City, State, Zip

Name of Bank Officer Familiar with the Account

Telephone

Fax

Email Address

Name of Business

Address

City, State, Zip

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which DCTA has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) legal action(s) applicable under federal, state or local law.

Printed Name

Title

Signature

Date

**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 7<sup>th</sup> 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 7<sup>th</sup> 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

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



## 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:	<div></div>	<div></div>
	DATE OF COMPLETION IF APPLICABLE:	<div></div>	<div></div>
	CONTACT PERSON:	<div></div>	<div></div>
	COMPANY NAME:	<div></div>	<div></div>
	ADDRESS:	<div></div>	<div></div>
	TELEPHONE NUMBER:	<div></div>	<div></div>
	FAX NUMBER:	<div></div>	<div></div>
	EMAIL ADDRESS:	<div></div>	<div></div>
	PROJECT BUDGET:	<div></div>	<div></div>
2.	PROJECT:	<div></div>	<div></div>
	DATE OF COMPLETION IF APPLICABLE:	<div></div>	<div></div>
	CONTACT PERSON:	<div></div>	<div></div>
	COMPANY NAME:	<div></div>	<div></div>
	ADDRESS:	<div></div>	<div></div>
	TELEPHONE NUMBER:	<div></div>	<div></div>
	FAX NUMBER:	<div></div>	<div></div>

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:

---

## **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:

## Prohibition Boycott of Firearm Entity or Firearm Trade Association

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

*Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.*

*Company is defined under Section 2274.001 to mean “a for-profit 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 it does not have  
a practice, policy, guidance, or directive that discriminates against a firearm entity or  
firearm trade association; and (ii) will not discriminate during the term of the contract  
against a firearm entity or firearm trade association. This section only applies if: (i)  
Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this  
Agreement has a value of \$100,000.00 or more to be paid under the terms of this  
Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor,  
a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source  
provider; or (iii) to a contract for which none of the bids from a company were able to  
provide the required certification.

Signature of Certifying Official

Title:

Date:



## **Prohibition of Boycott Energy Companies**

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

*Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.*

*Company is defined under Texas Government Code Section 809.001 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.” Section 2274.001 (2) excludes sole proprietorships from the definition of “Company”.*

*The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.*

---

"I,  (Name of certifying official), the  
 (title or position of certifying official) of  
 (name of company), verifies that it does not  
Boycott Energy Companies and agrees that during the term of this Agreement will  
not Boycott Energy Companies as that term is defined in Texas Government Code  
Section 809.001, as amended. This section does not apply if Professional (or  
Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only  
applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees  
and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the  
terms of this Agreement.

Signature of Certifying Official

Title:

Date:



## Question and Answers for Bid #22-09 - Employee Benefits Broker/Consultant

### Overall Bid Questions

#### Question 1

On page 9 of the RFP, the employee count for DCTA and NTMC is a total of 151 employees. Please confirm this figure is an accurate representation. (Submitted: Mar 30, 2022 9:37:21 AM CDT)

#### Answer

- Yes, the total full-time employee (FTE) count is approximately 151 employees (41 for DCTA, and 110 for NTMC). (Answered: Mar 30, 2022 11:53:24 AM CDT)

#### Question 2

Is the current medical plan fully insured or self-funded? (Submitted: Mar 30, 2022 9:37:41 AM CDT)

#### Answer

- The current medical plans are fully insured. (Answered: Mar 30, 2022 11:53:24 AM CDT)

#### Question 3

Describe the current broker compensation structure. It is based solely on fees, carrier commissions or a combination of both? (Submitted: Mar 30, 2022 9:41:17 AM CDT)

#### Answer

- The current broker compensation is based on an agreed upon flat annual fee, broken out and paid monthly. (Answered: Mar 30, 2022 11:53:24 AM CDT)

#### Question 4

If possible, please provide the carrier/vendors for basic and voluntary benefits. (Submitted: Mar 30, 2022 9:42:13 AM CDT)

#### Answer

- Please find the vendors for each benefit offered at both DCTA and NTMC below.

DCTA:

Medical/Rx/Dental/Vision - TML Health  
Life/Disability - Standard Insurance  
FSA/COBRA Administration - WEX Health  
EAP Services - Curalinc

NTMC:

Medical/Rx/Vision - UnitedHealthcare  
Dental - DentalSelect  
Life/Disability - Mutual of Omaha  
FSA/HSA/COBRA Administration - WEX Health (Answered: Mar 30, 2022 11:53:24 AM CDT)

#### Question 5

Does DCTA and NTMC use a third-party benefit administration vendor for enrollment and eligibility? If so, how is

this vendor compensated and by whom? (Submitted: Mar 30, 2022 9:44:07 AM CDT)

**Answer**

- Neither DCTA nor NTMC use a third-party benefit administration vendor. All enrollments, eligibility, terminations, etc. are coordinated directly by DCTA/NTMC human resources staff with the benefit vendor. (Answered: Mar 30, 2022 11:53:24 AM CDT)

**Question 6**

The RFP states "DCTA and NTMC are structured with different benefit plans on different benefit timelines. DCTA runs on a fiscal year basis (October – following September), and NTMC runs on a calendar year basis (January – December)." While the plans and plan years may be different, is their one entity charged to administer the plan for both organizations? (Submitted: Mar 30, 2022 9:47:16 AM CDT)

**Answer**

- We are expecting the selected benefit broker agency to handle the plans for both organizations. Internally, each entity handles the administration of benefits for their own employees (i.e. DCTA human resources staff coordinates with the benefit broker on their plans only, and administers the benefits solely for the DCTA staff; and NTMC handles their own benefits separately from DCTA). (Answered: Mar 30, 2022 11:53:24 AM CDT)

**Question 7**

RFP Section 9.0 - Proposer Questions. Does this questionnaire count towards the page maximum? Once completed, in which Tab should the completed questionnaire be placed? (Submitted: Mar 30, 2022 9:54:54 AM CDT)

**Answer**

- No, the answers to the questions will not count towards the page maximum. Please include the the answers within the Proposal section for submission. (Answered: Mar 30, 2022 11:53:24 AM CDT)

**Question 8**

The RFP cites a page maximum in two areas - top of page 32 and page 34. Please clarify the total page maximum and the sections in which it applies including the Proposers Questions in Section 9 (9.1 to 9.9). (Submitted: Mar 30, 2022 9:56:32 AM CDT)

**Answer**

- The page maximum will not apply to Section 9 Questions. The answers should be included within the Proposal section for submission. (Answered: Mar 30, 2022 11:53:24 AM CDT)

**Bid Tabulation Packet  
for  
Solicitation 22-09**

**Employee Benefits Broker/Consultant**

**Bid Designation: Public**





**Denton County Transportation Authority**


**Bid #22-09 - Employee Benefits Broker/Consultant**Creation Date **Mar 28, 2022**End Date **Apr 18, 2022 4:00:00 PM CDT**Start Date **Mar 28, 2022 1:54:32 PM CDT**Awarded Date **Not Yet Awarded**

22-09-01-01 Employee Benefits Broker/Consultant					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
McGriff, Seibels & Williams of Texas [Ad]	First Offer -	1 / each		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Holmes Murphy	First Offer -	1 / each		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Gallagher Benefit Services, Inc.	First Offer -	1 / each		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Please see attached for Gallagher's submission for Bid #22-09.			

22-09-01-02 Price Proposal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
McGriff, Seibels & Williams of Texas [Ad]	First Offer -	1 / each		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Holmes Murphy	First Offer -	1 / each			Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Refer to the Proposal Document attached for pricing information.			
Gallagher Benefit Services, Inc.	First Offer -	1 / each		Y	Y
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Please see attached for Gallagher's price proposal for Bid #22-09.			

**Supplier Totals**

<b>f Holmes Murphy</b>		<b>\$0.00 (2/2 items)</b>	
Bid Contact <b>Julie Rickman</b> <b>jrickman@holmesmurphy.com</b> <b>Ph 214-265-6309</b>		Address <b>12712 Park Central Drive</b> <b>Suite 100</b> <b>Dallas, TX 75251</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
		<b>Head Attch:</b> 	
<b>f Gallagher Benefit Services, Inc.</b>		<b>\$0.00 (2/2 items)</b>	
Bid Contact <b>Emily Fertitta</b> <b>emily_fertitta@ajg.com</b> <b>Ph 210-348-4199</b>		Address <b>9442 Capital of Texas Highway</b> <b>North, Suite 950</b> <b>Austin, TX 78759</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
		<b>Head Attch:</b> 	
<b>f McGriff, Seibels &amp; Williams of Texas [Ad]</b>		<b>\$0.00 (2/2 items)</b>	

Bid Contact	<b>Scott Gibbs</b> <b>sgibbs@mcgriff.com</b> <b>Ph 469-232-2188</b> <b>Fax 469-232-2105</b>	Address	<b>5080 Spectrum Dr. Suite</b> <b>900E</b> <b>Addison, TX 75001</b>	
Agency Notes:		Supplier Notes:		Head Attch: 

\*\*



## Holmes Murphy

Bid Contact **Julie Rickman**  
**jrickman@holmesmurphy.com**  
**Ph 214-265-6309**

Address **12712 Park Central Drive**  
**Suite 100**  
**Dallas, TX 75251**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
22-09--01-01	Employee Benefits Broker/Consultant	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each	Y	Y
22-09--01-02	Price Proposal	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each		Y
		<b>Supplier Notes:</b> Refer to the Proposal Document attached for pricing information.				
Supplier Total						<b>\$0.00</b>

## Holmes Murphy

Item: **Employee Benefits Broker/Consultant**

## Attachments

DCTA\_Holmes Murphy Proposal FINAL 2022.pdf

# Denton County Transportation Authority.

**Response to Request for Proposal**  
**RFP #22-09**  
**April 18, 2022**



April 18, 2022

Brandy Hazel  
Manager of Contracts and Procurement  
Denton County Transportation Authority

Dear Brandy,

We believe a partnership between Holmes Murphy and the Denton County Transportation Authority (DCTA) is a long-term strategic journey. Thank you for your partnership over the last fifteen years and for including us in your market search for Employee Benefits Consulting Services partner.

Holmes Murphy serves clients in every industry and of almost every size with the ultimate goal of providing thoughtful expertise, exceptional service, and caring for your unique potential. We ask the tough questions, avoid the easy path, believe fully in caring for the unique challenges of the industry, and leverage our greatest assets — the hearts and minds of our people — to advocate on your behalf. That's been our approach to risk management and benefits consulting since our inception in 1932. **Why? Because we Care.Fully for YOU.**

The dedicated team assigned to work with DCTA has extensive experience with employers in the public sector. This experience allows us to provide DCTA with a unique perspective to benefits.

In the responses that follow, we invite you to learn more about Holmes Murphy. Through the testimonials, samples of our work, and video links, we hope to give you a flavor of what it's like to be able to serve you. We are proud to serve thousands of clients nationwide and many of the most recognized firms in Texas.

Best Regards,  
Julie Rickman  
AVP-Client Service, EB  
(214) 265.6309  
[JRickman@holmesmurphy.com](mailto:JRickman@holmesmurphy.com)

# Contents

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## Holmes Murphy Overview

# Here's a little bit about us.

(Even though we'd rather talk about you.)

Independent  
and  
Privately  
Held

FOUNDED  
**1932**

OVER  
**1,000**  
EMPLOYEES

**13**  
OFFICES  
**11**  
STATES

**8**  
Subsidiaries

Insurance  
Consulting

**170+**  
SHAREHOLDERS

**2**  
Lines of  
Business

THERE'S NO  
PLACE LIKE  
HOLMES

# Understand. Fully.



At Holmes Murphy, we ask questions, listen and learn first. Only then can we recommend a solution unique to your company culture and your business challenges. But how will you know it's the right answer? By asking more questions, measuring results and making sure you get the full picture of how well your insurance program is working for you. Reduce risk. Increase profits. Achieve potential. That's the plan.

## **Promoting Health: Employee Benefits**

Disease is the main cost driver of healthcare spending. That's why we encourage early detection. By helping employers target at-risk employees and develop condition-specific plans, we seek nothing less than the complete prevention of disease. That may be ambitious, but we believe it's worth every effort.

## **Protecting Wealth: Property Casualty**

Our exclusive system, "Understanding ART," provides real world benchmarking of your performance to avoid, reduce and transfer potential loss. This system – paired with our processes – enables you to better protect your investment in your people and enterprise. Helping you avoid loss. That's how together we win.

## **Delivering Peace of Mind**

When you have confidence in your coverage, it lets you focus on your purpose. At Holmes Murphy, it's our purpose to help you find the peace of mind that lets you and your people achieve their full potential.

It's not just about making a difference. It's measuring the distance from here to there to where you want to be. We're ready to start that journey when you are.



## TAB 1 Experience and Past Performance

- 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.

### OUR HISTORY BOOK

Holmes Murphy is blazing a new trail in the employee benefits and risk management consulting industry, and we're dedicated to delivering custom solutions to help our clients save time, money, and lives. Our organization was founded in 1932 by Max Holmes and Ray Murphy, and we think 89 years looks pretty good on us! During the 1950's, Holmes Murphy launched our employee benefits business. In 1987, the Dallas office was opened to serve as the headquarters for our Employee Benefits practice under the leadership of Den Bishop. Today, our benefits professionals span 13 offices in 11 states. By focusing on what truly matters to our clients, Holmes Murphy has since grown to become the **largest** employee owned and controlled benefit consulting firms in the country with total revenues exceeding \$257 million in 2021. But here's the thing...bigger is not better. *Better is better, and that's what we strive for everyday through our dedicated team who will work directly for YOU!*

Holmes Murphy has eight wholly owned subsidiaries including ACAP HealthWorks, AVANT Specialty Benefits, Creative Risk Solutions, Innovative Captive Strategies, Charlesworth Consulting, EthOs, Global Captive Management, and CSDZ. What we bring to the table is a proven, strategic consulting approach to find the best fit for your company's culture. Your company is unique. So is ours. We take the time to get to know you, your organizational culture, and find out what tools, programs, and services make the most sense for you. Proud of our heritage as an **independent** company, Holmes Murphy's vision for the future is to remain privately held where the owners of the company stay involved in the business by working closely with our clients.

We serve more than 9,000 total clients around the globe from our offices throughout the United States.

### YOUR HOLMES MURPHY TEAM

We're truly dedicated to helping our clients navigate the ever-changing world of employee benefits and clinical risk protection. We know healthcare is complex, confusing, and costly. Our people are driven each day by our goal of navigating and streamlining this complex industry.





HMA Contact	Role	Focus
Julie Rickman	AVP-Client Service, EB	Strategic Lead – Program direction, planning, financial performance, program success
Shawn Quildon	VP, Public Entity EB Division Service Lead	Strategic Lead – Program direction, planning, financial performance, program success
Adam Kinyicky	Account Manager	Supporting Client Service Consultant and Financial Consultants with financial reporting, benchmarking, enrollment presentations, etc.

**• 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.**

Julie Rickman is your primary project manager.

**JULIE RICKMAN, AVP, CLIENT SERVICE**



Julie Rickman is the Service Team Lead for the Public Entity and an AVP, Client Service for our Holmes Murphy Employee Benefits division. Julie Rickman is responsible for strategic planning, RFP/marketing analysis and works closely with her clients to develop client benefit plan goals. She has more than 20 years of experience.

Julie has earned her Life and Health Insurance Counselor designation in Texas and has been with Holmes Murphy specifically in the Public Entity team since 2010.

Prior to her current role, Julie worked for Unum for 10 years, specializing in Life, Disability, Long Term Care, enrollment, and Voluntary Worksites benefits.

**ADAM KINYICKY, ACCOUNT MANAGER**



Adam Kinyicky joined Holmes Murphy in 2021 as an Account Manager with the Public Entity team. In this role, he manages Open Enrollment and benefits coordination for cities, counties, school districts and river authorities across Texas. Prior to joining Holmes Murphy, Adam worked for the City of New Braunfels, Texas. Adam received his education from Texas Lutheran University (Music, Marketing) / Texas A&M Corpus Christi (MBA).

**SHAWN QUILDON, VP, CLIENT SERVICE, EB/Shareholder**



Shawn Quildon is an Vice President, Client Service with Holmes Murphy. She has more than 15 years of employee benefits experience. Prior to joining Holmes Murphy, Shawn was the Benefit Manager at ACE Cash Express and Aegis Communications Group. Her experience with benefits as an employer adds an extreme value to her role with Holmes Murphy. She has a full understanding of the employer's responsibility to its shareholders and to its employees. As a Vice

President, she relates easily to the challenges faced by her clients.

During her past nine years at Holmes Murphy, Shawn's concentration has been on self-funded clients, primarily in the Public sector. Shawn reports directly to the Senior Vice President of Client Service and Compliance. She will be responsible for the overall client relationship, vendor management, financial strategy, and strategic direction.

Shawn holds an AAS, from Mountain View College. Shawn is very active in her community and serves on the Board of Directors for the Cedar Hill Economic Development Corporation, Leadership Southwest and the Cedar Hill Food Pantry. Shawn was recently named "40 under 40" by the Lancaster Chamber of Commerce. She also holds a Group Life and Health Insurance license and she is a SHRM designated PHR, Professional Human Resources.

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

Public Entity employers face unique challenges. At Holmes Murphy, we have created a dedicated Public Entity team that understands those needs. Your day-to-day contacts have backgrounds in HR, TPAs, ancillary vendors, and have worked at national medical insurance carriers.

We have extensive experience in dealing with complex purchasing requirements, have delivered hundreds of presentations in front of Councils, Courts, and Boards, and are well versed in working within a political landscape. In addition, we have a large internal team of subject matter experts to support your compliance, actuarial, clinical programs, reporting, employee engagement, communication, and marketing needs. When you're in the public eye, problems need to be fixed quickly and efficiently and that's what your team at Holmes Murphy will do.

Specifically, DCTA will continue to be served by a specialized team of consultants within Holmes Murphy dedicated to working solely with public entity clients. The expertise of our Public Entity Team makes Holmes Murphy uniquely qualified to partner with DCTA.

- **Demonstrate the firm's knowledge and understanding of the Service required by DCTA.**

As your consultant for the last five years, DCTA has firsthand knowledge of the expertise your Holmes Murphy consultants have to serve DCTA. Our experience is also detailed throughout our proposal.

- **Please list any special certifications by firm and/or key employees**

Refer to the biographies of the DCTA team earlier in our response for any certifications received by your team members.

- **Identify Small, Minority-owned, DBE, and Woman-owned business, if applicable, intended to be utilized on this project.**

None; all consulting work is handled by your Holmes Murphy consultants.

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

Our passion is your success, and our clients will tell you just that. We are happy to provide the following references as they have agreed to do so. However, we do ask that prior to contacting these individuals directly, that you first schedule a window of time with us as to when our clients might expect to be reached. We have found through years of experience that your ability to visit openly with these references is enhanced when our clients are made aware of your outreach and time is scheduled in advance to share what it is like to work with our firm.

CURRENT CLIENTS	
<b>Company Name</b>	<b>City of Haltom City</b>
<b>Contact Name and Title</b>	Toni Beckett; Director of HR
<b>Contact Phone and Email</b>	(817) 222.7741   tbeckett@haltomcitytx.com
<b>Number of Eligible Employees</b>	350
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	20 years
<b>Company Name</b>	<b>Dallas Area Rapid Transit (DART)</b>
<b>Contact Name and Title</b>	Rosa Medina Cristobal
<b>Contact Phone and Email</b>	(214) 749.3967   rmedina-cristobal@dart.org
<b>Number of Eligible Employees</b>	5,500
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	3 years
<b>Company Name</b>	<b>Johnson County</b>
<b>Contact Name and Title</b>	Randy Gillespie, HR Director
<b>Contact Phone and Email</b>	(817) 556.6194   randyg@johnsoncountytexas.org
<b>Number of Eligible Employees</b>	600
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	11 years

## TAB 2 Project Approach

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

Additionally, this section must:

- Detail the firm's approach to meeting the scope of services defined herein
- Indicate in a narrative format the firms understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities, time frames, and staff assignments.
- 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.

### 9.1 General Questions

**9.1.1 Name, address, city, state, zip code and telephone number of home office of firm; include Branch office location(s), if any. Please provide the number and location of offices.**

**National Employee Benefit Headquarters; and  
Service Office for DCTA**

Holmes Murphy and Associates, LLC  
12712 Park Central Drive, Suite 100  
Dallas, TX 75251

#### **Holding Company**

Holmes Murphy and Associates, LLC  
2727 Grand Prairie Parkway  
Waukegan, IA 50263

### 9.1.2 Describe your firm's size and ownership structure.

As a privately held Limited Liability Corporation, we never put quarterly earnings or a stock price ahead of our client's best interests. With 1,000 employees, we are governed by a management committee that preserves our culture to consistently deliver value in the risk management, insurance, health, and

employee benefits marketplace and serve our clients, internal shareholders, and associates with the greatest of integrity.

We are owned by a group of more than 150 shareholder employees and believe the best professional service firms are employee owned where the owners are involved in the day-to-day business of our clients. We intend to stay this way through a succession plan that enables us to continue to grow capital and remain employee owned. We will, from time-to-time, pursue strategic acquisitions and alliances when it offers us a competitive advantage. We are in our fifth generation of leadership in the 90-year history of our firm.

### 9.1.3 The date your firm was established and a brief history.

Holmes Murphy is blazing a new trail in the employee benefits and risk management consulting industry, and we're dedicated to delivering custom solutions to help our clients save time, money, and lives. Our organization was founded in 1932 by Max Holmes and Ray Murphy, and we think 89 years looks pretty good on us! During the 1950s, Holmes Murphy launched our employee benefits business. Today, our benefits professionals span 13 offices in 11 states, including right in the middle of America's heartland! By focusing on what truly matters to our clients, Holmes Murphy has since grown to become the **largest** employee-owned and controlled broker in the nation with total revenues exceeding \$257 million in 2021. But here's the thing...bigger is not better. *Better is better, and that's what we strive for everyday through our dedicated team who will work directly for YOU!*



Holmes Murphy has eight wholly owned subsidiaries including ACAP HealthWorks, AVANT Specialty Benefits, Creative Risk Solutions, Innovative Captive Strategies, Charlesworth Consulting, EthOs, Global Captive Management, and CSDZ. What we bring to the table is a proven, strategic consulting approach to find the best fit for your company's culture. Your company is unique. So is ours. We take the time to get to know you, your organizational culture, and find out what tools, programs, and services make the most sense for you. Proud of our heritage as an **independent** company, Holmes Murphy's vision for the future is to remain privately held where the owners of the company stay involved in the business by working closely with our clients. We serve more than almost 9,000 total clients around the globe from our offices throughout the United States.

### 9.1.4 Provide total number of full-time benefit employees at the office that will work directly with DCTA, their office location, and describe the role of each employee with respect to our account.

Your Dallas-based team includes Shawn Quildon, Vice President of Client Service for our public sector clients and Julie Rickman, AVP-Client Service, and Adam Kinyicky, Account Manager, who is your day-to-day and strategic consultant.

The Dallas office serves as the headquarters for our national employee benefits group and is home to approximately 200 employees focused on client consulting, actuarial and underwriting support, data analytics, preventive health and clinical consultation, communications, day-to-day service needs as well as marketing and business development needed to grow our company.

**9.1.5 What is the client to account manager/consultant ratio? Provide the average brokerage/consultant staff tenure.**

Our client to consultant ratio is roughly 4 to 1 and we ensure that we our consultants can handle their client commitments comfortably. Each client has multiple team members they can count on. When determining teams for our clients, we do this very strategically. We determine which consultants are assigned to which clients based on many factors including current client load. Julie Rickman has been with Holmes Murphy for 10 years and has 20 years of consulting experience and works with 13 clients including DCTA.

**9.1.6 Indicate any past or contemplated changes in ownership structure of the firm.**

We are owned by a group of 170 shareholder employees and believe the best professional service firms are privately held where the owners are involved in the day-to-day business of our clients. We intend to stay this way through a succession plan that enables us to continue to grow capital and remain privately held. We will, from time-to-time, pursue strategic acquisitions and alliances when it offers us a competitive advantage. We are in our fourth generation of leadership in the 90-year history of our firm.

**9.1.7 Describe the types of clients and size of their organization to whom your firm typically provides employee benefit program consulting/broker service expertise.**

We will work with clients of all sizes and in all industries. We truly excel at finding creative solutions that make measurable impacts to their population and bottom line in this market segment.

**9.1.8 How many governmental entities do you represent?**

Company-wide, we serve 300 public entity clients while our team in Dallas manages employee benefits for 29 of those public entity clients with diverse benefit plans and employee populations.

**9.1.9 Is your organization a consultant, broker, or agent, and not affiliated with any insurance company, third party administrative agency, or provider network?**

While many of our competitors feel they represent the insurance company or service provider, our approach is different. We believe we only represent one company and that company is DCTA. Holmes Murphy has both brokerage and consulting relationships with our clients and is licensed in all 50 states to conduct business. We serve clients throughout the U.S. as well as our clients doing business abroad.

**9.1.10 Do you have any companies with whom you must do business or have any ties with a preferred Insurance Company? Do you have any Insurance Company Executives that serve as a director or a board member to your company?**

No. We are an independent brokerage and consulting firm. We do not have any insurance company executives that service as directors or board members at Holmes Murphy.



Proud of our heritage as an **independent** company, Holmes Murphy's vision for the future is to remain privately held by committed shareholders and to continue earning our keep, with an industry leading client retention rate of 96 percent, instead of the industry average of 85 to 90 percent. Growth over the past five years along with the results from our independent survey results demonstrates that we are well on our way to achieving this goal.

**9.1.11 Have any of the principals, or the firm, ever been named in a lawsuit dealing with health and welfare consulting/brokerage service provided by you? If so, please provide the details and outcome of these lawsuits.**

Holmes, Murphy and Associates, LLC is at times the subject of lawsuits regarding questions of coverage. Currently, there are no active lawsuits relating to our employee benefits consulting business.

**9.1.12 Describe the performance standards of your firm. Include response time and quality standards, availability of key staff and other guarantees that would ensure quality service in a timely manner.**

100% of our fees are at risk. Our goal is to become your most trusted advisor — for many years. We charge for our services monthly, and if DCTA is not satisfied with our work, you can terminate our relationship at any time. We believe that this is the ultimate performance guarantee.

**9.2 Cost-Containment**

**9.2.1 Outline your ability and the resources (i.e., actuaries, economic forecasting) available to establish trends and recommendations in plan design. What are your data sources?**



We don't just have actuaries...we have actuaries that truly love what they do and always strive to find the best solutions for our clients! Our Chief Actuary developed the "industry famous" interactive budget modeling tool. The envy of the industry, our actuaries and consultants assist you in making financial decisions based on your strategic plan all while we are in the room meeting with you-REAL TIME. Our proprietary budget tool is customized for each of our clients and reflects actual budget, plan design, claims experience, and employee contributions to help create

**real time change** impact on the projected budget.

Because we are always thinking about what lies ahead for our clients, this tool helps us determine the impact of design changes for DCTA. We strive for simplicity in everything we do, and this tool is extremely beneficial to our clients to see the potential impact on their budgets. Holmes Murphy enlists the support of our internal healthcare and data management analysts to actively review the clinical utilization reports for trends in healthcare services. We provide meaningful answers that get to the root of your utilization drivers.

Holmes Murphy analyzes the financial performance of your medical benefit programs. This allows us to measure network and plan design performance and to benchmark your plan compared to the industry. On an on-going basis, we expand our plan analysis to monitor vendor performance and to model specific program strategies. This includes vendor or plan design changes so we can identify the activities that add the greatest value to your benefit program and employees.

We incorporate budget information provided by each client, our utilization data from our data warehouse, and plan information from the client or the carriers.

### 9.2.2 Provide examples of how you communicate this information.

Our actuaries and consultants assist you in making financial decisions based on your strategic plan all while we are in the room meeting with you-REAL TIME.

Our budget model tool integrates claims, fee, tax, network, plan design, participation, and contribution information into an interactive real-time budget modeling tool that is directly connected to our claim reporting engine. Gone are the days of making changes in a meeting and waiting for the actuaries to return their analysis weeks later. Gone are the days of using separate analysis system to measure network, plan design, contribution, and plan selection changes. CFOs, VPs of HR, and other business leaders can measure the financial impact of options and decisions in the same room in real time. The result is better clarity in decision-making, reduced time in making benefits-related financial decisions, increased awareness of the factors truly driving your cost, and a more accurate budget.

### 9.2.3 Describe your ability to provide actuarial services and outline your resources available.

#### OUR EXPERTS IN ACTUARIAL AND FINANCIAL

#### MARK VAN BUSKIRK, CHIEF ACTUARY



Mark Van Buskirk joined Holmes Murphy as [Chief Actuary](#) in February, 1999. Mark brings more than 20 years of actuarial experience in the healthcare industry to the Holmes Murphy team. Mark's expertise includes all financial aspects of health and welfare plans. He excels in creative financial modeling of unique ideas to help clients design, monitor, and implement their health plans.

Prior to joining Holmes Murphy, Mark's previous actuarial experience includes two years with Arthur Andersen, five years with Coopers and Lybrand, and two years with Towers Perrin. Education and Professional Accreditation include:

- B.S. in Computer Sciences from Northwestern University: May 1982
- M.S. from Northwestern University: June 1986
- Ph.D. from Northwestern University: June 1993
- Associate, Society of Actuaries
- Member, American Academy of Actuaries



**BILL MAGEE, CEBS, DIRECTOR, ANALYTICS & UNDERWRITING**

Bill Magee is no stranger to healthcare underwriting and analytics. As Director of Analytics and Underwriting, Bill manages the analytics and reporting team at Holmes Murphy. This team's role is to advise Holmes Murphy staff and clients on strategic financial matters which include developing self-funded budget projections, funding options analyses, monthly reporting, and ad hoc analytics projects.

Prior to joining Holmes Murphy, Bill was the Underwriting Manager at Quantum Health based in Columbus Ohio for six years. He has also worked for several consulting firms in Columbus.

Bill has a bachelor's degree in Mathematics from The Ohio State University and has received his CEBS designation.

**RYAN BEASLEY, GBA, FINANCIAL CONSULTANT**

Ryan Beasley joined Holmes Murphy in 2008 with a goal to help clients establish their benefit plan budgets. He analyzes current trends and strategies best suited to our client's culture and needs. As a senior financial analyst, Ryan creates financial reports to help track and project costs for their finance and accounting departments as well as being responsible for creating IBNR reserves, accrual figures, profit and loss statements, and cost driver analysis. He also assists in implementing strategies and providing technical and analytical research on current

trends in healthcare.

Ryan has worked with more than 50 clients in a wide array of industries and has helped implement strategies that best suit their needs. Currently, Ryan manages over a half billion in healthcare funds and has helped build and maintain our actuarial/underwriting interactive model used on all of the Dallas ASO groups.

Ryan has his Bachelor's degree in Finance from Abilene Christian University. He has his GBA designation and is currently working on his ChFC (Charter healthcare financial consultant) designation.

**9.2.4 Describe how you would assist DCTA with premium funding projections during our annual budget process.**

Our Interactive Budget Modeling Tool is customized for each of our clients and is used to help create **real time change** impact on the projected budget. Prior to meeting with your team, our financial team collects the needed information to include in the model. Then, while we meet with you, we can modify anything that might change in the upcoming year and see how this would impact your budget. This tool reflects actual budget, plan design, claims experience, and employee contributions.

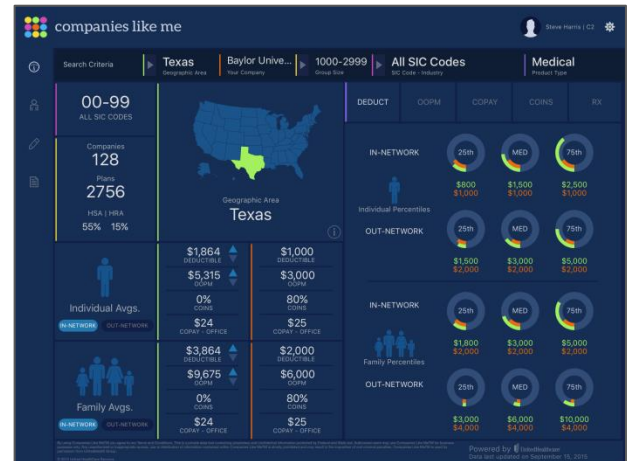
Administration fees, migration assumptions, legislative impacts and overall trend factors are all variables within the model. Because we are always thinking about what lies around the corner for our clients, this tool helps us determine the impact of design changes for DCTA in a real time environment.

### 9.2.5 Describe your capabilities to provide benchmarking data for the DCTA. What is the data source?

#### 9.2.6 How many employer groups does it contain?

Holmes Murphy uses a combination of national information and custom benchmarking surveys to help identify and analyze your competitive positioning.

**Companies Like Me:** We access various benchmarking applications including “Companies Like Me.” Our C2 partnership is a collective of employee benefit brokerage and consulting firms around the country. Through this partnership, boutique firms in different regions of the country work together to deliver solutions that make us smarter and faster. The dataset now represents more than 200,000 plans and 16.4 million-member lives.



**Truven MarketScan:** For benchmarking on clinical health and utilization, our data warehousing tool through IBM Watson Health, will provide DCTA advanced analytical data from both a clinical health and financial health perspective with access to the Truven MarketScan database, including:

- 275 unique measurements
- 9,500+ benchmarks
- Benchmark categories on cost, use, price, quality, condition specific, and screening measures

In addition, on behalf of our clients, we obtain the Mercer National Survey of Employer Sponsored Health Plans annually. The survey includes a breakdown specific to Large Employers (5,000+ employees) and specific industries. The survey includes benchmarking information on design, cost, employee cost share, strategic solutions, eligibility, wellbeing programs, and retiree healthcare.

While benchmark reports provide many data points, we believe that the most important part of benchmarking is adding meaningful analysis, reflections, and information that will inform your long-term strategy. Your consulting team will continue to review the data and succinctly present the information back to you for strategic planning and effective decision making.

#### 9.2.7 What is the average employer size and number of covered employees you represent?

The average employer size for the public sector client benchmarking that Holmes Murphy provides ranges from 20 employees to more than 12,000.

#### 9.2.8 How many governmental entities are included?

All our government entities are included.

#### 9.2.9 Define how the data can be categorized, i.e., regional, national, employer size, etc.

Data is categorized by any method the group prefers.

### 9.2.10 Describe any cost saving programs you have implemented for similar sized employers in the past five (5) years.

Below are three examples of past work:

**City of Coppel** – Holmes Murphy developed a multi-year wellness strategy focused on targeting the conditions and risk factors which drive the majority of the City's annual medical and pharmacy spend. Primary focus targeted those individuals with Metabolic Syndrome and Musculoskeletal conditions. Incentives were developed which encouraged members to act and engage with the City's contracted providers targeting at-risk members. Results: for the last two years the City's costs have been 30% under budget.

**City of Dallas** – Holmes Murphy helped create and negotiate a preferred tiered facility network with Baylor and Methodist. The goal was to drive more members to these facilities for in-patient and out-patient surgeries through improved benefit designs. In return for this steerage, both facilities agreed to provide meaningful discounts which were lower than what they offered through the additional carriers (Aetna, Blue Cross) in exchange for enhanced discounts. Results: Over the last three years, the City has saved more than \$9M due to this steerage to best in class providers at a lower price point than higher cost facilities which were charging more than 300% of Medicare for similar services. This solution was a first locally that many employers are trying to emulate.

Our team understands the public entity purchasing and procurement process and have developed a very streamlined and efficient method. Our team also understands how RFPs operate, how renewals should be managed, and we know the pitfalls to avoid. We will monitor performance guarantees, ongoing reporting requirements, and manage service issues. Whether you are just beginning to introduce a wellness program to your employees, or have been administering a wellness program for decades, we can guide you towards a healthier population.

The relationships we've built in the insurance industry, our growing market share and customer base, and our proven history of results have led to our representatives being included on the National Advisory Councils for Aetna, BCBS National Consortium, CIGNA, and United HealthCare. This involvement gives us valuable insights into the products and strategic directions these insurers are contemplating, as well as access to the decision-makers who are shaping our national policy on healthcare. We receive no compensation for any of these appointments.

We are confident that you can pick up the phone today and call any of the medical or ancillary vendors in the marketplace and hear great things about Holmes Murphy. Our partnership and collaborative work style translate to better outcomes for you as the client. We can't stress enough how important it is to make sure that your consultant with the marketplace.

### 9.2.11 Describe your process for negotiating renewals and your approach to going to market for the best products for your clients?

Holmes Murphy negotiates all benefit renewals each year on behalf of our clients. We will use this negotiating strength to ensure that DCTA is receiving the best possible price for the highest quality products and services.

During the initial client implementation process, your account team will work to create a timeline and project plan. While this will be a fluid document constantly updated with new projects, several things will be static each year. At the top of that list is the renewal process.

Renewals will be gathered well in advance of budget meeting and will be tracked on the timeline and project plan tracking grid. A typical medical and pharmacy renewal is requested five months in advance of the actual renewal date. This timeline varies with self-insured plans, as the typical administration fee in this type of funding arrangement is far lower than the actual claims driving the plan. That said, Holmes Murphy has favored status with all the national carriers and typically receives renewals well in advance of the market.

With an agent of record agreement in place, we should not require a great deal of assistance from DCTA during the collection of these renewals. Once received, there will be a meeting set to review each of the renewals and discuss rates negotiated on DCTA's behalf.

Our goal in the RFP process is to ensure that the selected vendors match the cultural and business needs for your organization. We streamline the review process by developing models that weigh the carrier responses and create a score in each area based on what is most important to DCTA. By doing this, we simplify the process for the benefits team and spend time evaluating the best fit, instead of pouring through hundreds of pages of RFP responses.

Holmes Murphy has established rigorous selection criteria for potential vendors and will recommend a selection after following these steps:

RFP Action Plan	
<b>Step 1</b>	Information Gathering: This phase will include obtaining any missing or outdated information, acquiring historical claims and employee census data, and reviewing current Summary Plan Descriptions.
<b>Step 2</b>	Develop RFP Specifications: This phase will include drafting of the actual RFP document and defining desired vendor service, network, and pricing criteria. We will discuss all selection criteria at this point and make any changes and customizations that are needed. The next step is to send the selection criteria to the vendors and receive their submitted proposals.
<b>Step 3</b>	Vendor Negotiation and Selection: Once the proposals are received, they are then evaluated and scored. This helps develop a report for the finalist selection. As we negotiate with vendors, we will also examine your loss history, establish the necessary types of coverage

	consistent with your risk tolerance, choose vendors that provide superior service, and adopt the optimal funding mechanisms for your specific needs.
<b>Step 4</b>	Implementation & Execution: Holmes Murphy will work with the benefits team and your selected vendor to successfully implement the vendor and plans selected. We will also assist you in creating customized communication pieces to explain the plan to employees.
<b>Step 5</b>	Ongoing Management: After the effective date we will continue to monitor the plan to ensure the vendor and selected plans are meeting the performance requirements set forth during the RFP process.

### **9.2.12 Does your firm track first renewal offers vs. final offers, and if so, what are your results? How many years of data can you produce?**

Yes; we track this information individually for each client.

## **9.3 Compliance**

### **9.3.1 Describe the process your service team uses to review plan documents, contracts, summary plan descriptions and other legal agreements prior to submission to your clients for execution.**

As a benefits consultant, we do not draft any legal documents. Nor do we draft administrative policies and procedures for clients. We have found that clients understand and adhere to policies much better when they draft them themselves. We do have sample documents that we can share from our Checkpoint legal search tool, and we are happy to make those available.

We have several vendors (all either law firms, or with lawyers on staff) that do draft the legal documents. We can support clients by supervising the vendor process and reviewing to ensure that all relevant provisions are part of the documents, but we want our clients to have the protection that comes from a law firm's participation in document creation.

### **9.3.2 Detail your ability to monitor and research regulatory and legislative developments at both the state and federal level, and how this will be communicated to the DCTA.**

Holmes Murphy is your benefits partner who can make the complex healthcare regulatory environment easy to understand. Simplifying the complex is a challenge we tackle every day for our clients.

We consistently hear from our clients how much they appreciate our ability to take complex compliance information and make it actionable for their staff members, showing them in real-life terms how forms and communications we develop can take the burden of regulation and worry of compliance off their plates. We share the latest developments in healthcare legislation and compliance updates through weekly compliance alerts, delivered via targeted email distribution lists.

Essentially, your weekly update will tell you anything significant that happened that week in the regulatory landscape and how it may affect your business. And both our account and compliance teams are available to discuss anything you find in those weekly updates if you have more specific questions.



Holmes Murphy also is a market leader in providing education and training events onsite or, with topics from compliance to clinical benchmarking. Some of our past events include:

- COVID-19 Facts e-mail Newsletter
- Innovator Series
- Mini Medical School for HR Professionals
- Mini Law School for HRs Professionals
- Defined Contribution Healthcare
- Overview of the recent Medicare and HSA Legislation
- Health Plan Cost Containment Strategies
- Thinking Ahead Three-Part Seminar Series
- Repeal & Replace in Disguise? Webinar
- Webcast: Is Single-Payer Inevitable?

Our compliance team is happy to conduct training and education sessions for your staff and executives on a variety of healthcare topics. Our attorneys, clinicians, and actuaries really do get excited talking about these issues.

### **9.3.3 Please describe the level of support to benefits staff you provide in updating all compliance materials (i.e., plan documents, etc.), and providing on-going training.**

Your account team is responsible for making sure you have a clear understanding of benefits industry trends and emerging issues within the employee benefits space. We want to make sure you know what's happening, and that we're telling you about it in terms you understand and can quickly apply to your unique business situations.

For compliance trends and issues, our compliance team regularly distributes information from an extensive network of electronic resources to collect the latest updates, including federal bureau websites, federal databases, Thompson Reuters Checkpoint system, and updates from major insurers and benefits groups. We also have state-based resources available to help with state specific regulations from our retained legal partner or our subscription-based compliance services.

Compliance Director Claire Pancerz has been involved in the National Legislative Council for the National Association of Health Underwriters, which means they are connected with the leaders who shape our nation's public policy concerning health reform and benefits regulation.

Our team's extensive relationships in the industry and background in compliance enables them to monitor the latest legislation and provide an understanding of how it will specifically impact your business. **You get the best of both worlds** – experienced legal minds who can quickly translate the latest changes in benefits legislation and share with you in plain language how it will affect your business.

*We are including a copy of a most recent Holmes Murphy Benefits Alert that spotlights industry trends and compliance updates on a weekly basis in the Appendix.*

### **9.3.4 Does your firm have dedicated resources for compliance? Are these resources in-house or outsourced? In what manner and timeline do you communicate compliance changes?**

The Holmes Murphy compliance team stands ready to walk with DCTA through any compliance or regulatory issue you may encounter. We're not a law firm, and don't provide legal opinions, but rather we're your resource for guidance and support on any compliance and healthcare-related legislative concern. We are committed to helping you find answers to your compliance questions that you can understand, and to helping you keep your business in compliance with the ever-changing regulations that dominate our industry.

Our Compliance team is led by Claire Pancerz, Compliance Director. Claire is an experienced benefits professional and is an incredibly valuable resource for DCTA. Our Dallas benefits practice staff participates on the National Advisory Councils for Aetna, Blue Cross Blue Shield, CIGNA, and United Healthcare, which gives direct access and insight into the creation of public policy and the leaders who are shaping that policy.

Our compliance group keeps our entire Holmes Murphy team updated on the latest compliance information and legislative developments. Holmes Murphy team members also regularly access an online compliance site (Checkpoint) where the most current information and updates on Federal laws and regulations concerning health and welfare plans are easily accessible.

Additionally, we distribute regular internal communications via email and hold monthly meetings where we share new compliance information. This means all Holmes Murphy consultants have a background on the latest compliance-related questions that may arise. Those same resources are adapted and shared with clients. You won't get "compliance SPAM" from us – the information we share will be applicable to your company and situation.

Our compliance resources position us to directly assist you with services like gap resolution, compliance check lists, and detailed plan reviews. We know your benefits and compliance situation is unique, so we use a customized compliance checklist to help us work with you through the compliance evaluation process. Our team is also available to conduct trainings and education sessions and will work closely with your staff through any audit or review process they might encounter.

With our compliance team on your side, you won't find yourself facing a compliance or regulatory issue on your own. *Our entire team stands ready to help you find the answers and support you need to keep your benefits program in compliance and your company protected.*

### **9.3.5 Does your firm provide access to a labor attorney? If so, what is the fee structure, if any? Does it provide a free initial consultation?**

While we have our own attorneys on staff, they practice exclusively at an advisory capacity. Therefore we will, from time to time, use outside counsel or recommend attorney-client privilege be retained through our client's existing legal relationships.



## 9.4 Advocacy

### 9.4.1 Does your firm provide patient advocate services to help the employees of DCTA with claims and other benefit issues/questions? If so, is there a cost associated with this service?

We don't currently offer patient advocacy services to DCTA; however, we do have this capability internally through one of our benefit coordinators if DCTA is interested in pursuing this.

#### BENEFIT COORDINATOR TEAM

In addition to your core service team, Holmes Murphy has included a dedicated single point of contact to field benefits questions for employees and their covered dependents. This dedicated individual's role is to provide your HR team with an additional level of administration assistance and coordinate services of any external benefit coordination resources that may be implemented.

The Benefit Analyst will assist employees with routine tasks like ordering new ID cards and/or answering questions regarding claims issues, availability of benefits, qualifying events, or how HSA and HRA plans work and what their maximum annual HSA contribution can be. Another primary role of our Benefit Coordinators is helping to direct traffic to the right resources needed to solve an employee or dependent's benefit issue. Employees don't have to keep track of a bunch of phone numbers for various programs and benefits their employer may offer.

Our Benefit Analysts are internal Holmes Murphy employees from our Dallas office and the DCTA dedicated Benefit Analyst can be reached either by their direct number, or by email. While one person is the primary contact for each client, our benefit analysts use a team approach for backup during time off, large projects that require more team members to complete and heavy cycles of time (usually around open enrollment) to get the help they need in a timely manner.

Clients who utilize this service usually experience a reduction in the number of general benefits inquiries from their employees. The benefit to the employee is having a reliable resource to call even if they change carriers or vendors.

### 9.4.2 How does your firm measure service quality?

As part of the working relationship between DCTA and Holmes Murphy, we establish an agreed upon Scope of Services on an annual basis. The Scope outlines all the services that will be provided by the Holmes Murphy team including, but not limited to, financial/actuarial, wellbeing/clinical intervention, marketing, compliance, and administration. This Scope will guide our high-level initiatives throughout the year as well as formalize our annual compensation.

During or at the end of each year, Holmes Murphy will produce a Stewardship Report that reviews the Scope and provides insight into the services provided, financial savings, and overall team performance. We find that reviewing the Stewardship Report not only allows us to celebrate the work we have done together as a team but provides a great reference point for reporting on the internal goals and initiatives for your organization.

While both the Scope and Stewardship report may be relatively formal in nature, we also have more frequent and informal tracking and accountability throughout the year. Our goal is to be an extension of your Benefits and HR team, and this only happens through regular communication. We establish touch base calls with your team on a frequency that makes sense for you. As you have experienced, a portion of these calls will be dedicated to reviewing our action log where we track ongoing projects, escalated issues, administrative questions, and vendor relations. This log helps hold both Holmes Murphy and DCTA accountable for ongoing projects, deadlines, and decisions. We also use these logs as historical documents to track resolutions, year over year changes, planning conversations and decisions, and renewal history.

#### **9.4.3 Describe how your service team will track objectives and activities associated with plans to ensure that all tasks are completed, and items are addressed.**

To clearly track objectives and make sure we're managing client expectations, we create a custom project plan for each account in our SalesForce Tool. Should we earn the right to work with DCTA, this is a process that we begin during our client kick-off meeting. The project plan would be pre-populated with some key milestones and other known plan information. However, the remaining body of the project plan would be developed between the Holmes Murphy and DCTA teams to include clear assignments, expectations, milestone, and completion dates.

The project plan would remain in place as a tool and would be reviewed on an agreed upon frequency (weekly, bi-monthly, or monthly). We believe a "no surprises" approach results in the best long-term relationships. Therefore, as soon as a problem is identified within the project plan, additional resources are allocated, or the project plan is modified as mutually agreed upon.

We will combine all elements and collaborate with you to create, refine, and deploy a **multi-year** strategic plan. While formulating short-term strategies may be necessary to address immediate issues, we want to work with DCTA to develop long-range goals and programs. A long-term plan is needed to moderate the increases in health care costs, take advantage of leading-edge health care strategies, and improve information, education, and quality of service to your employees.

#### **9.4.4 Describe how your firm serves as a liaison between vendors and benefits staff to resolve employee claim issues.**

The healthcare marketplace of the future is going to look very different from the marketplace we've operated in the past. Service relationships are transforming into partnerships that will go deeper, not wider. And employers will be working much more closely with service providers to develop solutions that work for their unique benefits strategy.

And this excites us, because we want to work with companies who are looking for new ways to manage their benefits and do things more effectively.

Our provider management approach is designed to help you get the most value from and develop meaningful relationships with your vendor partners. We'll take the benefits strategy we've developed with

you and find the partners that align with your strategy, your benefits needs and your organization's unique culture. Our goal is to help you develop collaborative relationships with your vendors that deliver the maximum value.

Unfortunately, we know things won't always go according to plan. And when this happens, Holmes Murphy will stand in the gap between you and your vendor partners to make sure they adapt their products and processes as appropriate. We're not here to distance you from your partners, and we're certainly not going to introduce more layers and complexity—that's not at all what we're about. Rather, we'll work to make sure your vendor relationships improve and develop to the benefit of everyone involved. It may sound too good to be true, but it's not—we do it every day, and our current clients will tell you so.

One of the guiding aspirations at Holmes Murphy, the hope-filled goals that direct the way we do things every day, is to "leave good footprints." We want each vendor and client to leave their interactions with us feeling respected and that we have heard them. While a win-win relationship with our service providers is important, we never forget that we represent our clients (not the carriers or service providers) and we will take a stand on your behalf when necessary.

**9.4.5 Is your advocacy staff a dedicated team or do they function in other roles? If other roles, please describe.**

Our benefit coordinators are part of the dedicated teams for our clients.

**9.4.6 What are your customer service/advocacy hours of operation?**

Our benefit coordinators are available during normal business hours (8 a.m. to 4:45 p.m.)

**9.4.7 Define all areas in which customer service is accessible (i.e., phone, email, website)? Please explain.**

Our benefit coordinators are available via phone and email.

**9.4.8 Does your firm retain a nurse or doctor on staff to provide assistance to customer service/advocacy?**

No.

**9.4.9 Please describe your phone system configuration (i.e., automated, voicemail, live person), and timeline to answer/resolve inquiries.**

We have toll free 800 numbers available to our clients' employees. The benefit coordinators answer and return phone calls live. They also have access to voicemail and email.

## 9.5 Technology

**9.5.1 What technology support do you provide to your clients? Identify those that are a standard part of the consultant/broker relationship and those that are provided at an additional fee.**

**9.5.2 Please outline any additional fee structure(s).**

Our philosophy of really understanding your current program includes what you do from a technology perspective. Available technology in the employee benefit space is advancing at a rapid pace. Our approach is to employ technology that minimizes complexity for the end user and delivers measurable value. Additionally, we have a robust IT department that can be utilized to work on a variety of projects, both large and small scale. Bottom line is, whatever technology you want to use is perfectly fine with us and we will support you from a technical standpoint. We will continue to model new technologies and bring them to you for evaluation.

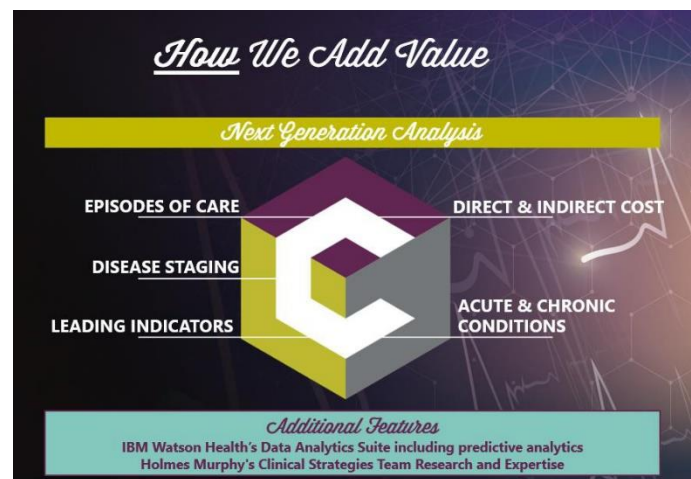
## 9.6 Wellness

**9.6.1 Does your firm provide assistance and direction with the development of alternative employee benefit programs, such as wellness programs, non-smoker incentives, etc.? If so, please describe examples of low-cost wellness tools and any associated fees as well as your process for measuring the success or failure of a wellness program.**

Holmes Murphy works with clients to develop a unique plan to both avoid and reduce the impact of disease. Our proprietary reporting system exists to provide an in-depth analysis on the health of your population, combining both financial and clinical measures, to determine what solutions will make the most impact to help our clients save time, money, and lives.

Our team members use a variety of instruments to analyze and report on organizational health investments. These tools include:

- Clinical Research has helped us identify numerous desired behaviors that should be aimed for by individuals.
- Evidenced-based guidelines direct us in providing best practice recommendations for organizations to help individuals achieve these desired behaviors.
- Years of experience and Measurable Outcomes guide what solutions – both vendor and plan design activities – will result in success.



**9.6.2 Does your firm provide any of the following wellness tools? If so, describe how and if there is an additional charge associated and if the tool is supported in-house or outsourced.**

- **Technology Coaching**
- **Live seminars Webinars**

- **Challenges Incentive design administration**
- **Wellness newsletter**
- **Tracking tools**

As stated in our previous response, we will work with DCTA to determine the best wellness strategy and then assist in putting that strategy in place. Depending on the results of DCTA's wellness strategy, we have access to some of the best wellness programs and services in the industry. We regularly evaluate the wellness vendors we use and understand that the market is changing at a rapid pace. Holmes Murphy does not offer these wellness tools directly as this allows us to remain objective in our evaluation of the tools and programs available in the marketplace and find the best fit for our clients.

### 9.6.3 Does your firm help with the development of employer wellness programs?

The most important tool we have is our expertise. Our approach to successful wellness programming is highly consultative. Using our clinical experience, we will create Disease Specific Battle Plans. This strategy takes the information about what diseases your population is facing and helps your Holmes Murphy consultants design benefit plans and solutions to proactively identify at-risk plan participants to attack risk factors that lead to most claim dollars spent.

**The result:** A measurable reduction in the production and destruction of disease which is critically important to impact the trajectory of healthcare trend, improve productivity, and reduce costs. We will work closely with DCTA, as we recognize each client is unique, to determine how best to impact your employees and their families in this area. We take a disease-specific approach believing this will create a focused result and meaningful impact rather than attempting to "boil the ocean" like is done in traditional wellness programs. We implement clinical strategies that allow members in your population with health risks Avoid or Reduce the impact of disease. There are three types of members in your health plan that each are approached with a unique strategy:

1. **Avoid Disease.** These individuals possess risk factors, or perhaps clusters of risk factors, and are on the road to disease production unless they receive the necessary awareness, education, and assistance to reverse those risks. We utilize a variety of vendors and service providers depending on each population's unique needs.
2. **Reduce Disease.** For members already diagnosed with a chronic disease, they are likely experiencing a compromised quality of life, and are almost definitely costing your health plan the most money. We recommend market-proven disease-specific tools to help these people manage their chronic disease. Examples include solutions to help diabetics better manage their diabetes and reduce their A1C, *Clarity* to improve digestive disorders such as IBS and Celiac Disease.
3. **The "Unknowns."** Put simply, not knowing your risk is a risk! Depending on the history and stage of DCTA's wellness program, you may have a significant segment of your employees and spouses who are unaware of their current clinical health. The "tool" needed for this population is likely a combination of incentive strategy review, goal evaluation, vendor analysis, and perhaps an improved employee communication strategy. This is our specialty.



## 9.7 Communication

### 9.7.1 Describe the communication support your organization provides for annual enrollment and effective communication of our benefit plans such as on-site enrollment support, customized enrollment presentations, and communication material. Please provide samples of communication materials (i.e., newsletters, benefit statements, payroll stuffers).

As an employer, you want to inspire your employees to give you their best. **So do we.**



To help accomplish this, we're here to make your benefits communication easy. In fact, our clients consistently tell us how much they appreciate our ability to take complex benefit information and make it understandable and actionable for their employees, while keeping it simple for their internal staff to implement.

We craft results-driven communication strategies and engaging elements that educate your employees on the things they care about most-when and where they want it. We have a team of dedicated communication experts who do this every day. We've even won awards for our engaging employee communication campaigns!

We understand the communication challenges of a diverse workforce. And we understand the budget constraints that most companies face when it comes to communicating with employees about their benefits. That's why we have included a variety of elements to support your needs throughout the year in our core scope of services:

- Communication strategy-setting session, follow-up, and strategy delivery
- Enrollment postcard, poster, and announcement email
- Change/enrollment newsletter
- Executive letter or cover letter announcing changes
- Benefits enrollment guide
- Required notices (Medicare Part D, CHIP, Special Enrollment Rights, etc.)
- Employee meeting presentation
- Monthly messaging for DCTA-specific topics as determined in strategy-setting

And while not included in our core scope of services, our communication team also can provide:

- Onboarding and new hire experiences
- Health improvement/clinical wellness campaigns
- Communication audits and measurement
- Site content, architecture, and "look and feel" development
- Video and other electronic media writing and production, including flipbooks, microsites, and apps
- Retirement communication services

- Employee research (focus groups, surveys, etc.)
- Training planning, development, and delivery

We look forward to showcasing all our communication team's capabilities during the finalist stage of the selection process.

### **9.7.2 Do you provide assistance with the development and distribution of employee benefit surveys? If so, please describe the scope of your services and any associated fees.**

Conducting research with groups of employees can help any organization gain insights into their goals, beliefs, attitudes, and motivations. Our in-house team of communication experts has extensive experience helping our clients conduct this research in three ways:

- By surveying employees, most commonly with short, focused, online questionnaires.
- By hosting focus groups where we test ideas, find out why employees are (or are not) engaging in behaviors, and investigate ways to engage them more successfully.
- By interviewing key leaders and influencers to help set the direction for programs and encourage buy-in before implementation.

While most employee research efforts focus only on satisfaction or morale, we encourage our clients to focus also on employee behaviors and organization systems/processes so that we can help identify specific performance-related areas for improvement. Where surveys can provide a wealth of quantitative feedback on topics, focus groups are more qualitatively oriented. This allows for a more in-depth discussion of relevant trigger points with employees. As such, our focus group approach is highly customized for each client's unique situation.

For a more streamlined approach, Holmes Murphy's has a survey tool which includes a library of questions that can be selected with the help of your account team to create a online questionnaire that reflects your colors and corporate benefit or wellness branding. Our tool includes various question types, logic branching, cross tabulation and reporting to discover insights about your employees on topics such as employee satisfaction, wellness programs, or benefit plans.

Think conducting surveys is old school? Here's what our Communications Director [Mark Fitzgibbons](#) has to say about it.

## **9.8 Compensation – Fees and Format**

### **9.8.1 DCTA anticipates that the broker/consultant services will be paid based on a fixed annual fee. However, the proposal shall include the recommended fee schedule. The broker/consultant must disclose any additional fees, commissions, or compensation (including potential bonus arrangements).**

Holmes Murphy would be honored to provide benefit advisory services to DCTA. We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the



results for our clients no matter what or how long it takes. We believe that billable hours can discourage customers from accessing our consulting services.

The three basic methods for paying your consultant/broker include:

- A fee arrangement such as a flat amount or a PEPM amount.
- Commission built into products.
- A combination—most commonly structured with a PEPM fee for medical and commission built into ancillary products.

The two most common approaches to paying an advisor are either as a direct monthly fee or through commissions paid to us through your service providers/insurer.

### **Option I: Flat Fee**

A monthly flat fee would be made payable to Holmes Murphy by netting out all the commissions from the current or future premium rates. In the event socialized commissions cannot be netted out of the current or future premium rates from certain carriers, we will agree to reduce our monthly fee as an offset, accordingly.

### **Option II: Commissions**

We can also provide our services through commissions received from your carriers or service providers. As a result of enrollment variations in number of employees and premiums paid each month, actual commissions received at year end may be slightly lower or higher than the quoted annual fee. Holmes Murphy serves as a licensed insurance agent and broker in all 50 states.

The most important thing to us is that you know what you are paying us, that we are delivering value for DCTA and that our compensation is always known and transparent. As your outside advisor, we can best serve as an extension of the DCTA's HR/Benefits team by removing any financial barriers from accessing our consulting team. Holmes Murphy can provide employee benefit consulting services for DCTA on a pre-agreed, flat fee basis, based on a full scope of benefit consulting services outlined in this proposal.

In the spirit of operating as an extension of DCTA's HR and Benefits department, we cannot envision fees that might fall outside of the scope of services proposed, except for the following:

- Travel outside of the state of Texas
- Printing costs associated with employee communication materials and fulfillment. (Note: Our communications team designs the materials customized to DCTA and then furnishes the digital file for you to print in-house or through your own print provider)
- Clinical data warehouse and analytics file feeds charges. (These nominal charges are often one-time or as a pass-through charge associated when changing DCTA's medical/pharmacy carriers.) These incidental charges enable a carrier's EDI file feed to interface with your longitudinal data warehouse and analytics platform.
- GuideSpark Videos and Online Flipbook

- ACAP Health & AVANT Specialty Products – these programs are billed directly from the providers
- Online Enrollment Systems Fees (if any)
- Non-Discrimination Testing
- Wrap Plan & Summary Plan Document creation
- Vendor File Fees
- Main Street Benefit Captive Program
- NME Health Services

You have our commitment that in the event there are services needed that fall outside of our agreement, Holmes Murphy will never invoice you without first obtaining consent based upon an agreed upon fee. In this way, we avoid having any surprises that are not pre-approved.

**9.8.2 DCTA expects to contract with the successful bidder for a period of at least thirty-six (36) months. However, DCTA desires a long-term relationship with the consultant selected assuming the services continue to meet DCTA's requirement and pricing remains competitive. Does your firm provide a multiple year compensation arrangement and/or service agreement? Describe our right to terminate a contract with you.**

100% of our fees are at risk. Our goal is to become your most trusted advisor — for many years. As a result, we do not require a formal contract of any kind. We would like to have an executed scope of services on file —that is all. We charge for our services monthly, and if DCTA is not satisfied with our work, you can terminate our relationship at any time. We believe that this is the ultimate performance guarantee.

**9.8.3 DCTA is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of abovementioned taxes. The proposal price shall not include taxes.**

Confirmed.

## 9.9 References

**9.9.1 Please provide a list of three (3) government entities for which your firm is currently providing similar services. Please include company size and demographics, name, and telephone number of the contact person.**

Our passion is your success, and our clients will tell you just that. We are happy to provide the following references as they have agreed to do so. However, we do ask that prior to contacting these individuals directly, that you first schedule a window of time with us as to when our clients might expect to be reached. We have found through years of experience that your ability to visit openly with these references is enhanced when our clients are made aware of your outreach and time is scheduled in advance to share what it is like to work with our firm.

<b>CURRENT CLIENTS</b>	
<b>Company Name</b>	<b>Johnson County</b>
<b>Contact Name and Phone Number</b>	Randy Gillespie, HR Director (817) 556.6194
<b>Number of Eligible Employees</b>	600
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	11 Years
<b>Company Name</b>	<b>City of Haltom City</b>
<b>Contact Name and Phone Number</b>	Toni Beckett; Director of HR (817) 222.7741
<b>Number of Eligible Employees</b>	350
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	15 Years
<b>Company Name</b>	<b>North Texas Emergency Communications Center (NTECC)</b>
<b>Contact Name and Phone Number</b>	Jacquea' A. Lampkins (469) 289.3200, Ext: 213
<b>Number of Eligible Employees</b>	65
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	4 years

## TAB 3 Availability of Personnel

This section should include the availability of personnel to implement and maintain services in accordance with the Scope of Work.

Your Account Team and Your Subject Matter Experts:



**Shawn Quildon**

Vice President - Client Service, EB  
214.265.6636  
SQuildon@holmesmurphy.com



**Scott Conard, MD**

Chief Medical Officer  
469.872.8008  
SConard@holmesmurphy.com



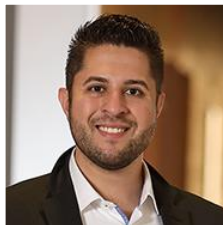
**Julie Rickman**

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Sr. Clinical Consultant  
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**Adam Kinyicky**

Account Manager, EB  
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AKinyicky@holmesmurphy.com



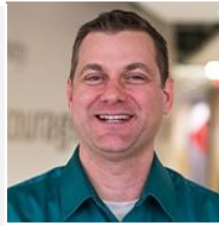
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BMagee@holmesmurphy.com



**Mark Fitzgibbons**

Communications Director  
214.265.6329  
MFitzgibbons@holmesmurphy.com

## TAB 4 Pricing

### Fixed Annual Fee based pricing proposals.

We believe we can best serve as an extension of DCTA's HR/Benefits team by removing any financial barriers from accessing our account service team. Holmes Murphy can provide employee benefit consulting services for DCTA on a pre-agreed, fee basis, based on a full scope of benefit consulting services outlined in this proposal.

We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can discourage clients from accessing our consulting services.

The three basic methods for paying your consultant/broker include:

- A fee arrangement such as a flat amount or a PEPM amount.
- Commission built into products.
- A combination—most commonly structured with a PEPM fee for medical and commission built into ancillary products.

The two most common approaches to paying an advisor are either as a direct monthly fee or through commissions paid to us through your service providers/insurer.

We propose to provide the full scope of services as outlined in this proposal for a fee of:

DESCRIPTION	FEE
Employee Benefit Consulting	Based on current size and headcount, a compensation amount of \$35,000 per year. This includes our full scope of services for both DCTA and NTMC.

## 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.**

Confirmed; we have included the following in this section:

- Addenda 1 Signed
- Sample Compliance Scorecard
- Sample Compliance & Benefits Alert

Required forms are in the Appendix Tab 6 section.

DENTON COUNTY  
TRANSPORTATION  
AUTHORITY

April 6, 2022

**ADDENDUM #1****RFP #22-09****Employee Benefits Broker/Consultant****Questions & Answers:**

No	Date	Questions – from Potential Proposers	DCTA Response
1	3/30/2022	Question 1 on Overall Bid On page 9 of the RFP, the employee count for DCTA and NTMC is a total of 151 employees. Please confirm this figure is an accurate representation. (Submitted: Mar 30, 2022 9:37:21 AM CDT)	Yes, the total full-time employee (FTE) count is approximately 151 employees (41 for DCTA, and 110 for NTMC).
2	3/30/2022	Question 2 on Overall Bid Is the current medical plan fully insured or self-funded? (Submitted: Mar 30, 2022 9:37:41 AM CDT)	The current medical plans are fully insured.
3	3/30/2022	Question 3 on Overall Bid Describe the current broker compensation structure. It is based solely on fees, carrier commissions or a combination of both? (Submitted: Mar 30, 2022 9:41:17 AM CDT)	The current broker compensation is based on an agreed upon flat annual fee, broken out and paid monthly.
4	3/30/2022	Question 4 on Overall Bid If possible, please provide the carrier/vendors for basic and voluntary benefits. (Submitted: Mar 30, 2022 9:42:13 AM CDT)	Please find the vendors for each benefit offered at both DCTA and NTMC below.  <b>DCTA:</b> Medical/Rx/Dental/Vision - TML Health Life/Disability - Standard Insurance FSA/COBRA Administration - WEX Health EAP Services - Curalinc  <b>NTMC:</b> Medical/Rx/Vision - UnitedHealthcare Dental - DentalSelect Life/Disability - Mutual of Omaha FSA/HSA/COBRA Administration - WEX Health





DENTON COUNTY  
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5	3/30/2022	Question 5 on Overall Bid Does DTCA and NTMC use a third-party benefit administration vendor for enrollment and eligibility? If so, how is this vendor compensated and by whom? (Submitted: Mar 30, 2022 9:44:07 AM CDT)	Neither DCTA nor NTMC use a third-party benefit administration vendor. All enrollments, eligibility, terminations, etc. are coordinated directly by DCTA/NTMC human resources staff with the benefit vendor.
6	3/30/2022	Question 6 on Overall Bid The RFP states "DCTA and NTMC are structured with different benefit plans on different benefit timelines. DCTA runs on a fiscal year basis (October – following September), and NTMC runs on a calendar year basis (January – December)." While the plans and plan years may be different, is their one entity charged to administer the plan for both organizations? (Submitted: Mar 30, 2022 9:47:16 AM CDT)	We are expecting the selected benefit broker agency to handle the plans for both organizations. Internally, each entity handles the administration of benefits for their own employees (i.e. DCTA human resources staff coordinates with the benefit broker on their plans only, and administers the benefits solely for the DCTA staff; and NTMC handles their own benefits separately from DCTA).
7	3/30/2022	Question 7 on Overall Bid RFP Section 9.0 - Proposer Questions. Does this questionnaire count towards the page maximum? Once completed, in which Tab should the completed questionnaire be placed? (Submitted: Mar 30, 2022 9:54:54 AM CDT)	No, the answers to the questions will not count towards the page maximum. Please include the answers within the Proposal section for submission.
8	3/30/2022	Question 8 on Overall Bid The RFP cites a page maximum in two areas - top of page 32 and page 34. Please clarify the total page maximum and the sections in which it applies including the Proposers Questions in Section 9 (9.1 to 9.9). (Submitted: Mar 30, 2022 9:56:32 AM CDT)	The page maximum will not apply to Section 9 Questions. The answers should be included within the Proposal section for submission.

*Addendum must be acknowledged below and returned with the bid submittal. All other text not referenced below remains the same as stated in the original solicitation or as stated in previous addendums.*

Brandy Hazel, NIGP-CPP, CPPB, MBA  
Manager of Contracts & Procurement

Acknowledged by: \_\_\_\_\_

Firm/Representative

Date: 4/14/2022

## SAMPLE COMPLIANCE SCORECARD

Care.Fully.

{{ACCOUNT NAME}}

## Compliance Scorecard

## STATUS LEGEND:

- = In Compliance
- = Needs Clarification/Further Research
- = Out of Compliance
- = N/A

TOPIC	DETAILS	SAMPLE CLIENT RESPONSE	STATUS
<b>ACA REQUIREMENTS – PLAN DESIGN</b>			
<b>Essential Health Benefits (EHB)</b>	Fully insured plan sponsors and self-funded plan sponsors covering EHBs must select a state to benchmark that coverage. Benefits covered under EHBs include ambulatory patient services, emergency services, hospitalization, maternity & newborn care, MH/SA, prescription drugs, rehabilitative/facilitative services/devices, laboratory services, preventive/wellness services and chronic disease management, and pediatric services including vision and oral care.	Aetna is utilizing South Carolina as {{ACCOUNT_NAME}}'s benchmark state	●
<b>Removal of Limits on Essential Health Benefits</b>	Annual and lifetime limits are prohibited for plan years beginning on or after January 1, 2014 unless a waiver was approved by HHS.	PPO – only day limits HRA – only day limits Core – only day limits	●
<b>Pre-existing Condition Exclusions</b>	Pre-existing condition exclusions must be eliminated for all plan participants for plan years beginning on or after January 1, 2014.	PPO – Confirmed HRA – Confirmed Core – Confirmed	●
<b>Maximum OOP 2022</b>	The 2022 maximum out of pocket limits are \$8,550 for single coverage and \$17,100 for family coverage. Cost-sharing applied to maximum OOP includes all essential health benefits covered under the plan to deductibles, copays and coinsurance; it does not include premiums, balance billing, or spending for non-covered services.	PPO – \$4,000/\$8,000 (embedded) HRA – \$6,000/\$12,000 (embedded) Core – \$6,850/\$13,700 (embedded) <i>Note: The self-only cost-sharing limit applies to each person, regardless of whether</i>	●



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		that person is enrolled in self-only or family coverage.	
<b>Excessive Waiting Period</b>	Maximum 90 days for plan years beginning on or after January 1, 2014.	Field – 90 Days – p. 2 guide Corporate – Date of Hire – p. 2 guide	●
<b>Preventive Health Services</b>	ACA preventive health services must be covered at 100% in-network/additional women's preventive health services (including generic contraceptives) must be covered at 100% in-network, unless a religious or other exemption exists.	PPO – SOB p.2-5 HRA – SOB p.2-5 Core – SOB p.2-5	●
<b>Dependent Eligibility</b>	Must cover dependent children to age 26 regardless of domicile or tax status. Applies to natural children or adopted children.	PPO – Booklet p. 3 HRA – Booklet p. 3 Core – Booklet p. 3	●
<b>Tax-Advantaged Medical Accounts &amp; OTC Medications</b>	Plans should be allowing reimbursement of OTC medicines without a prescription.	PayFlex confirmed rules applied in processing	●
<b>Clinical Trial Participants</b>	The plan's terms and operations cannot discriminate against participants who participate in clinical trials.	PPO – Booklet p.32 HRA – Booklet p. 34 Core – Booklet p. 32	●
<b>Appeals Process</b>	Non-GF health plans must offer an appeals process with external review by an Independent Review Organization (IRO).	PPO – Booklet p. 72 HRA – Booklet p. 74 Core – Booklet p. 72	●
<b>Same Sex Marriage</b>	The Supreme Court ruled in 2015 that state bans on same-sex marriage were invalid.	All Legal Spouses – p. 5 guide	●
<b>HSA-Qualified HDHP Minimum Deductible and Maximum OOP 2022</b>	In 2022, an HSA-qualified HDHP must have an OOP limit of \$7050 single/\$14,100 family with a minimum deductible of \$1,400 individual/\$2,800 family. <i>Note: no one individual can exceed the individual limit (must have \$2,800 embedded individual limit on family coverage). This is unchanged from 2021</i>	N/A	●
<b>HSA Contribution Limit 2022</b>	The individual limit is \$3,650; family limit is \$7,300.	N/A	
<b>FSA Contribution Limit 2022</b>	In 2022 employee pre-tax contributions may not exceed \$2850. <i>Note: grace period and carryover rules allowed by the CARES Act extension and Consolidated Appropriations Act: if employer chooses, employees may carry over all FSA and DCAP dollars for plan years ending in 2021. Ensure if employee is switching to an HDHP that FSA carryover dollars go into an HSA-compatible FSA vehicle.</i>	FSA – p. 21 guide Grace Period In Place; No Carryover	●
<b>FSA Unsubstantiated Claims</b>	Confirm understanding re: FSA claims that are unsubstantiated by the end of the plan year/grace period are treated as taxable income for the participant.	Is vendor handling process correctly?	
<b>WELLNESS PROGRAM RESTRICTIONS/NOTICES</b>			



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<b>Wellness Program with Group Health</b>	Standalone wellness program providing medical benefits may be considered a group health plan if offered to individuals not on the medical plan.	Wellness program only offered to individuals on the medical plan {{ACCOUNT_NAME}} to confirm	●
<b>Wellness Incentive</b>	While HIPAA regulations allow for a maximum of 30% differential on health programs only, if a tobacco cessation program is added, this increases to 50%. Under former EEOC regulations, the same 30% is allowed for health programs, but the 50% differential for tobacco cessation only applies when an affirmation is used to determine smoking status. <i>*Note that as of 01/01/2019, the EEOC has vacated regulations relating to the 30% for health programs. Clients may want to consult with legal counsel to determine what kind of incentive to keep in place.</i>  Spouses earn incentives separately from employees.	\$70 PEP/PEPY Tobacco included Core plan EE only – 42% differential	●
<b>Notice of Alternative Standard for Wellness Program</b>	HIPAA/ACA regulations state that outcomes-based wellness programs must disclose availability of an alternative standard in all materials.	Confirm requirements implemented and plan documentation updated	●
<b>EEOC Wellness Program Notice</b>	The EEOC requires a lengthy notice that can be combined with the Notice of Alternative Standard if necessary. The EEOC's sample language for the notice is found here: <a href="https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm">https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm</a> . The EEOC notice is to be used for outcomes-based and participatory programs.	Confirm use of EEOC notice	●
<b>ACA REQUIREMENTS – NOTICES AND DISCLOSURES</b>			
<b>Statement of Grandfathered Status</b>	Plan Administrator must provide periodically with any participant materials describing plan benefits.	{{ACCOUNT_NAME}} is not Grandfathered	●
<b>Notice of Patient Protections and Selections of Providers</b>	When plans require PCP selection each participant must be allowed to designate any available participating PCP including pediatricians. Prior authorization or referral for OB/GYN not allowed.	{{ACCOUNT_NAME}} does not require PCP selection	●
<b>Notice of Rescission</b>	Plan administrator must provide notice of rescission to affected participants at least 30 days before the rescission occurs. Rescission = retroactive termination of participant.	{{ACCOUNT_NAME}} to confirm understanding of rescission process	●
<b>Uniform Summary of Benefits and Coverage (SBC)</b>	Must provide SBC to applicants and enrollees in paper or electronic format (certain exceptions available for electronic format) within 90 days of becoming covered. Requirements for template and language level. SBC is provided at initial eligibility, open enrollment, special enrollment, and upon request.	{{ACCOUNT_NAME}} approved & provided SBCs at onset of annual enrollment Client is aware of other times SBC must be handed out as well {{ACCOUNT_NAME}} to confirm distribution process	●



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## SAMPLE COMPLIANCE &amp; BENEFITS ALERT



**Subject Line:** MLR Rebates, Drug Price Hikes, Telehealth Use, and More



**CMS: Insurers Paid Out \$2 Billion in Medical Loss Ratio Rebates for 2020 Claims**

<https://www.fiercehealthcare.com/payer/cms-insurers-paid-out-2-billion-medical-loss-ratio-rebates-for-2020-claims>

Insurers gave out approximately \$2 billion in rebates for 2020 to nearly 10 million consumers under the Affordable Care Act's (ACA's) medical loss ratio provision. The ACA requires insurers to spend a certain percentage of a consumer's premium payments on medical claims and the rest on administrative costs. The medical loss ratio is 80 percent for individual and small group market insurers and 85 percent for larger group plans. "For the 2020 reporting year, health insurers provided approximately \$1.3 billion in rebates in the individual market, \$384 million in the small group market, and \$291 million in the large group market," the Centers for Medicare & Medicaid Services (CMS) said. The CMS market breakdown estimate includes approximately 4.8 million people in the individual market and 5 million in the small and large group markets.

**A New Ban on Surprise Medical Bills Started January 1**

<https://www.nytimes.com/2021/12/30/upshot/medical-bill-ban-biden.html>

A new law went into effect this week that prohibits surprise medical bills for patients with medical emergencies who are treated at hospital emergency departments or urgent care centers, or by providers

that are outside their insurance networks. Patients will not be responsible for costs beyond their normal cost sharing.



#### **Drug Makers Ring in the New Year with 5 Percent Price Hikes**

<https://www.statnews.com/pharmalot/2022/01/03/drug-makers-ring-in-the-new-year-with-5-price-hikes-on-hundreds-of-medicines/>

As 2022 gets under way, pharmaceutical companies have so far raised wholesale prices by a median of 4.9 percent on more than 450 prescription medicines, an overall annual increase that is comparable to the price hikes seen over the past three years, according to a new analysis. The numbers are preliminary, though, because still more price increases are expected to be disclosed by drug makers later this month, since not every company has reported their latest prices to industry databases. Nonetheless, the early indication is that many drug makers are keeping price hikes in check due to ongoing bad publicity that has sparked sustained political pressure.

#### **UnitedHealthcare Permanently Shelves Controversial ER Coverage Changes Following Confusion**

<https://www.healthcaredive.com/news/unitedhealthcare-emergency-coverage-aha-hospital-billing/616601>

Despite some end-of-year confusion between a powerful hospital lobby and a payer giant, UnitedHealthcare has no immediate plans to institute stricter coverage criteria for emergency services. UnitedHealthcare had revised some language around its emergency and urgent care center coverage determination guideline that led the American Hospital Association (AHA) to believe the payer was instituting a harsher ER coverage policy it floated earlier last year. AHA sent a letter to UnitedHealthcare urging it to rescind the policy, saying it would result in fewer patients seeking emergency care. However, UnitedHealthcare clarified with the AHA in a letter on December 30 that the confusion was due to unclear language in its guidelines, and that it has no intention of implementing any such new policy for its fully insured business. The Minnesota-based health insurer has revised the coverage determination to remove the language added last month.

#### **Workplace Life, Disability, and Supplemental Health Insurance See Double-Digit Premium Growth**

<https://insurancenewsnet.com/inarticle/workplace-life-dl-and-supplemental-health-see-double-digit-3q-growth>

New annualized premium for workplace life insurance, disability insurance, and supplemental health products increased significantly in the third quarter of 2021, according to LIMRA's workplace benefits sales surveys.

#### **U.S. Saw Significant Drop in Telehealth Use During 2021 (Subscription Required)**

<https://www.modernhealthcare.com/care-delivery/us-saw-significant-drop-telehealth-use-during-2021>

Telehealth utilization declined by an average of 40.3 percent a month last year compared to 2020, an analysis published last month shows. Telemedicine skyrocketed in popularity during the COVID-19 pandemic's peak in 2020 but declined as people returned to physician offices last year, according to a review of commercial, Medicare Advantage, and Medicaid managed care claims by the analytics firm Trilliant Health. The company compared telehealth utilization from March through December 2020 to that same period in 2021 to determine the trends.





**Study: Cancer Deaths Increased Globally From 2010 to 2019**

<https://consumer.healthday.com/b-1-4-more-than-10-million-people-died-of-cancer-worldwide-in-2019-2656202026.html>

Data from 204 countries and territories showed there were more than 23 million new cancer cases globally in 2019 and 10 million deaths, compared with fewer than 19 million cases and 8.29 million cancer deaths in 2010, researchers reported. Cancer ranked second for number of deaths, behind cardiovascular disease, among 22 groups of diseases and injuries. Breast cancer was the leading cause of cancer-related deaths among females worldwide, including for 119 countries. There was a glimmer of good news: After adjusting for age, the researchers found death and incidence rates decreased by about 6 percent and around 1 percent, respectively.

**Female Patients at Greater Risk When Male Surgeon Operates, Study Finds**

<https://www.usatoday.com/story/news/health/2022/01/05/women-surgery-patients-more-risk-men-operate/9096481002/>

Women who had surgery performed by a male surgeon were more likely to have adverse outcomes than women operated on by female doctors, according to a study published December 8. U.S. and Canadian researchers analyzed more than 1.3 million patients in Ontario, Canada, treated by 2,397 surgeons between 2007 and 2019. They found that female patients treated by male surgeons had 15 percent greater odds of worse outcomes than female patients treated by female surgeons.

**Cloth Masks Are a Problem When It Comes to Omicron**

<https://www.usatoday.com/story/news/health/2022/01/05/cloth-masks-not-effective-omicron-covid/9091574002/>

Your cloth face mask isn't protecting you against the coronavirus variant Omicron, health officials say. As common as cloth face masks have become, health experts say, they do little to prevent tiny virus particles from getting into your nose or mouth and aren't effective against the new variant. "Cloth masks are not going to cut it with Omicron," says Linsey Marr, a researcher at Virginia Tech. Health experts are urging the public to opt for three-ply surgical masks, KN95 masks, or N95 masks, which all offer more protection against the highly contagious variant. Omicron spreads more quickly and efficiently than other known coronavirus variants and is extremely transmissible -- even through thick fabric face masks.



## TAB 6 Appendix

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

- Bidders Questionnaire

Denton County  
Transportation Authority

Bid 22-09

**BIDDER'S QUESTIONNAIRE**

**DCTA**

---

- Name of Contractor ("Business", herein) **Holmes Murphy & Associates, LLC**
- Doing Business As (other business name if applicable) **Holmes Murphy & Associates, LLC**
- Federal Tax ID Number **42-0985055**
- Business Mailing Address (include City/State/Zip Code) **12712 Park Central Dr., Suite 100 Dallas, TX 75251**
- Business Email Address: **JRickman@holmesmurphy.com**
- Business Telephone: **214.265.6309** Business Fax Number
- Business Type: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture
- Number of Years in Business **90**
- Annual Gross Revenue for the past three years (M=Millions) ☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☒ \$16M+
- Number of Employees ☐ 100 or Less ☐ 101-500 ☐ 501-700 ☐ 751-1,000 ☒ 1,001+
- Is Business a DBE Firm? ☐ Yes ☒ No
- Is Business Owned by Minority Ethnicity? ☐ Yes ☒ No
- Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ White/Caucasian ☐ Other
- Woman Owned? ☐ Yes ☒ No
- Veteran Owned ☐ Yes ☒ No
- Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☒ Professional service ☐ General/Technical Service
- Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No
- Is any litigation pending against the Business? ☐ Yes ☒ No
- Has the Business ever been declared "Not Responsible"? ☐ Yes ☒ No
- Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No
- Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No
- 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
- Is the Business in arrears upon a contract or debt? **No**
- Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No
- 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
- 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.  
**NA**
- 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). **None.**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

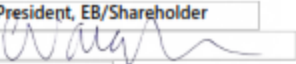
Printed Name **Charisse M. Vaughn**

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Denton County  
Transportation Authority

Bid 22-09

Title **Sr. Vice President, EB/Shareholder**  
Signature   
Date **04/12/2022**  
Email Address **CVaughn@holmesmurphy.com**

(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)

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## • Authorization for Release of Financial Information

Denton County  
Transportation Authority

Bid 22-09

**AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION**

This authorization will be used to obtain information to assist DCTA in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the DCTA Procurement department for this purpose. All information must be current and traceable. Each venture of a joint venture must submit a separate signed form

DCTA Reserves the right to make additional inquiries based on the information submitted or lack thereof.

Bankers Trust	
Name of Bank/Financial Institution	
453 7th Street	
Address	
Des Moines, IA 50309	
City, State, Zip	
Aldin Hodzik	
Name of Bank Officer Familiar with the Account	
515.245.5276	
Telephone	Fax
Email Address	
Holmes Murphy & Associates	
Name of Business	
12712 Park Central Dr., Suite 100	
Address	
Dallas, TX 75251	
City, State, Zip	

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which DCTA has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) legal action(s) applicable under federal, state or local law.

Printed Name	Charisse M. Vaughn
Title	Sr. Vice President, EB/Shareholder
Signature	
Date	04/12/2022

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## • Form CIQ Conflict of Interest Questionnaire

Denton County  
Transportation Authority

Bid 22-09

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
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.		<b>OFFICE USE ONLY</b>
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 <sup>th</sup> 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. <div>Holmes Murphy &amp; Associates, LLC</div>	
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 <sup>th</sup> 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.  <div>NA</div>	
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.  <div>NA</div>	



<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		<b>Page 2</b>
5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the	

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Denton County  
Transportation Authority

Bid 22-09

	<p><b>answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; 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.</p> <p>A. Is the Local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>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?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>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?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>D. Describe each affiliation or business relationship.</p> <p>NA</p>
6	<p><b>Describe any other affiliation or business relationship that might cause a conflict of interest.</b></p> <p>NA</p>
7	<p></p> <p>Signature of person doing business with the governmental entity</p> <p></p> <p>Date</p>

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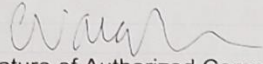
• Non-Collusion Affidavit

Denton County  
Transportation Authority

Bid 22-

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

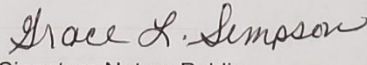
The authorized representative for bidder / proposer, Holmes Murphy & Associates, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, 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.

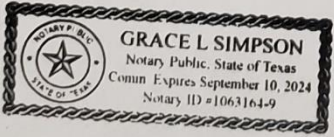
  
Signature of Authorized Company Representative

Charisse M. Vaughn, Sr. Vice President, EB/Shareholder  
Name and Title of Authorized Company Representative

4/14/2022  
Date

Subscribed and sworn to before me on April 14, 2022 (Date)

  
(Notary Seal) Signature Notary Public



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### • List of References for Similar Projects

Refer to references provided earlier in our response.

<b>CURRENT CLIENTS</b>	
<b>Company Name</b>	<b>Johnson County</b>
<b>Contact Name and Phone Number</b>	Randy Gillespie, HR Director (817) 556.6194
<b>Number of Eligible Employees</b>	600
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	11 Years
<b>Company Name</b>	<b>City of Haltom City</b>
<b>Contact Name and Phone Number</b>	Toni Beckett; Director of HR (817) 222.7741
<b>Number of Eligible Employees</b>	350
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	15 years
<b>Company Name</b>	<b>North Texas Emergency Communications Center (NTECC)</b>
<b>Contact Name and Phone Number</b>	Jacquea' A. Lampkins (469) 289.3200, Ext: 213
<b>Number of Eligible Employees</b>	65
<b>Services provided by Holmes Murphy</b>	Full Health and Welfare Benefits Consulting
<b>Length of Relationship</b>	Since 2018



• Prohibition of Contracts with Companies Boycotting Israel

Denton County  
Transportation Authority

Bid 22-09

**Prohibition of Contracts with Companies Boycotting Israel**  
***This form must be completed and submitted with the bid/proposal***

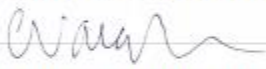
*House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.*

*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:

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**• Prohibition of Boycott of Firearm Entity or Firearm Trade Association**Denton County  
Transportation Authority

Bid 22-09

**Prohibition Boycott of Firearm Entity or Firearm Trade Association*****This must be completed and submitted with the bid/proposal***

Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.

Company is defined under Section 2274.001 to mean "a for-profit 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, Charisse M. Vaughn (Name of certifying official), the Sr. Vice President, EB/Shareholder (title or position of certifying official) of Holmes Murphy & Associates (name of company), verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

  
Signature of Certifying OfficialTitle: Sr. Vice President, EB/ShareholderDate: 04/12/2022

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## • Prohibition of Boycott Energy Companies

Denton County  
Transportation Authority

Bid 22-09

**Prohibition of Boycott Energy Companies*****This must be completed and submitted with the bid/proposal***

Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.

Company is defined under Texas Government Code Section 809.001 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." Section 2274.001 (2) excludes sole proprietorships from the definition of "Company".

The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

"I,  (Name of certifying official), the  (title or position of certifying official) of  (name of company), verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.



Signature of Certifying Official

Title: Date: 

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## • Determination of Responsibility

Denton County Transportation Authority		Bid 22-09
<b>Determination of Responsibility/Non-Responsibility</b>		
<p>1. Please provide a brief description of your materials and/or services:</p> <p><b>insurance consulting</b></p>		
<p>2. Is the Business a subsidiary of another entity?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>3. Has the Business, or any officer or partner thereof, failed to complete a contract?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>4. Is any litigation pending against the Business?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5. Has the Business ever been declared "not responsible"?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>6. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>7. Has the Business ever been a defaulter, as principal, surety or otherwise?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>8. 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> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>9. Is the Business in arrears upon a contract or debt?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>10. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>11. 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> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>12. If a "yes" response is given under questions 2 through 11, 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.</p> <p><b>NA</b></p>		
<p>13. List the name and business address of each person or legal entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).</p> <p><b>Holmes Murphy has more than 170 shareholder employees, none of which have more than 10% ownership in the company.</b></p>		
<p>14. Provide a listing of the business names and addresses of all present clients.</p> <p><b>We can provide this separately if needed or required.</b></p>		
<p>15. Name of Principal financial institution for financial responsibility reference.</p> <p>Name of Bank: <u>Bankers Trust</u></p> <p>Address: <u>453 7th Street</u></p> <p>City and State: <u>Des Moines, IA 50309</u></p> <p>Officer familiar with bidder's account: <u>Alain Hostalka</u></p> <p>Federal Taxpayer I.D. Number: <u>42-0985055</u></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 may remove the business from DCTA's bidders list; or/and 3) DCTA may have grounds for initiating legal action under federal, state or local law. <b>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.</b></p> <p>Printed Name: <u>Charisse M. Vaughn</u></p> <p>Title: <u>Sr. Vice President, EB/Shareholder</u></p> <p>Signature of Owner: </p> <p>Date: <u>04/12/2022</u></p> <p>Email address: <u>CVaughn@holmesmurphy.com</u></p> <p>(Owner, CEO, President, Majority Stockholder or Designated Representative) **Questions about this document should be directed to the Purchasing Manager.**</p>		
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**Supplier: Holmes Murphy****BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein) **Holmes Murphy & Associates**
2. Doing Business As (other business name if applicable)
3. Federal Tax ID Number **42-0985055**
4. Business Mailing Address (include City/State/Zip Code) **2727 Grand Prairie Parkway, Waukeg, IA 50263**
5. Business Email Address: **JRickman@holmesmurphy.com**
6. Business Telephone **214.265.6309** Business Fax Number
7. Business Type: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture
8. Number of Years in Business **90**
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 ☐ 501-700 ☐ 751-1,000 ☒ 1,001+
11. Is Business a DBE Firm? ☐ Yes ☒ No
12. Is Business Owned by Minority Ethnicity? ☐ Yes ☒ No
13. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ White/Caucasian ☒ Other
14. Woman Owned? ☐ Yes ☒ No
15. Veteran Owned ☐ Yes ☒ No
16. Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☒ Professional service ☐ General/Technical Service
17. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No
18. Is any litigation pending against the Business? ☐ Yes ☒ No
19. Has the Business ever been declared "Not Responsible" ☐ Yes ☒ No
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No
21. Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No
23. Is the Business in arrears upon a contract or debt?
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. **NA**
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). **NA**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name **Charisse M. Vaughn**  
Title **Sr. Vice President, EB/Shareholder**

Signature **Charisse M. Vaughn**

Date **04/14/2022**

Email Address **CVaughn@holmesmurphy.com**

*(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)*

Supplier: **Holmes Murphy**



## **AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION**

This authorization will be used to obtain information to assist DCTA in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the DCTA Procurement department for this purpose. All information must be current and traceable. Each venture of a joint venture must submit a separate signed form

DCTA Reserves the right to make additional inquiries based on the information submitted or lack thereof.

Name of Bank/Financial Institution

**Bankers Trust**

Address

**453 7th Street**

City, State, Zip

**Des Moines, IA 50309**

Name of Bank Officer Familiar with the Account

**Aldin Hodzik**

Telephone

Fax

**515.245.5276**

Email Address

**Not available**

Name of Business

**Holmes Murphy & Associates**

Address

**2727 Grand Prairie Pkwy Waukee, IA 50263**

City, State, Zip

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which DCTA has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) legal action(s) applicable under federal, state or local law.

Printed Name

**Charisse M. Vaughn**

Title

**Sr. Vice President, EB/Shareholder**

Signature

**Charisse M. Vaughn**

Date

**04/14/2022**



Supplier: **Holmes Murphy**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
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.		<b>OFFICE USE ONLY</b>  Date Received
By law this questionnaire must be filed with the records administrator of the local government not later than the 7 <sup>th</sup> 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. <b>Holmes Murphy &amp; Associates</b>	
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 <sup>th</sup> 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.  <b>NA</b>	
4	Describe each affiliation or business relationship with a person who is a local government office and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.  <b>NA</b>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		<b>Page 2</b>
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	<b>Describe any other affiliation or business relationship that might cause a conflict of interest.</b>
	<b>NA</b>
7	
<div> <div> <b>Charisse M. Vaughn</b>  Signature of person doing business with the governmental entity </div> <div> <b>04/14/2022</b>  Date </div> </div>	

Supplier: **Holmes Murphy**

## NON-COLLUSION AFFIDAVIT

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

The authorized representative for bidder / proposer, **Charisse M. Vaughn**, 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.

**Charisse M. Vaughn**

Signature of Authorized Company Representative

Sr. Vice President, EB/Shareholder

Name and Title of Authorized Company Representative

**04/14/2022**

Date

Subscribed and sworn to before me on **04/14/2022** (Date)

(Notary Seal)

Grace Simpson

Signature Notary Public

Supplier: **Holmes Murphy**



## 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: **EB Consulting**  

**Current**

DATE OF COMPLETION IF  
APPLICABLE: \_\_\_\_\_

CONTACT PERSON: **Randy Gillespie**  
**Johnson County**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE  
NUMBER: **(817) 556.6194**

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: **randyg@johnsoncountytexas.org**

PROJECT BUDGET: **NA**
  
2. PROJECT: **EB Consulting**  

**Current**

DATE OF COMPLETION IF  
APPLICABLE: \_\_\_\_\_

CONTACT PERSON: **Toni Beckett; Director of HR**  
**City of Haltom City Texas**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE  
NUMBER: **(817) 222.7741**

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: **tbeckett@haltomcitytx.com**

PROJECT BUDGET: **NA**
  
3. PROJECT: **EB Consulting**

**current**

DATE OF COMPLETION IF

APPLICABLE: \_\_\_\_\_

**Jacquea' A. Lampkins**

CONTACT PERSON: \_\_\_\_\_

**North Texas Emergency Communications Center (NTECC)**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**(469) 289.3200, Ext: 213**

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**NA**

PROJECT BUDGET: \_\_\_\_\_

4. PROJECT: \_\_\_\_\_

DATE OF COMPLETION IF

APPLICABLE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROJECT BUDGET: \_\_\_\_\_

Supplier: **Holmes Murphy**

## **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, **Charisse M. Vaughn** (Name of certifying official), the **Sr. Vice President, EB/Shareholder** (title or position of certifying official) of **Holmes Murphy** (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.

**Charisse M. Vaughn**

Signature of Certifying Official Title:

Title: **Sr. Vice President, EB/Shareholder**

Date: **04/14/2022**

Supplier: **Holmes Murphy**

## **Prohibition Boycott of Firearm Entity or Firearm Trade Association**

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

*Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.*

*Company is defined under Section 2274.001 to mean “a for-profit 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, **Charisse M. Vaughn**(Name of certifying official), the **Sr. Vice President, EB/Shareholder**(title or position of certifying official) of **Holmes Murphy**(name of company), verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**Charisse M. Vaughn**

Signature of Certifying Official

Title: **Sr. Vice President, EB/Shareholder**

Date: **04/14/2022**



Supplier: **Holmes Murphy**

## **Prohibition of Boycott Energy Companies**

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

*Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.*

*Company is defined under Texas Government Code Section 809.001 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.” Section 2274.001 (2) excludes sole proprietorships from the definition of “Company”.*

*The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.*

---

**"I, Charisse M. Vaughn**(Name of certifying official), the **Sr. Vice President, EB/Shareholder**(title or position of certifying official) of **Holmes Murphy**(name of company), verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**Charisse M. Vaughn**  
Signature of Certifying Official

Title: **Sr. Vice President, EB/Shareholder**

Date: **04/14/2022**

**EVALUATION SCORE SHEET - CONSENSUS AVERAGES****DCTA REQUEST FOR PROPOSAL #22-09 Employee Benefits Broker/Consultant**EVALUATION TEAM: Marisa Perry & Brittney Farr

	MAX PTS	Cuellar & Associates*	Gallagher Benefit Services	Holmes Murphy	McGriff, Seibels & Williams of Texas
<b>Experience and Past Performance</b> Experience and past performance of the firm and/or personnel with the type of work identified within the Scope of Work Provide a minimum of three (3) references within last 60 months, complete with a brief summary of services provided, as well as address and telephone number of government, non-profit or transit agency for whom the Proposer has provided similar services Demonstrate past performance of similar services provided to government, non-profit, or transit agencies.	35	8.5	27.5	34	30.5
	MAX PTS	SCORE	SCORE	SCORE	SCORE
<b>Project Approach</b> Familiarity of the firm and/or personnel with activities as identified in the Scope of Work. Specifies how process will ensure timely delivery of services within scope and budget	30	10	26.5	28.5	29.5
	MAX PTS	SCORE	SCORE	SCORE	SCORE
<b>Availability of Personnel</b> Demonstrate the availability of personnel to implement and maintain services in accordance with the Scope of Work	20	3.5	15	18	16
	MAX PTS	SCORE	SCORE	SCORE	SCORE
<b>Price</b> Overall cost and fees to be charged	15	0	15	10.71	6.13
	MAX PTS	SCORE	SCORE	SCORE	SCORE
<b>Required Forms and Certifications</b> All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in Appendix 7.	Pass/Fail	Fail	Pass	Pass	Pass
<b>TOTAL SCORE</b>	<b>100</b>	<b>33.4</b>	<b>84</b>	<b>91.21</b>	<b>82.13</b>

## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Industrial Power Truck and Equipment under The Interlocal Purchasing System (TIPS) Cooperative Purchasing Agreement

### Recommendation

Staff recommends the Board authorize the Interim CEO to enter into a contract with Industrial Power Truck & Equipment Under The Interlocal Purchasing System (TIPS) Cooperative Purchasing Agreement.

### Background

Previously, the Denton County Transportation Authority (DCTA) Board of Directors approved an Interlocal Agreement with The Interlocal Purchasing System or TIPS Purchasing Cooperative. TIPS has a multitude of cooperative purchasing programs available to public agencies. All contracts are competitively solicited and publicly awarded by government entities utilizing industry best practices, processes, and procedures.

Under TIPS contract number 200802, Industrial Power offers discounted prices on many parts that are used for the repairs on the vehicle fleet as well as discounted rates for repair work that the North Texas Mobility Corporation (NTMC) Maintenance Department may need assistance to complete.

Today, DCTA purchases parts with Industrial Power Truck & Equipment and this contract would enable us to do so under the TIPS Cooperative Purchasing Agreement.

### Previous Board Activity & Action

- May 26, 2022 Board Informational Item
- February 27, 2020 Board Approved Award of Interlocal Cooperation Agreement with The Interlocal Purchasing System (TIPS) for Cooperative Purchasing

### Identified Need

This will allow for DCTA and NTMC staff to remain in compliance with state procurement regulations and will gain efficiencies in sourcing, pricing of parts and services for the vehicle fleet. Year to date \$24,325 has been spent with Industrial Power on miscellaneous vehicle parts. The FY22 annual budget for fleet parts is \$631,900 and \$80,700 for third party maintenance. This contract will reduce overall time spent on processing individual purchase orders for parts purchasing activities.

### Financial Impact

Based on the volume of purchases, staff anticipates spending approximately \$200,000 annually with this contract, and the total expenditures will not exceed \$200,000 per fiscal year.

### Exhibits

N/A

Submitted By:   
Troy Raley, Sr. Director of Mobility Services



## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Approval of a Resolution Designating David Leininger as the Investment Officer

### **Recommendation**

Staff recommends the Board approve a Resolution designating David Leininger as the Investment Officer, effective immediately.

### **Background**

DCTA's investment officers are the Chief Financial Officer (CFO) as the Investment Officer and the Chief Executive Officer (CEO) as the Alternate Investment Officer. Marisa Perry, CFO, resigned from DCTA effective May 20, 2022, and David Leininger is the Interim CFO effective May 23, 2022.

### **Previous Board Activity & Action**

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

### **Identified Need**

DCTA's Investment Policy specifies the CFO as the Investment Officer. With the resignation of the CFO, an investment officer needs to be designated.

### **Financial Impact**

There is no financial impact associated with the designation of an investment officer.

### **Exhibits**

Exhibit 1: Draft Resolution

Submitted By:   
Paul A. Cristina, Interim CEO

**DENTON COUNTY TRANSPORTATION AUTHORITY  
RESOLUTION NO. XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY (“DCTA”) APPOINTING DAVID LEININGER, DCTA INTERIM CHIEF FINANCIAL OFFICER, AS THE INVESTMENT OFFICER FOR DCTA; PROVIDING A REPEALING CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Marisa Perry’s employment with DCTA shall end on May 20, 2022; and

**WHEREAS,** David Leininger has been named as the interim Chief Financial Officer; and

**WHEREAS,** the Board of Directors desires to designate David Leininger as the Investment Officer.

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

**SECTION 1.** DCTA Interim Chief Financial Officer David Leininger is hereby designated as the Investment Officer.

**SECTION 2.** The Investment Officer is hereby authorized to engage in investment transactions on behalf of DCTA.

**SECTION 3.** The Investment Officer authorized by this resolution shall also be authorized to approve wire transfers used in the process of investing.

**SECTION 4.** The Investment Officer shall designate a liaison/deputy in writing in the event circumstances require timely action and the Investment Officer is unavailable.

**SECTION 5.** That all provisions of the resolutions of the Board of Directors of DCTA, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 6.** This resolution shall become effective immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE DENTON COUNTY TRANSPORTATION AUTHORITY ON THIS 23<sup>rd</sup> DAY OF JUNE 2022.**

**APPROVED:**

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Cesar Molina, Chair

**ATTEST:**

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Dianne Costa, Secretary

## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Southern Tire Mart and The Goodyear Tire and Rubber Company for a total amount not to exceed the approved budget for FY22 \$9,500 and FY23 for \$96,000

### **Recommendation**

Staff recommends the Board approve the contract award to Southern Tire Mart and The Goodyear Tire & Rubber Company for a total estimated award of not to exceed the approved budget for FY22 \$9,500 and FY23 for \$96,000.

### **Background**

The current contract for Automotive Tires & Related Services is effective August 1, 2021, through July 31, 2022. A request for Bids (RFB) 22-10 was released April 8, 2022, on Bidsync. DCTA received two (2) bids on May 6, 2022. Staff reviewed the submissions and, following a determination of vendor responsibility, evaluated the bids based on a lowest cost analysis to come to the above recommendation. The following companies submitted bids:

- Southern Tire Mart
- The Goodyear Tire & Rubber Company

### **Previous Board Activity & Action**

- May 26, 2022: Board Meeting Informational Report Item 04

### **Identified Need**

The current contract for Automotive Tires & Related Services will expire on July 31, 2022. This contract will allow the agency to leverage purchasing power to maximize cost savings by identifying the lowest cost or best value supplier(s). Additionally, this contract will ensure the availability and timely delivery of tires and performance of related services to be ordered on an as needed basis to perform repairs and preventative maintenance on transit vehicles.

### **Financial Impact**

The total expenditures for this procurement will not exceed the budgeted amounts for tires outlined in the adopted FY22 budget and the FY23 budget will include sufficient funding for the remainder of the contract.

### **Exhibits**

Exhibit 1: Request for Bid 22-10

Exhibit 2: Bid – Goodyear Tire & Rubber Company

Exhibit 3: Bid – Southern Tire Mart

Exhibit 4: RFP 22-10 Bid Tabulation



Submitted By:   
Brandy Hazel, Manager of Contracts & Procurement

A stylized signature in blue ink, consisting of a series of connected loops and a final upward stroke.

Approved By: \_\_\_\_\_  
Troy Raley, Director of Mobility Services

## **Solicitation 22-10**

### **Tires & Related Services for Transit Vehicles**

**Bid Designation: Public**



**Denton County Transportation Authority**

## Bid 22-10

### Tires & Related Services for Transit Vehicles

Bid Number **22-10**  
Bid Title **Tires & Related Services for Transit Vehicles**  
Expected Expenditure **\$90,778.78** (This price is expected - not guaranteed)

Bid Start Date **Apr 8, 2022 4:08:51 PM CDT**  
Bid End Date **May 5, 2022 1:00:00 PM CDT**  
Question & Answer  
End Date **Apr 22, 2022 5:00:00 PM CDT**

Bid Contact **Allye Potter**  
**Procurement Specialist**  
**Procurement**  
**apotter@dcta.net**

Contract Duration **14 months**  
Contract Renewal **Not Applicable**  
Prices Good for **90 days**

Bid Comments **Denton County Transportation Authority (DCTA) is accepting bids for new vehicle tires for transit and truck vehicles, as well as wheel refurbishing, tire pressure monitoring systems (TPMS) sensor installation, 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 tires in accordance with the specifications set herein.**  
**Added on Apr 19, 2022:**  
**Addendum #1 posted 4/19/22.**  
**- Bid due date changed from May 4, 2022 at 5:00pm to May 5, 2022 at 1:00pm CST.**  
**-Public bid opening will take place May 5, 2022 at 1:15pm CST.**  
**-Virtual link to public bid opening provided in Addendum #1.**  
**-Contract term has been changed to one (1) year and two (2) months commencing August 1, 2022 and ending September 30, 2023.**  
**- Bid Form uploaded.**

#### Item Response Form

Item **22-10--01-01 - Ford Focus Tire**  
Quantity **10 each**  
Unit Price   
Delivery Location **Denton County Transportation Authority**  
DCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty 10**

**Description**  
Tire Size: 195/65R/15

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Item	<b>22-10--01-02 - 2018 Ford Transit Van Tire</b>
Quantity	<b>76 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 76</b>

**Description**  
Tire Size: 195/75R/16  
  
Load Range: D

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Item	<b>22-10--01-03 - Mini Van Tire</b>
Quantity	<b>18 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 18</b>

**Description**  
Tire Size: 225/65R/17

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Item	<b>22-10--01-04 - Ford Ranger Tire</b>
Quantity	<b>8 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 8</b>

**Description**  
Tire Size: 225/70R/15

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Item	<b>22-10--01-05 - Ford 1/2-Ton Truck Tire</b>
Quantity	<b>8 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 8</b>

**Description**  
Tire Size: 235/70R/17

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Item	<b>22-10--01-06 - Dodge 1-Ton Truck Tire</b>
Quantity	<b>8 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 8</b>

**Description**  
Tire Size: 235/80R/17

Load Range: E

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Item	<b>22-10--01-07 - EZ Rider Bus Tire</b>
Quantity	<b>18 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 18</b>

**Description**  
Tire Size: 275/70R/22.5

Load Range: J

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Item	<b>22-10--01-08 - Gillig Bus Tire</b>
Quantity	<b>40 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 40</b>

**Description**  
Tire Size: 305/85R/22.5

Load Range: J

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Item	<b>22-10--01-09 - 2020 Ford Transit Tire</b>
Quantity	<b>76 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane

Denton TX 76205

**Qty** 76**Description**

Tire Size: 205/75R16C

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**Item** 22-10--01-10 - 2017 Ford F-250 Tire**Quantity** 8 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty** 8**Description**

Tire Size: 245/75R17

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**Item** 22-10--01-11 - 2009 Ford Explorer Tire**Quantity** 8 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty** 8**Description**

Tire Size: 235/70R16

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**Item** 22-10--01-12 - 2009 Ford F-150 Tire**Quantity** 8 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty** 8**Description**

Tire Size: 235/65R17

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**Item** 22-10--01-13 - Wheel Refurbishing**Quantity** 286 each**Unit Price** **Delivery Location** Denton County Transportation AuthorityDCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty** 286

**Description**  
Service

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Item	<b>22-10--01-14 - Valve Stem Replacement</b>
Quantity	<b>124 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 124</b>

**Description**  
Service

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Item	<b>22-10--01-15 - Air Valve Core Replacement</b>
Quantity	<b>124 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 124</b>

**Description**  
Service

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Item	<b>22-10--01-16 - Valve Stem Replacement with TPMS Sensor for Ford Focus</b>
Quantity	<b>10 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 10</b>

**Description**  
Service

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Item	<b>22-10--01-17 - Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit</b>
Quantity	<b>76 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 76</b>

**Description**  
Service



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Item	<b>22-10--01-18 - Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit</b>
Quantity	<b>76 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>Denton County Transportation Authority</b> <u>DCTA - Bus Operations &amp; Maintenance</u> 1101 Teasley Lane Denton TX 76205 <b>Qty 76</b>
<b>Description</b> Service	



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Bids (RFB) 22-10		
<b>TITLE</b>	Tires & Related Services for Transit Vehicles		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	N/A	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
<b>QUESTIONS DUE</b>	April 19, 2022 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	April 22, 2022 by 5:00 pm CST
<b>DUE DATE/TIME</b>	May 5, 2022 at 1:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	<b>Allye Potter</b> <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p><b>Bid packages received after the due time and date shall not be considered and will be returned unopened.</b> All bids shall be submitted in a sealed package with the company name and RFB number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids 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. 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> <p>Bids shall be submitted to Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a> or delivered to 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057. A Public Bid Opening will be held May 5, 2022 at 1:15 p.m. CST at 1955 Lakeway, Suite 250, Lewisville or virtually at: <a href="https://teams.microsoft.com/join/19%3ameeting_ZihjZmNjYjctMG13Yi00MDMzLWlwYmYtN2ZhYzE5NWVM3NzMx%40thread.v2/0?context=%7b%22id%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d">https://teams.microsoft.com/join/19%3ameeting_ZihjZmNjYjctMG13Yi00MDMzLWlwYmYtN2ZhYzE5NWVM3NzMx%40thread.v2/0?context=%7b%22id%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d</a></p>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no      DBE goal 0%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no      Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

**SECTION I: GENERAL PROCUREMENT INFORMATION****1. OVERVIEW**

Denton County Transportation Authority (DCTA) is accepting bids for new vehicle tires for transit and truck vehicles, as well as wheel refurbishing, tire pressure monitoring systems (TPMS) sensor installation, 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 tires in accordance with the specifications set herein.

**2. PROCUREMENT SCHEDULE**

Dates and times are subject to change; any changes will be issued by addenda.

DATE	TIME	EVENT
04/08/2022	5:00pm CST	Request for Bids Released
04/19/2022	5:00pm CST	Questions Due from Vendors
04/22/2022	5:00pm CST	Answers to Questions Released
05/05/2022	1:00pm CST	Bids Due
05/05/2022	1:15pm CST	A Public Bid Opening will be held at 1955 Lakeway, Suite 250, Lewisville or virtually at: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjhjZmNjYjctMGI3Yi00MDMzLWIwYmYtN2ZhYzE5NWM3NzMx%40thre.ad.v2/0?context=%7b%22Tid%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22Oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjhjZmNjYjctMGI3Yi00MDMzLWIwYmYtN2ZhYzE5NWM3NzMx%40thre.ad.v2/0?context=%7b%22Tid%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22Oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d</a>
06/23/2022	To Be Determined	Award of Contract
8/1/2022	To Be Determined	Notice to Proceed will be issued upon execution of contract documents

**3. QUESTIONS AND 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. All questions and requests for clarifications shall be directed to:

BidSync at [www.bidsync.com](http://www.bidsync.com) (preferred) or [Procurement@dcta.net](mailto:Procurement@dcta.net)

#### **4. RECEIPT OF BID**

Prior to the time and date indicated above, all Bid Packages shall be electronically delivered to the Procurement Department via BidSync. Bid packages received after the due time and date shall not be considered and will be returned unopened.

**Bids shall be delivered to:**

DCTA Procurement Department  
Attn: RFB# 22-10 Tires & Related Services for Transit Vehicles  
1955 Lakeway Dr. STE 260  
Lewisville, TX 75057

Bids must have the company name and RFB number clearly marked within the email.

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 and are required to be signed and submitted as attachments along with the proposal documents.

#### **5. ACCEPTANCE PERIOD**

Bids shall remain valid for a period of ninety (90) calendar days from the date of submission. If a Best and Final Offer is requested of the Offeror/Bidder, the Bid shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

#### **6. LATE BIDS**

Any bid received after the date and time specified shall be considered late and will not be considered in the award of contract. Late bids will be returned unopened.

#### **7. 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.

#### **8. 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.

## **9. BOARD APPROVAL**

Approval by the DCTA's Board of Directors is required on this contract. Award is anticipated at the June 2022 meeting.

## **10. 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.

## **11. EVALUATION OF AWARD AND CONTRACT**

The Owner reserves the right to reject any and all bids, to 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.

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.

If contract is to be awarded, it will be awarded to the best qualified Bidder whose evaluation by the Owner indicates to the Owner that the award 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 vendors.

## **SECTION II: SCOPE OF WORK, TERMS AND CONDITIONS**

### **1. CONTRACT**

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

### **2. CONTRACT TERM**

The term of the contract shall be for one (1) year and (2) months commencing August 1, 2022 and ending September 30, 2023.

### **3. BACKGROUND**

DCTA is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73 percent. A special election was then held in September 2003, which provided a dedicated half-cent sales tax to fund DCTA by the cities of Denton, Highland Village, and Lewisville. The DCTA Board of Directors is governed by a five voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. To learn more about how DCTA is shaping the future of North Texas, visit [RideDCTA.net](https://RideDCTA.net).

### **4. PRICE ADJUSTMENTS**

Any price change requests for the renewal periods must be submitted in writing sixty (60) days prior to the expiration of the current term. Requests for price adjustments are the responsibility of the bidder. In the event DCTA does not receive the price adjustment requests sixty (60) days prior to the expiration date all pricing shall remain during the next term.

### **5. PRODUCTS AND SCOPE OF SERVICES:**

Denton County Transportation Authority (DCTA) is accepting bids for new vehicle tires for transit and truck vehicles, as well as wheel refurbishing, tire pressure monitoring systems (TPMS) sensor installation, mounting, balancing, and other tire services in accordance with the specifications set forth herein.



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.

## 5.1 Specifications & Deliverables

### 5.1.1 Tire Size

- 5.1.1.1 Quantities are listed herein 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		10
2018 Ford Transit van	195/75R/16	D	76
Mini vans	225/65R/17		18
Ford Ranger	225/70R/15		8
Ford ½-ton truck	235/70R/17		8
Dodge 1-ton truck	235/80R/17	E	8
EZ Rider bus	275/70R/22.5	J	18
Gillig bus	305/85R/22.5	J	40
2020 Ford Transit Tires	205/75R16C		76
2017 Ford F-250	245/75R17		8
2009 Ford Explorer	235/70R16		8
2009 Ford F-150	235/65R17		8
Wheel Refurbishing			286
Valve Stem Replacement			124
Air Valve Core Replacement			124
Valve Stem Replacement with TPMS Sensor for Ford Focus			10
Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit			76
Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit			76

- 5.1.1.2 All tires shall be new and unused.
- 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.

5.1.2 Services

- 5.1.2.1 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 5.1.4., below).
- 5.1.2.2 Bidder is to provide location information (city/state) of where mounting services will be provided.
- 5.1.2.3 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.
- 5.1.2.4 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.
- 5.1.2.5 Refurbishing of Steel and Aluminum Wheels: Refurbishing steel and aluminum wheels to like new condition. Polish wheel and remove any corrosion, rust, or paint if necessary.
- 5.1.2.6 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. If the wheel requires a TPMS sensor, that shall be included.
- 5.1.2.7 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.
- 5.1.2.8 Vendor shall provide documentation of proper tire disposal in accordance with U.S. Environmental Protection Agency (EPA) standards and regulations.
- 5.1.2.9 Services will be ordered on an as-needed basis.

5.1.3 Discontinued Products

- 5.1.3.1 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.

5.1.4 Delivery & Disposal

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

Should the awarded vendor(s) fail to adhere to this delivery schedule, DCTA reserves the right to procure the goods and services solicited herein from the next lowest bidder to ensure continuity of services.

- 5.1.4.2 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**

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

- 5.1.4.4 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, Waste Minimalization & Recycling.

5.1.5 Ordering

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

- 5.1.5.2 DCTA is solely responsible for the issuance of its own purchase orders.

5.1.6 Invoicing

5.1.6.1 Fees and/or other charges shall be listed as separate line item(s) on each invoice.

5.1.6.2 DCTA Invoices are to be sent electronically to:

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

5.1.7 Optional Services

5.1.7.1 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.

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

**6. FREIGHT / DELIVERY CHARGES**

6.1 Shall be included in the bid price. No additional fees for delivery or freight shall be paid by DCTA.

6.2 Shipping terms shall be Free on Board (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**

When requested, samples/demos shall be furnished to DCTA at no expense.

**8. DESCRIPTIVE LITERATURE**

If bidding and equal, bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Request for Bid may result in rejection of the bid or that part of the bid.

**9. TECHNICAL INFORMATION**

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

**10. PRICING/FEES**

- 10.1 Contract shall be a firm fixed-price contract.
- 10.2 Freight charges shall be included in bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted.
- 10.3 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.

**11. ATTACHMENTS AND EXHIBITS**

- Bid Form (For Mailed or Hand-Delivered Submissions Only)
- Bidder's Questionnaire
- DBE Good Faith Effort
- DBE Commitment Agreement Form 4906
- Certification of Debarment & Suspension
- Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Buy America Certification
- Certification & Restrictions on Lobbying
- Prohibition of Boycott Energy Companies
- Prohibition of Contracts with Companies Boycotting Israel
- Prohibition of Boycott of Firearm Entity or Firearm Trade Association

### **SECTION III: 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**

DCTA reserves the right to reject any and all bids, to waive any and all informalities except for the time of submission of the Bid and to negotiate contract terms with the Successful Bidder. DCTA also reserves the right to reject all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, DCTA reserves the right to reject the Bid of any Bidder if DCTA 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 DCTA. 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, DCTA 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 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.

DCTA 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:

DCTA 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 DCTA reserves the right to reject any and all bids from persons or organizations with whom DCTA has previously experienced problems including but not limited to issues relating to performance, workmanship, and disputes or litigation.

DCTA 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 DCTA's satisfaction within the prescribed time.

If contract is to be awarded, it will be awarded to the best qualified Bidder 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 Bidders.

The Manager of Contracts and Procurement 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 committee's recommendation the DCTA Board of Directors will authorize the DCTA President to enter into a contract with the selected bidder.

### **3. ADDENDUM**

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

### **4. PROOF OF INSURABILITY**

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

### **5. CONFIDENTIALITY**

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

### **6. TAXES**

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



## **7. INDEMNIFICATION**

**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 for the services rendered shall be emailed to the following e-mail address:

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

## **9. ASSIGNMENT**

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

## **10. VENUE**

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

## **11. INDEPENDENT CONTRACTOR**

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

## **12. TERMINATION / DISPUTE RESOLUTION**

### **Termination for Convenience of DCTA**

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

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

### **Termination for Default**

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

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

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

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

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

### **Termination of Force Majeure**

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

### **Disputes**

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

## **13. PROTEST PROCEDURES**

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

## **14. ADMINISTRATIVE REMEDIES**

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

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

accordance with its Procurement Policy and Procedures Manual maintained in DCTA's offices in Lewisville, TX.

## **15. OPEN RECORDS**

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

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

## **16. CONTRACT**

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

## **17. PROHIBITION OF BOYCOTT ISREAL**

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

## **18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES**

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

## **19. PROHIBITION OF BOYCOTT ENERGY COMPANIES**

Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity;

and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**20. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.**

Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

## **25. 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.

## **26. 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.

## **27. INSPECTION OF WORK**

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

## **28. 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.

## **29. 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.



### **30. 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.

### **31. MAINTENANCE OF RECORDS**

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

### **32. 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.

### **33. 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.

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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, subcontracts and sub-recipients.

### **40. 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.

### **41. 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>

#### **42. 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

#### **43. 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.

#### **44. 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.

#### **45. 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.

#### **46. 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.

#### **47. 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.

## SECTION IV: INSURANCE REQUIREMENTS

**July 2021 revision**

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

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

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 name DCTA, its directors and employees as additional insured regarding Bidder's operations in performance of this Contract.

### **RAIL LIABILITY INSURANCE:**

Required if the contractor will be working in the foul zone of the rail line. Consult with insurance broker to include the appropriate insurance requirements.

### **WAIVER OF SUBROGATION:**

The Workers' Compensation and Employers' Liability policies shall 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. For policies dedicated to a specific project or with a separate aggregate limit for a specific project, 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. 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.

Certificate Holder

Denton County Transportation Authority

PO Box 96

Lewisville TX 75067

**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.



## 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.

1. **Acceptance.** Your acceptance of this purchase order (PO) including shipping, sending, delivering the articles, or performing the services, must be without qualifications. DCTA objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by DCTA. Seller's action in (a) accepting the order; (b) delivering materials; or (c) performing services called for hereunder shall constitute acceptance of the terms and conditions below and on this order.
2. **Changes/Quantities.** No changes may be made in this order without written authorization of DCTA. Ship exact quantities ordered except in instances where this is impractical such as material in bulk, uneven lengths, etc. in which case nearest amount available and not exceeding specified quantity is acceptable.
3. **Delivery.** Time and delivery and/or performance of the services therein, are of the essence. Deliveries will be accepted only during normal business hours on normal working days (8 a.m.-5 p.m. Central Time, Monday – Friday). Unless otherwise indicated, items received must be new and in first class condition. All services performed shall conform to the quality and workmanship of the accepted standards in the industry. Seller's failure to deliver to DCTA at time and rate specified shall be the basis for rejection and default termination by DCTA.
4. **Packaging and Shipping.** Articles shall be suitably packed for delivery to prevent damage in transit, to comply with carrier requirements and to secure the lowest transportation and insurance rates. Each container must be marked with applicable PO number and be accompanied by a packing slip. All materials and services shall be subject to DCTA approval.
5. **Risk of Loss.** Risk of loss, damage or destruction of the materials covered by this order shall be borne by the Seller until delivery in good condition of conforming products at the F.O.B. point designated on this order. Any rejected goods shall be at the Seller's risk until returned to Seller, at Seller's expense, or otherwise disposed of as Seller shall reasonably request.
6. **Commercial Warranty.** The Seller shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
7. **Invoices and Payment.** Invoices shall be emailed to [accountspayable@dcta.net](mailto:accountspayable@dcta.net) and must contain the following information: date; PO number; item number; PO description of supplies or services; sizes/quantities; unit prices; and extended totals. Invoices will be paid 30 days from receipt of the invoice or 30 days from receipt and acceptance of the goods/services, whichever is later. Payment will be made in accordance with Vernon's Texas Codes Annotated, Government Code, Title 10, Subtitle F, Chapter 2251. Vendor is required to pay subcontractors within ten (10) days of receipt of payment by DCTA.
8. **Termination for Convenience.** 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 Vendor. Upon termination under this provision, Vendor 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, Vendor shall submit an itemized invoice for all un-reimbursed Contract work completed before termination and all Contract close-out costs actually incurred by Vendor. DCTA shall not be liable for any costs invoiced later than thirty (30) days after termination notice. Vendor 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 Vendor 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 Vendor, 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 Vendor and its sureties shall be liable for any damage to DCTA resulting from the Vendor'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 Vendor's right to proceed with the work is terminated. This liability includes any increased costs incurred by DCTA in completing the work.

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

The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Vendor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another Vendor 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 Vendor and the subcontractors or suppliers; and

The Vendor, 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.

The Vendor 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 Vendor's right to proceed, it is determined that the Vendor 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.

9. Default. In case of default of the seller, DCTA may procure the articles or services from other sources and charge the seller as liquidated damages any excess cost or damages thereby.
10. **Indemnification.** Seller will defend, indemnify and hold harmless DCTA and the members of the Board of Directors, officers, employees and agents from and against all liabilities, damages, losses, claims, fines and judgments, including all costs and expenses incidental thereto which may be charged to or incurred by DCTA or any of the members of the Board of Directors, officers, employees or agents by reason of any loss, damage or injury related in any way to this PO or arising out of or in connection with any goods, articles or services covered by this PO, unless resulting solely from DCTA's gross negligence or willful misconduct.
11. **Taxes.** DCTA is exempt from Texas state and local sales and uses taxes, and any such taxes included on any invoice or voucher received by DCTA shall be deducted from the amount of the invoice or voucher for purposes of payment. DCTA reserves the right to require a corrected invoice.
12. **Assignment.** The Seller shall not sell, assign transfer or convey this order without the written consent of DCTA.
13. **Governing Law.** The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Venue for any action shall lie in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. If any provision of the PO is found to be invalid or unenforceable, the remaining provisions shall not be impaired.
14. **Interest of Public Officials.** The Seller represents and warrants that no members of the Board of Directors, officers, employees or agents of DCTA, nor any member of any of their immediate families, is or will be interested or benefited directly or indirectly in this Order. The Seller further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any Board of Directors member, officer, employee, or agent with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this contract/purchase order. For breach of any representation or warranty in this clause, DCTA, shall have the right to annul this Purchase Order without liability and/or have recourse to any other remedy it may have at law.
15. **Prohibition of Boycott of 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.
16. **Prohibition of Boycott Energy Companies.** Company verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.
17. **Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.** Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.
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. **Federally Funded procurements.** If this procurement is made in whole or in part with Federal Funds, the applicable requirements of the governing regulations are incorporated by reference for work done under this purchase order.
20. **Non-discrimination.** The vendor, 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.



## 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.



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**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."

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 DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

## **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

(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) (Fly America 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.

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.

## **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **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;



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

Denton County  
Transportation Authority

Bid 22-10

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.



## 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 – LLL, “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: \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement 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 Governmentwide Debarment and Suspension (Nonprocurement)," 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 TrAMS platform 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.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform 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: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

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 \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**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 \_\_\_\_\_

<b>BID FORM: 22-10 TIRES &amp; RELATED SERVICES FOR TRANSIT VEHICLES</b>				
<b><u>Vendor Name:</u></b>				
ITEM	DESCRIPTION	EST. ANNUAL QUANTITY	PRICE PER EACH	EXTENDED PRICE
1	Ford Focus	10		\$0.00
2	2018 Ford Transit van	76		\$0.00
3	Mini vans	18		\$0.00
4	Ford Ranger	8		\$0.00
5	Ford ½-ton truck	8		\$0.00
6	Dodge 1-ton truck	8		\$0.00
7	EZ Rider bus	18		\$0.00
8	Gillig bus	40		\$0.00
9	2020 Ford Transit Tires	76		\$0.00
10	2017 Ford F-250	8		\$0.00
11	2009 Ford Explorer	8		\$0.00
12	2009 Ford F-150	8		\$0.00
13	Wheel Refurbishing	286		\$0.00
14	Valve Stem Replacement	124		\$0.00
15	Air Valve Core Replacement	124		\$0.00
16	Valve Stem Replacement with TPMS Sensor for Ford Focus	10		\$0.00
17	Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit	76		\$0.00
18	Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit	76		\$0.00
	Total Bid Price (Aug 1, 2022 - Sept 30, 2023)			\$0.00

## BIDDER'S QUESTIONNAIRE



1. Name of Contractor ("Business", herein)
2. Doing Business As (other business name if applicable)
3. Federal Tax ID Number
4. Business Mailing Address (include City/State/Zip Code)
5. Business Email Address:
6. Business Telephone  Business Fax Number
7. Business Type: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
8. Number of Years in Business
9. Annual Gross Revenue for the past three years (M=Millions) ☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M+
10. Number of Employees ☐ 100 or Less ☐ 101-500 ☐ 501-700 ☐ 751-1,000 ☐ 1,001+
11. Is Business a DBE Firm? ☐ Yes ☐ No
12. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No
13. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐ White/Caucasian ☐ Other
14. Woman Owned? ☐ Yes ☐ No
15. Veteran Owned ☐ Yes ☐ No
16. Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☐ Professional service ☐ General/Technical Service
17. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No
18. Is any litigation pending against the Business? ☐ Yes ☐ No
19. Has the Business ever been declared "Not Responsible" ☐ Yes ☐ No
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No
21. Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☐ No
23. Is the Business in arrears upon a contract or debt?
24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☐ No
25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☐ No
26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name

Title

Signature

Date

Email Address

*(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)*



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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.

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





-  
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

**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 7<sup>th</sup> 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 7<sup>th</sup> 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

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



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

## **Prohibition of Boycott Energy Companies**

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

*Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.*

*Company is defined under Texas Government Code Section 809.001 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.” Section 2274.001 (2) excludes sole proprietorships from the definition of “Company”.*

*The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.*

---

"I,  (Name of certifying official), the  
 (title or position of certifying official) of  
 (name of company), verifies that it does not  
Boycott Energy Companies and agrees that during the term of this Agreement will  
not Boycott Energy Companies as that term is defined in Texas Government Code  
Section 809.001, as amended. This section does not apply if Professional (or  
Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only  
applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees  
and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the  
terms of this Agreement.

Signature of Certifying Official

Title:

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:

## Prohibition Boycott of Firearm Entity or Firearm Trade Association

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

*Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.*

*Company is defined under Section 2274.001 to mean “a for-profit 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 it does not have  
a practice, policy, guidance, or directive that discriminates against a firearm entity or  
firearm trade association; and (ii) will not discriminate during the term of the contract  
against a firearm entity or firearm trade association. This section only applies if: (i)  
Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this  
Agreement has a value of \$100,000.00 or more to be paid under the terms of this  
Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor,  
a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source  
provider; or (iii) to a contract for which none of the bids from a company were able to  
provide the required certification.

Signature of Certifying Official

Title:

Date:



April 19, 2022

**ADDENDUM NO. One (1)**

**RFB # 22-10**

**Tires & Related Services for Transit Vehicles**

**Changes:**

1. Page 8, SOLICITATION OVERVIEW AND ENDORSEMENT; delete and replace with Attachment 1 to provide public bid opening information and virtual meeting link.
  - a. Due date changed from May 4, 2022 at 5:00 P.M. CST **to May 5, 2022 at 1:00 P.M. CST.** Changes attached in red font.
2. Page 9, Section 1.2 PROCUREMENT SCHEDULE; amended to provide public bid opening information and virtual meeting link for **May 5, 2022 at 1:15 P.M CST.** Changes attached in red font.
3. Page 13, Section 2.2 CONTRACT TERM; changed from August 1, 2022 through July 31, 2024 **to one (1) year and (2) months commencing August 1, 2022 and ending September 30, 2023.** Changes attached in red font.
4. Page 18, Section 2.11 ATTACHMENTS & EXHIBITS; amended to specify **“(For Mailed or Hand-Delivered Submissions Only)”**. Changes attached in red font.
5. BID FORM added and uploaded as Bid Form – 22-10 Tires.

**Addendum 1 Attachments:**

- **Attachment 1:** Solicitation Overview and Endorsement form: Delete existing page and replace with the attached updated form.
- **Attachment 2:** Section 1.2 Procurement Schedule changes in red font.
- **Attachment 3:** Section 2.2 Contract Term changes in red font.
- **Attachment 4:** Bid Form

***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.***

Allye Potter  
Procurement Specialist

Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm/Representative



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Bids (RFB) 22-10		
<b>TITLE</b>	Tires & Related Services for Transit Vehicles		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE BID/PROPOSAL MEETING DATE</b>	N/A	<b>PRE BID/PROPOSAL MEETING LOCATION</b>	1955 Lakeway Drive, Suite 260, Lewisville, TX 75057
<b>QUESTIONS DUE</b>	April 19, 2022 by 5:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	April 22, 2022 by 5:00 pm CST
<b>DUE DATE/TIME</b>	<b>May 5, 2022 at 1:00 pm CST</b>		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted and no verbal replies will be provided. Bidders/Proposers must submit requests for changes to or approval of equals, clarifications and modifications of the specifications in writing. The solicitation documents can only be modified in writing. Procurement must receive the requests no later than the date indicated above. Procurement will issue a response to those requests to all bidders/proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	<b>Allye Potter</b> <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p><b>Bid packages received after the due time and date shall not be considered and will be returned unopened.</b> All bids shall be submitted in a sealed package with the company name and RFB number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Bids 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. 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> <p>Bids shall be submitted to Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a> or delivered to 1955 Lakeway Drive, Suite 260, Lewisville, TX 75057. A Public Bid Opening will be held May 5, 2022 at 1:15 p.m. CST at 1955 Lakeway, Suite 250, Lewisville or virtually at: <a href="https://teams.microsoft.com/join/19%3ameeting_ZihjZmNjYjctMGI3Yi00MDMzLWlwYmYtN2ZhYzE5NWVM3NzIx%40thread.v2/0?context=%7b%22id%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d">https://teams.microsoft.com/join/19%3ameeting_ZihjZmNjYjctMGI3Yi00MDMzLWlwYmYtN2ZhYzE5NWVM3NzIx%40thread.v2/0?context=%7b%22id%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d</a></p>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal 0%		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

**SECTION I: GENERAL PROCUREMENT INFORMATION****1. OVERVIEW**

Denton County Transportation Authority (DCTA) is accepting bids for new vehicle tires for transit and truck vehicles, as well as wheel refurbishing, tire pressure monitoring systems (TPMS) sensor installation, 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 tires in accordance with the specifications set herein.

**2. PROCUREMENT SCHEDULE**

Dates and times are subject to change; any changes will be issued by addenda.

DATE	TIME	EVENT
04/08/2022	5:00pm CST	Request for Bids Released
04/19/2022	5:00pm CST	Questions Due from Vendors
04/22/2022	5:00pm CST	Answers to Questions Released
05/05/2022	1:00pm CST	Bids Due
05/05/2022	1:15pm CST	A Public Bid Opening will be held at 1955 Lakeway, Suite 250, Lewisville or virtually at: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjhjZmNjYjctMGI3Yi00MDMzLWIwYmYtN2ZhYzE5NWM3NzMx%40thre%20ad.v2/0?context=%7b%22Tid%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22Oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjhjZmNjYjctMGI3Yi00MDMzLWIwYmYtN2ZhYzE5NWM3NzMx%40thre%20ad.v2/0?context=%7b%22Tid%22%3a%226bf574ac-9f99-41f8-8464-911a50cc9e8c%22%2c%22Oid%22%3a%22b0d1d94d-1bc8-4a4b-858e-0c3b269adcf2%22%7d</a>
06/23/2022	To Be Determined	Award of Contract
8/1/2022	To Be Determined	Notice to Proceed will be issued upon execution of contract documents

**3. QUESTIONS AND 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. All questions and requests for clarifications shall be directed to:

BidSync at [www.bidsync.com](http://www.bidsync.com) (preferred) or [Procurement@dcta.net](mailto:Procurement@dcta.net)

## **SECTION II: SCOPE OF WORK, TERMS AND CONDITIONS**

### **1. CONTRACT**

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

### **2. CONTRACT TERM**

The term of the contract shall be for one (1) year and (2) months commencing August 1, 2022 and ending September 30, 2023.

### **3. BACKGROUND**

DCTA is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73 percent. A special election was then held in September 2003, which provided a dedicated half-cent sales tax to fund DCTA by the cities of Denton, Highland Village, and Lewisville. The DCTA Board of Directors is governed by a five voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. To learn more about how DCTA is shaping the future of North Texas, visit [RideDCTA.net](http://RideDCTA.net).

### **4. PRICE ADJUSTMENTS**

Any price change requests for the renewal periods must be submitted in writing sixty (60) days prior to the expiration of the current term. Requests for price adjustments are the responsibility of the bidder. In the event DCTA does not receive the price adjustment requests sixty (60) days prior to the expiration date all pricing shall remain during the next term.

### **5. PRODUCTS AND SCOPE OF SERVICES:**

Denton County Transportation Authority (DCTA) is accepting bids for new vehicle tires for transit and truck vehicles, as well as wheel refurbishing, tire pressure monitoring systems (TPMS) sensor installation, mounting, balancing, and other tire services in accordance with the specifications set forth herein.



## 9. TECHNICAL INFORMATION

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

## 10. PRICING/FEES

10.1 Contract shall be a firm fixed-price contract.

10.2 Freight charges shall be included in bid price. Any additional fees for freight, handling, delivery, and/or shipping will not be accepted.

10.3 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.

## 11. ATTACHMENTS AND EXHIBITS

- Bid Form (For Mailed or Hand-Delivered Submissions Only)
- Bidder's Questionnaire
- DBE Good Faith Effort
- DBE Commitment Agreement Form 4906
- Certification of Debarment & Suspension
- Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Buy America Certification
- Certification & Restrictions on Lobbying
- Prohibition of Boycott Energy Companies
- Prohibition of Contracts with Companies Boycotting Israel
- Prohibition of Boycott of Firearm Entity or Firearm Trade Association

BID FORM: 22-10 TIRES & RELATED SERVICES FOR TRANSIT VEHICLES				
Vendor Name:				
ITEM	DESCRIPTION	EST. ANNUAL QUANTITY	PRICE PER EACH	EXTENDED PRICE
1	Ford Focus	10		\$0.00
2	2018 Ford Transit van	76		\$0.00
3	Mini vans	18		\$0.00
4	Ford Ranger	8		\$0.00
5	Ford ½-ton truck	8		\$0.00
6	Dodge 1-ton truck	8		\$0.00
7	EZ Rider bus	18		\$0.00
8	Gillig bus	40		\$0.00
9	2020 Ford Transit Tires	76		\$0.00
10	2017 Ford F-250	8		\$0.00
11	2009 Ford Explorer	8		\$0.00
12	2009 Ford F-150	8		\$0.00
13	Wheel Refurbishing	286		\$0.00
14	Valve Stem Replacement	124		\$0.00
15	Air Valve Core Replacement	124		\$0.00
16	Valve Stem Replacement with TPMS Sensor for Ford Focus	10		\$0.00
17	Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit	76		\$0.00
18	Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit	76		\$0.00
	Total Bid Price (Aug 1, 2022 - Sept 30, 2023)			\$0.00

## Question and Answers for Bid #22-10 - Tires & Related Services for Transit Vehicles

### Overall Bid Questions

There are no questions associated with this bid.

**Bid 22-10**  
**Tires & Related Services for Transit Vehicles**

Bid Number **22-10**  
Bid Title **Tires & Related Services for Transit Vehicles**  
Expected Expenditure **\$90,n8.78(This price is expected - not guaranteed)**

Bid Start Date **Apr 8, 2022 4:08:51 PM CDT**  
Bid End Date **May 4, 2022 5:00:00 PM CDT**  
Question & Answer  
End Date **Apr 19, 2022 5:00:00 PM CDT**

Bid Contact **Allie Potter**  
**Procurement Specialist**  
**Procurement**  
**972-316-6105**  
**apotter@dcta.net**

Contract Duration **1 year**  
Contract Renewal **1 annual renewal**  
Prices Good for **90days**

Bid Comments **Denton County Transportation Authority (OCTA) is accepting bids for new vehicle tires for transit and truck vehicles, as well as wheel refurbishing, tire pressure monitoring systems (TPMS) sensor installation, mounting, balancing, and other tire services in accordance with the specifications set forth herein. OCTA intends to enter into an agreement with qualified Bidder(s) to provide new tires in accordance with the specifications set herein.**

**Item Response Form**

Item **22-10-01-01- Ford Focus Tire**  
Quantity **10 each**  
Unit Price **\$ 71.91**  
Delivery Location **Denton County Transportation Authority**  
**DCTA - Bus Operations & Maintenance**  
**1101 Teasley Lane**  
**Denton TX 76205**  
**Qty10**

**Description**  
Tire Size: 195/65R/15 Goodyear S L Assurance All-Season Pro code 407477374

---

Item **22-10-01-02- 2018 Ford Transit Van Tire**  
Quantity **76each**

Unit Price \$UU9  
Delivery Location **Denton County Transportation Authority**  
OCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty76**

**Description**

Tire Size: 195/75R/16 Goodyear Wrl Fortitude HT LT pro code 179196622

Load Range: D

---

Item **22-10-01-03 - Mini Van Tire**  
Quantity **1Beach**  
Unit Price \$ 72.43  
Delivery Location **Denton County Transportation Authority**  
DCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty18**

**Description**

Tire Size: 225/65R/17 Goodyear L Assurance All-Season Pro code 407285374

---

Item **22-10-01-04 - Ford Ranger Tire**  
Quantity **Beach**  
Unit Price \$ 112.69  
Delivery Location **Denton County Transportation Authority**  
DCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty8**

**Description**

Tire Size: 225/70R/15 Goodyear WRL SR-A OWL TL Pro code 183482418

---

Item **22-10-01-05- Ford 1/2-Ton Truck Tire**  
Quantity **Beach**  
Unit Price \$ 144.21  
Delivery Location **Denton County Transportation Authority**  
OCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty8**

**Description**

Tire Size: 235/70R/17 Goodyear WRL Fortitude HT BSL Pro code 157089622

---

Item **22-10-01-06- Dodge 1-Ton Truck Tire**  
Quantity **Beach**

Unit Price \$ 172.25

Delivery Location **Denton County Transportation Authority**  
DCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty8**

**Description**  
Tire Size: 235/80R/17 Goodyear WRL AT Adventure BSL Pro code 748635572

Load Range: E

---

Item **22-10-01-07 - EZ Rider Bus Tire**

Quantity **18 each**

Unit Price \$ 457.53

Delivery Location **Denton County Transportation Authority**  
DCTA- Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty18**

**Description**  
Tire Size: 275/70R/22.5 Goodyear Endurance RSA TL Pro code 756158674

Load Range: J

---

Item **22-10-01-08- Gillig Bus Tire**

Quantity **40each**

Unit Price \$ 670.96

Delivery Location **Denton County Transportation Authority**  
DCTA- Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty40**

**Description**  
Tire Size: 305/85R/22.5 Goodyear J MM G652 TL pro code 158877627

Load Range: J

---

Item **22-10-01-09- 2020 Ford Transit Tire**

Quantity **76 each**

Unit Price no bid

Delivery Location **Denton County Transportation Authority**  
DCTA • Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty76**

**Description**  
Tire Size: 205/75R16C

---

Item **22-10-01-10- 2017 Ford F-250 Tire**  
Quantity **Beach**  
Unit Price \$ 159.04  
Delivery Location **Denton County Transportation Authority**  
OCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
Qty8  
**Description**  
Tire Size: 245/75R17 Goodyear WRL Workhorse AT BSL Pro code 481104855

---

Item **22-10-01-11 -2009 Ford Explorer Tire**  
Quantity **8 each**  
Unit Price \$ 113.36  
Delivery Location **Denton County Transportation Authority**  
DCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
Qty8  
**Description**  
Tire Size: 235/70R16 Goodyear WRL Workhorse AT OWL pro code 480043856

---

Item **22-10-01-12-2009 Ford F-150 Tire**  
Quantity **8 each**  
Unit Price \$ 126.72  
Delivery Location **Denton County Transportation Authority**  
OCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty8**  
**Description**  
Tire Size: 235/65R17 Goodyear WRL Workhorse AT SSL Pro code 480996855

---

Item **22-10-01-13-Wheel Refurbishing**  
Quantity **286each**  
Unit Price \$ 22.50  
Delivery Location **Denton County Transportation Authority**  
OCTA - Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty286**  
**Description**  
Service

---

Item **22-10-01-14- Valve Stem Replacement**  
Quantity **124each**



Unit Price

Delivery Location

**Denton County Transportation Authority**

DCTA- Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty124**

**Description**

Service

Item

**22-10-01-15-AirValve Core Replacement**

Quantity

**124each**

Unit Price

\$ .19

Delivery Location

**Denton County Transportation Authority**

DCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty124**

**Description**

Service

Item

**22-10-01-16- Valve Stem Replacement with TPMS Sensor for Ford Focus**

Quantity

**10each**

Unit Price

\$ 39.59

MASTERCRAFT OE

Delivery Location

**Denton County Transportation Authority**

DCTA- Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty10**

**Description**

Service

Item

**22-10-01-17 -Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit**

Quantity

**76each**

Unit Price

\$ 41.59

MASTERCRAFT FORD OE

Delivery Location

**Denton County Transportation Authority**

DCTA - Bus Operations & Maintenance

1101 Teasley Lane

Denton TX 76205

**Qty76**

**Description**

Service

Item

**22-10-01-18 -Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit**

Quantity

**76each**

Unit Price

\$ 39.94

MASTERCRAFT FORD OE

Delivery Location

**Denton County Transportation Authority**

DCTA- Bus Operations & Maintenance  
1101 Teasley Lane  
Denton TX 76205  
**Qty76**

**Description  
Service**

<b>BID FORM: 22-10 TIRES &amp; RELATED SERVICES FOR TRANSIT VEHICLES</b>				
<b><u>Vendor Name:</u></b>				
ITEM	DESCRIPTION	EST. ANNUAL QUANTITY	PRICE PER EACH	EXTENDED PRICE
1	Ford Focus	10	\$76.00	\$760.00
2	2018 Ford Transit van	76	\$104.00	\$7,904.00
3	Mini vans	18	\$106.00	\$1,908.00
4	Ford Ranger	8	\$107.00	\$856.00
5	Ford ½-ton truck	8	\$119.00	\$952.00
6	Dodge 1-ton truck	8	\$126.00	\$1,008.00
7	EZ Rider bus	18	\$331.00	\$5,958.00
8	Gillig bus- <b>NO BID</b>	40		\$0.00
9	2020 Ford Transit Tires	76	\$148.00	\$11,248.00
10	2017 Ford F-250	8	\$160.00	\$1,280.00
11	2009 Ford Explorer	8	\$121.00	\$968.00
12	2009 Ford F-150	8	\$119.00	\$952.00
13	Wheel Refurbishing	286	\$35.00	\$10,010.00
14	Valve Stem Replacement	124	\$4.95	\$613.80
15	Air Valve Core Replacement	124	\$1.00	\$124.00
16	Valve Stem Replacement with TPMS Sensor for Ford Focus	10	\$25.00	\$250.00
17	Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit	76	\$25.00	\$1,900.00
18	Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit	76	\$27.50	\$2,090.00
	Total Bid Price (Aug 1, 2022 - Sept 30, 2023)			\$48,781.80

Bid #22-10      Tires & Related Services for Transit Vehicles

Item #	Item	Product Code	Qty
22-10--01-01	Ford Focus Tire		10
22-10--01-02	2018 Ford Transit Van Tire		76
22-10--01-03	Mini Van Tire		18
22-10--01-04	Ford Ranger Tire		8
22-10--01-05	Ford 1/2-Ton Truck Tire		8
22-10--01-06	Dodge 1-Ton Truck Tire		8
22-10--01-07	EZ Rider Bus Tire		18
22-10--01-08	Gillig Bus Tire		40
22-10--01-09	2020 Ford Transit Tire		76
22-10--01-10	2017 Ford F-250 Tire		8
22-10--01-11	2009 Ford Explorer Tire		8
22-10--01-12	2009 Ford F-150 Tire		8
22-10--01-13	Wheel Refurbishing		286
22-10--01-14	Valve Stem Replacement		124
22-10--01-15	Air Valve Core Replacement		124
22-10--01-16	Valve Stem Replacement with TPMS Sensor for Ford Focus		10
22-10--01-17	Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit		76
22-10--01-18	Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit		76

Unit	Southern Tire Mart LLC				The Goodyear Tire
	Prod Code	Price	Total	Notes	
each	1400	76	760	FIRESTONE PASSENGER FRHWK AS	
each	4602510000	104	7904	General Grabber HD 8PR	
each	13343	106	1908	FIRESTONE PASSENGER ALL SEASON	
each	5345	107	856	FIRESTONE PASSENGER DESTLE3	
each	5362	119	952	FIRESTONE PASSENGER DESTLE3	
each	2766	126	1008	FIRESTONE LIGHT TRUCK TRANSFORCE HT2	
each	248545	331	5958	FIRESTONE MEDIUM TRUCK TRANS561	
each					
each	4733290000	148	11248	Continental VancoFourSeason 8PR	
each	3490	160	1280	FIRESTONE LIGHT TRUCK TRAN HT	
each	3024	121	968	FIRESTONE PASSENGER ALL SEASON	
each	3034	119	952	FIRESTONE PASSENGER ALL SEASON	
each		35	10010		
each		4.95	613.8		
each		1	124		
each		25	250		
each		25	1900		
each		27.5	2090		

**Te & Rubber Company**

<b>Price</b>	<b>Total</b>	<b>Notes</b>
71.91	719.1	
123.29	9370.04	
72.43	1303.74	
112.69	901.52	
144.21	1153.68	
172.25	1378	
457.53	8235.54	
670.96	26838.4	
159.04	1272.32	
113.36	906.88	
126.72	1013.76	
22.5	6435	
0.19	23.56	
39.59	395.9	
41.59	3160.84	
39.94	3035.44	

**Qualifications**

Southern Tire Mart LLC

The Goodyear Tire & Rubber Company



				Southern Tire Mart LLC	The Goodyear Tire & Rubber Company	
Item #	Item	Qty	Unit	Price	Price	Final Total
22-10-01-01	Ford Focus Tire	10	each	\$76.00	\$71.91	\$760.00
22-10-01-02	2018 Ford Transit Van Tire	76	each	\$104.00	\$123.29	\$7,904.00
22-10-01-03	Mini Van Tire	18	each	\$106.00	\$72.43	\$1,303.74
22-10-01-04	Ford Ranger Tire	8	each	\$107.00	\$112.69	\$856.00
22-10-01-05	Ford 1/2-Ton Truck Tire	8	each	\$119.00	\$144.21	\$952.00
22-10-01-06	Dodge 1-Ton Truck Tire	8	each	\$126.00	\$172.25	\$1,008.00
22-10-01-07	EZ Rider Bus Tire	18	each	\$331.00	\$457.53	\$5,958.00
22-10-01-08	Gillig Bus Tire	40	each	<i>no bid</i>	\$670.96	\$26,838.40
22-10-01-09	2020 Ford Transit Tire	76	each	\$148.00	<i>no bid</i>	\$11,248.00
22-10-01-10	2017 Ford F-250 Tire	8	each	\$160.00	\$159.04	\$1,272.32
22-10-01-11	2009 Ford Explorer Tire	8	each	\$121.00	\$113.36	\$906.88
22-10-01-12	2009 Ford F-150 Tire	8	each	\$119.00	\$126.72	\$952.00
22-10-01-13	Wheel Refurbishing	286	each	\$35.00	\$22.50	\$6,435.00
22-10-01-14	Valve Stem Replacement	124	each	\$4.95	<i>no bid</i>	\$613.80
22-10-01-15	Air Valve Core Replacement	124	each	\$1.00	\$0.19	\$23.56
22-10-01-16	Valve Stem Replacement with TPMS Sensor for Ford Focus	10	each	\$25.00	\$39.59	\$250.00
22-10-01-17	Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit	76	each	\$25.00	\$41.59	\$1,900.00
22-10-01-18	Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit	76	each	\$27.50	\$39.94	\$2,090.00

\$33,731.80    \$37,499.00

awarded to match TPMS - see evaluation to the right.

**\$71,271.70** Total estimated award

Tire		TPMS		Southern Tire Mart LLC	The Goodyear Tire & Rubber Company
22-10-01-01	Ford Focus Tire	22-10-01-16	Valve Stem Replacement with TPMS Sensor for Ford Focus	\$101.00	\$111.50
22-10-01-02	2018 Ford Transit Van Tire	22-10-01-17	Valve Stem Replacement with TPMS Sensor for 2018 Ford Transit	\$129.00	\$164.88
22-10-01-09	2020 Ford Transit Tire	22-10-01-18	Valve Stem Replacement with TPMS Sensor for 2020 Ford Transit	\$175.50	no tire bid



## Board of Directors Regular Board Meeting Minutes May 26, 2022 | 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 Chair Cesar Molina presiding on May 26, 2022, at 10:00am located at the DCTA Administrative Offices.

### Voting Members

Chair Cesar Molina, Denton County  
Vice-Chair TJ Gilmore, City of Lewisville  
Secretary Dianne Costa, City of Highland Village  
Board Member Andy Eads, Denton County  
Board Member Alison Maguire, City of Denton

### Alternates

Board Member Jody Gonzalez, Denton County  
Board Member Kristin Green, City of Lewisville  
Board Member Pat Smith, City of Denton  
Board Member Paul Stevens, City of Highland Village

### 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 Jeremie Maurina, City of The Colony

### Legal Counsel

Joe Gorfida, NJDHS

### INTERIM DCTA CEO

Paul Cristina

### CALL TO ORDER

Chair Molina called the meeting to order at 10:06am. All voting board members, alternates and non-voting members were present in person except for Board Members Pat Smith, Dennie Franklin and Tom Winterburn, who participated virtually.

### INVOCATION

The invocation was led by Secretary Costa.

### PLEDGE OF ALLEGIANCE

The pledge of allegiance to the United States and Texas flags were conducted.

## INTRODUCTIONS

The following individuals were introduced during this meeting:

Jeremie Maurina, Non-Voting Board Member (The Colony)

David Leininger, DCTA Interim CFO

## PUBLIC COMMENT

The following individuals wished to address the DCTA Board of Directors during this time:

Eva Grecco

Cameron Burrell

Kristine Bray

## CONSENT AGENDA

### **1. Consider Approval of Monthly Financial Statements for April 2022**

*Action Item*

Backup Information: Memo

Exhibit 1.1: Monthly Financial Statements – April 2022

Exhibit 1.2: Capital Projects Budget Report – April 2022

### **2. Consider Ratification of an Agreement with MidAmerican Energy to purchase electrical power at a rate of \$0.07611 per kilowatt hour (kWh) over a 60-month contract term**

*Action Item*

Backup Information: Memo

Exhibit 1: Energy Contract – MidAmerican Energy

Exhibit 2: EPA Green Power Partnership Agreement

Exhibit 3: REC Certificate

### **3. Consider Approval of an Extension of Contract with Swiftly Transitime and Insights for Automatic Vehicle Location Software in the amount of \$80,920 for one additional year**

*Action Item*

Backup Information: Memo

### **4. Consider Approval of First Amendment of Post-Closing Lease for the Burns Property located at 655 East Main Street, Lewisville, Texas**

*Action Item*

Backup Information: Memo

### **5. Consider Approval of the Interim Chief Executive Officer (CEO) Employment Agreement**

*Action Item*

Backup Information: Memo

## 6. Consider approval of Regular Meeting Minutes dated April 28, 2022

### *Action Item*

Backup Information: Exhibit 1: April 28, 2022 Minutes

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

## REGULAR AGENDA

### 1. Discuss Mobility Services Update

#### *Discussion Item*

Presenters: Javier Trilla  
AVP of Innovation and Information Technology  
Chris Newport, Accenture LLC

Backup Information: Memo

The following individuals presented a Mobility Services Update:

Javier Trilla, AVP of Innovation and Information Technology

Chris Newport, Accenture

Steven David, Accenture

Ari Luk, Via

Dan Berkowitz, Via

The following was highlighted during the presentations:

#### Dashboard Review – Steven David

- Total Ridership
- Total Ridership by Month
- Ridership by Travel Mode
- Ridership by Month and Fiscal Year
- Ridership by Rolling 13 months – Top 5 Routes

#### Mobility Updates – Other Presenters

- Total Connect and GoZone Ridership (FY20-FY22)
- Ridership and Service Hours by Month
- Utilization by Month (September 2021-April 2022)
- Aggregation (Rider Sharing) by Month (September 2021-April 2022)
- Seat Unavailability
- Estimated Time of Arrival by Month
- GoZone Vehicle Hours by Week
- Increased Supply – Quality Service Improvement
- Driver Background Check and Screening Process
- Driver Safety, Customer Service and Platform Use
- Online Learning Platform
- GoZone Incident History (since launch)

- Service Design Approach
- Single Rider Fare Concept
- Fare Revenue Scenarios
- Hybrid Fare Revenue Scenario
- GoZone Weekly Demand (Highland Village, Lewisville, and Denton)
- Fixed Route Productivity Summary Table
- Mode Cost Analysis Framework: Connect and GoZone
- Connect Operating Cost Allocation – Detail
- Bus Service Features
- Service Design with A-D Scenarios

Board discussion regarding ridership data link (new link will be forwarded to the Board this week), clarification of UNT data, dashboard public availability (it was the consensus of the Board to “turn on” the feature to allow public to view the dashboard), clarification of the number of riders to classify as a “shared ride”, factors that cause increase usage in the Lewisville/Highland Village area, information on the installation of cameras in vehicles (i.e. installation date), exploration of mandatory online learning platform training, uncapped projected revenue clarification, exploration of “surge” pricing, exploration of the GoZone app “nudging” other modes of transportation when demand is high, Lewisville fixed rate (it was the consensus of the Board to have Lewisville the same base fare when decided), pass rates being relative and consistent between modes (Board will consider this option at a later date), ensuring conversations are made with social service agencies, distribution of promotional materials and direct campaigning (i.e. food pantries), definition of “cutaway”, set amount of vehicles kept in Lewisville be included in discussions, operating costs to include fuel, Mobility as a Service clarification, and technology on GoZone.

***This was a discussion item. No Board action required.***

## **2. Marketing and Communications Monthly Update**

### *Discussion Item*

Presenter: Pamela Burns  
Director of Public Involvement and Communications

Backup Information: Memo

Pamela Burns, Director of Public Involvement and Communications, presented the staff report highlighting the following:

- Public Involvement Timeline
- Public Involvement Snapshot (Stakeholder Engagement by Day)
- Survey Responses
- Ridership Comparison
- Business Engagement
- Marketing and Communications Review

The Board made a recommendation for staff to contact the Highland Village Business Association and City of Highland Village.

***This was a discussion item. No Board Action required.***

**3. Discuss Denton County Transportation Authority Chief Executive Officer (CEO) Search**

*Discussion Item*

Presenter: Paul Cristina, Interim CEO

Backup Information: Memo

Paul Cristina, Interim CEO, provided an update on the Chief Executive Officer search highlighting the following timelines:

- April 25 – August 31: CEO Hire Process
- May 9 – June 16: K&A advertise, recruit, screen candidates and provide feedback on interest and candidate engagement.
- June 17: Candidate resumes to Board for review and ranking.
- June 23: Board Meeting/Closed Executive Session with recruiter for “short list”.
- June 27-July 8: Schedule up to five (5), 1-hour long interviews and 1-hour debrief.
- July 23 – July 27: Negotiate employment agreement with selected candidate
- July 28: Board Meeting/Target date for Board to hire.

It was noted that July 11- July 22 was not a good week for the County.

***This was a discussion item. No Board action required.***

**4. Briefing on Denton County Transportation Authority (DCTA) New Member Policy**

*Discussion Item*

Presenter: Brittney Farr

Senior Director of Engagement and Administration

Backup Information: Memo

Brittney Farr, Senior Director of Engagement and Administration, provided a briefing on the DCTA New Member Policy highlighting the following:

- Purpose
- How does the New Member Cities Admission Policy Govern?
- New Member Cities Policy Latest Update – February 23, 2012
- Application for Full Membership - Requirements
- Application for Full Membership - Process
- Application for Full Associate Membership
- Contracting for Limited Transit Services

Board discussion regarding clarification of “Enhanced Voting Privileges”, tax revenue map, options for investment, 15-year claw back, ½ cent sales tax, and other associate memberships.

***It was the consensus of the Board to remove the New Member Cities Policy discussion from the Strategic Planning Work Session.***

**5. Discuss Local and Regional Transportation Updates and Legislative Issues**  
*Discussion Item*

Secretary Costa provided updates from the Regional Transportation Council and Dallas Regional Mobility Coalition. Chair Molina provided updates from the TCNT.

**INFORMATIONAL REPORTS**

1. Monthly Financial Reports
2. Monthly Ridership Reports
3. FY2023 Employee Healthcare Insurance
4. Request for Bid (RFB) 22-10 Automotive Tires & Related Services for Transit Vehicles
5. Contract with Industrial Power Truck & Equipment Under the Interlocal Purchasing System (TIPS) Cooperative Purchasing Agreement

***The Board did not have any questions regarding Information Reports.***

**FUTURE AGENDA ITEMS AND BOARD MEMBER REQUESTS**

- Update on Bus Operations Contract (Trinity Metro)
- North Texas Mobility Corporation (NTMC) RFP

**REPORT ON ITEMS OF COMMUNITY INTEREST**

Vice-Chair Gilmore thanked staff for their support during the Lewisville Mayor’s Bike Ride.

Chair Molina adjourned the Regular Meeting at 2:01pm and reconvened into Close Executive Session.

**CONVENE EXECUTIVE SESSION**

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

Texas Government Code Section 551.072 – Real Estate – Deliberation regarding real property – to deliberate the purchase, exchange, lease, or value of real property generally located adjacent to Hebron Station.





Texas Government Code Section 551.075 – Security Devices or Security Audits – to deliberate the cybersecurity initiatives.

The Board convened in Closed Executive Session at 2:01pm.

RECONVENE OPEN SESSION

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

The Board reconvened into Open Session at 2:45pm with no actions taken.

ADJOURN

Chair Molina adjourned the meeting at 2:45pm.

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Cesar Molina, Board Chair

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Dianne Costa, Board Secretary



## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Authorizing the Interim Chief Executive Officer (CEO) to execute a contract with Texas Municipal League (TML) Health for Medical, Dental, and Vision benefits beginning October 1, 2022, in the amount of \$576,637 for Fiscal Year (FY) 2023

### Recommendation

Staff recommends the Board authorize the Interim CEO to execute a contract with TML Health for Medical, Dental, and Vision benefits, beginning October 1, 2022, in the amount of \$576,637.

### Background

DCTA leverages its contract with Holmes Murphy & Associates to market employee benefits, when necessary. DCTA benefit years align with the fiscal year, running from October to September, with the Open Enrollment period beginning in late July/early August, prior to implementation in October.

The current guaranteed rates for medical and prescription, dental and vision coverage are slated to expire at the end of this benefit year (September 30, 2022). Holmes Murphy requested renewal rates from DCTA's current benefit provider for medical and prescription, dental, and vision coverage.

Existing FY2022 contracts for life and accidental death & dismemberment, as well as short-term and long-term disability remain under fee guarantees through September 30, 2023. Existing FY2022 contracts for flexible spending account and COBRA administration remain under fee guarantees through September 30, 2026. No action is needed for those coverages

### Previous Board Activity & Action

An informational item on this item was provided in the May Informational Reports.

### Identified Need

The current DCTA benefit rates are set to expire as of September 30, 2022. Board Approval is required for renewal of medical and prescription, dental and vision coverage. Open Enrollment begins on July 29, 2022, for benefit coverage effective on October 1, 2022.

### Financial Impact

The TML final renewal, including rate passes for Vision and Dental, and a 10% increase to the Medical rate, equates to an annual increase of \$49,8733 based on current enrollment. The total amount is subject to change based on employee election changes and employee turnover throughout the year.

DCTA incorporated a 10% increase on Medical, a 10% increase on Dental, and a 5% increase on Life/Disability costs within the upcoming FY23 budget to account for any potential rate increases. This is consistent with DCTA's past budget practices.

### Exhibits

N/A

Submitted By: 

Brittney Farr, Senior Director of Engagement and Administration

## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Authorizing the Interim Chief Executive Officer (CEO) to Execute a Contract with Randy C. Cain, Attorney at Law and Burklund Consulting LLC, to provide State Legislative Consulting Services beginning July 1, 2022, for an initial two-year term in an amount not to exceed \$200,000

### Recommendation

Staff recommends the Board authorize the interim CEO to execute a contract with Randy C. Cain, Attorney at Law, and Burklund Consulting, LLC to provide State Legislative Consulting Services beginning July 1, 2022, for an initial two-year term in an amount not to exceed \$200,000.

### Background

The Denton County Transportation Authority (DCTA) has engaged State Legislative Consultants since 2006 to ensure continuity of the Agency's legislative authority and funding structure. Thousands of bills are filed each session that have the potential to affect the agency either intentionally or unintentionally. During the 87<sup>th</sup> Texas Legislative Session alone, 9,999 pieces of legislation were filed. As DCTA continues to evolve as an agency by delivering a high quality, consumer-focused service products, it is critical that DCTA's maintain representation in Austin to advance our legislative priorities and protect the agency's authority and funding structure.

The previous contract was in place January 1, 2020, through April 27, 2021, and was terminated for convenience. Request for Proposal (RFP) 22-02 was released on March 8, 2022, on BidSync for a State Legislative Consultant. DCTA received four (4) responses on March 31, 2022. Staff reviewed and evaluated the proposals based on qualifications and experience, the scope of work, project approach, and overall cost. The following companies submitted proposals:

- Ancira Strategic Partners LLC
- Capitol-Insights, & Bird Advocacy
- Randy C. Cain, Attorney at Law, & Burklund Consulting, LLC
- Texas Lobby Partners LLP

After reviewing the proposals, the evaluation committee determined Randy C. Cain, Attorney at Law, & Burklund Consulting, LLC to be the most qualified, based on the qualifications and experience, legislative approach, their knowledge of DCTA specific issues, and their pricing structure.

The initial term of the agreement is two (2) years with the option to extend for one (1) additional two (2) year term. The initial term will commence on July 1, 2022, through and including June 30, 2024. If exercised, the optional two (2) year term would extend the contract through June 30, 2026.

### Previous Board Activity & Action

- February 24, 2022: Board Meeting Informational Item

### Identified Need

DCTA needs to be aware of legislative activities that will affect DCTA transportation in the region and retain effective means to engage with key members of the Legislature during the Legislative sessions.

### Financial Impact

Estimated cost of the contract is \$200,000 for the initial two-year term with the option to renew for an additional two years. The cost for the service is incorporated within the approved FY2022 Budget and will be included in future budgets.


### Exhibits

Exhibit 1: RFP 22-02

Exhibit 2: Randy C. Cain, Attorney at Law, & Burklund Consulting, LLC Proposal

Exhibit 3: Evaluation Consensus Averages

Submitted By:   
Geri Osinaike, Senior Procurement Specialist

Approved By:   
Brittney Farr, Senior Director of Engagement and Administration

## **Solicitation 22-02**

### **State Legislative Consultant**

### **Bid Designation: Public**



**Denton County Transportation Authority**

## Bid 22-02

### State Legislative Consultant

Bid Number	<b>22-02</b>
Bid Title	<b>State Legislative Consultant</b>
Bid Start Date	<b>Mar 8, 2022 7:16:11 AM CST</b>
Bid End Date	<b>Mar 31, 2022 4:00:00 PM CDT</b>
Question & Answer End Date	<b>Mar 24, 2022 5:00:00 PM CDT</b>
Bid Contact	<b>Geraldine Osinaike</b> <b>972-221-4600</b> <b>gosinaike@dcta.net</b>
Contract Duration	<b>2 years</b>
Contract Renewal	<b>1 annual renewal</b>
Prices Good for	<b>90 days</b>
Bid Comments	<b>Denton County Transportation Authority ("DCTA") is soliciting Request for Proposals (RFP) for State Legislative Consultant Services from a firm with experience in State Legislative Consulting Services and a demonstrates understanding and experience in dealing with transportation related legislative initiatives. The term for the Legislative Consulting Service would cover Regular and interim sessions with one renewal option.</b>

#### Item Response Form

Item	<b>22-02--01-01 - Proposal</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	
Delivery Location	<b>Denton County Transportation Authority</b> <u>No Location Specified</u>
	<b>Qty 1</b>
<b>Description</b>	
Proposal	



## SOLICITATION OVERVIEW AND ENDORSEMENT

<b>SOLICITATION TYPE/No.</b>	Request for Proposals (RFP) 22-02		
<b>TITLE</b>	State Legislative Consultant		
<b>PROCUREMENT SCHEDULE</b>	Dates and times are subject to change, any changes will be issued by addenda.		
<b>PRE-PROPOSAL/SITE MEETING DATE</b>		<b>PRE-PROPOSAL/SITE MEETING LOCATION</b>	N/A
<b>QUESTIONS DUE</b>	March 21, 2022, by 2:00 pm CST	<b>RESPONSES TO QUESTIONS RELEASED</b>	March 24, 2022, by 5:00 pm CST
<b>DUE DATE/TIME</b>	March 31, 2022, at 4:00 pm CST		
<b>QUESTIONS/ CLARIFICATIONS</b>	All requests for clarifications and questions shall be submitted in writing. No verbal questions will be accepted, and no verbal replies will be provided. 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 proposers by posting the replies to Periscope S2G no later than the date indicated above. DCTA assumes no responsibility for delayed or lost responses		
<b>ALL QUESTIONS AND REQUESTS FOR CLARIFICATIONS SHALL BE SENT TO</b>	Geri Osinaike <a href="mailto:procurement@dcta.net">procurement@dcta.net</a> or submitted via Periscope S2G at <a href="http://www.bidsync.com">www.bidsync.com</a>		
<b>RECEIPT OF BID/PROPOSAL</b>	<p>1. Prior to the time and date indicated above, it is preferred, that all proposals be received electronically at <a href="http://www.bidsync.com">www.bidsync.com</a></p> <p>2. Prior to the time and date indicated above, proposal packages, not submitted electronically must be hand-delivered or mailed to Procurement at:</p> <p><b>DCTA</b> 1955 Lakeway Drive, Suite 260 ATTN: Geri Osinaike SOLICITATION 22-03 Lewisville, Texas 75057</p> <p><b>Proposal packages received after the due time and date shall not be considered and will be returned unopened.</b> All proposals shall be submitted in a sealed package with the company name and RFP/RFP number clearly marked on the outside. The clock in the reception area of DCTA is the official time for receipt of bids. Proposals submitted to other DCTA locations may be returned unopened and will not be considered in the award of the contract.</p> <p>DCTA reserves the right to change the deadline for submitting bids/proposals. Further, DCTA reserves the right to unilaterally revise or amend the scope of services up to the time set for submitting bids/proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective bidders/proposers.</p>		
<b>ACCEPTANCE PERIOD</b>	<b>PROPOSALS SHALL REMAIN VALID FOR 90 DAYS FROM THE DUE DATE</b>		
<b>DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM</b>	It is the policy of DCTA to create a level playing field on which DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. Additionally, DCTA is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in performance of this contract. DCTA's DBE Program is available at <a href="http://www.dcta.net">www.dcta.net</a>		
<b>DBE GOAL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no DBE goal %		
<b>DAVIS-BACON AND COPELAND ANTI-KICKBACK</b>	The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating of public buildings and public works of the Government." 29 CFR 5.5(a).		
<b>CERTIFIED PAYROLL</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no Wage Rate		
<b>BID/PROPOSAL ENDORSEMENT</b>	<b>TO BE COMPLETED FOR HAND DELIVERED AND MAILED RESPONSES ONLY</b>		
<b>BUSINESS NAME</b>			
<b>CONTACT NAME</b>		<b>TITLE</b>	
<b>TELEPHONE</b>		<b>EMAIL</b>	
<b>ADDRESS</b>			
<b>SIGNATURE</b>			<b>DATE</b>

## SCOPE OF WORK, TERMS AND CONDITIONS

### 1. CONTRACT

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

### 2. PURPOSE

Denton County Transportation Authority ("DCTA") is soliciting Request for Proposals (RFP) for State Legislative Consultant Services from a firm with experience in State Legislative Consulting Services and a demonstrates understanding and experience in dealing with transportation related legislative initiatives. The term for the Legislative Consulting Service would cover Regular and interim sessions with one renewal option.

### 3. CONTRACT TERM

The initial term of the Contract shall commence on July 1, 2022, through and including June 30, 2024, with the option to renew for one (1) additional two (2) year term, through June 30, 2026.

### 4. BACKGROUND

DCTA, a transportation authority and political subdivision of the State of Texas, is requesting proposals from interested parties to serve as its representation in Austin, TX before the Texas State Legislature, State Agencies, and other appropriate elected officials and state and local entities. The term of the Contract resulting from this Request for Proposals is expected to be two years, with one two-year option to extend services.

DCTA is a coordinated county transportation authority created by House Bill 3323, under Chapter 460 of the Texas Transportation Code, approved by the 77th Texas Legislature and signed into law by the Governor in 2001. On November 5, 2002, the voters in Denton County approved the confirmation of DCTA by 73 percent. A special election was then held in September 2003, which provided a dedicated half-cent sales tax to fund DCTA by the cities of Denton, Highland Village, and Lewisville. The DCTA Board of Directors represents Denton County and the founding municipality member cities of Denton, Highland Village, and Lewisville. Additional cities throughout Denton and Collin Counties sit on the board in an advisory capacity.

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 Counties.

The agency operates 19 fixed bus routes, 21-mile A-train commuter rail line, on-demand, paratransit, and additional services throughout Denton County and surrounding areas. In FY'21, DCTA served approximately one million passengers system-wide. To learn more about how DCTA is shaping the future of North Texas, visit [RideDCTA.net](https://ride.dcta.net).

No state or federal funds will be utilized for contract payments resulting from this solicitation. In some instances, federal laws and regulations may be referenced for clarification of DCTA requirements.

More information on DCTA is available at [www.dcta.net](https://www.dcta.net).



**5. SCOPE OF SERVICES**

An innovative approach to these services is critical to the advancement of DCTA's objectives and will be a key element in the selection of the Consultant. The following scope of work details the Agency's needs as based on previous experience. DCTA welcomes new approaches and techniques. The final scope will be determined through negotiations of the final contract for services.

**6. PROJECT RESPONSIBILITIES**

6.1 The DCTA Consultant shall advise and assist DCTA in the development of a State Legislative Strategy and formal Agenda. Specific goals for the 88th Legislature are as follows:

1. Retain current statutory authority.
2. Promote legislative activities that enhance funding opportunities.
3. Ensure a regulatory environment that allows for mobility innovation through public/private partnerships and that does not impede innovation.
4. Support initiatives that would advance economic development opportunities, specifically transit-oriented development. As conditions change, these goals may be revised.

6.2 The DCTA Consultant shall be responsible for providing ongoing communications with the Legislative Delegation, advising appropriate Members and their staff of DCTA's activities, and advising the DCTA Board of Directors, Executive Leadership, and designated staff of the interests and needs of the Delegation. Such activities shall include seeking Delegation support for project funding, mobility-related initiatives, the Agency's legislative platform, coordination with peer Texas transit agencies on legislative efforts, awareness of stakeholders' legislative agendas, and other interests as may occur during a Regular or Interim legislative session.

6.3 The DCTA Consultant shall monitor the following state and regional organizations for possible opportunities and impacts to key DCTA projects (note: this list is non-exhaustive).

1. Texas Governor's Office
2. Texas Legislature and appropriate committees
3. Texas Transportation Commission/Texas Department of Transportation (TxDOT)
4. Regional Transportation Council of the North Central Texas Council of Governments (NCTCOG)

**7. SPECIAL RESPONSIBILITIES** shall include, but not be limited to:

1. Monthly reporting on activities, accomplishments, and key items of interest to DCTA.
2. In-person briefings to the DCTA Board of Directors or Board committees, as requested.
3. Monthly invoicing.
4. Assistance in moving legislation (as identified in the Legislative Agenda or otherwise directed) through the legislative process, including but not limited to, identifying and seeking sponsors for DCTA-related legislation and seeking support of key members of the Legislature.
5. Keep staff apprised of legislation deemed beneficial or detrimental to DCTA and provide advice on appropriate and judicious legislative engagement.
6. Identify and defend DCTA against detrimental legislation.
7. Provide necessary support in Austin, TX during the Legislative Session, including, but not limited to maintaining office space in downtown Austin, or otherwise close to the Capitol, that may be used by DCTA staff, executives, and appointed officials for the conduct of official business. If unable to provide a permanent office location, demonstrate ability to reserve office and meeting space as needed, which would include internet connectivity and copy and scanning capabilities.

8. Provide assistance in planning events, meetings, receptions, or other activities to facilitate stakeholder outreach and education efforts, including assistance in securing the attendance of delegation members at local special events and meetings.
9. Coordinate and schedule meetings between members of the Legislature and DCTA staff, executives, and Board members.
10. Regularly meet with delegation members on behalf of the Agency, in order to advance DCTA priorities.
11. Attend industry-specific legislative meetings on behalf of DCTA, as requested. Occasionally coordinate state delegation activities related to federal needs; coordinate with the congressional consultant, as requested.
12. Track legislation that could impact DCTA and provide a weekly bill-tracking list for staff review through the bill filing deadline.
13. During the Regular Session, the Consultant shall submit weekly activity reports in writing via email detailing the status of the Agency's legislative priorities, as well as updates and analyses on transit/transportation-related legislative activities, or other initiatives that may impact DCTA operations, personnel management, procurement practices, administration, etc.
14. At the end of a Regular Session, the Consultant shall provide a legislative wrap-up to the Board of Directors outlining performance and progress regarding the adopted legislative initiatives, other key legislation and legislative activities, and a recommended path forward into the next session.

## **8. QUALIFICATIONS OF FIRM**

1. A minimum of eight years experience as a State Legislative Consultant and/or with a state-level elected office, or other directly applicable experience;
2. Appropriate education and experience with transportation issues, transportation agencies, and/or other political subdivisions of the state;
3. An Austin, TX office location in downtown Austin, or otherwise close to the Capitol, that may be used by DCTA staff, executives, and appointed officials for the conduct of official business. If unable to provide a permanent office location, demonstrate ability to reserve office and meeting space as needed, which would include internet connectivity and copy and scanning capabilities;
4. Knowledge of and experience with bus, rail, transit, and transportation issues, including mobility-as-a-service (MaaS), autonomous vehicles, transit-oriented developments (TOD), alternative fuel fleets, and other emerging transportation technologies;
5. Proven relationships and results working with key state legislators;
6. Knowledge of and experience dealing with state and regional agencies identified in the Scope of Work;
7. Familiarity with DCTA, the Texas Transportation Code, specifically Chapter 460, advanced mobility innovations, and the transportation environment within the Dallas/Fort Worth region; and
8. Familiarity with DCTA's founding municipalities of Denton, Lewisville, and Highland Village, financially participating municipalities, key local elected officials in Denton, Collin, Tarrant, and Dallas Counties, and in the North Texas region, and the North Central Texas Council of Governments (NCTCOG) and affiliated organizations.

## **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 in compliance with Texas Government Code 2251.030.

Proposer's invoices for the services rendered shall be emailed to the following e-mail address:

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

**9. ASSIGNMENT**

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

**10. VENUE**

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

**11. INDEPENDENT CONTRACTOR**

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

**12. TERMINATION / DISPUTE RESOLUTION**

**Termination for Convenience of DCTA**

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

**Termination for Default**

If the Contractor refuses or fails to properly prosecute or perform the work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the work within this time, DCTA may, by written notice to the Contractor, terminate the right to proceed with the work (or the

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

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

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

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

#### **Termination of Force Majeure**

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

#### **Disputes**

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

### **13. PROTEST PROCEDURES**

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



**14. ADMINISTRATIVE REMEDIES**

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

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

**15. OPEN RECORDS**

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

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

**16. CONTRACT**

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

**17. PROHIBITION OF BOYCOTT ISRAEL**

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

**18. PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES**

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

**19. PROHIBITION OF BOYCOTT ENERGY COMPANIES**

Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**20. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.**

Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.



**27. INSPECTION OF WORK**

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

**28. 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.

**29. 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.

**30. 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.

**31. MAINTENANCE OF RECORDS**

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

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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, subcontracts and sub-recipients.

**40. 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.

**41. 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>

**42. 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

#### **43. 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.

#### **44. 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.

#### **45. 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.

#### **46. 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.

#### **47. 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

### RFP 22-03

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

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

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

- Per Clam .....\$1,000,000
- Per aggregate .....\$1,000,000

**ADDITIONAL INSURED:**

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

**RAIL LIABILITY INSURANCE:**

Required if the contractor will be working in the foul zone of the rail line. Consult with insurance broker to include the appropriate insurance requirements.

**WAIVER OF SUBROGATION:**

The Workers' Compensation and Employers' Liability policies shall 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. For policies dedicated to a specific project or with a separate aggregate limit for a specific project, 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. 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.

Certificate Holder  
Denton County Transportation Authority  
PO Box 96  
Lewisville TX 75067

**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.

**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:

<b>SCORING CRITERIA</b>	<b>WEIGHT</b>
<b>QUALIFICATIONS AND EXPERIENCE</b> Experience in providing Legislative Consulting Services as requested by DCTA in this Scope of Work and ability to meet the outlined goals and objectives. Quality of example legislative update/newsletter will be considered.	25
<b>LEGISLATIVE / POLICY APPROACH</b> Clear and communicative approach in management of legislative efforts, including communication methods employed during regular and interim sessions, demonstrated relationships, and passage of legislation.	25
<b>DCTA SPECIFIC ISSUES</b> Demonstrated understanding of Denton County Transportation Authority (DCTA) governance and funding structure and issues impacting DCTA and state of mobility innovation challenges.	25
<b>PRICING STRUCTURE</b> Clear and reasonable pricing structure consistent with average consulting fees for similar work and scope.	15
<b>REFERENCES</b> At least three (3) references included that demonstrate the vendor is a trusted and ethical resource and has influence in the legislative process either on behalf of public sector clients and/or with legislators.	10

<b>REQUIRED FORMS AND CERTIFICATIONS</b>	Pass/Fail
All applicable forms and certifications listed in the proposal submittal information sections must be included with the proposal in TAB 7 Appendix.	
<b>TOTAL POINTS</b>	<b>100</b>

### 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 video call.

### 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.



## PROPOSAL SUBMITTAL INFORMATION

The responses shall be submitted on standard 8½"x11" standard paper. The proposal shall not exceed 35 single-sided pages. All information must be assembled and indexed in the order described below. Describe the firm, consultant(s), and key staff members who will be directly involved, a list of references, statement of qualifications; and other information relevant to the services offered and expertise provided by the Proposer.

### Method of Delivery:

Electronically: DCTA prefers to receive proposals electronically through Periscope S2G. Copies of the documents are available for download at [www.bidsync.com](http://www.bidsync.com).

Hardcopy: The respondent shall submit one (1) signed hardcopy original, three (3) hard copies, and one (1) electronic copy in a searchable format (USB Flash Drive). The proposal is clearly marked with the contents and RFP number on the outside and the company name.

**Page Count:** shall not include:

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

**Each proposal shall include the following information:**

### COVER LETTER / LETTER OF TRANSMITTAL

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

- Company name, address, telephone number(s), and website.
- Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of your understanding of the services to be performed and a positive commitment to provide services as specified.
- The letter must be signed by a corporate officer or person authorized to bind the proposer to the proposal and cost schedule.
- A statement indicating that the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract.
- Provide a list of any and all exceptions taken to the solicitation, if there are none include a statement no exceptions taken. Provide the section number, the language and describe the exception taken included with the cover letter/letter of transmittal. These pages will not be part of the total page count.

### TAB 1: QUALIFICATIONS AND EXPERIENCE

Experience in providing Legislative Consulting Services as requested by DCTA in this Scope of Work and demonstrated ability to meet the outlined goals and objectives.

Availability of key personnel, their knowledge of the political environment, transportation and local government industries, and quality of references.

#### **QUALIFICATIONS OF KEY PERSONNEL**

- a. Identify the Project Manager and each individual who will work as part of this engagement. Include brief resumes for each person to be assigned. Include any relevant professional designations and affiliations, certifications and licenses, etc.
- b. Provide an organizational chart, to include any support staff and their role.
- c. Describe experience of the firm relative to DCTA or similar governmental entities.
- d. Describe the firm's knowledge and understanding of DCTA, Chapter 460, advanced mobility innovations, and the transportation environment within the Dallas/Fort Worth region.
- e. Describe when the firm has assisted in the passage of challenging or difficult legislation. Explain how the firm overcame opposition.
- f. The same information must be provided for any associate firm or sub consultant.
- g. Provide list of current clients.

#### **TAB 2: LEGISLATIVE / POLICY APPROACH**

Provide clear and communicative approach in management of legislative efforts, including communication methods employed during regular and interim sessions, demonstrated relationships, and passage of legislation. Quality of example legislative update/newsletter will be considered.

- a. Define the overall means by which the firm would approach the legislative process on behalf of DCTA. Include project funding, relationship with delegation members, tracking of key issues, etc.
- b. Define firm's role during Regular and Interim sessions.
- c. Define how success will be measured/judged.
- d. It is critical that the proposer clearly define any recommended deviations from the scope of work defined above. The pricing proposal must be reflective of these changes.

#### **TAB 3: DCTA SPECIFIC ISSUES**

Demonstrated understanding of DCTA's governance and funding structure, enabling legislation, regional and statewide issues impacting DCTA, the state of mobility innovation and unique challenges these bring to DCTA and the legislative process.

- a. Identify key issues facing DCTA in the future that can be addressed or begin to be addressed in the next State legislative cycle.
- b. Identify initial recommended actions.

#### **TAB 4: REFERENCES**

Include three (3) references and current contact information for each. Provide name, title, address, and telephone number of three client references that demonstrate the vendor is a trusted and ethical resource and has influence in the legislative process either on behalf of public sector clients and/or with legislators.

## **TAB 5: PRICING**

The cost shall contain all pricing information relative to performing the services within the Scope of Services as described in this RFP. The total cost proposed is to contain all direct and indirect costs including all out-of-pocket expenses. Include a schedule of rates by professional staff classifications and the anticipated distribution of hours per staff classification

## **TAB 6: ATTACHMENTS**

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

## **TAB 7: APPENDIX**

The following documents/forms and any other attachments or acknowledgment required as part of this solicitation will be completed by the Proposer and must be submitted with the Proposal:

- Bidders Questionnaire
- CIQ Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Prohibition of Contracts with Companies Boycotting Israel
- Prohibition of Boycott Energy Companies
- Prohibition of Boycott of Firearm entity or Firearm Trade Association
- List of References
- Signed Addenda (If applicable)

Each Proposer shall submit a detailed response to the RFP. The response shall include sufficient information to enable the DCTA 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 35-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 DCTA's Board of Directors and/or employees 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.



## 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:	<div></div>	<div></div>
	DATE OF COMPLETION IF APPLICABLE:	<div></div>	<div></div>
	CONTACT PERSON:	<div></div>	<div></div>
	COMPANY NAME:	<div></div>	<div></div>
	ADDRESS:	<div></div>	<div></div>
	TELEPHONE NUMBER:	<div></div>	<div></div>
	FAX NUMBER:	<div></div>	<div></div>
	EMAIL ADDRESS:	<div></div>	<div></div>
	PROJECT BUDGET:	<div></div>	<div></div>
2.	PROJECT:	<div></div>	<div></div>
	DATE OF COMPLETION IF APPLICABLE:	<div></div>	<div></div>
	CONTACT PERSON:	<div></div>	<div></div>
	COMPANY NAME:	<div></div>	<div></div>
	ADDRESS:	<div></div>	<div></div>
	TELEPHONE NUMBER:	<div></div>	<div></div>
	FAX NUMBER:	<div></div>	<div></div>

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:

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**BIDDER'S QUESTIONNAIRE**

1. Name of Contractor ("Business", herein)
2. Doing Business As (other business name if applicable)
3. Federal Tax ID Number
4. Business Mailing Address (include City/State/Zip Code)
5. Business Email Address:
6. Business Telephone  Business Fax Number
7. Business Type: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
8. Number of Years in Business
9. Annual Gross Revenue for the past three years (M=Millions) ☐ \$1M or Less ☐ \$1M-\$5M ☐ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M+
10. Number of Employees ☐ 100 or Less ☐ 101-500 ☐ 501-700 ☐ 751-1,000 ☐ 1,001+
11. Is Business a DBE Firm? ☐ Yes ☐ No
12. Is Business Owned by Minority Ethnicity? ☐ Yes ☐ No
13. Ethnic Group: ☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian Pacific American ☐ Subcontinent Asian American ☐  
White/Caucasian ☐ Other
14. Woman Owned? ☐ Yes ☐ No
15. Veteran Owned ☐ Yes ☐ No
16. Type of Work Performed: ☐ Construction ☐ Manufacturing ☐ Retail ☐ Wholesale/Distributor ☐ Professional service ☐ General/Technical Service
17. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No
18. Is any litigation pending against the Business? ☐ Yes ☐ No
19. Has the Business ever been declared "Not Responsible" ☐ Yes ☐ No
20. Has the Business been debarred, suspended, proposed for debarment, and declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☐ No
21. Has the Business ever been a defaulter, as principal, surety or otherwise? ☐ Yes ☐ No
22. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☐ No
23. Is the Business in arrears upon a contract or debt?
24. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☐ No
25. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐  
Yes ☐ No
26. If a "yes" response is given to questions 17-25, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). DCTA reserves the right to inquire further with respect thereto.
27. List the name and business address of each person or each entity which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) DCTA will have the grounds to terminate any or all contracts which DCTA has or may have with the business; 2) DCTA may disqualify the business named above from consideration for contracts and/or 3) DCTA may have grounds for initiating legal action under federal, state or local law. **Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow DCTA to report the amount of subcontracting activity for DCTA.**

Printed Name

Denton County  
Transportation Authority

Title

Signature

Date

Email Address

*(Owner, CEO, President, Majority Stockholder or Designated Representative) Questions about this document should be directed to [procurement@dcta.net](mailto:procurement@dcta.net)*



**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 7<sup>th</sup> 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 7<sup>th</sup> 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

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 Boycott Energy Companies**

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

*Effective September 1, 2021, House Bill 13 amended the Texas Government Code by adding Chapter 809 and Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.*

*Company is defined under Texas Government Code Section 809.001 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.” Section 2274.001 (2) excludes sole proprietorships from the definition of “Company”.*

*The prohibition however does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.*

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"I,  (Name of certifying official), the  (title or position of certifying official) of  (name of company), verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Signature of Certifying Official

Title:

Date:



## Prohibition Boycott of Firearm Entity or Firearm Trade Association

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

*Effective September 1, 2021, House Bill 19 amended Texas Government Code by adding Chapter 2274. Chapter 2274 prohibits a political subdivision (city, appraisal district, transportation authority) from entering a contract with a value of \$100,000 or more that is to be paid from public funds with a for-profit company excluding sole proprietorships with more than 10 full-time employees for goods and services unless the contract contains a written verification from the company that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The prohibition does not apply to a governmental entity that contracts with a sole-source provider; or when it does not receive any bids from a company that is able to provide the required certification.*

*Company is defined under Section 2274.001 to mean “a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.”*

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"I,  (Name of certifying official), the  
 (title or position of certifying official) of  
 (name of company), verifies that it does not have  
a practice, policy, guidance, or directive that discriminates against a firearm entity or  
firearm trade association; and (ii) will not discriminate during the term of the contract  
against a firearm entity or firearm trade association. This section only applies if: (i)  
Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this  
Agreement has a value of \$100,000.00 or more to be paid under the terms of this  
Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor,  
a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source  
provider; or (iii) to a contract for which none of the bids from a company were able to  
provide the required certification.

Signature of Certifying Official

Title:

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:

## Question and Answers for Bid #22-02 - State Legislative Consultant

### Overall Bid Questions

There are no questions associated with this bid.



**RESPONSE TO REQUEST FOR PROPOSAL**

**DCTA CONTRACT #22-02**



**STATE LEGISLATIVE CONSULTING SERVICES**

**MARCH 31, 2022**

**PRESENTED BY:**

**RANDY C. CAIN & ADAM H. BURKLUND**

1122 COLORADO, SUITE 106  
AUSTIN, TEXAS 78701

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**DENTON COUNTY TRANSPORTATION AUTHORITY**

**COVER LETTER/LETTER OF TRANSMITTAL**

**Randy C. Cain & Adam H. Burklund**  
**1122 Colorado Street, Suite 106**  
**Austin, Texas 78701**

March 31, 2022

**Denton County Transportation Authority**  
**Procurement Department**  
**Attn: Geraldine Osinaike**  
Downtown Denton Transit Center  
604 East Hickory St.  
Denton, TX 76205  
Telephone: 972-316-6108  
E-mail: [gosinaike@dcta.net](mailto:gosinaike@dcta.net)

Re: DCTA Contract #22-02  
Proposal for State Legislative Consulting Services

Mr. Randy Cain and Mr. Adam Burklund are interested in providing legislative consulting services to the Denton County Transportation Authority (hereinafter, "DCTA") and have the necessary experience and capacity to provide the required services. Randy Cain shall be the lead contact for purposes of this Proposal and may be contacted directly at the cell phone or email address provided herein.

Mr. Cain and Mr. Burklund acknowledge receipt of all addenda to the RFP that have been issued by DCTA.

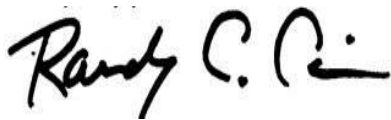
Mr. Cain and Mr. Burklund have no clients, engagements or obligations which conflict, or potentially conflict in any manner, with the performance of the services called for under this Request for Proposal.

Mr. Cain and Mr. Burklund acknowledge that the Proposal will remain in effect for ninety (90) calendar days after the deadline for receipt of the proposal by DCTA.

While Mr. Cain and Mr. Burklund propose to perform all required legislative consulting work outlined in the Response for Proposal (hereinafter, "RFP") without exception, that work will be performed as independent contractor service providers and certain insurance requirements called for in the RFP are not applicable, such as commercial general liability and business automobile liability policies, rail liability insurance, professional liability and workers' compensation coverage. While both lobby practices do carry appropriate coverage for the services they provide, Mr. Cain and Mr. Burklund will not engage in activities requiring the other forms of insurance called for in the RFP.

In closing, we very much appreciate the opportunity to provide the attached proposal. It is important to both of us that DCTA, its staff and its Board are aware of our top priorities in any potential client engagement. We believe that honesty, open communication and trust are the pillars of successful representation and that's how we have built our reputations in the Capitol. We would commit the same standards to our representation of DCTA and would seek the same commitment from any client we take on. We want to emphasize this point as we operate in an industry that at times may carry a reputation that does not align with our values. Of course, we would be happy to discuss this proposal further with DCTA.

Sincerely,



RANDY C. CAIN  
Attorney at Law  
512-965-3935  
[rcain@rcainlaw.com](mailto:rcain@rcainlaw.com)



ADAM H. BURKLUND  
Principal, Burklund Consulting, LLC  
512-787-1397  
[adam@burklundconsulting.com](mailto:adam@burklundconsulting.com)

## **TAB 1: QUALIFICATIONS AND EXPERIENCE**

**Randy Cain** will be the primary point of contact for DCTA over the life of the contract. **Adam Burklund** will be equally engaged in all DCTA responsibilities.

The Proposal Team consists of Randy Cain in his capacity as a solo practitioner, working through his law firm, and Adam Burklund, working through his consulting firm (herein after referred to as “Consultants”). Consultants will provide a team approach for representation of DCTA throughout the remainder of the interim and the 88th Legislative Session.

Consultants’ general philosophy and approach is to provide high value advocacy services and strategic advice to accomplish their clients’ legislative or state agency goals and to communicate consistently with clients. The team’s legislative lobby representation is anchored in a technical and substantive understanding of the issues, the legislative and administrative processes involved, and the continued maintenance and development of strong relationships with key decision makers in Austin. Mr. Cain and Mr. Burklund have extensive governmental experience, both from the perspective of a local government attorney and legislative staff. They also have proven track records of success—knowing how to shape a message, generate support, and stimulate action on behalf of their clients.

Consultants will provide full-scale legislative monitoring, advocacy, and communication to ensure that DCTA promotes an effective, clear, and aggressive message at the Capitol. Consultants will assist in the preparation of DCTA’s legislative package and provide strategic assistance in coordination with the local delegation and the legislative leadership when preparing the package.

This will include assisting Legislative Council and staff in drafting legislation, seeking sponsors for bills, monitoring and drafting testimony on bills that affect DCTA, and lobbying to defeat bills that are detrimental. Consultants will also assist DCTA in preparing bill amendments, drafting testimony, scheduling witnesses, polling and advocating to all appropriate members, negotiating between parties, and helping guide the passage of the proposed legislation. During the session, Consultants will provide regular updates on issues that concern DCTA. Consultants will be available to answer any questions that the DCTA board and staff may have regarding legislation.

Municipal issues and local governments are a strength of Consultants’ lobby practices. Representative cities and local government entity clients of Consultants have included the Cities of Baytown, Dallas, El Paso, Lubbock, New Braunfels, Round Rock, TML affiliate the Texas Fire Chiefs Association, San Antonio’s VIA Metropolitan Transit Authority, and the North Texas Tollway Authority. The team knows the critical role that local governments play in providing for the health, safety, welfare and economic well-being of communities, and are intimately familiar with how action by the Texas Legislature impacts local government entities.

Consultants expect that the struggle to retain “local control” will continue during the 88th Legislature. Next session, DCTA will need to continue efforts to maintain its statutory authority amidst possible Legislative efforts to modify or preempt it. The state budget for the 2023 Session will perhaps be in better shape than some past biennium’s, which means that DCTA could benefit

if potential funding opportunities present themselves, and therefore will need to spend significant time seeking support of any budget items.

Consultants have strong relationships forged over many years with decision makers in Austin, including key members of the House and Senate, the Governor's office and state agencies. As your Austin representatives, Consultants will work strategically with DCTA staff to achieve priorities and protect the interests of your constituents.

### **Lobby Office Description**

Mr. Cain and Mr. Burklund share office space in Suite 106 of the Westgate Building, located at 1122 Colorado Street, Austin, Texas 78701, directly across the street from the Capitol. The office contains a small conference room which is able to accommodate visitors and witnesses who come to Austin from DCTA during the legislative session. The office has internet access, copy, and scanning capabilities that would be available to visiting delegations from DCTA.

### **Current Legislative Consultant Clients**

Randy Cain is registered for the Cities of Dallas and Round Rock, North Texas Tollway Authority, Avail, Surgery Partners of Texas, Texas PTA, the Advanced Power Alliance and others.

Adam Burklund is registered for the Texas Chapter of the National Waste & Recycling Association, Sentry Insurance, the Texas Bankers Association and the West Texas Regional Groundwater Management Alliance.

## **TAB 2: LEGISLATIVE/POLICY APPROACH**

Mr. Cain and Mr. Burklund will provide a team approach for representation of DCTA during the 87<sup>th</sup> interim and the 88<sup>th</sup> Legislative Session. Both consultants will be available to answer any questions that the DCTA Board and staff may have regarding legislation. Mr. Cain and Mr. Burklund will provide full-scale legislative monitoring, advocacy, and communication to ensure that DCTA promotes an effective, clear, and aggressive message at the Capitol. Consultants will assist in the preparation of DCTA's legislative package and provide strategic assistance to DCTA in coordination with the local delegation and with legislative leadership when preparing the package.

Consultants' general philosophy and approach is to provide high value advocacy services and strategic advice to accomplish their client's legislative or state agency goals and to communicate consistently with clients. Their legislative lobby representation is anchored in a technical and substantive understanding of the issues, the legislative and administrative processes involved, and the continued maintenance and development of strong relationships with key decision makers in Austin. Consultants have extensive governmental experience, both as former legislative staffers and Mr. Cain as a local government attorney. In addition, Mr. Cain and Mr. Burklund have and proven track records of success—knowing how to shape a message, generate support, and stimulate action on behalf of their clients.

Consultants' efforts will include assisting the DCTA Board and staff in drafting legislation, seeking sponsors for bills, monitoring and drafting testimony on bills that affect DCTA and lobbying to defeat bills that are detrimental. Consultants will also assist DCTA in preparing bill amendments, drafting testimony, scheduling witnesses, polling and advocating to all appropriate members, negotiating between parties and helping guide the passage of the proposed legislation. During the session, Mr. Cain and Mr. Burklund will provide regular updates on issues that concern DCTA. These updates will include not only transportation issues, but other filed legislation that affects DCTA as a public entity, such as open meetings/open records, financial disclosure requirements, public employment issues, elections, sales tax, eminent domain and competitive bids.

Consultants' previous work on legislative issues involving local government and transportation has resulted in good relationships with many of the other delegations of importance in the Legislature, including North Texas and West Texas. Both Consultants maintain relationships with members and staff of key legislative committees, and with the State's elected and appointed officials.

The House and Senate Committees on Transportation are committees that Consultants have worked with frequently. The team has a close working relationship with Chairman Canales and Chairman Nichols. Consultants' long working relationship with these two key legislators, and their positions as chairs of the key committees for DCTA legislation, provides an advantage as this access can help assure that the concerns of the DCTA staff and Board are heard.

Mr. Burklund served as General Counsel to the Senate Committee on Transportation & Homeland Security, chaired by Senator John Carona, during the 81<sup>st</sup> legislative session. During that time he

built relationships with many involved in transportation in the private and public sector and has maintained many of those relationships. In particular, he continues to work closely with many of the Senate staff that specialize in transportation issues. He has also worked on issues relating to alternative fuel sources for vehicles during his time in the private sector.

Mr. Cain has been involved in transportation issues at the State Capitol for more than two decades. He has represented transit agencies (VIA Metropolitan Transit), toll authorities (NTTA), and local governments (Cities of Baytown, Dallas, El Paso, Lubbock and Round Rock). Mr. Cain has been representing municipalities since 1991, served as an Assistant City Attorney for Dallas, and has a close working relationship with the Texas Municipal League. He has also worked on the Federal level as Legislative Director for U.S. Senator Lloyd Bentsen, as legislative staff for the U.S. Treasury Department, and as General Counsel for the Texas Secretary of State.

### **DCTA Board and Staff Participation**

Consultants fully understand the opportunities and challenges facing local governments and transportation entities, which more recently have been under scrutiny by the Legislature. They can assist in the formulation of integrated strategies that offer the best possible chance for continued legislative or regulatory success. Because historical perspectives and cycles are so important, the over four total decades combined that Mr. Cain and Mr. Burkland have spent working at the Legislature serve as a basis for their understanding and ability to anticipate future challenges that will emerge from the Legislature. As the DCTA Board and staff are well aware, transportation issues have been at the forefront of many recent legislative sessions.

In the 2013 & 2015 legislative sessions the proposal team worked with other transportation advocates to successfully secure new funding streams for transportation infrastructure. The state's traditional transportation funding was no longer sufficient to keep up with the needs of our growing state. Raising revenue through new taxes or fees was not politically feasible. Transportation advocates and community leaders came together and successfully lobbied for severance taxes, sales and use tax revenue and motor vehicle sales, use, and rental tax revenue already collected by the state to be reallocated to fund transportation. The Legislature placed the constitutional amendments on the 2014 and 2015 statewide ballots. Passage of Propositions 1 and 7 resulted in the largest increase in transportation funding in the state's history.

The DCTA Board's participation at the Legislature is key to explaining the impact of these initiatives on local public transportation and to explaining to the members of the Legislature the negative effects that some of their proposals have on local transportation authorities. It is important that the Legislature know how their initiatives affect the local economy and the local government. Consultants have worked on the front lines on many of these issues for their clients and are knowledgeable about the approach and message that needs to be delivered.

### **Interim Period**

Before the 2023 Texas Legislative Session, Mr. Cain and Mr. Burkland will keep members of the Legislature and legislative staff informed on the issues of interest to DCTA and monitor

developments on transportation issues. Consultants will involve the DCTA Staff in any legislative studies and interim committees that might benefit DCTA.

Once legislation is passed, the implementation by state agencies must be closely monitored in order to ensure that the agency is not interpreting the law in manner different than that intended by the Legislature. Constant monitoring of rule promulgations and agency hearings is necessary to protect the interests of DCTA. Consultants will keep DCTA informed of relevant state agency actions, and also any interim committee activities focusing on issues impacting DCTA. If necessary, meetings will be arranged with State Leadership, House and Senate Committee Chairs, as well as key members and staff to educate them about issues arising from implementation of legislation. Consultants will prepare materials, as necessary, to brief key members and staff of DCTA's concerns and identify and coordinate with other organizations supporting DCTA's position or sharing common issues.

### **Determining Legislative Priorities**

Prior to the 88<sup>th</sup> Session, Mr. Cain and Mr. Burklund will work with DCTA Staff in suggesting a process for DCTA to identify legislative goals and to rank those goals in priority in a timely manner. The lobby team will communicate with Legislators and staff regarding the feasibility of passage of various issues while the priorities are being formulated by DCTA. DCTA staff and Consultants can then begin the process of drafting legislation and seeking sponsors for the legislation.

### **Tracking of Legislation**

During the Session, Consultants will review legislation and amendments to identify those of potential interest to DCTA. DCTA will be notified of any legislation or amendments determined to be of potential interest.

Consultants will be responsible for monitoring activities of those legislative committees with jurisdiction transportation issues and other issues of interest to DCTA. These, of course, will include any transportation funding issues, coordination of transportation programs, or issues on alternative transportation programs like the high-speed rail. The lobby team will also be responsible for lobbying committee members and providing them with information. Consultants will notify DCTA when DCTA testimony is necessary and will assist in scheduling DCTA appearances before a committee.

Consultants will advise DCTA on the strategic considerations of becoming actively involved in any legislation and develop strategy for pursuing DCTA's position. Any proactive or defensive action on a piece of legislation will be undertaken only after consultation with DCTA's designated liaison or in compliance with DCTA procedure. The lobby team will assist in communications with members of the Legislature by DCTA and will also coordinate DCTA's testimony before legislative committees. Consultants will assist DCTA Board or Staff who testify on legislation proposed by DCTA.



### **Communication with DCTA**

Consultants believe in regular, substantive communication with clients as a way to maximize team strengths, promote accountability, exchange vital information efficiently, anticipate threats, and properly position DCTA to take advantage of opportunities that might exist during relative calm of the interim or turmoil of a legislative session. Historically, these communications between the client and among the team occur through email, teleconference, scheduled Consultants/DCTA staff meetings, or the preparation of regular or special reports as might be required.

### **Communication with the Denton Legislative Delegation**

Consultants have good working relationships with those current members of Denton House delegation who are likely to return as well as the likely future state senator for the region. A major strength of our team is building and maintaining relationships and getting know new delegation members would be a priority for us throughout the remainder of the interim as well as the early portion of the 88th Legislative Session. Our goals would be to ensure that the delegation members are aware of DCTA's priorities, understand the political dynamics outside of the delegation that could impact the success of those priorities, and to continually engage with them help ensure passage of that priority legislation and/or defeat of problematic legislation. A key component of success with the Denton delegation is clear communication between DTCA and our team, which we will always strive for.

### **Communication with Legislators Outside of the Denton Legislative Delegation**

While engaging with the Denton Legislative Delegation is important, understanding the broader political dynamics affecting state transportation policy and influencing those outside of the Denton region will be critical. We utilize the interim period to spend time with other legislators and staff, whether they may sit on a committee of jurisdiction, be a transportation thought leader, etc., to ensure that we know the political and policy landscape on transportation issues before the session begins. Those relationships often dictate the outcomes of legislative initiatives late in a legislative session.

### **Coordination with Other Transportation Entities**

Coordination with the North Central Texas Council of Governments, the Transportation Department at NCTCOG that serves as the MPO for the 12-county region, the Regional Transportation Council and the Dallas Regional Mobility Coalition is essential to creating a cooperative and comprehensive transportation planning process for the region.

Engaging with other transportation authorities throughout the state before the legislative session is also important.

### **Texas Transportation Commission**

Another important focus, particularly during the interim, is TXDOT and the Transportation Commission. Mr. Cain and Mr. Burklund believe in reaching out to Commission and agency staff early, sharing goals and offering our support where we can provide it – in coordination with client directives, of course.

### **Reporting to Liaison and Wrap-Up**

Consultants will be available at all times to DCTA's designated liaison by office telephone, voice mail, email and cell phone. Status reports on legislation of interest will be provided on a weekly basis. The lobby team will assist DCTA by providing information to DCTA's liaison on a regular basis and with legislative "alerts" on high priority issues. During the legislative session the team's practice is to track bills that will have an impact, or potential impact, on a client. Consultants send weekly reports that update the activity of those bills as well as weekly (and then twice weekly near the end of the Session) reports of upcoming committee hearings and give clients as much notice as we can of those hearings. The team will continue to monitor passed legislation during the 30-day veto period. An end-of-session report will be compiled, which will provide DCTA with a written wrap-up of the Legislative Session's high-points regarding DCTA's areas of interest.

The team makes use of scanners, PDF software, wireless internet access, and high-speed copiers when required by clients and each maintains software capabilities so that we are aware of all relevant hearings, meetings, legislation, and amendments.

### **Dedication of Time**

Mr. Cain and Mr. Burklund bring unique issue expertise, skills, experience, and relationships with members of the Legislative other key decision makers that will help maximize DCTA's opportunity for state legislative, regulatory, and appropriations success. The team recognizes the significant needs of DCTA and the importance of committing the time and bandwidth necessary to achieve the organization's goals. It is a pillar of both of practices that neither Mr. Cain nor Mr. Burklund will take on any client that they are not capable of providing the appropriate level of service for. DCTA would be no exception.

Consultants will monitor all major state governmental activities and facilitate relationships with key legislators, educating them about DCTA's issues and priorities as appropriate, while support staff will help ensure constant communications with DCTA staff and provide other logistical/administrative services as required.

Mr. Cain and Mr. Burklund utilize specialty legislative programs, including Texas Legislative Services/TELICON, which serves as legislative tracking programs and alerts on relevant legislative issues.

### **Summary of the Firm's Organization and Past Experience**

#### **Consultants' area of expertise/strengths beneficial to DCTA:**

It is important that lobbyists understand the nature of local governments, the obligation of being good stewards of tax dollars, and the laws that govern public entities. Unlike other private clients,

the decisions and activities of the local government are open to scrutiny by the public, and in DCTA's case, to their appointing entities. Consultants' past representation of municipalities and their expertise in local government issues drastically reduces any learning curve regarding the history of a particular legislative issue for local governments.

The specialties that Mr. Cain and Mr. Burklund have developed in their representation of governmental entities is unique in the lobby world. Mr. Cain has been representing municipalities since 1991 and has served as an Assistant City Attorney for Dallas. He has a close working relationship with the Texas Municipal League. He has also worked on the Federal level as Legislative Director for U.S. Senator Lloyd Bentsen, as legislative staff for the U.S. Treasury Department, and as General Counsel for the Texas Secretary of State.

Mr. Burklund worked on a range of transportation and municipal issues as General Counsel for the Senate Committees on Transportation and Business & Commerce and also during his time as General Counsel for Dallas Senator John Carona. He engaged with TXDOT regularly, attended Commission meetings and worked directly with Commissioners and their staff members. Adam also holds a Bachelor of Science in Mechanical Engineering from Texas A&M University with a focus on diesel engine design. This background has been very helpful when working on certain transportation-related policy issues.

Consultants combined have over 40 years of experience working in the Legislature/government and over 30 years of lobbying and governmental relations experience.

**The team has extensive experience in transit, transportation issues and transportation funding:**

Mr. Cain has been involved in transportation issues at the State Capitol for more than two decades. He has represented transit agencies (VIA Metropolitan Transit), toll authorities (NTTA), and local governments (Cities of Baytown, Dallas, El Paso, Lubbock and Round Rock).

Mr. Cain has delivered legislative monitoring, advocacy, and communication services to these entities. He has assisted in the preparation of their legislative packages, and provided strategic assistance to Board Members, Councilmembers, and Staff. This includes seeking bill sponsors, monitoring and advocating for legislation, and lobbying for the defeat of detrimental bills. He has also scheduled witnesses, advocated to and polled all appropriate committee members, negotiated between parties, and helped to guide the passage of legislation. He has working relationships with the House budget director, Governor's budget director, transportation policy advisors for the Governor, Lt. Governor and Speaker's office, and the Governors' chief of staff, among many others. The House Committee on Transportation and the Senate Committee on Transportation are committees that Consultants have worked with frequently. Consultants have good working relationships with the Chairmen and members of both committees. Consultants have also worked closely with both the House Appropriations Committee and the Senate Finance Committee and have excellent relationships with both members and staff.

Consultants' long working relationship with these key committees, and their members and staff, provides access to the decision-makers important to DCTA and can help assure that the concerns of DCTA's staff and Board are heard.

**Successes in recent years:**

**TRANSPORTATION LEGISLATION**

- Passed legislation exempting Chapter 451 transit authority (VIA) from the State motor fuel tax for transportation of students.
- Passed legislation allowing Chapter 451 transit authority (VIA) to issue 10-year revenue bonds on fare box receipts.
- Passed legislation to conform point of origin sales-and-use tax law governing small retailers in transit districts with laws governing retailers in other taxing jurisdictions.
- Passed design-build legislation recognizing a bus rapid transit system as a single integrated project, allowing the transit entity to use the design build for system improvements in multiple locations, therefore allowing more efficient project delivery.
- Amended statute to establish a regional toll authority enforcement approach that includes tolling services agreements (toll enforcement on managed lanes).
- Worked with other transportation and business advocates to pass Proposition 1 in 2014 and Proposition 7 in 2015, resulting in the largest increase in transportation funding in the history of the state.

**APPROPRIATIONS SUCCESSES**

- Successfully lobbied to obtain \$26 million for a multi-institutional teaching center through the legislative appropriations process.
- Helped a health care program obtain \$5 million supplemental funds through the legislative appropriations process.
- Helped obtain funds for an urban search and rescue team through the legislative appropriations process.
- Guided a municipality in obtaining over \$3 million funding for homeless housing through the legislative appropriations process.
- Successfully included a rider in the state budget cutting in half (\$1.5 million) the biennium amount beyond the funding needed to run the Commission on Fire Protection that cities and fire departments are required to pay for firefighter certifications.
- Assisted 4 municipalities in changing the state tax code to help build a convention center hotel.
- Lobbied to broaden the authorized uses for hotel occupancy taxes by a municipality.
- Was instrumental in amending statutes to allow formation of statewide mutual aid system in disaster and emergency situations.

**Previous Legislative Assignments**

**Experience in working on transportation issues, including public transportation**

Descriptions of the most significant transportation legislation:

**2019– 86th Legislative Session**

**North Texas Tollway Authority (NTTA)**

**HB 1951**

This bill would have revised regulation of comprehensive development agreements (CDAs), requiring voter approval; would have repealed several provisions regarding state, county, and regional toll billing and enforcement; and replaced those provisions with toll regulations applicable to more than one type of toll project.

**HB 2899--** applies to a contract for the construction or repair of a road or highway owned or operated by the Texas Department of Transportation (TxDOT), a regional tolling authority, a regional mobility authority, a transportation corporation, or certain counties to extend or expand that road or highway, including:

- an improvement to relieve traffic congestion and promote safety;
- a bridge, tunnel, overpass, underpass, interchange, service road ramp, entrance plaza, approach, or tollhouse; and
- a parking area or structure, rest stop, park, or other improvement.

The contractor would not be liable for any damage caused by a defect in project specifications or the errors, omissions, or negligent acts of a governmental entity or contracted third party entity in the rendition or conduct of professional duties related to the specifications.

## **2017– 85th Legislative Session**

### **TxDOT sunset bill – SB 312**

- Continue the Texas Department of Transportation (TxDOT) for 12 years to allow the department to stabilize and focus on successfully implementing major ongoing improvement efforts.
- Require TxDOT to adopt one clear set of overall transportation system goals and measures to consistently carry through all planning documents to clearly articulate its vision for the future, measure progress, and be held accountable.
- Require TxDOT to publish an analysis illustrating the link between funding decisions in the Unified Transportation Program and progress toward overall transportation goals to fill an important information gap needed to understand the impact of the commission’s funding decisions.
- Require TxDOT to create a prominently displayed online dashboard report clearly communicating the adopted goals for Texas’ transportation system and regularly updating progress toward meeting them.
- Require TxDOT to evaluate a project’s strategic need before and separately from other factors when selecting and prioritizing projects to ensure focus on projects with the greatest potential impact on transportation goals.
- Require TxDOT to clarify roles and responsibilities of the department and planning organizations through a rulemaking process to ensure effective collaboration in using significant new funding.
- Require TxDOT to adopt rules streamlining and clarifying public information requirements relating to changes to the Unified Transportation Program to promote more meaningful public engagement.
- Require a public hearing for projects that substantially change the layout or function of a connecting roadway or existing facility, including the addition of managed lanes, high-occupancy vehicle lanes, bicycle lanes, bus lanes, and transit lanes.

## **2015– 84th Legislative Session North Texas Tollway Authority (NTTA)**

**HB 2549**—amends NTTA’s enabling statute, Texas Transportation Code Chapter 366, to implement various customer and billing process-related changes, including:

- Establishes a regional toll enforcement approach that includes tolling services agreements (toll enforcement on managed lanes).
- Creates a 25-day customer payment period—a reduction from the currently mandated 30-day period to allow for predictable monthly billing.
- Adds language that clarifies judicial discretion and eliminates indigency language at the request of Justices of the Peace leadership. Indigency language was removed due to the lack of a defined, single standard in existing law.
- Allows for paperless, electronic billing notification option for ZipCash customers.
- Aligns annual report due date with availability of audited financial date.

### **HB 1394 -Contiguous County Advisory Committee Bill**

Key points of HB 1394 include:

- Creates a path to membership for new counties with NTTA projects within their borders.
- If a non-member county with an NTTA project within its borders reaches 4% of the NTTA’s region’s population and represents 4% of NTTA’s electronic transactions, that county would be authorized to receive a single seat on the NTTA board.
- Codifies the Contiguous County Advisory Committee.
- Strikes the second Board seat for any new member counties.

### **SB 57 - Privacy Bill**

Key points of SB 57 include:

- Protects all ZipCash and TollTag user account data from public disclosure.
- Does not affect the ability of law enforcement or the judiciary to request information.

## **2007 – 80th Legislative Session VIA Metropolitan Transit**

**Motor Fuel Tax--SB 936** by Van de Putte relating to motor fuel tax credits for certain metropolitan rapid transit authorities providing public school transportation services to a school district. This legislation exempted VIA from the State motor fuel tax for transportation of approximately 756,237 students, annually.

Bill language from SB 936 was adopted as Senate floor amendment by Van de Putte and incorporated into HB 3314 by Keffer. **Signed by the Governor, earliest effective date June 15, 2007.**

**Point of Sale – Sales Tax--HB 142** by Jackson, relating to imposition of local sales and use taxes on items shipped or delivered from one transit authority to another transit authority by



certain retailers; and **SB 741** by Carona relating to imposition of local sales and use taxes on certain taxable items shipped outside a transit authority.

Changed the way VIA sales tax is collected. Collection will be at the point of sale, instead of where the item is delivered. This makes the collection of the VIA sales tax in line with all other sales tax collected.

**HB 142 was amended with SB 741 language. Signed by the Governor June 15. Earliest effective date September 1, 2007.**

*Additionally, this same bill language was **adopted as Senate floor amendment and incorporated into SB 2015** by Duncan relating to the consummation of sales for purposes of the computation of local sales and use taxes.*

**Revenue Bonds--SB 1074** by Wentworth relating to short-term revenue bonds in certain metropolitan rapid transit authorities. Allows VIA to issue ten (10) year revenue bonds on fare box receipts. Previously could only issue for one (1) year.

**Signed by the Governor May 14, earliest effective date May 14, 2007.**

**Design Build--HB 1886** by Callegari relating to the procurement methods of certain political subdivisions and certain other entities for the construction, rehabilitation, alteration or repair of certain projects.

Floor amendment by **Representative Puente recognizing a bus rapid transit (BRT) system as a single integrated project.**

**Signed by the Governor June 15, earliest effective date September, 2007.**

**Bus Use Emergency Shoulder--SB 132** by Wentworth relating to the establishment and operation of a motor bus-only lane program; **HB 1081** by Straus relating to the establishment and operation of a motor bus-only lane program

Would have allowed VIA buses to use the highway shoulders, where feasible, when traffic slowed to 35 mph or less per the Senate Transportation and Homeland Security Committee's substitute.

Passed the Senate March 27; Reported from the House Transportation Committee as substituted May 10; Set on the House Calendar for May 22. Did not pass.

**Sales Tax Cap Removal--HB 2084** by Hill relating to sales and use taxes by certain municipalities.

Would have provided that transit district sales taxes of up to one percent do not count against the two-percent local sales tax cap in a city located wholly or partly in:

- (1) one or both of two contiguous counties each of which has a population of one million or more; or
- (2) a county contiguous to one of the counties described in (1).

Reported from the House Local Government Ways and Means Committee on April 16; was not set on House Calendar.

**SB 257** by Carona relating to limitations on the combined rates of transit and other local sales and use taxes.

Would have exempted most mass transit sales taxes from the two-percent cap on local option sales taxes. Action pending in the Senate Finance Committee May 3.

***SB 257 was adopted as Senate floor amendment by Corona and incorporated into HB 2510 by Martinez. Upon HB 2510's return to the House, a point of order was sustained. HB 2510 returned to the Senate and both floor amendments adopted previously, including Corona's incorporation of SB 257, were reconsidered and withdrawn.***

**Fare Jumping--HB 2715** by Castro relating to the enforcement of fares imposed for the use of certain public transportation systems.

Allows VIA to outsource to peace officers the enforcement of prepaid fares for the bus rapid transit (BRT) system currently being developed. Transit authorities with a ticketing system requiring passengers to buy a ticket from a kiosk prior to boarding usually have enforcement personnel in the area to ensure that people are prepaying. However, VIA does not have enough personnel to handle this job so it will need to be outsourced to local peace officers. **Signed by the Governor June 15, earliest effective date June 15.**

**Restricted Access Bus Right-of-Way--HB 1798** by Martinez Fischer relating to restricted access to metropolitan transit authority right of way.

Created criminal penalties for certain vehicles that use or block the designated right of way of a Metropolitan Transit Authority using a bus rapid transit (BRT) system. **Signed by the Governor June 15. Earliest effective date September 1.**

**Vehicle Registration for Public Transit--HB 3962** by Castro relating to an optional county fee on registration of a vehicle to fund facilities enhancing pedestrian and bicycle safety.

Reported as substituted from the House County Affairs Committee April 25; Set on the House Calendar for May 10. Did not finally pass.

## **2005 - 79<sup>th</sup> Legislative Session**

### **City of Round Rock**

HB 2661 (Krusee/Ogden) was signed by the Governor (effective September 1, 2005). This bill allows cities to use the Competitive Seal Proposal alternative for certain "horizontal projects," mainly streets and roads projects up to \$1,500,000. Previously under the law, these types of projects were required to be awarded only to the lowest responsible bidder, through the competitive bid process.

## **2003 – 78<sup>th</sup> Legislative Session**



**North Texas Tollway Authority (NTTA)**

Mr. Cain represented the NTTA agency in helping to secure appropriations approval for DPS troopers to patrol the roadways operated by NTTA.

**1999 – 76<sup>th</sup> Legislative Session**

**City of El Paso**

Mr. Cain represented the city in helping to pass a bill that will allow for cities to create an intermodal transportation hub to stimulate economic development. Tex. Loc. Gov't. Code 380.001.

**1997-1999 – 75-76<sup>th</sup> Legislative Session**

**City of Dallas**

Mr. Cain worked with the City to retain legislation allowing Dallas Area Rapid Transit (DART) system to continue in operation.

**2001 to present**

Mr. Cain has worked with the NTTA to monitor and affect transportation legislation that would affect the agency.

### **TAB 3: DCTA SPECIFIC ISSUES**

Consultants believe that this is an exciting and opportune time for the legislature to focus on transit and transit funding solutions. Transportation advocates are acutely aware that additional tools and resources are needed to fully resolve funding and congestion problems. The Governor and TxDOT Commissioners have focused on congestion relief. Recently, there have been discussions about changing Texas' transportation funding philosophy. With the potential for a budget surplus next session and the ongoing population boom, coming sessions should bring renewed focus on transit and other transportation alternatives. Changes in technology should be favorable to integrating transit systems into seamless, multimodal mobility options. Also, the pandemic has changed how people go into the office, and traffic patterns in urban areas have been disrupted and mobility behaviors are evolving. Projected population increases for Denton County are dramatic, and this will result in increased public transportation needs. If the price of gasoline continues to increase, this will affect public transit as well. Autonomous vehicles, multimodal transportation with mobility hubs, ticketless travel using smartphones, last-mile connections are all on the menu for possible legislation in the future. The Mobility as a Service concept will only increase as legislators are asked to look at its various forms.

One specific example of an opportunity for positively impacting the legislative outcome for DCTA is to closely monitor and engage on state budget riders early in the process. In the 2019 legislative session, the state budget contained a rider regarding congested road segments that directed TxDOT to expend necessary funds to prominently post, no later than November 1, the top 100 congested road segments on its website and: a congestion mitigation plan drafted in coordination with the local Metropolitan Planning Organization which shall include, when appropriate, alternatives to highway construction; and a quarterly update of the current status in completing the mitigation plan for each road segment.

DCTA should monitor the TxDOT Legislative Appropriations Request and Exceptional Items list for the 2023 state budget. This includes changes to funding program line items (amending, addition, or removal of program funding line items), and changes to TxDOT riders (amending, addition, or removal of riders from the budget).

### **Strategy Outline**

Mr. Cain and Mr. Burklund propose the following work plan to capitalize and build on the transit momentum and the strides that transportation advocates have made over the past few sessions.

#### *Development of DCTA Legislative agenda*

- Begin development of the DCTA legislative agenda with DCTA staff and leadership to discuss and prioritize identified needs and legislative goals.
- Identify funding needs, opportunities and strategies.
- Communicate with Legislators and staff regarding the feasibility of passage of various issues while the priorities are being formulated.
- Identify sponsors and work with their staff to draft DCTA legislation.
- Lobby members and staff to support the DCTA position.

### *Interim Activities*

- Visit with Delegation, Committee Chairs, as well as key members and staff to educate them about DCTA, its projects and successes
  - Prepare collateral materials, as necessary, to brief key Members and staff of DCTA's progress and activities
  - Coordinate briefings and maintain relationships with the Delegation and key Committee members
- Monitor interim committee activities focusing on issues impacting DCTA, including the following committees:
  - House Transportation Committee
  - Senate Transportation Committee
  - House Appropriations Committee
  - Senate Finance Committee
  - TxDOT Commission
  - Public Transit Advisory Committee
- Monitor Transportation agencies to determine future funding opportunities and issues of mutual interest to DCTA, including the Texas Transportation Commission, Dallas Area Rapid Transit (DART), The Metropolitan Transit Authority of Harris County (Houston METRO), Capital Metro, and the Texas Transit Association
- Identify and coordinate with organizations supporting DCTA's position or sharing common issues
- Monthly reports to DCTA and periodic presentations to DCTA Board to ensure regular communication all activity by Consultants

### *Legislative Session Activity*

#### *Tracking and Monitoring*

- Monitor all filed legislation and identify bills and amendments that may be of impact to DCTA, including any legislation affecting Chapter 460, the transit industry, or transportation funding, in general
- Chapters 451 & 452 of the Transportation Code affecting other transit agencies
- Create a customized bill tracking matrix for DCTA that includes analysis of legislation of interest
- Provide a weekly tracking report, or more often as necessary, whenever action is taken on legislation of interest to DCTA
- Attend all key transportation committee hearings and report any discussion that is of interest to DCTA or the transit industry
- Provide regular updates to the DCTA Board of Directors to ensure they are informed of all legislative activities

#### *Proactive Legislation*

- Secure sponsors and develop strategy for successful passage of DCTA legislative agenda
- Draft proactive legislation or amendments
- Identify and coordinate with organizations supporting DCTA position or sharing common issues;
- Develop committee support and organize floor action;

- Work with the Governor's staff to secure signing of bills passed by the legislature.
- Develop committee support and a floor strategy
- Prepare bill amendments, draft testimony, schedule witnesses
- Work with the Governor's staff to secure signing of bills passed by the legislature
- Prepare a presentation to the DCTA Board of Directors at the conclusion of the session which will provide a "report card" outlining performance on the adopted DCTA Legislative Agenda

*Adverse Legislation*

- Develop a strategy to defeat unanticipated negative legislation and amendments filed or offered during the session
- Identify groups, legislation or amendments detrimental to DCTA or its projects
- Advance DCTA's legislative interests early and attempt to address opposition's concerns to avoid legislative battles
- If opposition concerns cannot be addressed, prepare a strategy to defend against any adverse legislation

*Executive Agency outreach*

- Brief TxDOT Commissioners and staff on DCTA priorities and facilitate meetings with DCTA Board and staff as necessary
- Keep TxDOT informed of DCTA planning and grant activities
- Assist DCTA with pending applications, special projects or other issues that arise at TxDOT

## **TAB 4: REFERENCES**

### **Arturo E. Ballesteros**

Director of Government Affairs  
North Texas Tollway Authority  
Supervisory liaison at NTTA for Mr. Cain  
(214) 224-2287 office  
[ABallesteros@ntta.org](mailto:ABallesteros@ntta.org)

### **James McCarley**

Governmental Relations Consultant  
Executive Director Emeritus,  
Dallas Regional Mobility Coalition  
Worked closely with Mr. Cain on various North Texas transportation issues since 1991  
Plano, TX  
[ccu9@airmail.net](mailto:ccu9@airmail.net)  
(214) 632-5019

### **Barbara Salyers**

Director, Legislative and Regulatory Affairs,  
Texas Mutual Insurance Company  
Former Chief of Staff for Dallas Senator John Carona and worked closely with Mr. Burklund  
throughout his tenure with the Senator  
[barbarasalyers@texasmutual.com](mailto:barbarasalyers@texasmutual.com)  
(512) 413-2882

## **TAB 5: PRICING**

Based upon the scope of work outlined in the RFP, we propose a monthly retainer for our combined services of \$8 ,000 per month with allowable monthly expenses for relationship development not to exceed \$200 per month without prior approval. Relationship development expenses would only be used in accordance with a policy agreed-to by DCTA. Only preapproved travel will be billed to DCTA and any other exceptional expense would only be incurred with prior approval.

This retainer includes all ordinary expenses and the services of all personnel listed in this response.

## **TAB 6: ATTACHEMENTS**

Resumes for Mr. Cain and Mr. Burklund are included with this Proposal.

EVALUATION SCORE SHEET - CONSENSUS AVERAGES  
DCTA REQUEST FOR PROPOSAL 22-02 State Legislative Consultant

	MAX PTS	Randy C. Cain, Attorney at Law, & Burklund Consulting, LLC	Capitol- Insights, & Bird Advocacy?	Ancira Strategic Partners LLC	Texas Lobby Partners LLP
TOTAL SCORE	100	85.83	83.63	69.63	64.33





## Board of Directors Memo

June 23, 2022

**SUBJECT:** Consider Approval of City of Denton Fiscal Year (FY) 2022 Transportation Reinvestment Program (TRiP) Call for Projects Grants

### **Recommendation**

Staff recommends the Board approve the Member City Fiscal Year 2022 TRiP Grant Awards as presented.

### **Background**

TRiP provides financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. The program aligns the DCTA mission of "improving mobility, air quality, economic development and livability" within the DCTA service area and Denton County at large.

Nine TRiP funding applications were received from the City of Denton. The applications centered on improving and connecting pedestrian/bicycle connections within the DCTA service area and all projects were found to meet or exceed the minimum project eligibility requirements and support DCTA's Long-Range Service Plan goals. No applications were received from the City of Highland Village or the City of Lewisville.

Upon review, the Denton County Transportation Authority (DCTA) determined that all nine City of Denton Transportation Reinvestment Program (TRiP) applications meet or exceed the minimum project eligibility requirements specified in *Resolution R20-22* and support DCTA's Long-Range Service Plan goals. Board approval of this item enables staff to develop and execute subsequent Reimbursement Agreements with the City of Denton.



## Financial Impact

FY22 member city funding allocations and FY21 rollover amounts with FY22 City of Denton recommended grant approvals applied are shown in the following tables.

FY21 TRIP Program Allocation and Awarded Grant Obligations

	CITY OF DENTON	CITY OF HIGHLAND VILLAGE	CITY OF LEWISVILLE	Total
FY21 Funding Allocation	\$3,424,946	\$379,591	\$3,837,597	\$7,642,134
FY21 Obligation - City of Denton	\$2,517,977			
FY21 Obligation - City of Highland Village		\$288,794		
FY21 Obligation - City of Highland Village			\$2,591,375	
FY21 TRIP Program Rollover	\$906,969	\$90,797	\$1,246,222	\$2,243,988

FY22 Adopted TRIP Budget to Include Member City Allocations with FY21 Program Rollover

	General Administrative Tasks	CITY OF DENTON	CITY OF HIGHLAND VILLAGE	CITY OF LEWISVILLE	Total
FY22 Funding Available to Cities		\$ 3,074,578	\$ 324,900	\$ 3,619,951	\$ 7,019,429
FY21 Rollover		\$906,969	\$ 90,797	\$ 1,246,222	\$ 2,243,988
Program/Project Administration	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Member City Allocation	\$ 100,000	\$ 3,981,547	\$ 415,697	\$ 4,866,173	\$ 9,363,417

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FY22 Adopted TRIP Budget With FY21 Program Rollover (City of Denton)

FY22 Funding Available to City of Denton	\$ 3,074,578
FY21 TRIP Program Rollover	\$ 906,969
<b>TOTAL ALLOCATION</b>	<b>\$ 3,981,547</b>

City of Denton FY22 TRIP Applications Recommended for Approval

ID	Project No.	Project	Proposed TRIP Funding
D-7	1	Mayhill Road Extension Ph. 2	\$ 592,500
D-8	2	SED-A Street Bundle	\$ 82,500
D-9	3	SED-B Street Bundle	\$ 228,750
D-10	4	UPRR Quiet Zone Pedestrian Improvements	\$ 568,578
D-11	5	Loop 288 Sidewalks	\$ 360,000
D-12	6	Downtown Sidewalks	\$ 1,089,750
D-13	7	Morse Street-On Street Trail	\$ 152,500
D-14	8	A-train to UNT Bike Path	\$ 88,490
D-15	9	All-Walk Crosswalk Construction	\$ 817,510
	<b>TOTAL</b>		<b>\$ 3,980,578</b>

<b>Denton Remaining FY22 Balance</b>	<b>\$ 969</b>
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<b>Lewisville Remaining FY22 Balance</b>	<b>\$ 4,866,173</b>
<b>Highland Village Remaining FY22 Balance</b>	<b>\$ 415,697</b>

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**Exhibits**

Exhibit 1: Adopted TRiP Policy

Submitted By:   
Tim Palermo, Planning & Data Analytics Manager

Approval:   
Paul A. Cristina, Interim Chief Executive Officer

## DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

### I. POLICY STATEMENT

The Denton County Transportation Authority (DCTA) Transportation Reinvestment Program (TRiP) policy objective is to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA's Long-Range Service Plan goals. TRiP funding will be apportioned to DCTA member cities in proportion to each city's net half-cent sales and use tax collection for the previous fiscal year, as published by the Texas Comptroller's Allocation Payment Detail. Total program funding levels and allocation formula are detailed in Section III. DCTA will distribute funds to member cities for eligible projects consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V.

### II. SCOPE

TRiP is a five-year policy, with its first funding cycle beginning in 2021. Each year, DCTA will establish TRiP funding levels following an audit of the previous fiscal year's net available balance and in accordance with the TRiP policy. DCTA will issue a call for projects in January of each calendar year. Continuation of the policy beyond the initial five years would require DCTA Board reapproval. In the event the Board does not re-approve subsequent years, the policy will expire after the five-years and any unobligated funds shall revert to DCTA cash reserves.

Funds will be available to DCTA member cities, including Denton, Highland Village and Lewisville. A municipality which becomes a participating member of DCTA, under the provisions of Section 460.302 Texas Transportation Code, will become an eligible recipient of DCTA TRiP funding in the next fiscal year following collection of a transit sales and use tax.

### III. FUNDING

The annual TRiP budget will be equal to 15 percent of DCTA's net available fund balance from the previous fiscal year. In addition, DCTA will authorize a one-time program startup amount of \$2,000,000 to be transferred from the Capital/Infrastructure Reserve to a dedicated TRiP project line within the FY2021 budget. Annual program contributions may be amended as necessary through Board amendment of the TRiP policy.

Funding for each member city will be allocated based on the following formula:

$$= 95\% \times \text{Annual Program Budget} \left( \frac{\text{Individual member city sales tax collection, prior FY}}{\text{Total all member cities sales tax collection, prior FY}} \right)$$

Actual cost up to and not to exceed five percent of the annual program budget shall be set aside for DCTA program administration, including project selection, monitoring and financial reporting, and 95 percent split among member cities proportional to sales and use tax receipts, as estimated by DCTA financial staff, for the previous fiscal year. Prior to award of the TRiP projects, DCTA staff will present anticipated TRiP administrative costs for Board approval. Unspent administrative budget shall be returned to TRiP reserve balances.

Multiple municipalities may pool their allocated amounts to allow more flexibility in financing larger, mutually beneficial projects. Member cities could accrue allocated funds each fiscal year in order to fund a larger project. Funds remain with DCTA, designated to each member city,

## DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)

until dispersed to an approved project. Funds will remain with DCTA until reimbursements have been made to the member city for an approved project. Unobligated funds designated to each member city may rollover for up to three years.

### IV. ELIGIBLE PROJECTS

To be eligible for TRiP funding, a project must be consistent with DCTA's enabling legislation, Chapters 431 and 460 of the Texas Transportation Code, and project selection criteria specified in Section V. Projects funded through inter-local agreement must be authorized under and consistent with the provisions of Texas Local Government Code 791: Interlocal Cooperation Contracts.

A key provision of Chapter 460 regarding DCTA expenditures is that they be consistent with and beneficial to the locally adopted Long-Range Service Plan goals. Projects eligible for TRiP funding should demonstrate support of these formally adopted goals. Eligible projects are shown in **Attachment A**.

In addition to serving Long-Range Service Plan goals, projects eligible for TRiP funding should be clearly defined and financially sound. Well defined capital/expansion projects will facilitate a reliable design-build cost estimate. Cost estimates for maintenance of assets should be based on recent similar maintenance projects or bids/solicitations where available. Planning and preliminary design costs may also be eligible for projects that support DCTA's long range goals.

Eligible project types may be amended as necessary through a DCTA Board amendment of the TRiP policy. Adoption of an updated DCTA Long-Range Service Plan update may trigger Board action if amendments to TRiP project criteria are needed to ensure consistency with updated Long-Range Service Plan goals.

### V. PROJECT SELECTION

Eligible member cities must submit a written application for funding. The application shall include, at minimum: a project description, project limits and boundaries, proposed or engineering based capital cost estimates, requested funding amount, identification of additional funding sources (if applicable), proposed schedule for the project, and a description of how the project would support DCTA Long-Range Service Plan goals. A sample project application is provided in *Attachment A*.

Applications will be submitted within 90 days of the DCTA Call for Projects. However, member cities may submit their applications sooner. DCTA staff will have 30 days to review the application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

In subsequent years, should a member city have a project that timing would necessitate an application prior to the call for projects, a city may submit an application for pre-award

## **DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

authority. Any cost difference between the member city's allocated funding for that year and the project cost, would be borne by the member city.

DCTA staff will have 45 days to review the pre-award authority application to determine minimum project eligibility or request more information. Subsequent to completing the review, if no additional information was requested, the application will be placed on the agenda for the next regularly scheduled DCTA Board of Directors meeting for consideration. Following the review of each application, the DCTA Board will lead the approval and award process.

At a minimum, projects must meet the following criteria to be eligible for DCTA funding:

- Project limits located primarily within the DCTA service area, the geographic boundaries of DCTA member cities, or within a quarter mile of any A-train Station or DCTA fixed bus route.
  - Projects that extend beyond this area should identify extra-territorial costs and alternate funding sources for the portion of costs not eligible for TRiP funding
- Clear and defensible nexus to DCTA Long-Range Service Plan goals
- Financially Sound
  - Requested capital funding does not exceed the member city's TRiP allocation, or
  - Funding sources have been identified for project costs exceeding the requested amount

In the event a member city submits multiple projects for consideration whose total costs exceed the member city's balance of available funds, additional project criteria may be considered to narrow the selection. These additional criteria may include percent cost sharing, ability to leverage additional federal funding, project timeframe, and demonstrated ability to meet multiple Long-Range Service Plan goals. Projects meeting minimum selection criteria may be deferred to a future year in the event of funding limitations.

### **VI. DISBURSEMENT**

Based on the requested funding amount and as part of the Board approval packet, DCTA staff will recommend a schedule for TRiP funding disbursement which may be lump sum, quarterly, or annually.

Once approved by the DCTA Board, the approved funding becomes programmed to the project. That programmed amount is deducted from the available apportionment as an obligation. Funds will be allocated in accordance with the approved schedule, including lump-sum, quarterly or annually. In no case, will disbursements be made until the project eligibility requirements have been met and formal approval by the DCTA Board has been made. DCTA disbursement of payment to member cities for eligible project expenses will occur after an expense has been incurred as a reimbursement.

For capital assistance projects, member cities shall provide DCTA with a project status report and current financial records for each approved project. The status report shall be submitted on an annual basis (consistent with recommended disbursement schedule), and will include:

- Project identifier
- Approved project budget
- TRiP funds programmed for the project



## **DENTON COUNTY TRANSPORTATION AUTHORITY TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

- Expenses incurred
- Percentage completion

At project completion, in the event that final project accounting or audit reveals that TRiP funding was not expended in a manner consistent with program requirements, or that the final project cost was less than the approved TRIP funding, those unspent funds shall be returned to DCTA and remain available in the apportionment for reprogramming to the eligible city. Unspent dollars shall be available to the eligible city up to three years for reprogramming and will be in addition to, any future allotments.

DCTA does not assume or incur any liability, obligation or financial responsibility for a contract between an eligible city and a contractor, employee or agent for an approved project or any liability for a result, occurrence, injury or damages resulting from or caused, directly or indirectly, by an approved project.

### **VII. PERFORMANCE EVALUATION AND REPORTING**

Eligible cities shall maintain accurate books and records of all approved projects. Cities will maintain separate records for each approved project including project budgets, budget amendments, revised budget balances, expenditures to date, change orders, cost to complete, and TRiP funding received to date. DCTA maintains the right to audit a city's books to ensure that TRiP funding is applied in accordance with the program criteria. Cities also maintain the right to audit DCTA's books to ensure that the funding allocations and disbursements are in accordance with these guidelines and other applicable laws.

In addition to financial records, member cities will provide to DCTA an annual status report for each funded project detailing the activities completed to date, schedule updates, and any foreseeable issues or challenges. Additional performance monitoring criteria may be established for larger disbursements or on-going programs funded through TRiP.

DCTA may reconfirm performance goals (established in coordination with the member cities) intended to demonstrate the project's ability to support Long-Range Service Plan goals. DCTA will report quarterly to the Board on the status of the TRiP fund, including amounts apportioned, amounts programmed, amounts disbursed to member cities, and the amount remaining for each city. Quarterly staff reports will also include a summary of significant milestones and performance goals.

### **VIII. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the project selection process shall refrain from personal business activity that could conflict with the proper execution and management of the TRiP or that could impair the ability to make impartial decisions. Employees and Board members shall disclose any material interests potentially affected by any of the projects submitted.

Procedures when identifying a potential conflict of interest will comply with Chapter 171 of Texas Local Government Code regarding conflicts of interest. If an officer or employee involved in the project selection process has a substantial interest in a business entity or in real property,

**DENTON COUNTY TRANSPORTATION AUTHORITY  
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

that person must file an affidavit stating the nature and extent of the interest and abstain from further participation.<sup>1</sup>

**IX. SUBJECT TO AUDIT**

DCTA 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 error, misrepresentation, or oversight. A formal annual review of these internal controls as well as disbursements and receipts associated with the Transportation Reinvestment Program will be performed by an independent auditor. Results of the audit shall be reported to the Board.

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<sup>1</sup> Legal exceptions and situations not requiring abstention should be reviewed and documented with DCTA counsel.



**DENTON COUNTY TRANSPORTATION AUTHORITY  
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

**ATTACHMENT A – SAMPLE PROJECT APPLICATION**

**PROJECT NAME:**

**PROJECT SPONSOR:**

☐ Denton

☐ Lewisville

☐ Highland  
Village

**PROJECT DESCRIPTION:**

**GEOGRAPHIC  
LIMITS/BOUNDARIES:**

**REQUEST FOR CAPITAL**

**LEVEL OF DESIGN:**

**PROJECT COST:**

**FUNDING REQUEST:**

**ESTIMATED PROJECT  
COMPLETION DATE:**

**ADDITIONAL INFORMATION:**

**DENTON COUNTY TRANSPORTATION AUTHORITY  
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

**IN THE SECTION BELOW, PLEASE INDICATE HOW THE PROPOSED PROJECT  
SUPPORTS DCTA LONG-RANGE SERVICE PLAN GOALS**

☐ Increase service efficiency and reliability

☐ Increase service effectiveness for DCTA  
customer

☐ Increase the visibility and elevate the image  
of DCTA

☐ Expand DCTA services into areas where  
transit has a strong likelihood of success

☐ Coordinate with regional transportation  
providers

☐ Pair transit facilities to existing and planned  
transit-supportive development

☐ Advocate sustainable development practices  
that support transit

☐ Strive for financial excellence by maintaining  
fiscally sound and sustainable financial plans  
and budgets that reflect community priorities and  
values

**DENTON COUNTY TRANSPORTATION AUTHORITY  
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

**THIS SECTION TO BE COMPLETED BY DCTA STAFF**

Transportation Reinvestment Program Project Identifier: \_\_\_\_\_

- ☐ Meets minimum project eligibility requirements
- ☐ Multiple project selection

Rank: \_\_\_\_\_

Initial Member City Transportation Reinvestment Program Balance: \_\_\_\_\_

Recommended Project FY \_\_\_\_\_ Programmed Amount: \_\_\_\_\_

Remaining Member City Balance: \_\_\_\_\_

Recommended Disbursement Schedule:

- ☐ Lump Sum
- ☐ Quarterly
- ☐ Monthly
- ☐ As defined through Inter-local Agreement

**PLEASE ATTACH PROJECT COST BACKUP. ACCEPTABLE COST BACKUP FOR CAPITAL PROJECTS INCLUDES PROJECT DRAWINGS, DESIGN SHEETS, COST WORKBOOK, OR BID SHEET. FOR SERVICE REQUESTS, PLEASE INCLUDE A SUMMARY OF DISCUSSIONS WITH DCTA SERVICE PLANNING STAFF OR AN ESTIMATE FROM AN ALTERNATE TRANSPORTATION SERVICE PROVIDER.**

**DENTON COUNTY TRANSPORTATION AUTHORITY  
TRANSPORTATION REINVESTMENT PROGRAM (TRiP)**

**ATTACHMENT A**

<b>Improvement Type</b>	<b>Restrictions</b>
<b>Transit Stop Amenities</b>	Along existing or planned DCTA fixed routes
<b>Sidewalks</b>	Within one mile and/or along existing or planned DCTA fixed routes/demand response zones
<b>Crosswalks/Median Island</b>	Within one mile and/or of planned DCTA fixed routes/demand response zones
<b>Bike/Ped Trail Connections</b>	Provides connection to existing or planned transit network
<b>Bus Bulb Out/Turning Pocket</b>	N/A
<b>Transit Lane</b>	N/A
<b>Bike Lane (on-street)</b>	N/A
<b>Other Lane reconfiguration</b>	Must serve a transit-related purpose
<b>Traffic Calming</b>	N/A
<b>Landscaping/streetscaping</b>	Along existing or planned route DCTA fixed routes/on-demand response zones
<b>Street lighting/ Other public safety improvements</b>	Along existing or planned DCTA fixed routes/on-demand response zones
<b>Transit Signal Priority (TSP)</b>	Along existing or planned DCTA fixed routes/on-demand response zones
<b>Signal Timing</b>	Along existing or planned DCTA fixed routes/on-demand response zones
<b>Other Intersection improvements</b>	Along existing or planned DCTA fixed routes/on-demand response zones
<b>Street Improvements</b>	Along existing or planned DCTA fixed routes/ on-demand response zones
<b>Shared Parking, Kiss &amp; Ride/Drop-off Zones</b>	Within 500 feet of DCTA stations or facilities
<b>Transit Oriented Development</b>	Planning and site development activities
<b>Transit Adjacent Development</b>	Planning and site development activities
<b>Wayfinding/Placemaking signage</b>	N/A

*Note: all improvements should be consistent with approved local and regional plans, including DCTA's Long Range Service Plan*



## Board of Directors Memo

June 23, 2022

**SUBJECT:** Discuss GoZone Performance, Fare Structure Alternatives, Route Alternatives for Connect Fixed Route Service and Comprehensive Operations Analysis Public Feedback Summary

### **Recommendation**

No Board action required at this time. This is an informational update.

### **Background**

This report will serve as an update on the following topics:

- GoZone Performance
- Fare Structure Analysis and Alternatives
- Route Alternatives for Connect Fixed Route Service
- Comprehensive Operations Analysis Public Feedback Summary

### **Previous Board Activity & Action**

- **October 28, 2021** – Regular Agenda Item 6 – Provide a Report on GoZone Service Performance
- **December 2, 2021** – Regular Agenda Item 5 – GoZone Update
- **January 27, 2022** – Regular Agenda Item 6 – GoZone Update
- **March 7, 2022 (rescheduled February meeting)** – Regular Agenda Item 2 – Mobility Services Update
- **March 24, 2022** – Regular Agenda Item 2 – Mobility Services Update
- **April 28, 2022** – Regular Agenda Item 2 – Discuss Mobility Services Update
- **May 26, 2022** – Regular Agenda Item 1 – Discuss Mobility Services Update

### **Financial Impact**

N/A

### **Exhibits**

N/A

Submitted By:   
Javier Trilla, AVP of Innovation and Information Technology

## Board of Directors Memo

June 23, 2022

**SUBJECT:** Discuss Marketing and Communications Business Engagement, Ridership Campaign, Public Information Officer Coordination Initiative, and Strategic Communications Assessment

### **Recommendation**

This is a discussion item only. No action is required.

### **Background**

Staff will provide an update on marketing and communications efforts. In addition, a request was made during the March 7, 2022, board meeting for staff to present a monthly status report on the agency's communications program, including public outreach, communications, and marketing strategy.

### **Previous Board Activity & Action**

An update was provided to the Board during the May 26, 2022, Board Meeting.

### **Identified Need**

The purpose of this item is to provide the Board with an update on DCTA's communications and public involvement activities. The Board will have opportunity to engage in ongoing dialogue with staff as it relates to communications and public involvement.

Included in this item is a discussion of business engagement, PIO committee, high gas price campaign and communications audit status.

### **Financial Impact**

There is no financial impact for this item.

### **Exhibits**

None.

Submitted By: 

Pamela Burns, Director of Public Involvement and Communications



## Board of Directors Memo

June 23, 2022

**SUBJECT:** Update on Transformation Initiative, Options for Enterprise Resource Planning (ERP) Initiative, and Temporary and Augmented Staff Status and Budget

### Recommendation

This is a discussion item only. There is no recommendation at this time.

### Background

DCTA engaged Accenture to conduct an agency-wide study and work with the Board to develop a set of prioritized initiatives to improve operations, address opportunities, and respond to evolving service industry preferences. DCTA's successful transformation actions to address service and organizational capabilities create a natural transition point from the Transformation Initiative Roadmap. Accenture will provide the Board with an update regarding progress against the Transformation Initiative roadmap of actions and activities.

Selection and implementation of an alternative Enterprise Resource Planning (ERP) solution remains a critical item for DCTA's continued progression. Accenture will review the status of actions completed and discuss options to advance this initiative following selection of the Chief Executive Officer (CEO) and Chief Financial Officer positions.

Finally, the Board authorized the Interim CEO to engage Accenture and Robert Half Account Temps (Robert Half) in April 2022. The purpose of these engagements is to provide DCTA with interim staffing services for Human Resources, Payroll, and Finance & Accounting functions until the agency fills critical roles in these departments. Interim CEO Paul Cristina and Accenture will brief the board on the status of recruiting efforts to-date, activities of the integrated DCTA-Accenture-Robert Half team, as well as actual financial utilization against the Board-approved budget for these services.

### Previous Board Activity & Action

4/28/2022: Board approved financial authority for Interim CEO, Paul Cristina, to execute Task Order with Accenture LLP and agreements with Robert Half Account Temps for Interim Staffing Support Services

### Financial Impact

There is no financial impact.

Submitted By: Chris Newport  
Chris Newport, Accenture



## Board of Directors Memo

June 23, 2022

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 50.93% of Fiscal Year 2022 budgeted revenues. The sales tax budget for FY22 is \$34,191,233. 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.

In April, the Board approved a budget revision, capturing the additional sales tax revenue the agency had received through the month of April. The additional \$1,527,336 was accounted for in the April 2022 financials.

For the month of June, receipts were unfavorable compared to budget due to the additional \$1.5 million that was accounted for in April financials.

- Sales tax for sales generated in the month of April and received in June was \$3,178,508.
- Compared to the same month last year, sales tax receipts are \$339,113 or 11.94% higher.
- This represents a decrease of 23.57% or \$979,963 compared to the revised budget for the month (see note above).
- Member city collections for the month compared to prior year are as follows:
  - City of Lewisville up 4.54%
  - City of Denton up 19.43%
  - City of Highland Village up 15.69%

Based upon year to date receipts the revised estimate for total year-end sales tax receipts is \$38,121,812 and this estimate is being used in the FY 23 budget presentation materials for the Board of Directors.

### Previous Board Activity & Action

There has been no previous Board 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: FY22 Monthly Sales Tax Report

Submitted By:   
Amanda Riddle, Senior Manager of Budget

Final Review:   
David Leininger  
Interim Chief Financial Officer



## DENTON COUNTY TRANSPORTATION AUTHORITY

SALES TAX REPORT  
BUDGET TO ACTUAL AND PREVIOUS YEAR COMPARISON

Sales Generated in Month of:	Received in Month of:	2021-2022 Adopted Budget	2021-2022 Revised Budget	2021-2022 Year Actual	Variance Actual to Original Budget	CY Actual to CY Original Budget % Variance <sup>(A)</sup>	Variance Actual to Revised Budget	CY Actual to CY Revised Budget % Variance <sup>(B)</sup>	2020-2021 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,032,911	\$ 3,032,911	\$ 2,925,241	\$ (107,670)	-3.55%	\$ (107,670)	-3.55%	\$ 2,944,573	\$ (19,333)	-0.66%
November	January	\$ 2,696,417	\$ 2,696,417	\$ 3,097,630	\$ 401,213	14.88%	\$ 401,213	14.88%	\$ 2,617,881	\$ 479,749	18.33%
December	February	\$ 3,457,647	\$ 3,457,647	\$ 3,771,295	\$ 313,648	9.07%	\$ 313,648	9.07%	\$ 3,356,939	\$ 414,356	12.34%
January	March	\$ 2,365,559	\$ 2,429,458	\$ 2,853,426	\$ 487,867	20.62%	\$ 423,968	17.45%	\$ 2,296,659	\$ 556,767	24.24%
February	April	\$ 2,143,386	\$ 2,207,285	\$ 2,703,463	\$ 560,077	26.13%	\$ 496,178	22.48%	\$ 2,080,957	\$ 622,506	29.91%
March	May	\$ 3,470,214	\$ 3,534,113	\$ 3,486,379	\$ 16,165	0.47%	\$ (47,734)	-1.35%	\$ 3,369,140	\$ 117,239	3.48%
April	June	\$ 2,567,236	\$ 4,158,471	\$ 3,178,508	\$ 611,272	23.81%	\$ (979,963)	-23.57%	\$ 2,839,395	\$ 339,113	11.94%
May	July	\$ 2,258,937	\$ 2,322,836			0.00%		0.00%	\$ 3,171,719		0.00%
June	August	\$ 2,663,784	\$ 2,727,683			0.00%		0.00%	\$ 3,583,080		0.00%
July	September	\$ 2,248,852	\$ 2,312,751			0.00%		0.00%	\$ 2,903,336		0.00%
August	October	\$ 2,471,690	\$ 2,535,589			0.00%		0.00%	\$ 2,878,254		0.00%
September	November	\$ 2,712,171	\$ 2,776,072			0.00%		0.00%	\$ 3,346,913		0.00%
YTD TOTAL		\$ 19,733,370	\$ 21,516,302	\$ 22,015,942	\$ 2,282,572	11.57%	\$ 499,640	2.32%	\$ 19,505,545	\$ 2,510,397	12.87%
FISCAL YEAR TOTAL		\$ 32,088,804	\$ 34,191,233						\$ 35,388,847		

<sup>(A)</sup> Formula: YTD Variance Actual to Original Budget/YTD Original Budget<sup>(B)</sup> Formula: YTD Variance Actual to Revised Budget/YTD Revised Budget

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department

Prepared By: Denton County Transportation Authority Finance Department

June 13, 2022

# 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:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance	Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,348,633	\$ 4,067,980	\$ 719,347	21.48%	October	December	\$ 341,390	\$ 409,602	\$ 68,213	19.98%
November	January	\$ 3,755,579	\$ 4,446,756	\$ 691,177	18.40%	November	January	\$ 354,573	\$ 444,066	\$ 89,493	25.24%
December	February	\$ 4,903,701	\$ 5,140,124	\$ 236,424	4.82%	December	February	\$ 503,020	\$ 597,222	\$ 94,202	18.73%
January	March	\$ 3,072,003	\$ 4,004,884	\$ 932,882	30.37%	January	March	\$ 320,412	\$ 355,997	\$ 35,584	11.11%
February	April	\$ 2,971,403	\$ 3,429,615	\$ 458,213	15.42%	February	April	\$ 288,219	\$ 336,599	\$ 48,380	16.79%
March	May	\$ 4,956,466	\$ 4,928,216	\$ (28,250)	-0.57%	March	May	\$ 436,049	\$ 447,417	\$ 11,368	2.61%
April	June	\$ 3,990,693	\$ 4,171,768	\$ 181,074	4.54%	April	June	\$ 353,678	\$ 409,168	\$ 55,490	15.69%
May	July	\$ 6,076,775			0.00%	May	July	\$ 371,973			0.00%
June	August	\$ 5,447,446			0.00%	June	August	\$ 449,307			0.00%
July	September	\$ 4,010,507			0.00%	July	September	\$ 395,735			0.00%
August	October	\$ 3,945,754			0.00%	August	October	\$ 370,264			0.00%
September	November	\$ 4,735,921			0.00%	September	November	\$ 412,047			0.00%
YTD TOTAL		\$ 26,998,477	\$ 30,189,344	\$ 3,190,867	11.82%	YTD TOTAL		\$ 2,597,340	\$ 3,000,070	\$ 402,730	15.51%
FISCAL YEAR TOTAL		\$ 51,214,879				FISCAL YEAR TOTAL		\$ 4,596,666			

CITY OF DENTON					
Sales Generated in Month of:	Received in Month of:	2020-2021 Year Actual	2021-2022 Year Actual	Variance Actual to Prior Year	CY Actual to PY Actual % Variance
October	December	\$ 3,174,573	\$ 3,676,801	\$ 502,228	15.82%
November	January	\$ 3,050,388	\$ 3,708,019	\$ 657,631	21.56%
December	February	\$ 4,149,443	\$ 5,123,779	\$ 974,336	23.48%
January	March	\$ 3,086,526	\$ 3,679,379	\$ 592,852	19.21%
February	April	\$ 2,606,494	\$ 3,844,879	\$ 1,238,385	47.51%
March	May	\$ 4,277,512	\$ 4,711,544	\$ 434,032	10.15%
April	June	\$ 3,557,513	\$ 4,248,744	\$ 691,231	19.43%
May	July	\$ 3,442,340			0.00%
June	August	\$ 4,173,943			0.00%
July	September	\$ 3,845,740			0.00%
August	October	\$ 3,749,030			0.00%
September	November	\$ 4,385,475			0.00%
YTD TOTAL		\$ 23,902,449	\$ 28,993,144	\$ 5,090,695	21.30%
FISCAL YEAR TOTAL		\$ 43,498,977			

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
Prepared By: Denton County Transportation Authority Finance Department  
June 13, 2022

**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%	\$ 30,078,424	\$ 25,050,617	20.07%	\$ 178,364,113	\$ 140,772,091	26.70%
Corpus Christi MTA	0.50%	\$ 3,046,685	\$ 2,979,149	2.26%	\$ 18,747,581	\$ 17,448,248	7.44%
Dallas MTA	1.00%	\$ 63,258,338	\$ 58,080,628	8.91%	\$ 387,363,001	\$ 328,380,444	17.96%
Denton CTA	0.50%	\$ 3,178,508	\$ 2,839,395	11.94%	\$ 19,090,701	\$ 16,560,971	15.27%
El Paso CTD	0.50%	\$ 5,280,205	\$ 4,574,185	15.43%	\$ 31,381,351	\$ 27,059,385	15.97%
Fort Worth MTA	0.50%	\$ 8,565,988	\$ 7,605,493	12.62%	\$ 52,422,640	\$ 44,104,492	18.86%
Houston MTA	1.00%	\$ 78,463,244	\$ 70,422,519	11.41%	\$ 482,151,562	\$ 408,614,040	17.99%
Laredo CTD	0.25%	\$ 885,323	\$ 786,231	12.60%	\$ 5,492,206	\$ 4,675,352	17.47%
San Antonio ATD	0.25%	\$ 7,525,933	\$ 6,669,824	12.83%	\$ 45,874,740	\$ 38,902,123	17.92%
San Antonio MTA	0.50%	\$ 16,656,003	\$ 14,756,428	12.87%	\$ 101,591,202	\$ 85,993,794	18.13%
<b>TOTALS</b>		<b>\$ 216,938,651</b>	<b>\$ 193,764,468</b>	<b>11.96%</b>	<b>\$ 1,322,479,098</b>	<b>\$ 1,112,510,940</b>	<b>18.87%</b>

Sources: Texas Comptroller of Public Accounts and DCTA Finance Department  
 Prepared By: Denton County Transportation Authority Finance Department  
 June 13, 2022



## Board of Directors Memo

June 23, 2022

SUBJECT: Budget Information

### Recommendation

This item is presented for informational purposes only. No action is required.

### Background

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

### Previous Board Activity & Action

There has been no previous Board activity on this item.

### Identified Need

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

### Financial Impact

This item is included for informational purposes only; there is no financial impact associated with this informational item.

### Exhibits

N/A

Submitted By:

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

Amanda Riddle  
Senior Manager of Budget

Final Review:

A handwritten signature in blue ink that reads "David Leininger".

David Leininger  
Interim Chief Financial Officer

## Board of Directors Memo

June 23, 2022

SUBJECT: Monthly Ridership Reports

### Ridership Trends

Exhibits 1-6 provide an overview of total monthly ridership trends across all DCTA services—comparing FY19 against FY20, FY21, and FY22. These exhibits also enable a visual comparison of GoZone and fixed-route ridership reports by route and type of service.

The summary table below shows that May 2022 month-over-month bus trips were substantially below April reported trips (-56.0%) and A-train trips declined by 12.9 percent during the same period. These declines are primarily attributed to the start of UNT summer break, associated seasonal schedule cuts, and aligns with typical seasonality. Conversely, GoZone continued its exceptional growth -- increasing over 14 percent during the same period.

Unlinked Passenger Trips						May 2021- May 2022 % Change
	2021	2022				
	May	March	April	May	Apr-May % Change	
Bus*	23,051	112,652	117,697	51,791	-56.0%	124.7%
Rail	8,750	16,026	16,133	14,056	-12.9%	60.6%
GoZone	n.a.	47,810	47,552	54,391	14.4%	n.a.
TOTAL	31,801	176,488	181,382	120,238	-33.7%	278.1%

\* UNT, Connect, and Non-Connect Fixed Routes

The substantial ridership recovery from the COVID-19 pandemic continues with May 2022 bus ridership being more than twice that of May 2021 levels and recorded A-train boardings being about 60 percent above May 2021. Finally, May 2022 A-train boardings were more than 48 percent greater than overall monthly average A-train boardings (9,453) in FY21 as seen in the table below.

FY 21 A-train Monthly Average Passengers	9,453
May 2022 A-Train Passengers	14,056
<b>Percent Increase (Decrease)</b>	<b>48.7%</b>

**Exhibits**

Exhibit 1: Ridership by Mode – May 2022

Exhibit 2: A-train Year-Over-Year Ridership Comparison

Exhibit 3: Connect and GoZone Ridership by Month and Year

Exhibit 4: Fixed-Route Ridership – May 2022

Exhibit 5: Connect Ridership Year-Over-Year by Month


Exhibit 6: UNT Ridership Year-Over-Year by Month

Submitted By:



Tim Palermo, Planning & Data Analytics Manager

Final Review:



Troy Raley, Senior Director – Mobility Services

Final Review:



Rony Philip Sr. Director – Rail Operations

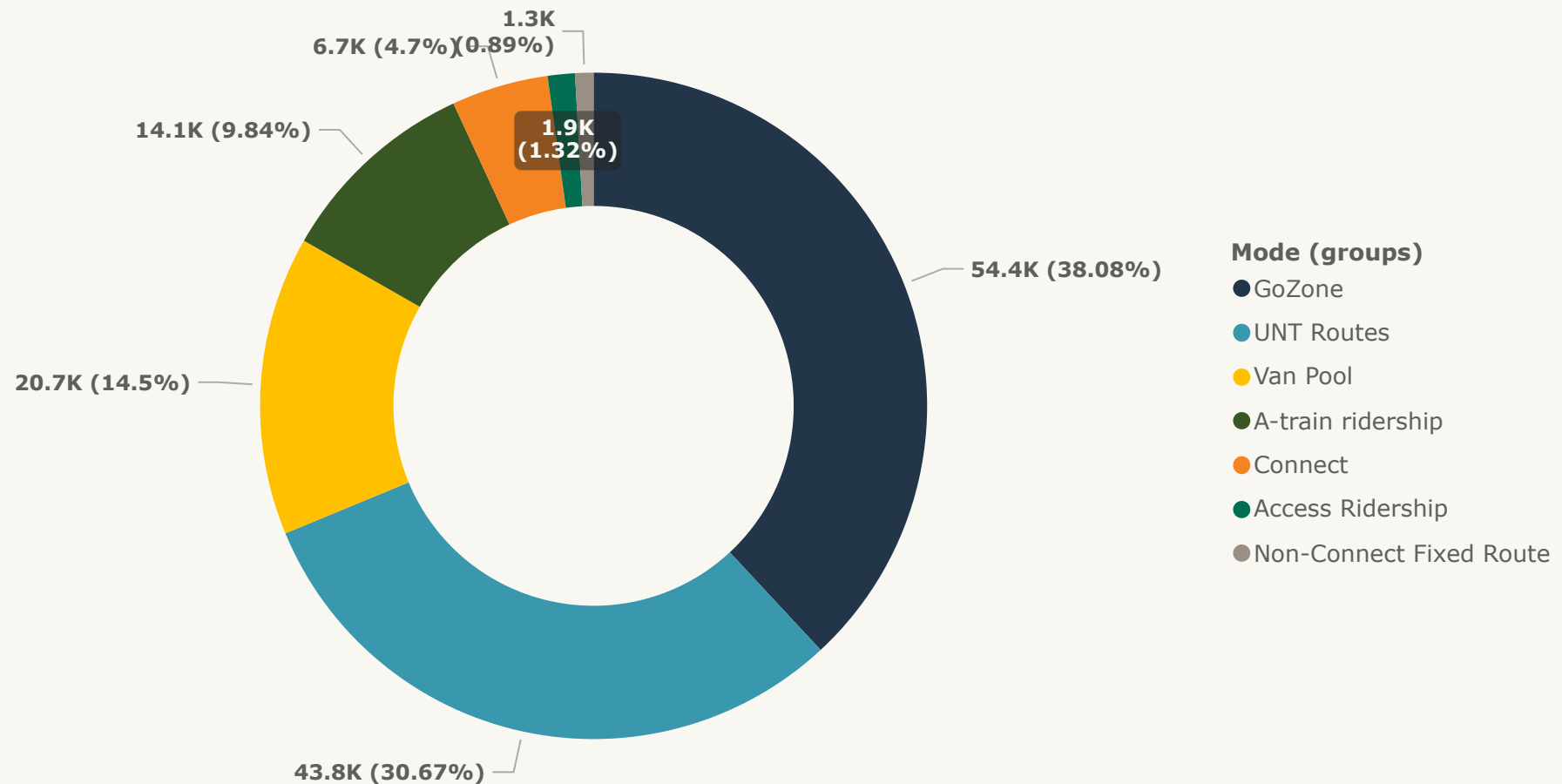
Total Ridership - May 2022

142.8K

Total Ridership FYTD

1.43M

Ridership by Travel Mode - May 2022



Total Ridership - May 2022

142.8K

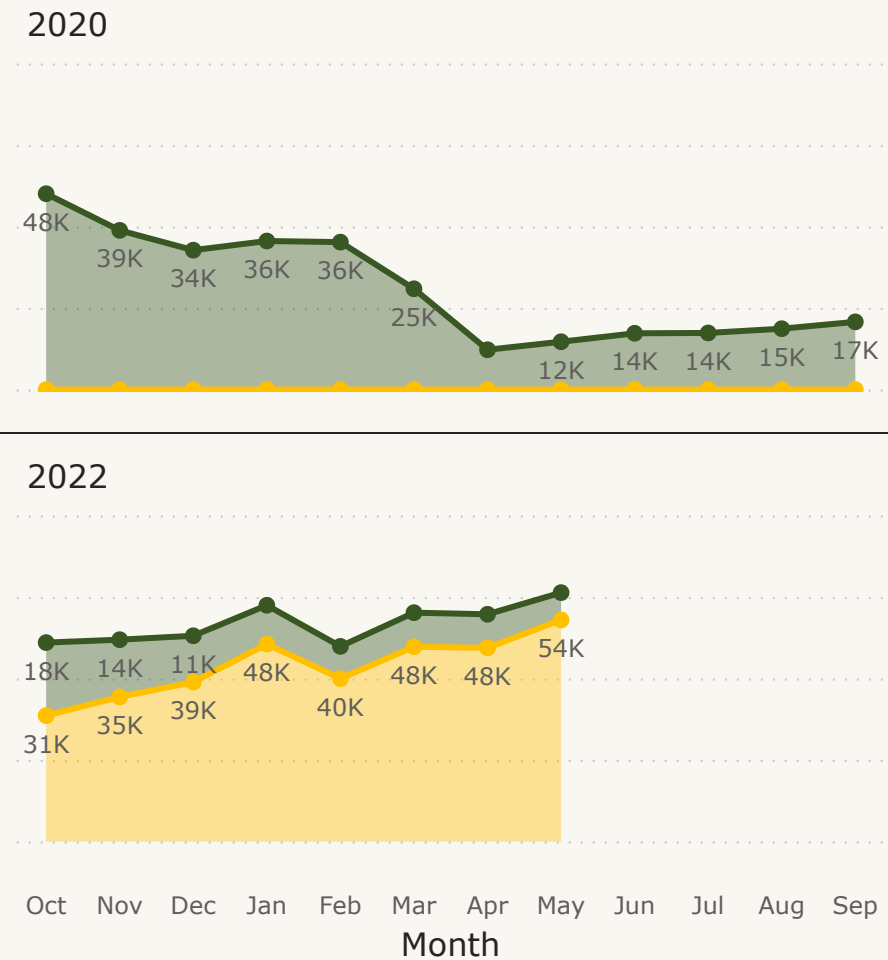
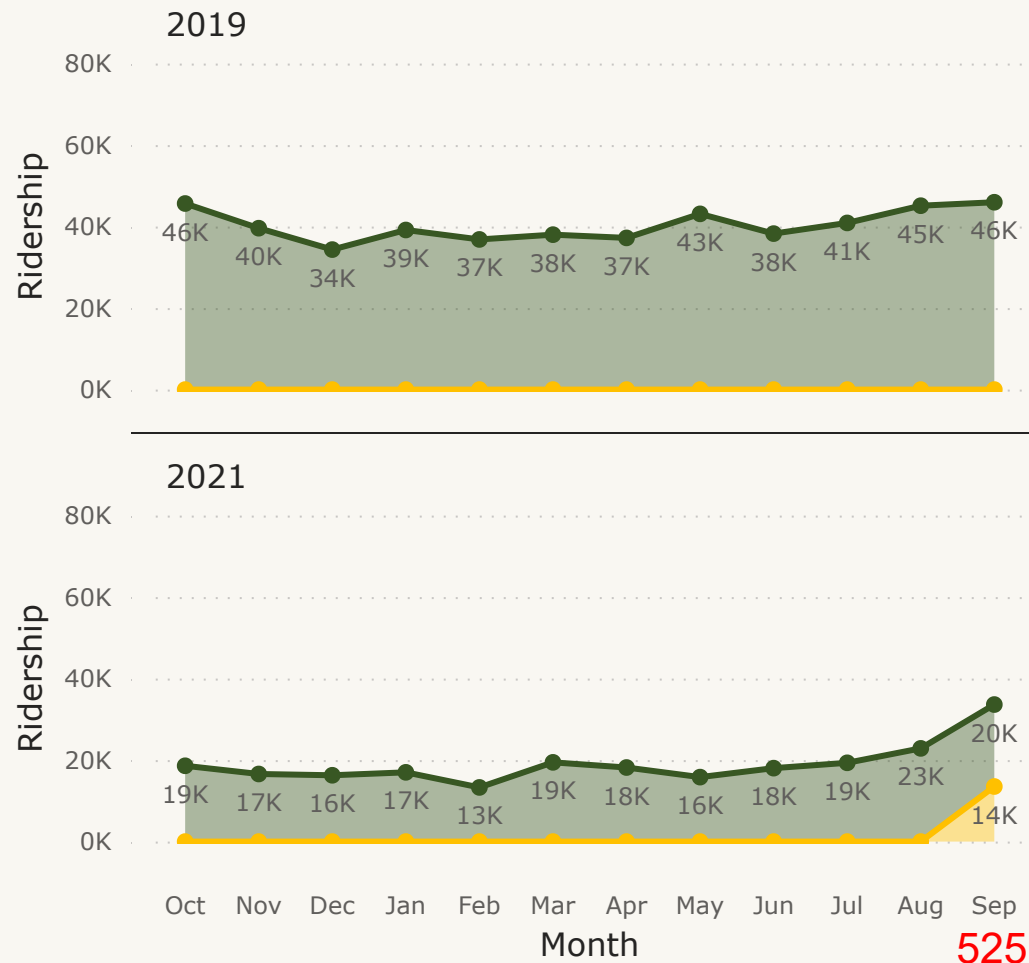
Total Ridership FYTD

1.43M

Information Report 02  
Exhibit 2

### Connect and GoZone Ridership by Month

Mode (groups) ● GoZone ● Connect





Total Ridership - May 2022

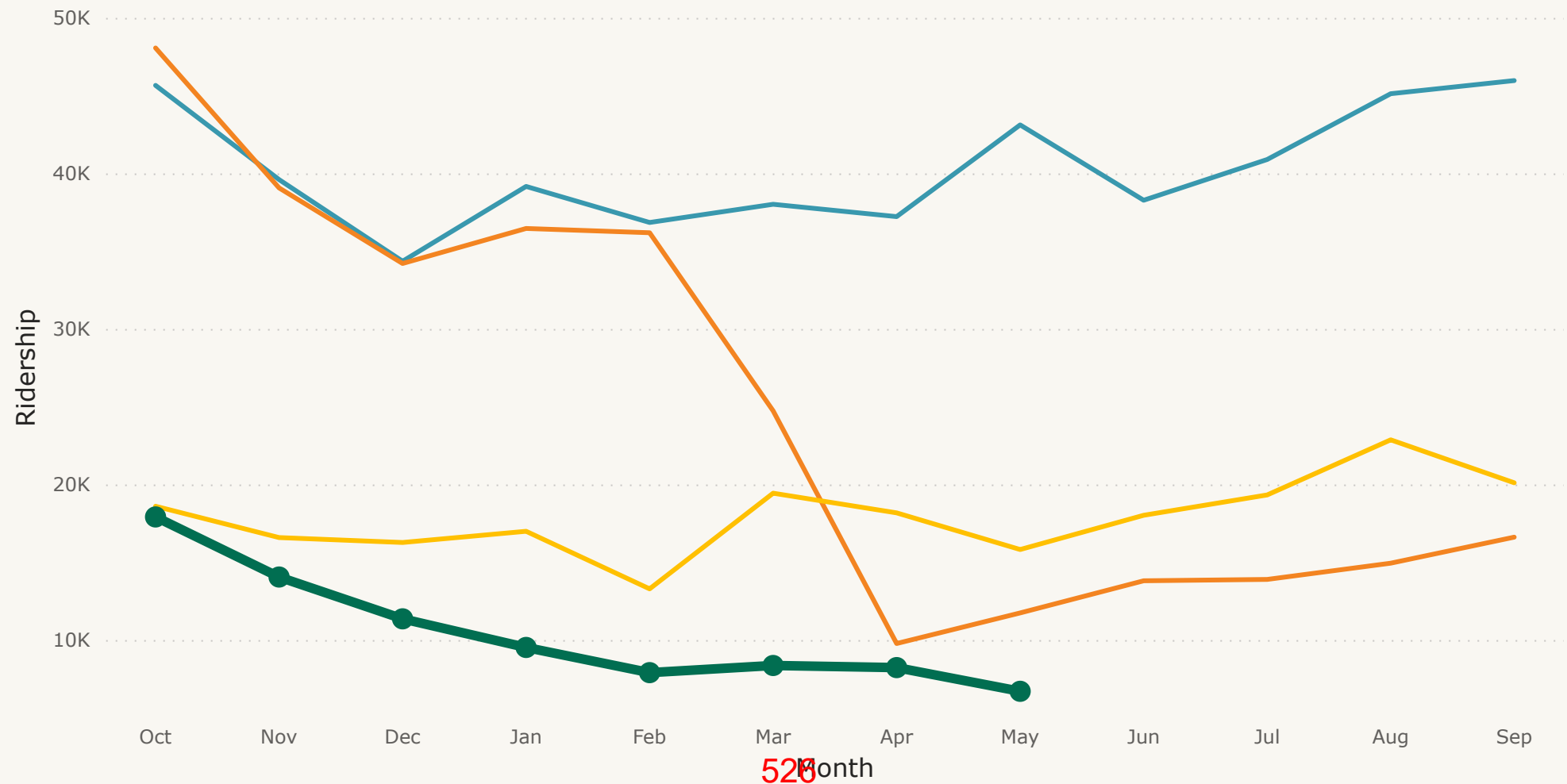
142.8K

Total Ridership FYTD

1.43M

### Ridership by Month and Fiscal Year - Connect

Fiscal Year ● 2019 ● 2020 ● 2021 ● 2022



Total Ridership - May 2022

142.8K

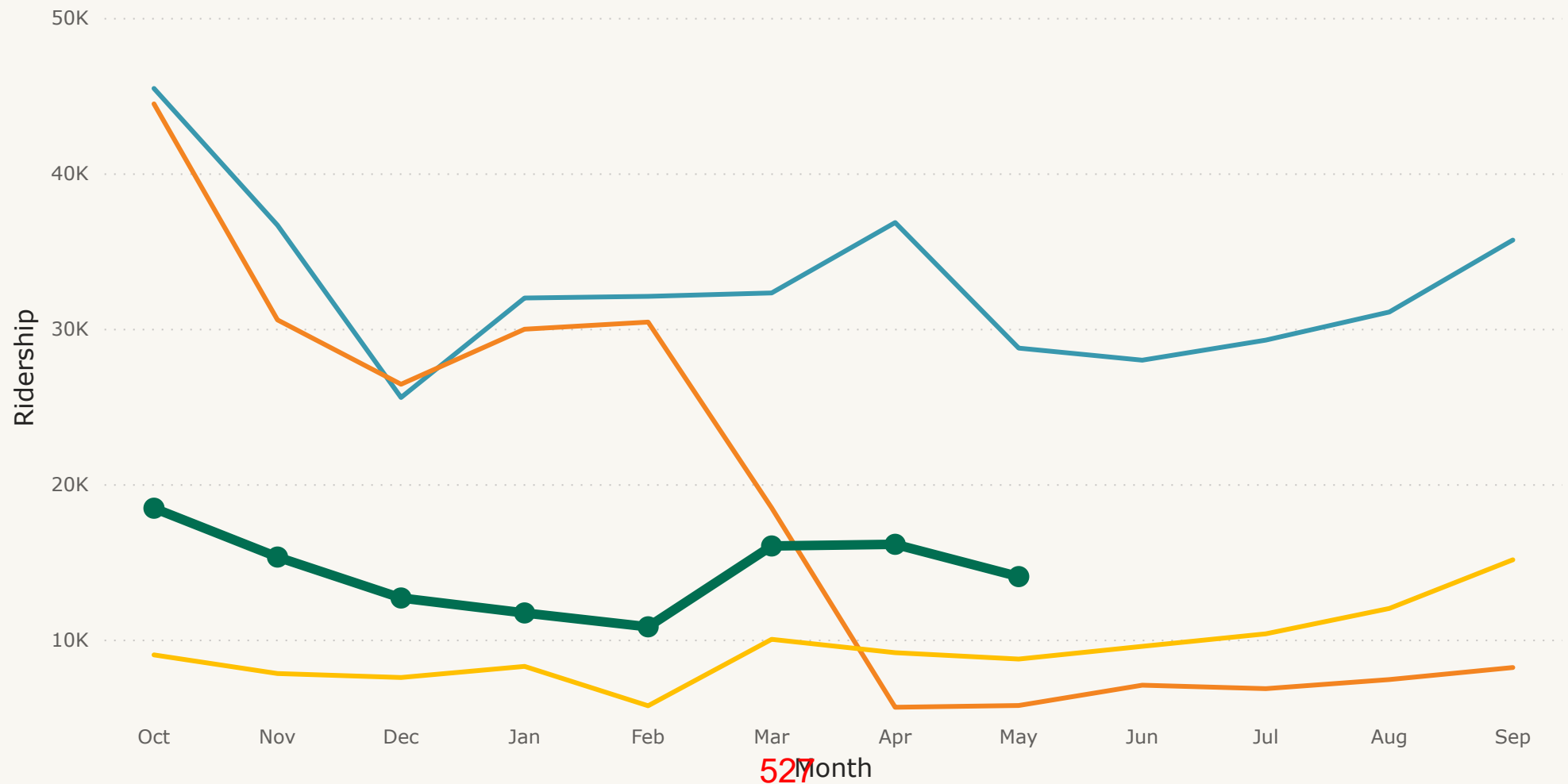
Total Ridership FYTD

1.43M

Information Report 02  
Exhibit 4

### Ridership by Month and Fiscal Year - A-train

Fiscal Year ● 2019 ● 2020 ● 2021 ● 2022



Total Ridership - May 2022

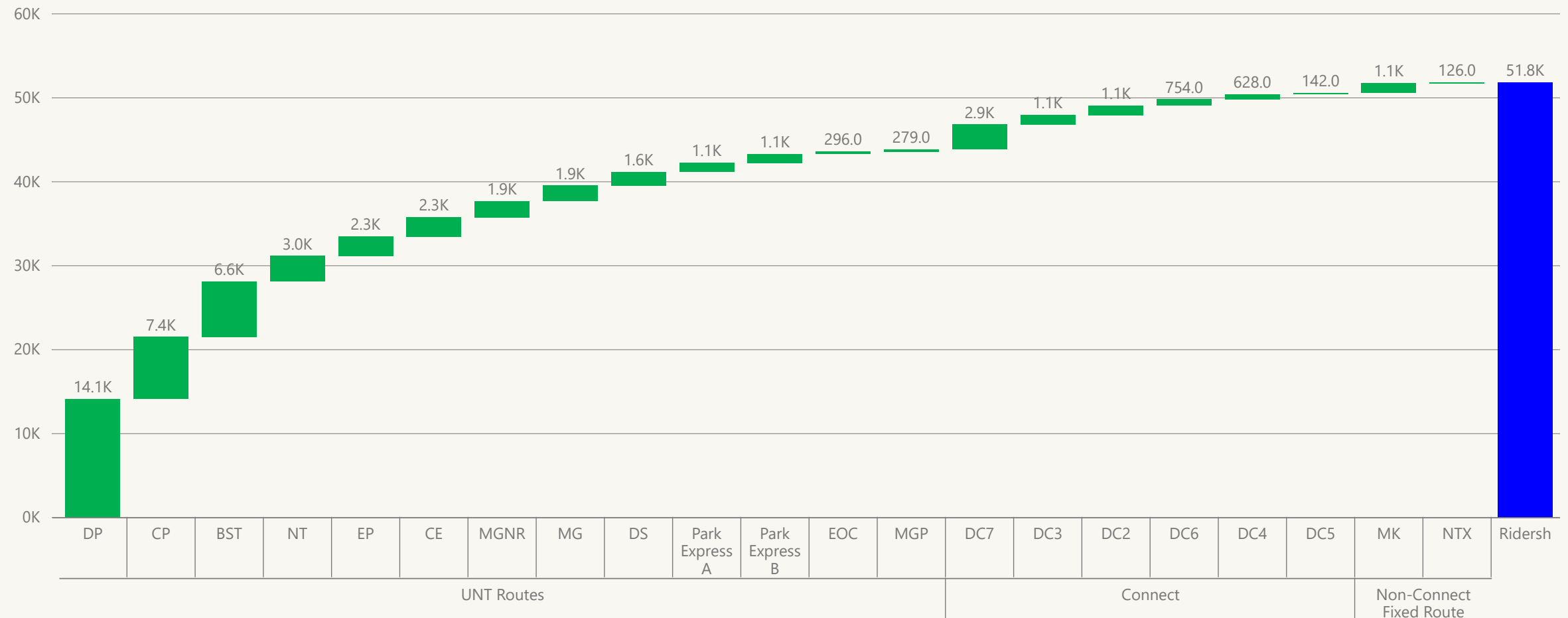
142.8K

Total Ridership FYTD

1.43M

Mode (groups)	Ridership
UNT Routes	43,801
Connect	6,706
Non-Connect Fixed Route	1,270
<b>Total</b>	<b>51,777</b>

## Fixed Route Ridership Waterfall



Total Ridership - May 2022

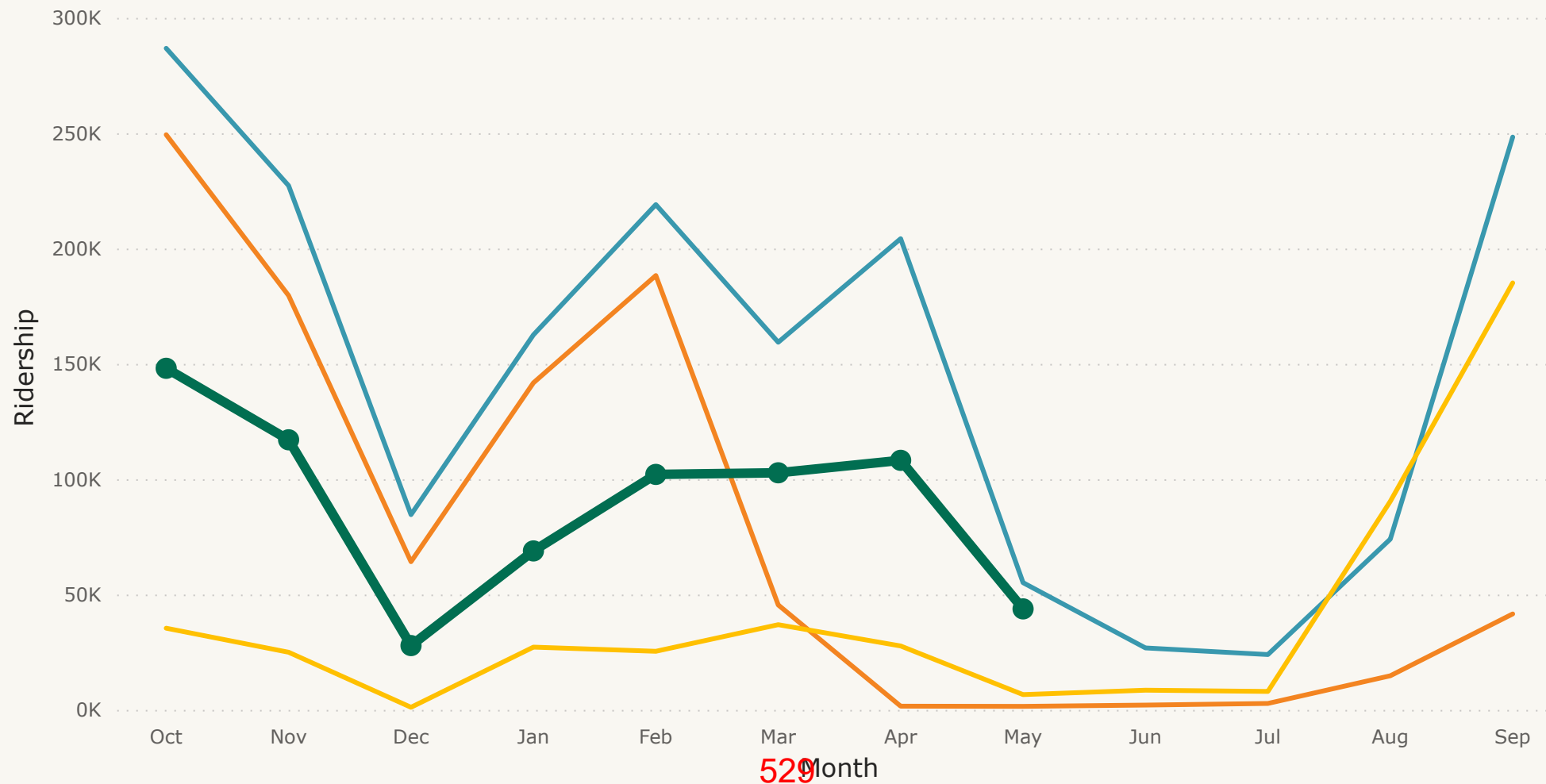
142.8K

Total Ridership FYTD

1.43M

Ridership by Month and Fiscal Year - UNT

Fiscal Year ● 2019 ● 2020 ● 2021 ● 2022





## Board of Directors Memo

June 23, 2022

**SUBJECT:** Request for Bids (RFB) 22-14 Remanufactured Transmissions and Engines for Buses

### **Recommendation**

This is an informational item only. Staff will bring an action item to the Board in August for consideration and approval.

### **Background**

The Denton County Transportation Authority (DCTA) has six (6) diesel buses that require service and overhaul on transmissions, engines, and related parts. NTMC staff will complete the installation as part of general maintenance of the fleet and life cycle of the equipment.

### **Previous Board Activity & Action**

There has been no previous Board activity or action on this item.

### **Identified Need**

The powertrain replacements will extend the life of the 2013 and 2015 El Dorado 30'-35' large low floor buses and unit numbers 1301, 1302, 1303, 1304, 1305, and 1501 that are used daily in the Connect and UNT services.

### **Financial Impact**

This information report has no financial impact.

### **Exhibits**

N/A

Submitted By: *Geri Osinaike*  
Geri Osinaike, Senior Procurement Specialist

Final Review:   
Troy Raley, Sr. Director of Mobility Services



## Board of Directors Memo

June 23, 2022

**SUBJECT:** Denton County Sheriff's Office Interlocal Agreement for Law Enforcement Services

### **Recommendation**

This is an informational item only. Staff will bring an action item to the Board in July for consideration of approval.

### **Background**

The Denton County Transportation Authority (DCTA) originally entered into an Interlocal Cooperation Agreement with Denton County for dedicated law enforcement services in February 2011 for a one-year term and has renewed annually subject to budget reviews. The current agreement expires on September 30, 2022.

The Denton County Sheriff's Office provides the following services to DCTA:

- a) A-train fare checks and fare enforcement.
- b) Both routine and random patrols of DCTA transit properties, vehicles, and facilities.
- c) Transit security duties as required by the Department of Homeland Security, Transportation Security Administration (TSA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA).
- d) Additional services that may be agreed to by the respective liaisons.

### **Previous Board Activity & Action**

There has been no previous Board activity or action on this item."

### **Identified Need**

Annual Renewal of Agreement between DCTA and Denton County for FY2023, to provide DCTA with dedicated Law Enforcement services.

### **Financial Impact**

This information report has no financial impact.

### **Exhibits**

N/A

Submitted By: \_\_\_\_\_  
Rony Philip, Sr Director Rail Operations

Final Review: \_\_\_\_\_  
Geri Osinaike, Senior Procurement Specialist