



**REQUEST FOR PROPOSAL (RFP)
CentrePort/DFW Airport Transportation Service Provider
RFP #26-T019**

The Fort Worth Transportation Authority operating as (“Trinity Metro”) outlines the following schedule:

RFP Release Date:	March 11, 2026, 3:00 PM CST
Proposal Submission Deadline:	April 9, 2026 2:00 PM CST
REVIEW THE FULL SCHEDULE OF EVENTS IN SECTION 2	

Preamble:

The Fort Worth Transportation Authority, operating as Trinity Metro, is a regional transportation authority of the State of Texas, created pursuant to Chapter 452 of the Texas Transportation Code and confirmed by a public referendum on November 8, 1983. Trinity Metro provides public transportation services within the city limits of Fort Worth, Forest Hill, and River Oaks. Such services include fixed bus routes, mobility impaired transportation service (Paratransit services), carpool/vanpool services, ON-DEMAND and commuter rail (operating as TEXRail and Trinity Railway Express (TRE)). A one-half of one percent (\$.0050) sales tax is dedicated to supporting Trinity Metro’s public transportation program. Trinity Metro is also the recipient of Federal Transit Administration (FTA) capital grants and Texas Commission on Environmental Quality grants.

Trinity Metro is governed by an eleven-member Board of appointed officials. Eight Board members are appointed by the Fort Worth City Council and 3 Board members are appointed by the Tarrant County Commissioners Court, in accordance with Subchapter N., Sec. 452.562 (c) – (f) of the Transportation Code. The Board sets policy through standing and ad hoc committees, and establishes broad business goals and policies for management. The President & Chief Executive Officer reports to the Board, and is responsible for implementation of Board policies and day-to-day operations of Trinity Metro.

This Request for Proposal (RFP) neither creates nor implies any obligation on the part of the Trinity Metro to award a contract or to pay any costs incurred in the preparation or submittal of any Proposal.

**Trinity Metro
801 Grove Street
Fort Worth, Texas 76102**

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Section 1 Minimum Requirements

NAME	FORM DESCRIPTION	FORM NUMBER	SUBMIT WITH OFFER?
Cover Page	Solicitation Number, Title, Due Date	None	YES <input type="checkbox"/>
Section 2	Schedule of Events	None	
Section 3	Instruction to Proposers	None	
Section 4	Evaluation and Response	None	
Section 5	Scope of Work	None	
Section 6	Special Provisions	None	
Section 7	Federal Contract and Other Requirements	None	
Section 8	Trinity Metro Safety, Security and Emergency	None	
Section 9	Attachments and Amendments	F1	YES <input type="checkbox"/>
	Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters	F2	YES <input type="checkbox"/>
	Conflict of Interest Acknowledgement and Certification	F3	YES <input type="checkbox"/>
	Certification of Compliance with Restriction on Lobbying	F4	YES <input type="checkbox"/>
	Business Questionnaire & List of References	F5	YES <input type="checkbox"/>
	List of References for Similar Projects	F6	YES <input type="checkbox"/>
	Affidavit of Non-Collusion	F7	YES <input type="checkbox"/>
	Prohibition of Contracts with Companies Boycotting Israel	F8	YES <input type="checkbox"/>
	Federal Tax Liability and Recent Felony Convictions Certification	F9	YES <input type="checkbox"/>
	Base Price Proposal	F10	YES <input type="checkbox"/>
	Trinity Metro Safety, Security and Emergency	F11	YES <input type="checkbox"/>
	Offer and Contract Signature		YES <input type="checkbox"/>
	Attachment A		YES <input type="checkbox"/>
	Exhibit A		
	Exhibit B		
	Exhibit C		

NOTE: FAILURE TO SUBMIT ALL REQUESTED ITEMS ABOVE, PROPERLY COMPLETED, CAN BE CAUSE FOR REJECTION OF YOUR FIRM'S SUBMITTAL!!!

Section 2 Schedule of Events

EVENTS	DATE	TIME
RFP Release Date	March 11, 2026	3:00 PM CST
Deadline for Submission of Written Questions (1)	April 3, 2026	5:00 PM CST
Proposal Submission Deadline	April 9, 2026	2:00 PM CST
Receipt of Proposal Location: Virtual - Microsoft TEAMS	April 9, 2026	3:00 PM CST
Interviews/Demonstrations from Most Qualified Proposers (<i>if necessary</i>)(2)	TBD	
Trinity Metro Board Meeting to Recommend Contract Approval (3)	May 18, 2026	
Contract Executed (4)	May/June 2026	
Contract Effective Date (5)	October 1, 2026	

(1) Questions will be received in writing by e-mail. No questions will be answered verbally.

(2) The Trinity Metro reserves the right not to conduct oral demonstrations and/or interviews and select a Contractor based on written proposals only.

(3) The Evaluation Committee's recommendation of contract award is scheduled for Board presentation by the date above; however, Trinity Metro reserves the right to change the award date.

(4) Trinity Metro reserves the right to change the contract execution date.

(5) Proposers are advised that while contract execution is anticipated in May/June 2026, the official Effective Date for service commencement and billing is October 1, 2026. All proposed pricing must be inclusive of this timeframe and remain firm through the start of the service.

Section 3 Instructions to Proposers

3.1 Downloading RFP and Submission of Proposals

RFP documents can be downloaded from Trinity Metro's website and the Proposals can be submitted electronically on Bonfire or in hard copy to the address listed below.

<https://www.procuretm.org/procurements>

A person or firm submitting a proposal in response to this RFP is a "Proposer." A Proposer who enters into a Contract under this RFP is referred to as "Contractor." Sealed proposals must be delivered by the date and time outlined in the Schedule of Events in Section 2. Proposers shall submit one original, one copy, and all of the required Proposal documents. All Proposal documents shall be in a sealed package, addressed as shown below, bearing the Proposer's name and address and clearly marked as follows:

Trinity Metro
Attn: PROCUREMENT
801 Grove Street
Fort Worth, TX 76102
RFP 26-T019 CentrePort/DFW Airport Transportation Services Provider

Proposers can also submit proposals electronically using the Trinity Metro electronic bidding portal, Bonfire, at:

<https://ridetm.bonfirehub.com/portal/?tab=openOpportunities>

All proposals, electronic or hard copy, must be submitted by the date stated in the schedule of events. It is the sole responsibility of the Proposer to ensure timely delivery of the proposal. Trinity Metro will not be responsible for failure of service on the part of the U.S. Post Office, courier services, electronic difficulties, or any other form of delivery service chosen by Respondent.

Proposals arriving late for any reason will not be accepted.

3.2 For uniformity, all Proposers must submit information in the order and format requested in this RFP. Failure to do so may cause the proposal to be deemed nonresponsive to the RFP. Information requested in the RFP that the Proposer deems privileged and confidential, may be submitted in a separate envelope marked "Privileged and Confidential Information." Trinity Metro will use its best efforts to protect such information from disclosure to the extent allowable by law. There will be no release of information until (a) the selection process is complete and a Contract has been executed or (b) Trinity Metro has formally terminated this procurement.

Format of the Response

a. Responses are limited to a maximum of 40 pages. A single side equals a single page. Cover letter and appendices, such as resumes and required forms, do not count toward the page limit.

- b. Responses should be clear, concise and complete. Format should be submitted using 8 ½" x 11" portrait format. The minimum font size used shall be 11 font. Illustrations, if required, may be submitted on 11" x 17" sheets. 11" x 17" sized pages will count as two pages toward the maximum page limit.
- c. For a proposal submitted in hard copy format, each of the sections listed below should be tabbed/labeled 1, 2, 3, etc. The tabbed dividers do not count toward the overall page count and should not contain material that will be scored. If proposals are submitted electronically, you may add a sheet to divide each section labeled as referenced above. The statement of qualifications should be organized in the same sequence as noted in the table below to expedite the evaluation:
1. Cover Letter. Provide a cover letter summarizing the qualifications of your firm/team. The letter shall be signed by an authorized representative of the firm. The cover letter is limited to a maximum of two pages and does not count against the 30-page limit of the Response.
 2. Address the requirements included in Section 4:
 - A. Firm Experience and Qualifications
 - B. Project Approach to Services
 - C. Work Plan
 - D. Pricing
 - E. Audited Financial Statements Required *
 - F. Section 8 Attachments and Forms (F1-F8, F10), Order and Contract Signature, Attachment identified in (Section 1) Minimum Requirements

* Please submit your most recent audited Financial Statement. The most qualified proposer will be required to submit their previously audited overhead rate. If you are mailing in or dropping off your proposal in person, please ensure that this information is included in a separate sealed envelope.

3.3 Exceptions to Any Portion of the Solicitation Requirements

All exceptions, conditions, and limitations (collectively, "exceptions") taken to or imposed on the terms and conditions of the RFP (including, without limitation, any of its attachments or other parts of the RFP) shall be clearly identified and submitted with Proposer's proposal. Each exception shall specifically reference each paragraph(s) and/or specific part(s) of the RFP to which the exception is taken. Proposer shall provide rationale in support of the exception and fully explain its impact, if any, on its performance of or obligations under the procurement.

Proposers are cautioned to limit exceptions. In Trinity Metro's sole and absolute judgment, exceptions may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

All exceptions will be considered during the evaluation process. Exceptions made after Contract award may result in proposal being rejected.

3.4 Basis for Contract Negotiation

A contract, if any, awarded under this RFP is defined herein as “the Contract” or “this Contract.” The terms, conditions, representations, warranties, and other provisions of this RFP will be incorporated into and will form the bulk of the Contract, except to the extent otherwise expressly confirmed in writing signed by Trinity Metro. Thus, this RFP and the Proposer’s proposal shall be used as the basis for contract negotiation. The RFP does not commit Trinity Metro to procure or award any contract for the scope of work described herein.

3.5 Rejection and Selection of Proposals; Modification of the RFP

1. Trinity Metro reserves the right to reject any or all proposals.
2. If a Contract is awarded, the selection of the proposal and Proposer shall conform to the requirements of applicable law and shall, in Trinity Metro’s sole discretion, be in the best interests of Trinity Metro.
3. Trinity Metro reserves the right to:
 - a. Amend, modify, or withdraw this RFP;
 - b. Revise any requirements under this RFP;
 - c. Require supplemental statements of information from any Proposer;
 - d. Extend the deadline for submission of responses hereto;
 - e. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein;
 - f. Waive any nonconformity with this RFP;
 - g. Cancel, in whole or in part, this RFP if Trinity Metro deems it is in its best interest to do so;
 - h. Request additional information or clarification of information provided in the proposal without changing the terms of the RFP; and
 - i. Waive any portion of the selection process in order to accelerate the negotiation of a Contract with a Proposer that meets the requirements under applicable law and this RFP for an award.

Trinity Metro may exercise the foregoing rights at any time without notice and without liability to any Proposer or any other party for expenses incurred in the preparation of proposals or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer.

4. Nothing stated at any time, by any representative of Trinity Metro, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing through an Addenda issued by Trinity Metro to this RFP.
5. The Proposer agrees to keep confidential its response and any information received from Trinity Metro.
6. All information submitted in response to the RFP shall become the property of Trinity Metro, and as such, may be subject to public review as public records.
7. Proposer acknowledges and agrees that Trinity Metro will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or

liabilities incurred by the Proposer or any member thereof as a result of, or arising out of its submitting a proposal, negotiating changes to such proposal, or Trinity Metro's acceptance or non-acceptance of the proposal.

8. Trinity Metro shall control the release of all public information concerning the procurement under this RFP, including selection announcements and Contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of Trinity Metro.
9. Neither Trinity Metro nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All Proposers are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a proposal is at the sole risk of the Proposer.
10. The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause Trinity Metro to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
11. All proposals must be the original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of another Proposer is not permitted. Failure to adhere to this instruction will cause Trinity Metro to reject the proposal. The successful Proposer will be required to enter into Contract by signature on separate Contract documents, which will be prepared by Trinity Metro from information in the RFP and the successful Proposer's proposal.
12. In accordance with Article 8-103 of Trinity Metro's Procurement Policy, "All protests relating to advertising of solicitation notices, alleged improprieties or ambiguities in solicitation documents, deadlines, bid openings or awards, and all other solicitation, bid or award-related procedures or actions must be made in writing and submitted to the President/CEO, or designee, within ten (10) business days of (1) the bid opening for a construction contract or (2) date of award for other types of contracts."

3.6 Response to Communications and Request for Clarification

It is the responsibility of the proposer to examine the entire RFP package and seek clarification of any scope of work, specification item, requirement, or any other matter that it finds unclear. Furthermore, the Proposer must check the proposal for accuracy before submission. All requests for clarifications or changes shall be submitted in writing in time to be received in accordance with the Schedule of Events outlined in Section 2.

Trinity Metro will not respond to oral requests. Only written requests for questions and/or clarifications, will be acceptable (email and/or email attachments will be accepted). All questions and/or clarifications requests shall be sent to the attention as identified below. Only written responses from Trinity Metro in the form of addenda to this RFP shall be

official, and all other forms of communication with any officer, employee or agent of Trinity Metro shall not be binding.

All questions and/or clarifications and/or request for a change to any of the specifications shall be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by Trinity Metro in the form of an addendum.

All questions or request for clarifications regarding the services required shall be submitted in writing and/or email (no phone inquiries will be accepted) and addressed to:

Anthony Brown, Contract Administrator
Trinity Metro
801 Grove Street
Fort Worth, Texas 76102
E-mail: contractmgmt@ridetm.org

Proposers shall not contact members of the Evaluation Committee or Board of Directors concerning this RFP. Any proposers violating this provision may be disqualified from consideration in this RFP.

3.7 Addenda and Attachments to RFP

This RFP has been posted on Trinity Metro's website and Trinity Metro's electronic bidding portal, Bonfire, for your convenience. Any attachments, addendums, clarifications or further instructions to Proposers, whether as a result of questions raised by Proposers or matters initiated by Trinity Metro will also be posted when issued. It is the Proposer's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

3.8 Contract Award

Trinity Metro reserves the right for any reason or no stated reason to postpone, accept, or reject any and/or all proposals, to waive any irregularities in proposals received, and award the Contract(s) in accordance with applicable law and this RFP. Trinity Metro reserves the right to make multiple awards.

Trinity Metro shall consider all elements entering into the determination of the responsiveness of the proposal and the responsibility of the Proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the Proposal.

The Contract may be awarded within 90 calendar days from the date upon which proposals were received or such other date as is specified in the Schedule of Events above in this RFP. No award shall be made for a proposal Trinity Metro determines to be non-responsive or to a Proposer Trinity Metro determines to be not responsible.

If a single proposal is received, Trinity Metro will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining and evaluating a price submitted

without examining in detail the separate cost elements and the profit included in the cost proposal. A price analysis through comparison to other similar procurements shall be based upon an established or competitive price of the elements used in the comparison. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis shall be made of this difference and costs associated thereto. Trinity Metro has the right to enter into a negotiated procurement should only a single proposal be received.

Where it is impossible to obtain a valid price analysis, it may be necessary for Trinity Metro to conduct a cost analysis of the proposal price.

3.9 Non-Collusion Affidavit

Proposer shall submit, with its proposal, an affidavit stating that neither Proposer nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the Contract that may result from this RFP, and further agrees that no such money or consideration will be hereafter paid. This affidavit shall be on the form provided by Trinity Metro, which is made a part of this RFP.

3.10 Proposer's Texas Government Code Certifications

Pursuant to the provisions of the Texas Government Code cited below, Proposer represents, warrants, and affirms the following, and Proposer covenants that if circumstances relevant to any of the following change during the term of a contract that may be awarded to Proposer under this RFP, Proposer will promptly notify Trinity Metro of such change.

1. **Sec. 2252.152.** Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code, and Proposer is not identified on the list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
2. **Sec. 2271.002.** Either (a) Proposer does not and will not for the duration of the Contract boycott Israel or (b) the verification required by Section 2271.002 of the Texas Government Code does not apply to this procurement.
3. **Chapter 2274.** Either (a) Proposer does not and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (b) the verification required by Section 2274.002 of the Texas Government Code does not apply to this procurement.
4. **Section 2276.002.** Either (a) Proposer does not and will not for the duration of the Contract boycott energy companies or (b) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Agreement.
5. **Section 2252.908** If Section 2252.908 of the Texas Government Code applies to this procurement, and if Proposer is awarded a Contract, Proposer will submit to Trinity Metro a Certificate of Interested Parties (Form 1295) before the execution of

the Contract. Refer to the information at the Texas Ethics Commission's website for instructions on registering and completing Form 1295.

3.11 Force Majeure

1. **Definition:** An Event of Force Majeure is defined as acts of God; earthquake, unusually severe weather, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including suppliers or subcontractors, to perform their obligations to the Contractor due to a force majeure event described above.
2. Economic hardship, changes in market conditions, or insufficient funds do not constitute an Event of Force Majeure, and an Event of Force Majeure does not excuse an obligation to make a payment required under this Contract.
3. If Contractor cannot perform some of its obligations due to an Event of Force Majeure, it must nevertheless continuously and diligently carry out and complete all of its obligations not prevented by the Event of Force Majeure.
4. **Notice of Delay.** If Contractor is delayed in the performance of the Services due to an Event of Force Majeure or otherwise, Contractor must in a prompt manner upon receiving knowledge of such delay give written notice thereof to Trinity Metro and furnish Trinity Metro information concerning the cause of the delay and its approximate anticipated length and demonstrating, if applicable, that the delay is due to an Event of Force Majeure.
5. **Sole Relief.** If an Event of Force Majeure occurs, provided Contractor has complied with all applicable notice requirements regarding a request for relief under this section, Contractor is excused from performance of its obligations under this Contract, but only for the time and to the extent that such performance is actually prevented by the Event of Force Majeure. When Contractor is able to resume performance of its obligations, it shall immediately give Trinity Metro written notice to that effect and promptly resume performance under this Contract. The relief offered by this Force Majeure provision is the exclusive remedy available to Contractor with respect to an Event of Force Majeure, and no claim for damages shall be made by either party for delays resulting from an Event of Force Majeure.
6. **Continuing Delays.** Trinity Metro may terminate this Contract if: (a) Contractor's failure to perform under this Contract due to an Event of Force Majeure impairs the material benefits of this Contract to Trinity Metro; and (b) Contractor does not resume performance in accordance with this Contract within ten (10) business days following Trinity Metro's giving notice to Contractor of Trinity Metro's intent to terminate this Contract.

Section 4 Evaluation Criteria

Proposals will be evaluated by a selection committee of individuals from departments within TRINITY METRO. TRINITY METRO intends to evaluate the statements generally in accordance with the criteria listed below. TRINITY METRO may invite proposers to make a presentation and be interviewed by the committee as part of the selection process.

Contractors' qualifications shall be evaluated using the following criteria. Please ensure that your proposal submitted addresses each section of the criteria below.

	Max Points	Max Pages
A. Letter of Introduction / Cover Letter	Not Counted	2
B. Contractors Qualifications <ul style="list-style-type: none"> • Firm's knowledge, experience and industry background that meets requirements. • Specific experience as it relates to providing this type of shuttle transportation service. • Certifications indicating that the company is permitted to operate in the City of Fort Worth. (Company must not be prohibited from operating in any city in the DFW Metropolitan area due to past practices). • Experience as it relates to transporting persons with disabilities (i.e., wheelchair accessible van use, passenger assistance training). 	25	
C. Relevant Experience <ul style="list-style-type: none"> • Consists of a summary of the firm's organization or individual's past overall experience as well as experience on similar or related contracts, including the number of years in transportation provision and innovative practices. • Include three to five references, with contact information, of similar firms and required scope as required here. (Form F6) 	25	
D. Approach to Services <ul style="list-style-type: none"> • Contractor should present its understanding of the scope of work and the approach it will take to ensure the successful completion of the service. Contractor shall explain the solution provided to Trinity Metro and how it will meet the needs described above. • Identify key personnel and resume of the general manager and supervisor for the routes involved. • Identify and provide specific experience of the proposed manager as it relates to providing this type of shuttle transportation service. 	20	
E. Pricing and Cost Effectiveness <ul style="list-style-type: none"> • Pricing Most Advantageous to Trinity Metro 	30	
F. Audited Financial Statements Required <ul style="list-style-type: none"> • Respondents must submit a complete copy of their audited financial statements for the most recent fiscal year as part of their proposal. These statements should include: <ul style="list-style-type: none"> • Independent auditor's report • Balance sheet 	Pass/Fail	

<ul style="list-style-type: none"> • Income Statement (Profit and Loss) • Statement of cash flows • Notes to the financial statements 		
G. Compliance Forms	Pass/Fail	Not Counted
Total Points – Total Pages (not including resumes, references, and forms)	100	40
Trinity Metro's selection committee reserves the right to request additional information from proposers, request oral presentation, or ask proposers to appear before the selection committee to clarify their proposal.		

Section 5 Scope of Work

SCOPE OVERVIEW

Trinity Metro is seeking a unique and innovative solutions from a qualified vendor to provide transportation services in the CentrePort area of Fort Worth. The first service being sought is a first and last mile connection between the TRE CentrePort Station and the CentrePort Business Park known as the Route 30 - CentrePort Circulator. Route 30 – CentrePort Circulator provides “last mile” connection between Trinity Railway Express and CentrePort area employers during the AM and PM peak periods, Monday through Friday. The second service being sought is a fixed route between TRE CentrePort/DFW Station on the Trinity Railway Express and Dallas Fort Worth International Airport (DFWIA) known as Route 31 - TRELink. Route 31 - TRE Link provides a connection to the airport for travelers, airport employees and employees of airport tenants on weekdays and Saturdays.

Trinity Metro is requesting a proposal that includes two different approaches. Vendors may submit pricing proposals to utilize their own vehicles, Trinity Metro vehicles, or both. 1) Continue fixed route service using Trinity Metro provided transit buses maintained by Trinity Metro, and 2) converting Route 30 – CentrePort Circulator to a hybrid of on-demand service using contractor-provided vans and fixed route. Trinity Metro may keep some or all existing portions of Route 30 as a fixed route service but would like to see how on-demand or a transportation network company (TNC) model service could improve overall efficiency and lower operating costs. Contractor is responsible for fueling and paying for fuel in both scenarios. We intend to use the OPIS Daily Average for the Dallas/Fort Worth rack price for bid submissions.

SERVICE REQUIREMENTS

The successful contractor must be available to operate transportation services for Route 30 - CentrePort Circulator (Exhibit A) and Route 31 - TRE Link (Exhibit B) as defined by Trinity Metro’s published route schedules (available on Trinity Metro website).

Route 30 - CentrePort Circulator has three loops that run approximately every thirty minutes from 6:02 am to 8:57 am and 2:55 pm to 6:45 pm, Monday through Friday:

- **Route 30 (West Loop)** – serves the American Airlines Headquarters west of SH-360. Average daily boarding is 40 riders. Trinity Metro envisions keeping this as a fixed route service due to higher volumes meeting specific trains (8 to 11 people each at 6:32am, 8:02 am, 4:17 pm). An On-Demand alternative may be considered for the West Loop if the proposer can show similar last mile trip volumes being handled by a single on-demand vehicle in other markets.
- **Route 30 (Amon Carter)** – runs along Amon Carter Blvd (Bank of America) serving business areas along Amon Carter Blvd and south of Trinity Blvd (JP Morgan Chase Bank). Average daily boarding is 16 riders. Trinity Metro envisions converting this fixed route to either an On-Demand or a TNC model service.
- **Route 30 (East Loop)** – runs along Cambridge Rd and Trinity Blvd serving businesses, warehouses and data centers. Average daily boarding is 10 riders. Trinity Metro envisions converting this fixed route to either an On-Demand or a TNC model service.

Note: The current Route 30 – CentrePort Circulator (Exhibit A) fixed route service is designed to

meet TRE trains at arrival and departure for the convenience of passengers but cannot meet every train. Current passengers ride because the service works very conveniently for them. On-Demand or TNC service should be designed to maximize the convenience of transferring to/from TRE. It is believed that the On-Demand service model algorithm may be able to route trips more efficiently and thus meet more trains than the current fixed route model. However, we do not wish to lose any existing riders in the switchover to On-Demand.

Currently, there are seven on-demand microtransit zones in the Trinity Metro network. This shared ride service is for customers who request real time trips using app technology in response to origin and destinations provided by the user. In CentrePort, all trips would be “last-mile” service, anchored by the CentrePort Station at one end. A turnkey solution is desired, and the selected contractor will deploy, operate, and maintain an innovative mobility service. Please refer to “On-Demand Technology Platform Requirements” for more details.

For pricing purposes, see Route 30 - CentrePort Circulator, Exhibit A for the specific trip times, explanation of how the service is provided, and the routes the vehicles follow. Please include all expenses in the revenue hourly rate. Weekday, daily revenue hours on Route 30 are 20 hours and it does not operate on weekends. Trinity Metro constantly monitors ridership and other conditions and may require changes to the routing, span of service or schedule at any time, but typically such service changes are made in January, May and September. Fixed Route and On-Demand service pricing shall be based on hourly rate. TNC pricing will be based on a “cost by trip”.

- Route 31 - TRE Link serves DFW Airport Terminal B from CentrePort Station which includes a stop at DFW Airport Headquarters. This route operates every 20 minutes (peak periods) and 40 minutes (off-peak periods), Monday through Friday, from 5:32 AM to 11:48 PM.
- On Saturday, Route 31 - TRE Link operates every 40 minutes, from 5:32 AM to 11:48 PM. Due to changes in travel demand, ridership volumes, TRE schedules, employment levels or construction at DFW Airport, the actual routing and schedule may be modified at any time. Currently, the route is on detour and is serving Terminal D due to construction.
- For pricing purposes, see Route 31 - TRE Link, Exhibit B, for the specific trip times, explanation of how the service is provided, and the routes the vehicles follow. Please include all expenses in the revenue hourly rate. Revenue hours on Route 31 are 24.37 hours on weekdays and 18.5 hours on Saturday.

Neither Route 30 or TRE Link operates on the main holidays when Trinity Railway Express is not in service (New Year’s Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, nor Christmas Day). Cash fares are not collected on either service.

Proposal should include procedures for dealing with vehicle break downs and driver shortage.

Trinity Metro may award a contract for one route alone or both routes together or may award separate contracts, one for each route. Proposers who only wish to operate fixed route may propose to operate one or both as fixed route. We request proposers wishing to operate both include an hourly rate for operating both Routes 30 & 31 together and if different, an hourly rate for operating only Route 31 by itself. Proposers wishing to operate only On-Demand may propose on Route 30 alone.

On-Demand Technology Platform Requirements

Trinity Metro utilizes an array of technologies to manage different rider services. The GoPass application developed by KUBA is a rider facing all-in-one mobile application and supporting toolset for fixed route service, trip planning, microtransit booking, and payments. GoPass is a powerful tool and Trinity Metro requires that the On-Demand services be integrated into this platform for all of our riders.

The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone or the GoPass application. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, vehicle breakdowns, driver performance, and other relevant trip details. It should be accessible via standard web browsers and from any commonly used internet-enabled device, and should provide options to generate reports and extract operational data for analysis. The platform shall be built on an open API for integration into other services (i.e. TNC, UBER, LYFT).

Staging Environment

A fully functional test environment is a necessary part of every software deployment or update. Software updates will never be placed into production at Trinity Metro without being thoroughly vetted in a staging environment. Trinity Metro requires all software utilized by vendors responding to this RFP to have an accessible test/staging environment as well as functional APIs for both Production and Test environments. Trinity Metro employs DART's GoPass mobile application for all end user trip planning and mobile pass sales, which requires a robust level of integration with the back office of the software. It is expected that the vendor will collaborate with KUBA for technology integration or future innovative mobility solutions.

System User Training

The vendor shall provide training (Train the Trainer) and manuals for the Trinity Metro staff needed to monitor, assess, access data and develop reports using the dashboard and other tools provided by the selected vendor. Selected vendor shall also ensure adequate and complete training of drivers takes place prior to placing the drivers on the Approved Drivers list submitted to Trinity Metro.

Technical Support

The vendor shall provide ongoing support to Trinity Metro for the software system for the duration of the contract. The vendor should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Please reference the chart below for Severity Levels and expected response time to resolve software technical issues.

Severity Level	Description	Time to Respond	Target Resolution Time	Escalation
Severity 1	Serious issue; major impact on client functioning as a business.	30 minutes	2 hours	Immediate to CSM
Severity 2	High impact; affects parts of the organization and certain key functions.	2 hours	4 hours	Immediate to CSM
Severity 3	Client can function as a business but decreased productivity or impact on services for many people or key functions.	4 hours	Next business day	Upon Request to CSM or if not responded to on time.

Support Site is available 24/7 for issue creation. Tickets can also be created via email 24/7.

Severity 1 issues are responded to and worked on 24 x 7. Severity 1 tickets can be created 24/7 via our support site, email or phone.

Severity 2 and 3 issues are responded to and worked on during working hours

Working hours are from 6:00 a.m. to 6:00 p.m. (Client local time zone)

Regardless of the Severity, if a ticket is about to miss its Response Time, it is escalated to the Client Success Manager (CSM) prior to missing the Response Time SLA.

CONTRACTOR PERSONNEL

KEY PERSONNEL

At minimum, the Contractor shall employ key personnel in the position of Program Manager. The Program Manager shall have a reporting relationship to Trinity Metro's Director of Contracted Services and/or any other personnel assigned by Trinity Metro to ensure continuity in Service vehicle performance. The Contractor shall provide Trinity Metro with cell phone numbers, and/or email addresses to ensure communication twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. The Contractor shall maintain a back-up staffing plan to accommodate all key personnel absences of more than two (2) consecutive weeks with qualified substitute personnel. The back-up staffing plan shall be submitted to Trinity Metro for review and approval during the proposal and shall keep the approved back-up staffing plan current at all times. If it is determined that a key personnel member will be absent for more than 45-days, the Contractor shall present the resumes of qualified candidates for Trinity Metro's approval. Substitute personnel shall cease their temporary role(s) after forty-five (45) days. Failure to present and maintain qualified candidates may lead to the assessment of Non-Compliance Fee.

The Contractor shall ensure there is management coverage during all hours of Trinity Metro Service. Any gaps in key personnel or other personnel which may affect the quality of Trinity Metro Service could result in the assessment of Non-Compliance Fee. This key personnel requirement does not relieve the Contractor of responsibility for maintaining appropriate staffing levels of administration and support personnel. The Contractor's key personnel shall, at minimum be required to:

- attend various Trinity Metro management and/or Board, Committee meetings as directed;
- prepare presentations upon request

Street Service Supervisors

The Contractor will be required to provide a minimum of one street supervisor to monitor service during all hours of revenue operation.

Dispatch Office Service Personnel

The Contractor shall provide Dispatch Office personnel (categorized as Safety-Sensitive) during all hours of Trinity Metro service. The dispatcher will be available to answer driver questions, handle breakdowns, monitor the service to ensure the drivers are running on schedule, and communicate with Trinity Metro as problems arise.

It is the Contractor's responsibility to maintain appropriate staffing levels for all administration and personnel. The Contractor may add personnel to these schedules.

DRIVER REQUIREMENTS

Drivers must:

- be at least twenty-one (21) years old
- understand, speak and read English
- have been in continuous possession of a valid Driver's License in the United States for the past three (3) years
- have no more than one (1) moving violation within the last three (3) years of driving
- have no DWI or DUI conviction(s) on their record for the prior 7 (service years)
- have a valid Texas Commercial Driver's License (CDL) Class B with a passenger endorsement and air brakes
- be able to pass a substance abuse and alcohol screen
- be able to pass a criminal history background check
- High School Graduate or General Equivalency Diploma (GED)
- any combination of experience, training and/ or education that provides the required knowledge, abilities, and skills may substitute for the required education.

Personnel policies:

- include steps for progressive discipline
- include a list of offenses that are cause for disciplinary action

High Contractor driver/employee turnover impacts Trinity Metro's ability to provide quality Trinity Metro transportation services. The Contractor shall provide wages and benefits to its employees to maintain longevity and tenure for experienced drivers. Trinity Metro's preference is for the drivers to be employees of the Contractor and not independent contractors working for the Contractor.

Contractor must have enough dedicated drivers to cover all of the work and to provide standby drivers to cover the assigned driver who didn't report to work.

If any driver or other personnel associated with performance of this contract receives two substantiated and justified complaints within one (1) year, their name shall be removed from the roster of available personnel, and they will not be allowed to perform services to be reimbursed under this contract.

SAFETY SENSITIVE EMPLOYEE REQUIREMENTS

Safety-Sensitive

Personnel who perform safety-sensitive functions are defined by the Federal Transit Administration regulations, Department of Transportation (DOT). The Contractor shall ensure that all safety-sensitive positions (at minimum to include Drivers, Street Supervisors, Dispatchers,

Safety Supervisors, Behind-the-Wheel Trainers, and Maintenance personnel) meet the following standards and remain qualified throughout the term of the Contract to perform all Trinity Metro Services. These requirements are subject to change, should Trinity Metro make changes to its hiring standards and employment qualifications. It is the Contractor's responsibility to review all employee files on a regular basis and remove any personnel from service who are not meeting the terms of the Contract.

Minimum Requirements

The Contractor shall verify compliance with the following minimum requirements and submit documentation to Trinity Metro, for each new hire/applicant being considered for hire into a safety sensitive position.

The Contractor shall conduct a local, county, state and federal background check on all safety sensitive applicants prior to employment; and every ninety (90) days following the date of hire. The background check shall include an examination of criminal history from any county and state in which the applicant has resided within the past seven (7) years. This shall be done to ensure safety-sensitive applicants and personnel do not have a criminal conviction which would make the employee a threat to passenger safety or threaten the loss of Trinity Metro property. A conviction record will not necessarily prohibit employment; factors such as the date of the offense, seriousness and nature of the violation, and rehabilitation, will be taken into consideration. All criminal convictions will be reviewed on a case-by-case basis by the Contractor and by Trinity Metro's Project Manager prior to a candidate's approval for hire. Trinity Metro shall participate only in reviewing a candidates' histories as previously outlined. The Contractor shall be solely responsible for all hiring decisions made for its employees.

The Contractor shall conduct a check of motor vehicle records (MVR) of an applicant's driving history from all states where the applicant resided for the past three (3) years for, those persons who will be expected to operate or maintain vehicles, in such positions as Street Service and Safety Supervisor, Driver or Mechanic. The applicant's MVR must not have more than one (1) traffic citation for a moving violation in the past three (3) years. Additionally, all safety-sensitive employees shall have been in continuous possession of a valid Driver's License in the United States for the past three (3) years, and have a valid Texas Commercial Driver's License (CDL) Class B with a passenger endorsement and air brakes. All safety-sensitive applicants/employees shall have a current MVR of not more than ninety (90) days old from the Texas Department of Public Safety (DPS) at the time of hire. If the person is hired, the employee shall update their MVR every six months.

No safety-sensitive applicant or employee shall have any felony criminal convictions, or "Driving While Intoxicated" or "Driving under the Influence" (DWI/DUI) convictions on their record for the prior 7 (service years.)

All safety-sensitive applicants and employees must pass the mandatory DOT, drug and alcohol testing, and background investigation.

The Contractor shall not place a Driver into revenue Service until:

- All training is completed and documented
- Trinity Metro's review of the driver's file including criminal history inquiry and MVR

- In the event that Trinity Metro informs the Contractor that, as a result of a Criminal History inquiry, it judges an individual to be inappropriate to serve Trinity Metro's customers as a driver, Contractor thereafter will not use or allow such individual to perform any services whatsoever under the contract.
- All safety-sensitive applicants and employees must be able to read, write and speak the English language for the safe and effective performance of the job.
- All safety-sensitive applicants, and persons employed by the Contractor as Drivers or Street Service Supervisors, must demonstrate that they can lift, pull and push fifty (50) pounds; assist a patron in a manual wheelchair, move up or down ADA ramps; be physically able to fold and store, within the vehicle, a manual wheelchair if necessary.
- All safety-sensitive employees who operate or maintain a vehicle in Trinity Metro Service, including Street Service and Safety Supervisors and Mechanics, shall be at least twenty-one (21) years of age.
- It is preferred that safety-sensitive applicants have a High School Diploma or General Equivalency Diploma (GED).

Review of Employee Files

The Contractor shall provide Trinity Metro an updated list of all safety-sensitive personnel employed by the Contractor on a monthly basis to ensure continued compliance. This list shall include separated and new employees. Trinity Metro reserves the right to review any and all safety-sensitive personnel files prior to commencement of Contractor service and anytime during the Contract term to ensure Contract requirements are being met. Upon Trinity Metro's request, all safety sensitive-personnel records, at a minimum, shall include MVR's and background checks, training records DOT, and be made available to Trinity Metro. Contract Employee(s) found to be out of compliance shall be removed from service until verification of compliance by Trinity Metro staff.

Trinity Metro Audits

Trinity Metro reserves the right to randomly audit Contractor employee files for compliance for safety-sensitive personnel. Upon Trinity Metro's request, all safety-sensitive personnel records, to include at minimum, MVR and background checks, shall be made available to Trinity Metro. Contract employees found to be out of compliance shall be removed from Service until verification of compliance by Trinity Metro staff. It is the Contractor's responsibility to keep Contract compliant documentation for all personnel considered safety-sensitive. Should Trinity Metro's random audit find a non-compliant file, the Contractor shall be assessed liquidated damage (See attached Schedule C, Non-Compliance Fee.)

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for providing all levels of staff as required to deliver the service vehicles listed in this Scope of Service. It is the Contractor's responsibility to maintain appropriate management staffing levels for all administration and personnel. The Contractor's

Staff shall, at a minimum:

- be proficiently trained in ADA regulations and compliance requirements
- be proficiently trained in Trinity Metro policies and procedures
- be proficiently knowledgeable of the Trinity Metro Service area and hours of service
- be proficiently knowledgeable of the Trinity Metro Service Street system for development of detours/alternate routing for inclement weather, parades, construction and/or street closures as required
- be prepared to conduct conversation(s) in other languages by use of adequately trained staff or translation services
- be sensitive to persons with disabilities, including persons with speech disabilities
- be sensitive to passengers' needs and must be able to handle passenger complaints, rudeness and problems as they occur or are required
- be proficient in administering all U.S. Department of Transportation regulations which require that any Contractor that provides transportation services to a Federal Transit Administration (FTA) grant recipient (i.e. Trinity Metro), must establish and maintain a program for the prevention of prohibited drug use and alcohol misuse in transit operations. This anti-drug use and alcohol misuse program must include a written substance abuse policy and drug and alcohol testing program in accordance with Federal regulations as contained in 49 CFR Part 655 and 49 CFR Part 29. Successful proposers will have in place a comprehensive anti-drug use and alcohol misuse program that meets or exceeds all Federal requirements. Trinity Metro will, from time to time, audit Contractor's records and drug testing program to ensure total compliance.

TRAINING REQUIREMENTS

The Contractor shall assure that each driver authorized to provide services under this contract has successfully completed Passenger Assistance Techniques and a Defensive Driving Course (DDC). The procedures for training drivers on the proper way to provide the Route 30 - CentrePort Circulator and Route 31 - TRE Link service must be included in proposal.

The Contractor shall be responsible for all training and shall ensure that all personnel understand and use safe and efficient driving and passenger assistance practices while performing any and all Trinity Metro Services. Each driver trainee shall be trained to safely operate each vehicle type included within this Contract prior to its operation. All personnel shall be monitored by the Contractor to ensure Contract performance and the Contractor shall schedule refresher courses as needed. Trinity Metro reserves the right to review and approve all training, materials and course work prior to Contract commencement and throughout the term of the Contract. Trinity Metro also reserves the right to participate in any safety and/or training activity. The Contractor shall provide its Training Program for Trinity Metro's review and approval.

Training

All driver training materials must be approved by Trinity Metro to ensure minimum standards are met. The Contractor shall test each driver trainee at the end of the training to determine competency, and shall monitor performance throughout employment to ensure each driver follows

all procedures introduced in training. The following subsections address primarily the mandatory training requirements for Trinity Metro Drivers, Street and Safety Supervisors, Starters and Assistant Starters, but the same knowledge is applicable to all Contract personnel involved in service delivery. At minimum, training shall include the following:

A Service Procedures session shall train all driver trainees in the general service provision including Trinity Metro procedures, how to operate the farebox for passenger counting and Transit Master for vehicle location. Each driver trainee shall complete a minimum of eight (8) hours training on these topics.

Vehicle Pre-Trip Inspection Procedures - The Contractor shall ensure that the driver trainee is trained and understands and practices vehicle pre-trip vehicle inspection procedures utilizing a Trinity Metro pre-approved vehicle inspection book. The vehicle should be checked for body damage and to make sure all features are operating properly including, but not limited to wheelchair lift/ramp operation, headsign operation, Transit Master operation, and farebox. Failure to conduct any part of the pre-trip inspection may lead to assessment of Non-Compliance Fee. Each driver trainee shall complete a minimum of eight (8) hours training on these topics.

ADA

In accordance with the nondiscrimination requirement of Title 49, Subtitle A, of the DOT's ADA regulations, the Contractor shall train driver trainees, at minimum, on the following ADA requirements and definitions: use ramp and boarding direction, use of securement belts, bus stop announcements, Trinity Metro hours and days of service, and service animals.

Customer Service Standards

A Trinity Metro Customer Service Standards session shall teach the driver trainee about Trinity Metro and the Contractor's expectations for exemplary customer service.

Conflict Resolution/Customer Relations Training

All driver trainees are required to complete a Trinity Metro approved Conflict Resolution Training Program and a Trinity Metro approved Customer Relations Program. This training shall be renewed every two (2) years during the term of this Contract. Drivers who are not current with Conflict Resolution/Customer Relations Training may not operate Trinity Metro Services.

Customer Satisfaction

The Contractor shall ensure that all driver trainees practice good customer service skills and achieve high customer satisfaction. The Contractor shall submit its training plan to Trinity Metro for review and approval.

Customer Service and Sensitivity

The Contractor shall ensure that all driver trainees practice and implement customer service and sensitivity while operating Trinity Metro Services.

Collision Prevention/Reporting

The Contractor shall ensure that drivers practice safe driving methods and fully understand Trinity Metro's collision reporting procedures. Each driver trainee shall complete a minimum of two (2) hours of training on this topic.

Defensive Driving Course

A certified Defensive Driving Course (DDC) session must be conducted by a certified instructor during initial training, and all Drivers shall complete an approved DDC course every two (2) years under the direction of a certified instructor. The DDC course must be a minimum of six (6) hours for initial training and the refresher course must be a minimum of two (2) hours. Drivers who are not current with their DDC may not operate a vehicle in service for Trinity Metro.

Driving Competency Behind the Wheel

A Driving Competency Behind the Wheel (BTW) session shall be conducted with all driver trainees during initial training. Each driver trainee shall be accompanied by a training instructor at all times. The Contractor's training ratio, student/instructor, shall be no more than three to one (3:1). Each driver trainee shall be given opportunities to perform all tasks required of a fully trained driver, with responsibility increased gradually as indicated by the trainee's performance. Upon completion of the behind-the-wheel training, the training supervisor shall test each driver trainee's overall knowledge, driving skills and ability to maneuver the vehicle on Route 30 - CentrePort Circulator and/or Route 31 - TRE Link. All driver trainees shall complete a minimum of forty (40) hours of training on this topic. At the end of training they must be tested by a Trinity Metro Supervisor to ensure they know how to properly provide the required service. The driver must successfully pass the test prior to the driver operating a vehicle on their own in service for Trinity Metro.

Emergency Notification Procedures

The Contractor shall ensure that driver trainees fully understand flood and other emergency procedures. This training shall be repeated every two (2) years. Each driver shall complete a minimum of one (1) hour of training during each session.

Passenger Count Training

The Contractor shall ensure that all driver trainees fully understand all procedures for proper passenger counting. Each driver trainee shall complete a minimum of one (1) hour of training on this topic.

Techniques for Assisting Passengers

A Techniques for Assisting Passengers (TAP) session must be conducted by a certified instructor provided by Trinity Metro's training staff. This training shall be repeated every two (2) years. Each driver trainee must complete a minimum of eight (8) hours of training during each session. All drivers shall be required to attend a four (4) hour refresher training course if the driver receives more than two (2) verifiable service complaints regarding passenger relations or safety within a

six (6) month period. The Contractor shall provide documentation and verification of the refresher training and the records shall be retained in the driver's file.

Wheelchair Securement

A Wheelchair Securement Training session shall be conducted by a certified instructor on proper passenger securement and vehicle-alighting - and - boarding procedures for a minimum of four (4) hours. This shall be repeated every two (2) years.

REFRESHER/REMEDIAL TRAINING

The Contractor shall schedule refresher/remedial training as needed for any employee with a pattern that demonstrates a lack of understanding. The Contractor shall provide documentation and verification of all refresher/remedial training and the records shall be retained in the driver's file. All refresher/remedial training files shall be reviewed at the end of every month by Trinity Metro's project management staff.

The Contractor shall ensure that all Trinity Metro Transportation Services provided by this Contract meet Trinity Metro's goal of on-time performance. The Contractor shall monitor drivers to ensure that proper training and/or retraining is provided when any of the following conditions exists:

- Drivers with low on-time performance
- Drivers with high levels of collisions and/or incidents

Remedial Training

Contractor shall ensure that Drivers receive a minimum of:

- One (1) hour one on one retraining after a preventable collision and/or at Trinity Metro's request
- Two (2) hours one-on-one retraining after a driver receives more than two (2) verifiable Service complaints regarding passenger relations and/or safety within a six (6) month period and/or at Trinity Metro's request
- Eight (8) classroom hours and eight (8) hours of observed ride checks and/or at Trinity Metro's request for driver who underperform as deemed by Trinity Metro and/or the Contractor

Refresher Training

The Contractor shall ensure that Drivers receive mandatory minimum training as noted below before returning to regular duties from a medical leave; return to work, re-instatement or any separation from their regular duties:

- 90 days to less than 1 year 3 days with training instructor 1 day with line instructor

Recertification

The Contractor shall ensure that drivers undergo a full recertification every two (2) years to include a minimum of:

- ADA
- Conflict resolution/customer relations
- Customer Service/Sensitivity
- Emergency procedures
- Passenger counts
- Techniques for Assisting Passengers (TAP)
- Wheelchair lift/ramp and wheelchair securement

Ride Checks

The Contractor, at a minimum, shall ensure that every driver has a ride check once every year during revenue service. Each target ride should be a minimum of two (2) hours. Trinity Metro System Safety personnel or other representatives may elect to also conduct observation rides with the Contractor's Drivers with or without prior notice to the Contractor to ensure compliance with the terms of the Contract. Copies of all Contractor observation ride forms shall be made available to Trinity Metro when requested. A summary report is due monthly to Trinity Metro's Project Manager. Failure to conduct and document mandatory ride checks may result in the assessment of Non-Compliance Fee. Trinity Metro shall conduct a check ride with all new Contract drivers prior to beginning revenue service.

Line Instructors

Line Instructors also known as Behind the Wheel Trainers (BTW) - the Contractor shall ensure that Line Instructors/ BTW have a minimum of 5 days of line instruction/BTW certification prior to training any drivers. The certification shall include:

- Vehicle Operations

Defensive Driving, e.g. Smith System or Trinity Metro approved equivalent:

- Pre-trip
- ADA
- Training Forms, documentation collision Procedures
- Diversity, Anti-Harassment and violence in the work place

Post-Hire Requirements and Removal

Trinity Metro reserves the right to request the removal of any Contract Operator from revenue service.

Safety and Training

The Contractor's Safety and Training staff shall perform safety administration and enforcement for all service vehicles providing services for Trinity Metro. The Contractor shall provide a qualified Safety and Training staff (categorized as safety-sensitive). This Safety and Training staff shall be maintained at the appropriate levels to provide the supervision as required of the contract. At minimum the Contractor shall have one (1) Safety Supervisor for the coverage of all shifts of Service Vehicles.

The Safety and Training Staff shall successfully administer the following duties which are considered by the DOT and FTA as (Safety Sensitive):

- provide complete administration of safety to also include the providing of any required training, monitoring, tracking, and documentation of training records
- the Contractor shall provide all training documentation, certifications and safety programs to Trinity Metro for Trinity Metro's review and approval anytime this material(s) might be requested
- any updates and/or changes made by the Contractor regarding training, certification and/or safety policies or procedures shall be provided to Trinity Metro management for review and approval
- employ and maintain the appropriate number of full or part time qualified drivers to satisfy the demands of the contract
- responsibly monitor drivers for safe vehicle operation and compliance to the training received for (TAP see below)
- conduct driver safety performance reviews
- there shall be a safety meeting held with all drivers at least once per quarter resulting in a minimum of four (4) safety meetings held each calendar year, Trinity Metro management shall be notified with advance notice of at least 4 weeks of any/all safety meetings scheduled
- Trinity Metro management reserves the right to attend any/all safety meetings held as an observer
- provide immediate response to any collision involving a revenue service vehicle, regardless of the day of the week or time of day
- conduct an on-site investigation of all revenue service vehicle collisions
- Trinity Metro reserves the right to review any/all collision data or documentation with the Safety and Training Staff within one (1) business day following the collision for evaluation and analysis
- if the Contractor utilizes any type of electronic vehicle data management solution for driver

safety such as "DriveCam," or any other, the Contractor shall provide these video recordings or data when requested by Trinity Metro.

NOTE: Such recordings, data, or other documentation are subject to 'Requests for Documents' under The Texas Public Information Act (TPIA):

- provide all training as required by Trinity Metro and the FTA for these drivers per the contract
- all new, refresher, remedial and any other required training of drivers,
- all new, refresher, remedial and any other required training of support staff to include starters, assistant starters, street service supervisors, dispatch office service supervisors

The Contractor shall ensure its Training Instructors have been properly trained and certified where required to conduct the training courses specified herein. TSI training and or certification(s) shall be received from Training Safety Institute, (TSI). TSI is the agency which has been authorized to conduct this training by the DOT per "Moving Ahead for Progress in the 21st Century" (MAP-21).

Training Instructors shall be trained and certified in the following:

- TSI Course SMS Awareness (Online Course free following TSI Student enrollment)
- TSI Course (ICTT) - Instructors Course for Transit Trainers
- TSI Course (FBCI) - Fundamentals of Bus Collision Investigation
- Smith System or another professional driving course of adequate similarity (courses other than Smith System must be pre-approved by Trinity Metro)

Following the completion of all training outlined above, and prior to the release of a contract driver into revenue service, someone from Trinity Metro's staff shall conduct a final ride check and then sign off, thus approving the contract driver for assignment.

UNIFORM REQUIREMENTS

Contractor drivers are required to wear the same uniform pant and shirt that Trinity Metro operators wear. They can be purchased through Trinity Metro's current uniform provider. Approved shoes, driving gloves, and baseball type caps are also available from the supplier. The successful contractor may place a patch on the driver's shirt recognizing their company. The contractor's patch and placement must be approved by Trinity Metro.

VEHICLES

Trinity Metro will provide three (3) 2020 35' Gillig BRT styled buses that have 2 wheelchair positions and 28 seats when no wheelchairs are on board for Route 31 - TRE LINK. Current schedule can be operated with two vehicles, thus four allows for a spare to be kept on-site even when one bus is away for service.

Provided vehicles will be adequately sized to support the passenger requirements and will provide non-dedicated wheelchair spaces in all vehicles.

Provided vehicles will run on Compressed Natural Gas (CNG). The vendor will be responsible for the fuel for all vehicles used in revenue service.

The contractor must provide storage and light maintenance (cleaning, checking/topping of fluids, airing tires, etc.) of Trinity Metro vehicles in close proximity to CentrePort to minimize accumulation of deadhead miles. Note that Gillig buses do not have traditional key cylinder locks on the doors and must be stored in a secure, fenced location to prevent unauthorized access, vandalism or theft. Trinity Metro must approve the location where the buses will be maintained and stored.

Contractor shall provide vehicles if proposing to operate Route 30 as On-Demand or TNC Service.

On-Demand service vehicles must be able to accommodate at least 12 or more passengers.

On-Demand Vehicles must be wheelchair accessible.

On-Demand Vehicles must be wrapped in vinyl Trinity Metro On-Demand livery.

Alternative TNC operation must provide accommodation for wheelchairs without substantial reduction in response time.

Accident damage to Trinity Metro's vehicles due to neglect or driver error must be reported to Trinity Metro immediately. Trinity Metro will repair damages and bill the Contractor for the expenses.

MAINTENANCE WORK

Contractor must check fluid levels, tire pressures and monitor Trinity Metro owned vehicles for leaks daily while in service to ensure that they are not disabled or mechanically damaged while in Contractor's possession. If fluid levels must be refilled or leaks are suspected, Contractor must contact Trinity Metro Maintenance Department and request authorization to replenish if necessary and/or arrange to return the vehicle for maintenance or repair.

All vehicles, whether provided by Trinity Metro or the contractor, must be in good working order at all times. All components, including body, frame, furnishing, mechanical, electrical, or other operating systems must be in proper working condition free from damage and malfunction. This includes, but is not limited to, brakes, suspension, exhaust system, safety belts (if applicable), and climate control systems. Contractor shall clean all vehicles daily, including at a minimum floor sweeping, window cleaning, spot/stain removal, and dusting of all interior surfaces. The vehicle shall be free of any strong offensive or noxious odor. In addition, the exterior shall be kept clean to avoid dirt build-up, spotting, or other unsightly appearance.

No smoking or use of any tobacco product shall be allowed in a vehicle, whether Trinity Metro provided or Contractor provided, at any time. Since tobacco odors tend to linger by permeating interior vehicle surfaces, the object of this prohibition is to provide not only a smoke free environment for our customers, but an odor free environment as well.

Contractor must be able to demonstrate capability to perform these basic maintenance functions. Trinity Metro reserves the right to inspect the vehicles at any time to ensure they meet the standards set by Trinity Metro.

On route break downs

The Contractor shall contact Trinity Metro immediately when a Trinity Metro vehicle breaks down on route and cannot continue on in service. Trinity Metro will advise the contractor of possible solutions or provide a replacement vehicle if required.

Towing

The Contractor should contact Trinity Metro first so our maintenance team can assess the damage and advise the contractor for any towing needs.

Collision Damage

All collision damage must be repaired prior to returning any service vehicle to Trinity Metro service. Minor scratches, minor dings and dents may be repaired during scheduled maintenance activity, but obvious damage shall be repaired prior to the service vehicle entering revenue Trinity Metro service. Under no circumstances shall service vehicles be permitted to operate in revenue Trinity Metro service with missing panels, unpainted repairs or primer paint showing. The Contractor shall report to Trinity Metro immediately all collisions and incidents, regardless of service status, and in writing within one business day of the collision/incident, to the Trinity Metro Project Manager, Trinity Metro's Contracting Officer, and Maintenance Department.

The Contractor shall not operate any service vehicle in Trinity Metro Revenue service with missing or broken glass, to include windshields, door glass, driver's windows, and all side windows. All exterior lamp lenses shall be attached to the vehicle during Trinity Metro Service. Other glass in the vehicle shall be replaced when scratched, damaged, becomes unsightly, or is otherwise damaged to the point that passengers cannot see out clearly.

The Contractor shall be responsible for scheduling with Trinity Metro Maintenance for all needed repairs and decal replacements on Trinity Metro owned vehicles, including painting associated with collision repairs. All Body repairs and or collision repairs to Trinity Metro owned vehicles shall be repaired by Trinity Metro's Maintenance department prior to the service vehicle being returned to revenue Trinity Metro service.

For On-Demand service vehicles, Contractor must have a satisfactory maintenance and repair program, including spares.

Tires

All tires shall meet the Texas State inspection requirements plus have a minimum tread depth of no less than 4/32 for the front tires and 2/32 for the rear tires. The spare tire(s) shall also meet these requirements. Recapped, retreaded tires are prohibited for use.

OPERATING PROCEDURES AND GUIDELINES

Contractor is to provide the service as described in Trinity Metro's Route 30 - CentrePort Circulator and the Route 31 - TRE Link schedules. Trinity Metro reserves the right to change the way the service is provided as necessary. Trinity Metro also reserves the right to request reduced or suspended service due to conditions caused by, but not limited to, severe weather or days following severe weather.

If it becomes a safety concern to continue service, Trinity Metro will communicate with the Contractor to determine if service should be halted for the day. The decision to halt service will be at Trinity Metro's discretion. If service is stopped, Trinity Metro will pay the Contractor for service vehicle revenue service for all vehicles that began service as scheduled through one (1) hour after service is halted to allow time for the vehicles to return to the Contractor's facility. Trinity Metro shall not compensate for vehicles scheduled for pull-out after service is stopped or for vehicles scheduled for pull-outs that do not operate.

If Trinity Metro changes the route and it is not modified enough to cause significant change in mileage, the rate will remain the same. If a modification did cause a significant mileage change, an adjustment may be renegotiated.

RECORD KEEPING REQUIREMENTS

The Contractor will be required to record and maintain operational records that comply with the system of accounts, records, and reports required by Federal Transit Administration (FTA) and the Fort Worth Transportation General Solicitation Packet. The Contractor will be required to record daily passenger counts, daily revenue miles as well as deadhead miles between the CentrePort Station and the Contractor's garage and a monthly report of total ridership. Separate reports for Route 30 and Route 31 are required. (Exhibit A for example of Route 30,).

In addition, Gillig buses used for Route 31 – TRELink are equipped with mobile data terminals, global positioning systems, fare boxes and automatic passenger counters. Drivers will be responsible for logging into these onboard systems (instructions/training will be provided) and ensuring that data is being collected and transmitted. While cash fares are not collected on Route 31, driver will be responsible to tally each passenger boarding on the farebox keypad. This electronic data is critical for passenger-facing apps such as GoPass and reporting to the National Transit Database. Logged data will be monitored daily by Trinity Metro and manual farebox tally will be cross-checked to see that it corresponds closely with the APC counts.

ANTI-DRUG USE AN ALCOHOL MISUSE PROGRAM

The U.S. Department of Transportation regulations require that any contractor that provides transportation services to a Federal Transit Administration (FTA) grant recipient (i.e. Trinity Metro) must establish and maintain a program for the prevention of prohibited drug use and alcohol misuse in transit operations. This anti-drug use and alcohol misuse program must include a written substance abuse policy and drug and alcohol testing program in accordance with Federal regulations as contained in 49 CFR Part 653, 49 CFR Part 654, and 49 CFR Part 29.

The successful Contractor must have in place a comprehensive anti-drug use and alcohol misuse program that meets or exceeds all Federal requirements. Trinity Metro will, from time to time, audit Contractor's records and drug testing program to ensure total compliance. The successful Contractor shall be required to comply with the requirements of this document.

- As part of your submittal, proposals should include the following:
- A copy of your anti-drug use and alcohol misuse policy.
- Name, address and telephone number of your Medical Review Officer.
- Name, address, telephone number, and contact person at the drug testing laboratory you will be using.

- Location of your specimen collection site if different than number 2 above.
- A description of your chain of custody protocol.

Other than the drugs specified for testing (49 CFR Part 653), what additional substances will you test for, if any, and under what conditions? Please describe in full.

Any proposal that does not include all of the required information listed above will be rejected. Any proposal that does not meet the minimum standards specified in 49 CFR Part 653, 49 CFR part 654, and 49 CFR part 29 will be rejected. In order to avoid any confusion on this matter, proposers are encouraged to submit any and all information relevant to their drug testing program.

Consequences of Positive Drug Test:

Contractor agrees to carry out pre-employment and other drug testing for all safety sensitive employees and sub-contractors performing safety sensitive functions related to this service. Contractor agrees not to hire or contract with any persons who test positive for substances prohibited under Trinity Metro's Drug Free Workplace Policy to perform any services under any contract awarded to and to immediately take actions Contractor deems appropriate to insure that any such persons (those who have tested positive for use of an applicable prohibited substance) perform no services under any such agreement after Contractor's receipt of the drug test report. Trinity Metro will also have the right to object to the use by any Contractor of any person to perform services under any agreement, based on the results of any drug test, and upon Trinity Metro's objection, any Contractor shall not thereafter use any such persons to perform any services under any agreement with Trinity Metro.

PAYMENT TERMS

Unless other arrangements are requested in writing by the successful proposer and agreed to by Trinity Metro during negotiations, the successful Contractor will be paid once monthly, thirty (30) days after Trinity Metro receives a properly accepted invoice.

NON-COMPLIANCE FEE (NCF)

National Transit Database (NTD) Report

NCFs shall be assessed if the Contractor's report for NTD are submitted incomplete and/or inaccurately, or submitted late past the Trinity Metro established due date(s). Failure to report all accurate requested data to Trinity Metro by pre-established deadlines may jeopardize Trinity Metro's federal funding.

Non-Compliance Fee:

- \$100.00 for each calendar day late for any ad-hoc, monthly and/or quarterly reports
- \$500.00 for each calendar day late after the pre-established date for the yearly report

Late Accident/Incident Reporting

NCFs shall be assessed per day for late accident/incident reporting for the NTD Safety and Security Reporting. The Contractor shall submit reports accurately and completely directly into Trinity Metro's database the next business day or within 48 hours of all incidents and/or accidents.

Non-Compliance Fee:

\$250.00 per day

EEO, Title VI or DOT/FTA guidelines of The Drug and Alcohol Policy and Program

NCFs shall be assessed if the Contractor is found by Trinity Metro or the FTA to be in violation of EEO, Title VI or DOT/FTA guidelines of the Drug and Alcohol policy and program. NCFs shall be assessed on a daily basis from the date of the written notice until either Trinity Metro or FTA deems compliance has been met and issues a written notification.

Non-Compliance Fee:

First violation \$500.00 daily

Second violation \$1,000 daily

Third violation \$1,500 daily

Fourth violation \$2,000 daily

Missed Trips

NCFs will be assessed for each missed trip due to driver not available to provide the service or driver not following the published schedule. If Contractor is providing maintenance on the vehicles and a vehicle breaks down, each missed trip due to the breakdown (road call interruption) will be charged an NCF.

Non-Compliance Fee:

\$25.00 per occurrence

Driver Infractions

NCFs shall be assessed Driver-related infractions as documented or reported to Trinity Metro. Driver-related infractions include, but are not limited to:

- Driver(s) not following the schedule
- Driver(s) or Street Supervisor(s) not in complete proper uniform
- Driver(s) and/or any other passenger(s) smoking while in the vehicle at any time
- Driver(s) who display unprofessionalism to Trinity Metro passengers and/or other personnel

Non-Compliance Fee:

\$25.00 per day/ per occurrence

Vehicle Non-Compliance

NCFs will be assessed per occurrence for non-compliant vehicle(s). The Contractor is required to maintain all required vehicles in accordance with terms and conditions of this Contract. Examples of non-compliance include, but are not limited to:

- Vehicle(s) in-service not properly logged into the Radio, Transit Master, Farebox, or any other required systems as applicable
- Vehicle(s) in-service that are not clean, exterior or interior
- Vehicle(s) in-service with damaged seats or damaged interiors
- Vehicle(s) in-service with leaky interiors due to A/C Condensation or any other fluid(s)
- Vehicle(s) with accident damage or body damage
- Vehicle(s) with graffiti or damages in the driver's area as a result of driver misuse or abuse
- Vehicle(s) with inoperable Radios, Transit Master, Headsigns, or Fareboxes
- Vehicle(s) with inoperative interior and/or exterior lights
- Vehicle(s) with lack of current Trinity Metro-issued publications
- Vehicle(s) with severely cracked windows or windshields
- Vehicle(s) with sub-standard climate control
- Non-Repair of Vehicle(s) with mechanical failures after 30 business days.

Non-Compliance Fee:

\$50.00 per occurrence/per day/per vehicle

Reporting Infractions

NCFs shall be assessed for reporting infractions. Reporting infractions may include failure to submit reports by established dates, submission of inaccurate or incomplete reports, or maintaining proper records. Examples of reporting infractions include, but are not limited to:

- Failure to maintain and submit any requested Daily reporting as required and/or requested.
- Failure to maintain and submit any requested Weekly reporting by 1:00 p.m. the following Monday
- Failure to maintain and submit Monthly Road Call Reports, Miles and Hours Reports, NTD Reports, etc.
- Failure to maintain historical, current and updated records for vehicle maintenance, per vehicle
- Failure to submit written reports for emergency services, accidents and/or incidents within twenty-four (24) hours involving Trinity Metro passengers or Trinity Metro assets

Non-Compliance Fee:

\$50.00 per day/per occurrence

Safety Infractions

NCFs shall be assessed per occurrence for “Safety Infractions” as documented or reported to ACCESS. Safety infractions include, but are not limited to:

- Consumption of food while operating a Vehicle
- Contractor’s personnel who fail to properly complete any and all accident/incident reports regarding Trinity Metro passengers and/or Trinity Metro property including an incomplete Drug & Alcohol decision tree
- Driver(s) or Street Supervisor(s) not in possession of a valid Texas Driver’s License and a Department of Transportation (DOT) medical card, while in Revenue Service
- Dispatch Office of incidents/accidents/emergency services involving Trinity Metro passengers and/or property
- Failure to conduct pre-trip inspection, including cycling of the wheelchair ramp or lift
- Failure to maintain Vehicle with current Original Equipment Manufacturer/Manufacturing (O.E.M.) updates and standards
- Failure to make initial contact and maintain contact with Dispatch Office
- Failure to notify Trinity Metro of an uncovered manifest
- Failure to properly tie down a wheelchair
- Improper use of the equipment
- Vehicles with expired State Vehicle Registrations Stickers
- Vehicles with expired Texas Department of Public Safety Inspection Stickers
- Vehicles with missed Preventive Maintenance Inspections (“PMI”)
- Operation of a Manifest with non-trained personnel
- Operation of a Vehicle while texting
- Operation of a Vehicle with a cell phone, cell phone ear piece or ear cord
- Texting while driving
- Reckless driving
- Running Red Lights
- Speeding
- Violation of RR crossing laws, including failure to stop properly

Non-Compliance Fee:

\$50.00 per occurrence

Vehicle Non-Compliance

NCFs shall be assessed per Vehicle or driver removed from service by Trinity Metro for non-compliance; this may be due to non-vehicle compliance and/or operator issue.

Non-Compliance Fee:

\$50.00 per Vehicle

Section 6 Special Provisions

6.1 Contract Award

This will be a Fixed-Price Contract. The contract period will be for three (3) years with two, one (1) options to renew. Delivery and performance shall be made only as authorized after funding appropriations and program approval have been granted by Trinity Metro's Board of Directors.

6.1.1 Pricing Firmness

Pricing submitted in response to this RFP shall be firm and fixed. Proposers must account for the gap between the contract execution (expected May/June 2026) and the service effective date of October 1, 2026. No price adjustments for inflation, labor increases, or mobilization will be accepted between execution and the effective date.

6.2 Expenses & Invoicing

Contractor shall submit monthly invoices for Services delivered, completed and accepted, via email to Trinity Metro's Accounts Payable department at accountspayable@ridetm.org and copy the Department Representative listed under Notices in the contract. The invoice will consist of the contract number, purchase order number, line item number, item description, quantity, units, unit price, and total line item amount. Each invoice shall also include supporting documentation for all eligible expenditures.

Approved invoices amounts will be paid net 30 days from the invoice date. Invoice payments will be made either by check or via Electronic Funds Transfer (EFT) to Contractor's designated banking institution. EFT payments are Trinity Metro's desired method of payment. Appropriate Vendor and EFT forms will be provided to Contractor at time of execution of this agreement.

6.3 Selection Procedure

1. Proposals received after date and time specified in Section 2 are not eligible and shall not be considered for award of the Contract.
2. An Evaluation Committee shall evaluate each proposal that was submitted on time and the evaluation shall be based on the criteria listed Section 4. The sum total points scored on both qualifications and price will be considered in award of a contract. Following this initial evaluation, the Evaluation Committee may make a recommendation to the Board of Director(s) concerning award of contract without further discussion with Proposers. The top rated Proposers may be asked to make an oral presentation to the evaluation team for the purpose of further clarification and evaluation of their proposals.
3. Oral presentations, if required, shall be conducted to solicit information to enable the Evaluation Committee to evaluate the capability of the applicable Proposer regarding the desired goods and/or services. If Trinity Metro notifies a Proposer that an oral presentation is required, Trinity Metro shall inform the Proposer of the schedule, order and procedure for the presentation, including its content, time limits, identity of the presenters, and use of handouts and visual aids. Trinity Metro may tape record and/or videotape any presentation.
4. If demonstrations are scheduled, the representatives of the Proposer and of its pertinent necessary proposed subcontractors or subconsultants shall be present at the demonstration. During the demonstration, the Evaluation Committee may advise the Proposer of deficiencies in the process and shall allow the Proposer to satisfy the

requirements, questions, or concerns by submitting an amended final proposal. The Proposer may decide not to modify its proposal and may inform the Evaluation Committee that the proposal is firm and final.

5. Notwithstanding the foregoing, Trinity Metro at its sole option may elect to forego demonstration presentations. Consequently, all proposals shall be comprehensive and clear. No Proposer shall rely upon the opportunity to present additional or clarifying information at a later time.
6. The Evaluation Committee shall not disclose any information included in a proposing firm's Proposal Documentation to another firm, and shall not disclose any information for the purpose of bringing one firm's Proposal Documentation up to that of a competitor's Proposal Documentation.
7. If amended final proposals are accepted, the Evaluation Committee shall reevaluate each of the final proposals, including those deemed final at a demonstration, if any. Final proposals shall be evaluated on the same criteria used in the first evaluation.
8. The Evaluation Committee may recommend the top ranked Proposer to the Board of Director(s), who shall make the final selection.
9. Award of contract shall be made to the responsive, responsible Proposer whose proposal is determined to provide the best value to Trinity Metro based on the evaluation criteria set forth in Section 4.

6.4 Open Records

All proposals become the property of Trinity Metro and are subject to the Texas Public Information Act (PIA). Proposers must familiarize themselves with the provisions of the PIA. In no event shall Trinity Metro, or any of its agents, representatives, proposers, directors, officers, or employees be liable to a Proposer for the disclosure of all or any portion of a proposal. If Trinity Metro receives a request for public disclosure of all or any portion of a proposal, Trinity Metro will endeavor to notify the Proposer of the request. If a Proposer has special concerns about information which it desires to make available to Trinity Metro but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, it shall identify those portions of its proposal by clearly and prominently marking it "**CONFIDENTIAL.**" The basis of the claim of confidentiality shall be stated in the proposal adjacent to the marked information. Blanket statements regarding the confidentiality of information may not be sufficient to protect the confidentiality of information submitted. A Proposer is encouraged to seek counsel regarding any information it seeks to keep confidential.

In no event shall any of Trinity Metro's directors, employees, administrator, consultants, or agents be liable for the disclosure of any materials or information submitted in a Proposal.

6.5 Proposer's Acknowledgement

By submitting a proposal, the Proposer unequivocally acknowledges that the Proposer has read and fully understands this RFP, and that the Proposer has asked questions and received satisfactory answers from Trinity Metro regarding any provisions of this RFP with regard to which the Proposer desires clarification.

6.6 Incorporation of Proposer's Proposal

1. Trinity Metro reserves the right to incorporate all or portions of the successful Proposer's proposal including any revisions and supplements into the Contract by reference or in full.
2. If, after Contract award, it is discovered that changes were agreed to in writing during negotiations, but were not incorporated into the resulting Contract, such changes shall be considered administrative in nature and incorporated by unilateral modification at no change in the Contract cost or price, or other terms and conditions. To satisfy the contract requirements, Proposer shall adhere to the price and other terms accepted by Trinity Metro.
3. Notwithstanding the foregoing, no portions of the proposal that conflict with, limit, impair, or otherwise diminish the benefits afforded to Trinity Metro under this RFP shall be deemed incorporated into the Contract only if such provisions are expressly approved by Trinity Metro in writing.

6.7. Insurance Requirements

The Contractor shall, at all times during the term of this Contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of Trinity Metro and the Contractor with limits of liability not less than those specified below.

1. **Comprehensive Automobile Liability** insurance or its equivalent, covering all owned, hired and non-owned vehicles used in connection with the work performed under this contract with combined single limits for bodily injury of \$300,000 and property damage liability of \$5,000,000.
2. **Commercial General Liability** insurance or its equivalent, providing limits of \$5,000,000 for bodily injury and \$300,000 property damage per occurrence with a general aggregate of \$2,000,000 and a products and completed operations aggregate of \$2,000,000. There shall not be any policy exclusions or limitations for the following:
 - Contractual Liability covering Contractor's obligations herein
 - Personal Injury Advertising Liability
 - Medical Payments
 - Fire Damage Legal Liability
 - Broad Form Property Damage
3. **Workers' Compensation Insurance** or its equivalent, providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the Contractor's employees performing work under this contract. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease. This insurance shall be endorsed with a Waiver of

Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from Trinity Metro.

4. **Certificates of Insurance** - Before commencing execution of this contract, the Contractor shall mail Certificates of Insurance satisfactory to Trinity Metro (or, as and when Trinity Metro may direct, copies of the policies endorsements or actual insurance policies) at the address in Section 3 evidencing that insurance as required by paragraph (a), and all subparagraphs to (a) above, is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to Trinity Metro shall be in form and content acceptable to Trinity Metro.
5. **Approval of Forms and Companies** - All coverage described in this contract shall be in a form and content satisfactory to the Contracting Officer. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance shall be provided by insurance companies with a Best's Rating of A- or better.
6. **Additional Insured Endorsement** - The policy or policies providing Commercial General Liability, Automobile Liability, and as otherwise required above shall be endorsed to name Fort Worth Transportation Authority, their directors, officers, representatives, agents and employees as Additional Insured as respect to operations performed by or on behalf of the Contractor in performance of this contract. The policy shall also be endorsed to name other interests as directed by Trinity Metro. The policies shall be primary and non-contributory.
7. **Notice of Cancellation or Material Changes** - Policies and/or Certificates shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to Trinity Metro.
8. **Multiple Policies** - The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.
9. **Deductibles** - Companies issuing the insurance policies and the Contractor shall have no recourse against Trinity Metro for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.
10. **Subcontractors** - If any part of the work is sublet, Contractor shall require any and all subcontractors performing work under this contract to carry workers' compensation insurance, in accordance with paragraph (a) above. The Contractor shall determine any other types of insurance and the limits of liability that Contractor shall deem appropriate and adequate to protect the interests of Trinity Metro. In the event a subcontractor is unable to furnish any insurance required under this Contract, the Contractor shall endorse the subcontractor as an Additional Insured or become an Alternate Employer. The Contractor shall obtain and furnish to Trinity Metro certificates of Insurance evidencing subcontractors' workers' compensation insurance coverage. If a

subcontractor's certificate of Workers' compensation insurance expires during the period of performance, Contractor shall obtain a renewal certificate. All certificates of workers' compensation insurance shall be maintained by the Contractor for a period of not less than 1 year. All other insurance certificates for subcontractors shall be furnished to Trinity Metro upon request.

11. **No Release** - The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

6.8 Interest of Members of Trinity Metro

No member of the governing body of Trinity Metro, other officer, employee or agent of Trinity Metro who exercises any functions or responsibilities in connection with the carrying out of the activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

6.9 Interest of Other Local Public Officials and State Officials

No person who exercises any functions or responsibilities in the review or approval of the carrying out of activities to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No part of the proceeds shall be paid directly or indirectly to any officer or employee of the State of Texas as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or Proposer to Trinity Metro in connection with any work contemplated or performed relative to this Contract.

6.10 Interest of Members, Or Delegates to Congress

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract, or to any benefit arising there from.

6.11 Interest of the Proposer

The Proposer represents, warrants, and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Proposer further covenants that no person having such interest shall be employed in the performance of this Contract.

6.12 Authority to Enter Contract

The Proposer has all requisite power and authority to conduct its business and to execute, deliver, and perform services specified in the RFP and any Contract that may be issued. The Proposer warrants that the individuals who have signed the Proposal have the legal right and authority to bind the Proposer.

6.13 Authorization of Proposal

If the Proposal is made by an individual doing business under an assumed name, the Proposal shall so state. If the Proposal is made by a partnership, the full name and addresses of each member and the address of the partnership shall be given and the Proposal shall be signed by one member thereof. If the Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer. If the Proposal is made by a joint venture, the full name and address of each member of the joint venture shall be given and the Proposal shall be signed by

each venture. Form(s) is included to be filled out and submitted with Proposal.

6.14 Cost/Price Analysis

Trinity Metro reserves the right to conduct a cost or price analysis for any purchase or service. Trinity Metro may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single proposal received, will be subject to a cost/price analysis, which will include the appropriate verification of cost date, the evaluation of specific elements of costs and the projection of the data to determine the effect on proposal prices. Trinity Metro may require a pre-award audit, and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow Trinity Metro to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and Trinity Metro reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, Trinity Metro reserves the right to reject the single proposal.

All Contract change orders or modifications will be subject to a cost analysis.

6.15 Pricing

The price quoted in any proposal submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposer shall note discounts.

6.16 Prompt Payment

The Proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from receipt of each payment the Proposer receives from Trinity Metro. Any delay or postponement of payment from the above reference may occur only for good cause following written approval of Trinity Metro. This clause applies to both DBE and non DBE subcontractors. If the Proposer determines the work to be unsatisfactory, it shall notify Trinity Metro immediately, in writing, and state the reasons. Failure to comply with this requirement would be construed to be a breach of contract and subject to contract termination.

6.17 Additional Services Request

Trinity Metro reserves the right to request services under this RFP that may not be specifically identified within the Scope ("Additional Services"). Proposers are encouraged to identify and provide supporting statements and price information for any other area(s) of services not listed in the Scope that may be related to Additional Services and the work of Trinity Metro.

6.18 RFP/Proposed Contract Alterations

No alterations or variables in the terms of the RFP and /or of the Proposed Contract shall be valid or binding upon Trinity Metro unless authorized in writing by Trinity Metro.

6.19 Assignability

Any public agency (i.e., city, district, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of a Proposal and/or contract at the same prices, terms and conditions as contained in the Contract. Trinity Metro reserves the right to assign any or all portions of goods or services awarded under this RFP and/or Contract. This assignment, should it occur, shall be agreed to by Trinity Metro

and Proposer. Once assigned, each agency will enter into its own contract and be solely responsible to the Proposer for obligations to the service assigned. Trinity Metro's right of assignment will remain in force over the contract period or until completion of the contract including options, whichever occurs first. Trinity Metro shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing service and payments to the Proposer.

6.20 Publication and Media Restrictions

The Contractor shall not publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of Trinity Metro, unless Trinity Metro has released or approved the release of that data to the public.

6.21 Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee 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, 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 of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Trinity Metro contracts.

6.22 No Contingency Fees

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure this Contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contract or subcontractor under Trinity Metro contracts. Trinity Metro shall have the right to annul said Contract without liability or, in its discretion, to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

6.23 Non-Discrimination

It is the policy of Trinity Metro not to discriminate on the basis of age, race, sex, color, national origin, creed, religion or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Trinity Metro contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, creed, sex, national origin, or any other classification protected by federal or Texas State

Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Trinity Metro or in the employment practices of Trinity Metro's Contractors. Accordingly, all Proposers entering into contracts with Trinity Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.24 Licensing and Permits

The Contractor and all subcontractors shall be appropriately licensed in the State of Texas for the work required as a result of the Contract. The cost for any required licenses shall be the responsibility of the Contractor.

6.25 Standard of Care

Contractor shall perform all services under this Contract in a skillful and competent manner. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. The Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any person who is determined by Trinity Metro to be uncooperative, incompetent, a threat to the adequate or timely completion of the services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to Trinity Metro shall be promptly removed by the Contractor and shall not be re-employed to perform any of the services under this Contract.

6.26 Right to Employ Other Contractors

Trinity Metro reserves the right to purchase goods and/or services, with other Contractors in connection with these Services.

6.27 Contract Amendments/Modifications/Change Orders

No changes to this RFP, Proposer's proposal, or the Contract shall be approved unless appropriate parties of Trinity Metro authorize the change. All changes shall be made by executed written agreement between the parties.

Trinity Metro shall not incur any costs due to any unauthorized changes made by Contractor.

6.28 Tax Exemption

Trinity Metro is exempt under this solicitation from all Federal, State, municipal and local taxation. A copy of tax exempt certification(s) will be provided to the successful proposer upon request. This provision supersedes any language pertaining to payment of taxes that may appear elsewhere in this solicitation.

6.29 Attorney Fees

In the event Trinity Metro deems it necessary to take legal action to enforce any provision of the contract, and Trinity Metro prevails, Contractor shall pay all expenses of such action including Trinity Metro's attorney fees and costs at all stages of the litigation.

6.30 Ineligible Contractors and Subcontractors

Any entity, firm, partnership, or person appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor under this Contract. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this Contract.

6.31 Indemnification

A. Notwithstanding anything contained in the Contract to the contrary and to the fullest extent permitted by applicable law, Contractor shall indemnify, protect, defend and hold harmless Trinity Metro, its consultants, Trinity Railway Express, and their respective representatives, officers, directors, shareholders, partners, Board Members, members, managers, employees, affiliates, assignees, agents and contractors (other than Contractor and its Subcontractors and Suppliers) (collectively, the "Indemnitees") from and against all claims, liabilities, damages, losses, injuries to person or property, death, liens, investigations, causes of action, administrative proceedings, suits, judgments, fees (including, but not limited to, attorneys' fees and expert fees), and expenses, of any nature, kind or description, directly or indirectly, arising out of, caused by, resulting from, or sustained or incurred in connection with (in whole or in part), (1) the Work performed hereunder, or any part thereof, (2) Contractor's failure to comply with the Contract, (3) the use, occupancy or presence of Contractor, its Subcontractors, Suppliers, employees or agents on or about the Work Site, or (4) any act or omission of Contractor, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of the foregoing, or anyone that any of the foregoing control or exercise control over ("Indemnity Claims"), but not to the extent caused by any negligent act or omission solely attributable to Trinity Metro or anyone directly or indirectly employed by Trinity Metro.

B. Notwithstanding anything contained in the Contract to the contrary and to the fullest extent permitted by all applicable laws, Contractor shall be solely liable for and shall indemnify, protect, defend and hold harmless the Indemnitees from and against all Indemnity Claims of any nature, kind or description, directly or indirectly, arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its Subcontractors, Supplier or any other person, directly or indirectly employed by any of the foregoing, or anyone that any of the foregoing control or exercise control over regardless of fault or negligence by an Indemnitee ("Employee Claims"). THE OBLIGATIONS OF CONTRACTOR UNDER THIS INDEMNIFICATION SHALL APPLY TO ALL EMPLOYEE CLAIMS, EVEN IF SUCH EMPLOYEE CLAIMS ARE CAUSED IN WHOLE OR PART BY THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF AN INDEMNITEE, BUT NOT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE, OR THE WILLFUL MISCONDUCT, OF AN INDEMNITEE. TO THE EXTENT IT MAY LAWFULLY DO SO, CONTRACTOR WILL NOT ASSERT, AS TO ANY CLAIM MADE BY TRINITY METRO UNDER THIS SECTION, ANY DEFENSE IT MAY HAVE UNDER TEXAS WORKERS' COMPENSATION STATUTE. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE CLAIM PURSUANT TO ANY WORKERS' COMPENSATION ACT OR THE FEDERAL EMPLOYER'S LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY TRINITY METRO OR BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST THE OTHER PARTY.

C. If any legal limitations now or hereafter in effect affect the validity or enforceability of the indemnification obligations under this article, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the indemnification into

conformity with the requirements of such limitations, and as so modified the indemnification obligations shall continue in full force and effect. The indemnification obligations under this Section shall not be limited to or by damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefits acts.

D. Trinity Metro has the right to appoint defense counsel, at its own expense, to associate in the defense of any contested claim. Trinity Metro will cooperate fully with Contractor in the defense of all claims. Trinity Metro's election to appoint defense counsel will not affect Contractor's obligation to indemnify and hold harmless Trinity Metro from and against all claims to the extent set forth in the Contract. When defending Trinity Metro against claims, Contractor will retain counsel experienced in defending such claims and mutually agreeable to both Trinity Metro and Contractor. Trinity Metro will not unreasonably withhold, condition, or delay its consent to Contractor's choice of counsel. Contractor will not settle any claims in a manner that would impose any expense, penalty, obligation, or limitation on Trinity Metro without Trinity Metro's prior written consent.

6.32 Applicable Law and Jurisdiction

The Contract, as well as the rights, obligations and remedies of the parties, shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of or disputes arising under or related to the Contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Court of Federal Claims, the United States Claims Court, and the Comptroller General of the United States, shall govern. Any suit or action arising from the Contract shall be commenced and prosecuted in the courts of Tarrant County, Texas or the United States District Court for the Northern District of Texas, as applicable, and the parties agree to submit to the exclusive jurisdiction and venue of these courts.

6.33 Contract Order of Precedence

A. The General Provisions, Special Provisions, Scope of Work, Contract attachments and exhibits are essential to the Contract. All are intended to be complementary and to provide for completed work suitable for its intended use. A requirement occurring in one is as binding as though occurring in all. Where Plans and Specifications describe portions of the Work in general terms, but details are incomplete or silent, it is understood that only the best general practice is to prevail and that only new Materials and first-quality workmanship are to be used. Omissions of details of Work that are manifestly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve Contractor from the obligation to perform such Work. Notes on Plans are part of the Plans. No reliance shall be placed on dimensions scaled from any Plans.

B. The documents referenced below are in descending order of precedence. Any conflict between any of the documents shall be resolved in favor of the document with higher precedence.

- Contract Form
- Request for Proposal
- Proposal Response

C. Contractor shall immediately notify Trinity Metro, in writing, of any ambiguity or conflict within or between documents, any error, omission, lack of necessary detailed description, or a detail, which is a potential code violation, which is discovered in the Specifications or Plans and request clarification and direction. Trinity Metro will provide clarification and direction as required to fulfill the intent of the specifications. Proceeding without the required notification and request for clarification or instruction shall be at Contractor's risk.

Section 7 Federal Contract and Other Requirements

If (1) the consideration payable by Trinity Metro under the Contract shall be funded in whole or in part by federal funds, or (2) if goods or services under the Contract are components of or otherwise pertain to a project funded in whole or in part by federal funds, or (3) in all other cases required by applicable law, the provision of this Section 7 shall apply and are part of the Contract.

7.1 No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7.2 Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7.3 Access to Records.

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
3. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
4. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
5. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
6. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
7. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

7.4 Federal Changes.

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.

7.5 Termination Provisions.

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

2. Termination for Default 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, Trinity Metro may terminate this contract for default. Trinity Metro 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 Trinity Metro.

3. Opportunity to Cure Trinity Metro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 – 60 days 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 Trinity Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Trinity Metro setting forth the nature of said breach or default, Trinity Metro 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 Trinity Metro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that Trinity Metro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Trinity Metro shall not limit Trinity Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7.6 Civil Rights (EEO, DBE, Title VI & ADA).

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. DBE-This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any management contract, subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent

contract covered by [49 CFR part 23](#), that it enters and cause those businesses to similarly include the statements in further agreements.

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: 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:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible

3. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, , and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor agrees to take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, 'Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,' 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7.7 Incorporation of FTA Terms.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FTA requests which would cause Trinity Metro to be in violation of the FTA terms and conditions.

7.8 Energy Conservation.

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.

7.9 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Trinity Metro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Trinity Metro, 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 49 CFR 29, 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.

7.10 Disputes

Trinity Metro and the contractor will attempt to resolve disputes or disagreements promptly. In order to do so, Trinity Metro and the contractor will create an issue resolution ladder which will outline initial responsibility for discussion and resolution, as well as secondary and further responsibility.

If a dispute or disagreement cannot be resolved through discussions between Trinity Metro's representative and the contractor's representative as designated on the issue resolution ladder, the contractor's senior representative and Trinity Metro's senior representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than ten (10) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the senior representatives, Trinity Metro and the contractor shall exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If after the meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually

agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules, or if the dispute or disagreement is not for a construction contract, those mediation rules most applicable to the type of contract. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. The venue for any required mediation shall be Tarrant County, Texas unless otherwise agreed to by the parties.

[Any claims, disputes, or controversies between the parties which have not been resolved in accordance with the procedures set forth in subsections 8-104 (1)-(3) of the Trinity Metro Procurement Policy shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect, or if the dispute or disagreement is not for a construction contract, those mediation rules most applicable to the type of contract. If the matter or matters in dispute exceed \$1,000,000, then arbitration proceedings shall be held before three members of an arbitration panel selected pursuant to AAA Rules. The venue for any required arbitration shall be Tarrant County, Texas unless otherwise agreed to by the parties.]

Notwithstanding the procedures identified in subsections 8-104 (1)-(4) of the Trinity Metro Procurement Policy, then Trinity Metro shall have the general ability and authority, when negotiating the terms and conditions of any contract to be entered into with any entity, to negotiate for the inclusion of dispute resolution procedures in such contract. Such dispute resolution procedures may vary from contract to contract, provided that, at a minimum, the procedures require that a meeting of senior representatives, mediation, and/or formal alternative dispute resolution procedures be followed before any party may file suit against, or initiate an arbitration proceeding against, Trinity Metro for an alleged breach of contract claim.

7.10.1 Performance During Dispute - Unless otherwise directed by Trinity Metro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

7.11 Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.12 Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Trinity Metro and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Texas.

7.13 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 Trinity Metro, Architect 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.

1. Definitions for Purposes of the Section

The term “days” refers to working days when Trinity Metro’s administrative offices are open for normal operations.

The term “interested party” means any person (a) who is an actual Proposer or prospective Proposer in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

Note – The Federal Transit Administration (FTA) will be notified by Trinity Metro of all formal, written protests when FTA funds are involved.

2. Trinity Metro will hear and consider a bona fide protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by Trinity Metro. Accordingly, Trinity Metro intends to provide a thorough review of all bona fide protests. Trinity Metro’s primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature. Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in this section of resolving an issue before filing a formal protest with Trinity Metro. In its consideration of a protest, Trinity Metro reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

3. Submission of Protest

Any interested party may file a protest with Trinity Metro on the basis that Trinity Metro has failed to comply with applicable Federal or State Regulations or with Trinity Metro’s procurement process. The protest shall be filed in accordance with the timing requirements set forth in subsection D. “Types of Protests and Timing” of this section, and shall include: The name, phone number, e-mail and address of the protestor.

The RFP and proposed contract number of the proposal. A statement of grounds for the protest, a statement as to what relief is requested, and in particular the Federal or State law or Trinity Metro process alleged to have been violated. This statement shall be accompanied by any supporting documentation the protesting party desires Trinity Metro to consider in making its decision.

Protest shall be submitted to:

Aya Ealy
Director of Procurement
Trinity Metro
801 Grove Street
Fort Worth, TX 76102
Email: Contractmgmt@ridetm.org

4. Types of Protests and Timing

The requirement for timely filing of protest with Trinity Metro will depend upon the type of protests involved. Trinity Metro will consider the following three types of protest by interested parties:

a. Protest regarding proposal

Any protest regarding the proposal shall be filed no later than five (5) business days before proposal due date. Any protest filed after that date regarding the proposal will not be considered by Trinity Metro. This type of protest would include any claim that the proposal contained exclusionary or discriminatory specification, any challenge to the basis of award, or any claim that the proposal documents or the proposal process violated applicable Federal or State law, or that Trinity Metro failed to follow its procurement process in the proposal.

b. Protests regarding Requirements and Responsiveness.

Any protest regarding the requirements and responsiveness of proposal by Trinity Metro shall be filed with Trinity Metro no later than ten (10) business days after receipt of letter of notification of non-responsiveness. Any protest filed after such date regarding the requirements and responsiveness will not be considered by Trinity Metro.

This type of protest would include any challenge to determinations by Trinity Metro of the responsiveness of or the responsibility of a Proposer, or any claim that the requirements and responsiveness of proposal violated Federal or State law or Trinity Metro's procurement process.

c. Protest Regarding Receipt of Non-Award Notification

Any protest regarding the award of the contract shall be filed no later than ten (10) business days after receipt of Non-Award Notification. Any protest regarding the award of the contract filed after that date will not be considered by Trinity Metro.

This type of protest will only be entertained by Trinity Metro if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible Proposer of that Trinity Metro violated Federal or State regulations or its Procurement Process in the award of the contract.

5. Trinity Metro's Response

Trinity Metro will notify the protestor upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. Trinity Metro may, at its discretion, meet with protestor to review the matters raised by the protest. Trinity Metro's consideration of the particular types of protests will, except as otherwise stated in subsection 2. "Decisions by Trinity Metro" of this section E. "Authority Response" proceed in accordance with the following provisions:

a. Types of Protests

i. Protest regarding proposal

Upon receipt of a timely filed protest regarding the proposal, Trinity Metro will postpone the opening until resolution of the protest. No additional proposals will be accepted during the period of postponement.

If the protest regarding the proposal involves a claim of unduly restrictive or exclusionary specifications, Trinity Metro will, in evaluation of the protest, consider both the specific need of Trinity Metro for the feature or item challenged and any effects on competition of including the specifications regarding that feature or item. If Trinity Metro determines that such feature or item was included in the specification in order to meet justified and valid transit needs of Trinity Metro, and was not unduly restrictive of competition or designed to exclude a particular competitor, then Trinity Metro will have grounds to deny the protest.

ii. Protest regarding requirement and responsiveness

Upon receipt of a timely filed protest regarding the requirements responsiveness, Trinity Metro will suspend its evaluation of all proposals submitted until resolution of the protest, if Trinity Metro determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a proposal or the responsibility of a Proposer or regarding Trinity Metro's compliance with Federal or State Regulations or its procurement process.

iii. Protests after non-award notification

Upon receipt of a timely filed protest regarding the non-award notification Trinity Metro will not proceed with Contract, if necessary, until the resolution of the protest if Trinity Metro determines that the protestor has established a prima facie case that the Contract was awarded fraudulently or in violation of that Federal or State Regulations or Trinity Metro's procurement process.

b. Decisions by Trinity Metro

As indicated above, in most instances Trinity Metro will suspend the procurement process upon receipt of a bona fide protest. However, Trinity Metro reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the Contract in the following cases:

- i. Where the item to be procured is urgently required;
- ii. Where Trinity Metro determines that the protest was vexatious or frivolous; or
- iii. Where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.

After reviewing the protest submitted under this section, Trinity Metro will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with protestor, and Trinity Metro's own investigation. If the protest is upheld, Trinity Metro will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-proposal, revised evaluation of proposal or Trinity Metro determinations, or termination of the contract. If the protest is denied, Trinity Metro will lift any suspension imposed and proceed with the procurement process.

7.14 Byrd Anti-Lobbying Amendment,

31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required (F8) by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Trinity Metro.

7.15 Clean Air

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.* The Contractor agrees to report each violation to Trinity Metro and understands and agrees that Trinity Metro will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7.16 Clean Water

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.* The Contractor agrees to report each violation to Trinity Metro and understands and agrees that Trinity Metro will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7.17 Americans with Disabilities Act of 1990 (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses 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 those policies. The Management Company 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, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public

Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;

6. U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609.

7.18 Equal Opportunity and Affirmative Action

1. Contractor shall comply fully with the requirements of Executive Order Numbers 11625, 11701, and 11758 relating to employment practices. If applicable, the provisions of 41 CFR 60-1.4, 60-250.4, and 60-741.4 are hereby incorporated by reference, and Contractor agrees to adhere to said regulations. In the performance of its services, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, age, marital status, sex, or national origin.
2. Contractor/ Subcontractor Assurance. Trinity Metro agrees and assures that it will include the following assurance in each subagreement and third-party contract it signs with a Third-Party Contractor and agrees to obtain the agreement of each of its Third-Party Contractors, and Third-Party Subcontractors to include the following assurance in every subagreement and third-party contract it signs:
 3. Contractor, and each Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
 4. The Contractor, and each Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third-party subcontracts, as applicable;
 5. Failure by the Contractors or Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third-party subcontract, as applicable; and
 6. The following remedies, or such other remedy as Trinity Metro deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated

damages, and/or disqualifying the Contractor, or Subcontractor from future bidding as non-responsible.

7.19 Electronic and Information Technology

Trinity Metro agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of:

- (1) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and
- (2) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.

7.20 Safe Operation of Motor Vehicles

1. Distracted Driving, Including Text Messaging While Driving.

a. Contractor and their subcontractors are encouraged 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 contractor, 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 contract, or when performing any work for or on behalf of the contract;

b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractors are encouraged to include this provision in each subconsultant agreement.

2. Seat Belt Use.

Contractors and their subcontractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

7.21 Prohibition on certain telecommunications and video surveillance services or equipment.

1. In accordance with 2 CFR 200.216, Trinity Metro is prohibited from purchasing certain telecommunications and video surveillance services or equipment. As such, Contractor agrees not to purchase any telecommunications and/or video surveillance services or equipment produced by the companies listed below or any subsidiary or affiliate of such entities for this contract. Fort Worth Transportation Authority is prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

7.22 Veterans Preference

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

7.23 Domestic Preferences

In accordance with 2 CFR 200.322 (a) Trinity Metro should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

7.24 Procurement of Recovered Materials

In accordance with 2 CFR 200.323 (a), Trinity Metro is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

7.25 Special Notification Requirements for States.

(a) Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities: (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project; (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and (3) The amount of federal assistance FTA has provided for a State Program or Project. (b) Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for Contracts or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 8 Safety, Security and Emergency Requirements

Site visitors, to include contracted individuals providing services to Trinity Metro are required to comply with the following safety, security, and/or emergency guidelines:

- All providers will meet federal, state, and local regulatory guidelines related to safe practices and/or are related to safety in order to avoid hazards, potential hazards, and/or damage to Trinity Metro property.
- Contractors and Vendors are responsible for their equipment and personnel.
- In the event of an emergency, site visitors shall follow emergency response best practices; each provider should have an emergency plan. As needed, Trinity Metro designee(s) may need to review an emergency plan for acceptance. This will depend on the area work is being conducted. Designated rallying points may be provided by Trinity Metro representatives, so please ask and include in any Job and/or Safety Briefings to be prepared in the event of an emergency evacuation.
- Contractor and vendor providers are required to notify a Trinity Metro representative, a.k.a. point of contact, after any emergency events. This may be the Procurement Department representative or designated project lead. Alternatively, Trinity Metro's Operations Radio Control Center, or Security Center shall be notified as is deemed necessary, when reporting security or safety-related events requiring Trinity Metro response. Site visitors conducting work on Trinity Metro property should know whom to notify prior to commencement of work on Trinity Metro property.
- Vendors, Contractors, and Sub-Contractors working within any Bus Lot, Train Station, and/or Transit Center are required to provide scope of work being performed to the appropriate Trinity Metro designee so details for coordinating with revenue service vehicles (trains, buses, cutaways, and vans) paths and schedules will not disrupt any transit service.
- Trespassing and/or unauthorized site work is prohibited. This is especially more significant whenever the need arises to be within 25 feet of any railroad track rail unless on public right away such as platforms or grade crossings. Roadway Worker Protection requirements per federal law (49 CFR Part 214) may require successful completion of training and authorized access. Any work within 25 feet of railroad track REQUIRES prior approval under the RWP requirements per 49 CFR Part 214. Disruptions to commuter passenger railroad operations is unacceptable and may be subject to federal fines.
- Depending on the nature of the work being performed, Trinity Metro may require submission of a safety plan, security plan, and/or emergency plan subject to review and acceptance by the Chief Safety Officer or Director of Security or other designee.
- In the event of any accident or incident resulting in injury to any individual or damage to any Trinity Metro property, a safety stand down may be required. Accordingly, when deemed necessary, corrective action and preventive measures(s) subject to approval or acceptance by the Chief Safety Officer or Director of Security or other designee may be required prior to resuming work on behalf of Trinity Metro or on Trinity Metro property.
- Larger scale projects and procurement of equipment may deem it necessary to comply with Safety and Security Certification Program requirements.
- Questions regarding safety, security, and/or emergency requirements may be directed to Trinity Metro's Procurement designee or lead Project Manager.

Section 9 Attachments and Forms

THE FOLLOWING FORMS AND CERTIFICATIONS SHALL BE COMPLETED BY PROPOSER AND SUBMITTED WITH PROPOSAL, AS SPECIFIED IN SECTION 1 MINIMUM REQUIREMENTS.

F1 – ATTACHMENTS AND AMENDMENTS

F2 – CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

F3 – CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

F4 – CERTIFICATION OF COMPLIANCE WITH RESTRICTION ON LOBBYING

F5 – BUSINESS QUESTIONNAIRE & LIST OF REFERENCES

F6 – LIST OF REFERENCES FOR SIMILAR PROJECTS

F7 – AFFIDAVIT OF NON-COLLUSION

F8 – PROHIBITION OF CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

F9 – FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION CERTIFICATION

F10 – BASE PRICE PROPOSAL

F11 – TRINITY METRO SAFETY, SECURITY AND EMERGENCY REQUIREMENTS

OFFER AND CONTRACT SIGNATURE FORM

ATTACHMENT A

EXHIBIT A

EXHIBIT B

EXHIBIT C

NOTE: FAILURE TO COMPLETE AND RETURN THE FORMS AS INDICATED ABOVE WILL RESULT IN REJECTION OF THE BID/PROPOSAL.

The making of a material misrepresentation of fact could be a basis for disqualification and may cause a firm to be considered for classification as an irresponsible contractor and barred from Trinity Metro work for a period not exceeding six months.

F1 – ATTACHMENTS AND AMENDMENTS

The undersigned acknowledges receipt of attachments and amendments for The Fort Worth Transportation's solicitation **RFP 26-T019 CentrePort/DFW Airport Transportation Service Provider**

ATTACHMENTS:

AMENDMENTS:

Failure to acknowledge receipt of all attachments and amendments may cause Proposer/Bidder to be considered nonresponsive to the solicitation.

Acknowledged receipt of each attachment and amendment must be clearly established and included with the Proposal/Bid response.

<i>Authorized Signature</i>	<i>Name of Company</i>
<i>Printed Name and Title</i>	<i>Date</i>

F2 – CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The potential contractor for Trinity Metro contract (hereinafter "PRIMARY PARTICIPANT"), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are 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 enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification)

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS ON 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature:	Date:
Name / Title:	
Company Name:	

Primary participant is required to secure from every subcontractor this same certification and shall submit such to Trinity Metro prior to such subcontractor's commencing work under this contract. Contractor may make as many copies of this schedule as needed for certification by all subcontractors.

(If the subcontractor is unable to certify to any of the statements above in this certification, the subcontractor shall attach an explanation to this certification)

THE UNDERSIGNED SUBCONTRACTORS FOR TRINITY METRO, CERTIFY OR AFFIRM AS TO ITSELF AND ITS PRINCIPALS TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SET OUT ABOVE AND SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE TO THIS CERTIFICATION.

RFP 26-T019



CentrePort/DFW Airport
Transportation Service Provider

Signature:		Date:	
Name / Title:			
Company Name:			

Signature:		Date:	
Name / Title:			
Company Name:			

F3 – CONFLICT OF INTEREST ACKNOWLEDGMENT AND CERTIFICATION

1. Policy

In order to promote fairness and impartiality in Trinity Metro's procurement process, involvement in any decision making role in the solicitation, or in the awarding or administration of a resulting contract by any Related Person who might receive some Benefit is prohibited. "Related Person" is defined as any employee, officer, Executive Committee member, or agent of Trinity Metro. "Benefit" is defined as any direct or indirect pecuniary, financial, or other tangible advantage, gain, promotion, or interest growing out of or related in any manner to the solicitation or to a contract or subcontract growing out of the solicitation. Such involvement of any Related Person is also prohibited when a person bearing certain relationship to the Related Person ("Other Related Person") may receive a Benefit. Such "Other Related Person" is defined as any member of a Related Person's immediate family (a spouse, child, parent, brother or sister), a partner of any Related Person, or any person or organization which employs or is about to employ a Related Person or Other Related Person. If a Related Person or Other Related Person will or may so benefit, a prohibited conflict of interest may exist.

2. Disclosures

Your obligation, as a prospective contractor under this solicitation, is to disclose fully all information you have or may acquire which has to do with any such Benefit which may come to any Related Person or Other Related Person. In considering the possibility of the existence of such benefit, you also need to consider each person and firm you believe may be involved as a joint venturer, or subcontractor, or other similar role in carrying out and performing a contract with Trinity Metro pursuant to the solicitation. In other words, if you are aware of any business, financial, or other interest, or actual or potential employment relationship between any Related Person or any Other Related Person, on the one hand, and yourself or any other person or firm you believe may be involved in carrying out the contract to be awarded pursuant to this solicitation, on the other hand, you have an affirmative obligation to fully disclose that information to Trinity Metro. You are encouraged to contact the Director of Contract Administration and Procurement or Trinity Metro's General Council prior to the deadline for submitting your Response (defined as a proposal, Proposal or other response to this solicitation), make such disclosure, and request a ruling as to whether any prohibited conflict of interest does in fact exist.

In order for your Response to be considered RESPONSIVE to this solicitation, it is mandatory that you complete and execute the Acknowledgment and Certification below, and include with your Response, written disclosure of all information relative to any potential conflict of interest which may be known to you, and which you have not disclosed to Trinity Metro in writing prior to the submission of your Response.

**ACKNOWLEDGMENT AND CERTIFICATION
(Potential Contractor)**

The undersigned potential contractor of Trinity Metro hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of potential contractor's knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to potential contractor; and potential contractor further hereby promises to promptly notify Trinity Metro in writing if such knowledge or belief changes in the future.

By:

Signature:		Date:	
Name / Title:			

**ACKNOWLEDGMENT AND CERTIFICATION
(Recommended Subcontractor)**

The undersigned recommended subcontractor of Trinity Metro hereby acknowledges receipt and understanding of the Conflict of Interest provisions set out above; and hereby certifies that, except as heretofore or herewith fully disclosed in writing, to the best of recommended subcontractor's knowledge and belief, no such conflict exists, or is likely to exist in the future pertaining to this procurement should the contract be awarded to recommended subcontractor; and recommended subcontractor further hereby promises to promptly notify Trinity Metro in writing if such knowledge or belief changes in the future.

By:

Signature:		Date:	
Name / Title:			

Note: Proposer shall make copies of the Conflict of Interest document and Acknowledgment and Certification form and provide same to each subcontractor Proposer recommends for the contract. Proposer is required to secure an acknowledgment and certification from each subcontractor Proposer recommends and submit such certification to Trinity Metro prior to a subcontractor beginning any work under this contract.

F4 – CERTIFICATION OF COMPLIANCE WITH RESTRICTIONS ON LOBBYING

I, _____ (Name of certifying official), the _____
(Title or position of certifying official) of _____ (name of
company), do hereby certify on behalf of said company to Trinity Metro that:

- (1) It will not use federal funds to support lobbying.
- (2) No federal 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (3) If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (4) *All subcontractors and sub-recipients shall certify and disclose accordingly.*
This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S.C. 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.

By:

Signature:		Date:	
Name / Title:			

Note: Proposer shall make copies of this blank page and obtain certification from all subcontractors that Proposer is recommending, and submit such certifications to Trinity Metro prior to such subcontractors beginning any work under this contract.

F5 – BUSINESS QUESTIONNAIRE

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Proposers shall submit the information with the offer. All information shall be current and traceable. Each venture of a joint venture shall submit a separate signed form.

Trinity Metro reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form shall be directed to the contact person identified on the solicitation.

1. Legal Name of Proposer ("Business"):
2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and ventures for joint ventures (attach additional pages as necessary):
3. Number of years in business under present business name:
4. If applicable, list all other names under which the business identified above operated in the last 5 years:
5. Annual Gross Revenue (past year): M=millions K=thousands <input type="checkbox"/> \$100K - \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1M-\$10M <input type="checkbox"/> \$10M-\$20M <input type="checkbox"/> >\$20M
6. Has the business, or any officer or partner, failed to complete a contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is any litigation pending against the business? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Has the business ever been declared "not responsible" for the purpose of any governmental agency contract award? <input type="checkbox"/> Yes <input type="checkbox"/> No
9. Has the business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting? <input type="checkbox"/> Yes <input type="checkbox"/> 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. 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

12. Is the business in arrears on any contract or debt? _____Yes _____No

13. Has the business been a defaulter, as a principal, surety or otherwise? ___Yes ___No

14. Have liquidated damages or penalty provisions been assessed against the business for failure to complete work on time or for any other reason? _____Yes _____No

15. Does the business maintain a drug-free workplace? _____Yes _____No

16. If a "yes" response is given under questions 6-14, provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary):

17. Business Identification Number (EIN, etc.)

18. Provided completed List of References for Similar Projects form. _____Yes _____No

19. Select whether or not your firm is classified as ___DBE or ___Non-DBE

20. This question is for DBE Program Classification Purposes Only

Race of Firm's Majority Owner _____

Gender of Firm's Majority Owner _____

21. NAICS code associated with this RFP:

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the business named above may result in:

1. Termination of any or all contracts which Trinity Metro has or may have with the business,
2. Disqualification of the business from consideration for contracts,
3. Removal of the business from Trinity Metro's Proposers' list and/or
4. Legal action(s) applicable under federal, state or local law.

Signature:

Date:

Name / Title:

Company
Name:

F6 – LIST OF REFERENCES FOR SIMILAR PROJECTS*(Use additional pages as necessary)*

1. Project:
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
2. Project:
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
3. Project:
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
4. Project:
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:



F7 – AFFIDAVIT OF NON-COLLUSION

Each member of the proposing team (**prime and subs**) shall submit a signed and notarized Form 7 – Non-Collusive Affidavit.

THE UNDERSIGNED, HAVING SUBMITTED PROPOSAL TO PROVIDE CENTREPORT/DFW AIRPORT TRANSPORTATION SERVICE PROVIDER in response to RFP 26-T019 swear that said Proposer has not directly or indirectly entered into any combination, collusion, undertaking, or agreement relative to price to be proposal by any person, or to prevent any person, or persons, or company from submitting pricing; or to entice any Proposer or Bidder to refrain from pricing for such supplies, merchandise, service, or contract, and that said proposal so made is without reference or regard to any other proposal or proposals, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such proposing in any way or manner whatsoever.

Signature:		Date:	
Name / Title:			
Company Name:			

STATE of _____

County of _____

This instrument was subscribed and sworn before me this ____ day of, _____, 20____.

(Personalized Seal Below)

Notary Public Signature

My Commission Expires (Date)

Failure to properly Notarize and Return This Form with the Proposal Will Invalidate Your Proposal.

F8 – PROHIBITION OF CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL
(This form must be completed and submitted with the Bid/Proposal)

House Bill 793, effective September 1, 2019, amended the Texas Government Code to add Chapter 2270, Prohibition of Contracts with Companies Boycotting Israel.

Effective September 1, 2019, a state agency and a political subdivision (which includes a transportation authority) may not enter into 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), do hereby verify on behalf of said
 company to Trinity Metro that said company does not Boycott Israel and will not Boycott Israel
 (as that term is defined in Texas Government Code Section 808.001) during the term of this
 contract.

Signature:		Date:	
Name / Title:			



F9 – FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION CERTIFICATION

The Federal Transportation Administration’s (“FTA”) Master Agreement dated May 2, 2024 (the “Master Agreement”) defines a “Third-Party Participant” as:

“Each participant in the Recipient’s Project ... whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient’s Project (for example, a partner in a joint development venture).”

A person, partnership, or other entity that submits a bid or proposal under this procurement (a “Proposer”) is a prospective Third Party Participant as defined in the Master Agreement. The Master Agreement requires Trinity Metro to obtain the following certifications from each prospective Third Party Participant.

The Proposer signing this form below certifies the following:

- A) The Proposer does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B) The Proposer was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Legal Name of Proposer: _____
 Signature: By: _____
 Print Title: _____
 Date: _____

If you cannot so certify, Trinity Metro agrees to refer the matter to the FTA and will not enter into any Third Party Agreement with a Proposer without FTA’s written approval.

Proposer cannot certify regarding Federal Tax Liability and Recent Felony Conviction.

Legal Name of Proposer: _____
 Signature: By: _____
 Print Title: _____
 Date: _____

Contract Awardees are required to flow this requirement down to all lower tiers subcontractors, without regard to the value of any sub agreement.

F10 – BASE PRICE PROPOSAL

All hourly rates and trip costs proposed below must reflect the October 1, 2026 start date. Trinity Metro will not allow for price escalations between the time of proposal submission and the commencement of services.

Provide a fee proposal for Route 31 - TRE Link services to be provided. (20 min peak and 40 min off peak weekdays) and (40 min weekends)

Item 1. Service Provided Using Trinity Metro Provided Vehicles, Maintained by Trinity Metro, No Sundays or Holidays (2 vehicles)	
Hourly Rate Per Vehicle	Total Annual Cost
\$	\$
Indicate if a lower hourly rate would be available for award of both Routes 30 & 31.	\$

Provide a fee proposal for Route 31 TRE Link services to be provided. (30 min peak and 60 min off peak weekdays) and (60 min weekends)

Item 1. Service Provided Using Trinity Metro Provided Vehicles, Maintained by Trinity Metro, No Sundays or Holidays (2 vehicles)	
Hourly Rate Per Vehicle	Total Annual Cost
\$	\$

Provide a fee proposal for Route 30 - CentrePort Circulator Shuttle services to be provided. Fixed Route (West Loop) and On-Demand

Item 3. Fixed Route Service Provided Using Contractor Vehicles, Maintained by Contractor, Weekdays and No Holidays (1 route and 1 vehicle)	
Hourly Rate Per Vehicle	Total Annual Cost
\$	\$
Indicate if a lower hourly rate would be available for award of both Routes 30 & 31.	\$
Item 4. On-Demand Service Provided Contractor Vehicles, Maintained by Contractor, Weekdays and No Holidays (2 vehicles)	
Hourly Rate Per Vehicle	Total Annual Cost

\$	\$
Miscellaneous Costs	Total Annual Cost
\$	\$
Indicate if a lower hourly rate would be available for award of both Routes 30 & 31.	\$
Optional Provide a fee proposal for Route 30 - CentrePort Circulator Shuttle services to be provided. TNC Services (Taxis, LYFT, or UBERPool)	
Item 5. TNC Service Provided Using Contractor Vehicles, Maintained by Contractor, Weekdays and No Holidays	
Cost Per Trip	Total Annual Cost
\$	\$
Miscellaneous Costs	Total Annual Cost
\$	\$

Annual Increase of Cost % for Years 2-5 (If Option Years Are Exercised):

YEAR 2

YEAR 3

YEAR 4

YEAR 5

Signature:

Date:

E-Mail:

F11 – TRINITY METRO SAFETY, SECURITY AND EMERGENCY REQUIREMENTS

The undersigned acknowledges and agrees to Trinity Metro's Safety, Security and Emergency Requirements as outlined in Section 8 of this Solicitation.

<i>Authorized Signature</i>	<i>Name of Company</i>
<i>Printed Name and Title</i>	<i>Date</i>



OFFER AND CONTRACT SIGNATURE FORM

The undersigned (“Proposer”) hereby offers to furnish goods and/or services for the contract identified below in strict compliance with the terms, specifications, and conditions of the contract solicitation and, if applicable, any amendments or modifications thereto, all as described on the List of Solicitation Documents attached to and made a part of this document for all purposes (collectively, the “Solicitation Documents”) at the prices set out in the undersigned’s response to the Solicitation Documents, subject only to modifications, if any, expressly accepted on the Terms and Conditions Acceptance Form attached to and made a part of this document for all purposes.

If and when Trinity Metro executes this Offer and Contract Signature form, the Solicitation Documents, this Offer and Contract Signature Form, and the attachments hereto (the “Contract Documents”) shall be a contract between the undersigned and Trinity Metro, on the terms set forth in the Contract Documents, effective as of the date executed by Trinity Metro (the “Effective Date”).

Contractor shall submit monthly invoices for Services delivered, completed and accepted, via email to Trinity Metro’s Accounts Payable department at accountspayable@ridetm.org and copy the Department Representative listed under Notices in the contract. Approved invoices amounts will be paid net 30 days from the invoice date (Section 5.2, Expenses & Invoicing).

This Contract may be terminated by either party with or without cause by providing thirty (30) days written notice to the other party to this Contract. Trinity Metro will not incur any penalties and fees other than for services performed prior to the effective termination date.

Contract No. _____ Initial Contract Term: _____ to _____

[THE BLANKS ABOVE MUST BE COMPLETED BY TRINITY METRO]

Proposer’s Legal Name: _____

Point of Contact: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Email Address: _____

The person executing this document on behalf of Proposer represents and warrants that he or she has full power and authority enter into the Contract Documents on Proposer’s behalf and bind Proposer to all of its obligations thereunder.

By: _____, authorized signatory

Print name: _____ Print title: _____

**FORT WORTH TRANSPORTATION AUTHORITY,
dba TRINITY METRO**

By: _____ Effective Date: _____

Print name: _____ Print title: _____

ATTACHMENT A

This Attachment A is attached to and forms a part of the Offer and Contract Signature form for Contract No. _____.

1. Proposal (the "Solicitation") issued by Fort Worth Transportation Authority, dba Trinity Metro, dated _____, 20_____.
2. [List all amendments, if any, to the Proposal, by name and date of issuance].

TERMS AND CONDITIONS ACCEPTANCE FORM

_____ 's signature on the Offer & Contract

[INSERT BIDDER'S/PROPOSER'S LEGAL NAME IN THIS BLANK] Signature Form to which this Terms & Conditions Acceptance Form is attached certifies Proposer's complete acceptance of the terms and conditions of the Solicitation Documents, subject only to those Proposed Modifications listed below (and on attached additional pages, if any) **that have been accepted by Trinity Metro as signified by the initials of an authorized Trinity Metro signatory in the column headed "Accepted (For Trinity Metro's Use)".**

Proposed Modifications will not be accepted or effective without the express written approval of Trinity Metro in the "Accepted" column. All proposed modifications must be clearly explained, reference the Solicitation Documents provision(s) that Proposer proposes to modify and clearly state any proposed modified language and/or proposed additional terms, and a draft of the Solicitation Documents must be included that provisionally incorporates Proposer's proposed modifications, with proposed additions double-underlined and proposed deletions struck through.

Note: Unacceptable proposed modifications may remove Bidder's/Proposer's Proposal from consideration for award. Trinity Metro shall be the sole judge on the acceptance or rejection of proposed modifications, and its decision shall be final. If a Proposal is returned with proposed modifications that are not expressly accepted by Trinity Metro, the Solicitation Documents shall not be modified and the Contract Documents shall be binding without giving any force to the unaccepted modifications.

Check one of the following responses (if no response is checked or if no Proposed Modifications are listed, Bidder's/Proposer will be deemed to take no exceptions):

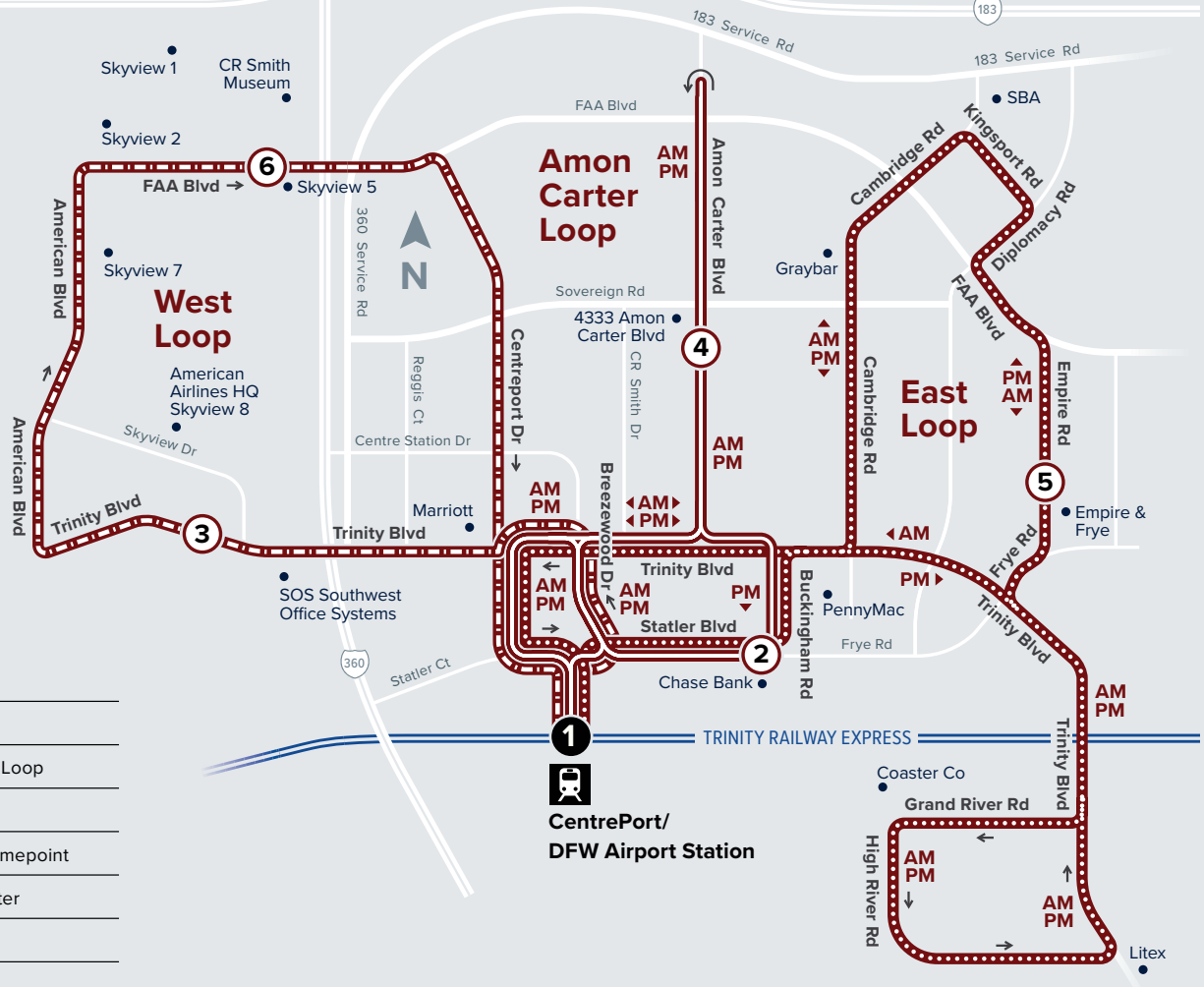
_____ Bidder/Proposer takes no exceptions to the RFP 26-T019 and Contract Documents.

_____ Bidder/Proposer proposes the following modifications to the Solicitation, as further specified in the draft proposed Contract Documents included herewith: (Feel Free to Add Additional Pages)

EXHIBIT A
ROUTE 30 SCHEDULE

30

**CentrePort
Circulator**



Map Key

- West Loop
- Amon Carter Loop
- East Loop
- Scheduled Timepoint
- Transfer Center
- Rail Station



Purchase tickets or plan your trip
with our mobile app:
GoPass
Download from your app store.

1001 Jones St, Fort Worth, Texas 76102
Customer Support and Solutions:
(817) 215-8600
RIDETRINITYMETRO.org | @TrinityMetro

Effective
September 28, 2025

WEEKDAYS

WEST LOOP AM/PM

CentrePort Station	Skyview 8	Skyview 5	CentrePort Station
1	3	6	1
6:02	6:08	6:12	6:23
6:32	6:38	6:42	6:53
7:02	7:08	7:12	7:23
7:32	7:38	7:42	7:53
8:02	8:08	8:12	8:23
8:32	8:38	8:42	8:53
No Midday Service			
3:17	3:24	3:28	3:38
3:47	3:54	3:58	4:08
4:17	4:24	4:28	4:38
4:47	4:54	4:58	5:08
5:17	5:24	5:28	5:38
5:44	5:51	5:55	6:05
6:07	6:14	6:18	6:28
6:35	6:42	6:46	6:56

AMON CARTER LOOP

CentrePort Station	Chase Bank	4333 Amon Carter Blvd	Chase Bank	CentrePort Station
1	2	4	2	1
6:02	6:06	6:14	–	6:22
6:32	6:36	6:44	–	6:52
6:52	6:56	7:04	–	7:12
7:20	7:24	7:32	–	7:40
7:40	7:44	7:52	–	8:00
8:02	8:06	8:14	–	8:22
8:32	8:36	8:44	–	8:52
No Midday Service				
3:00	–	3:10	3:12	3:20
3:25	–	3:35	3:37	3:45
4:00	–	4:10	4:12	4:20
4:25	–	4:35	4:37	4:45
4:55	–	5:05	5:07	5:15
5:25	–	5:35	5:37	5:45
6:00	–	6:10	6:12	6:20
6:25	–	6:35	6:37	6:45

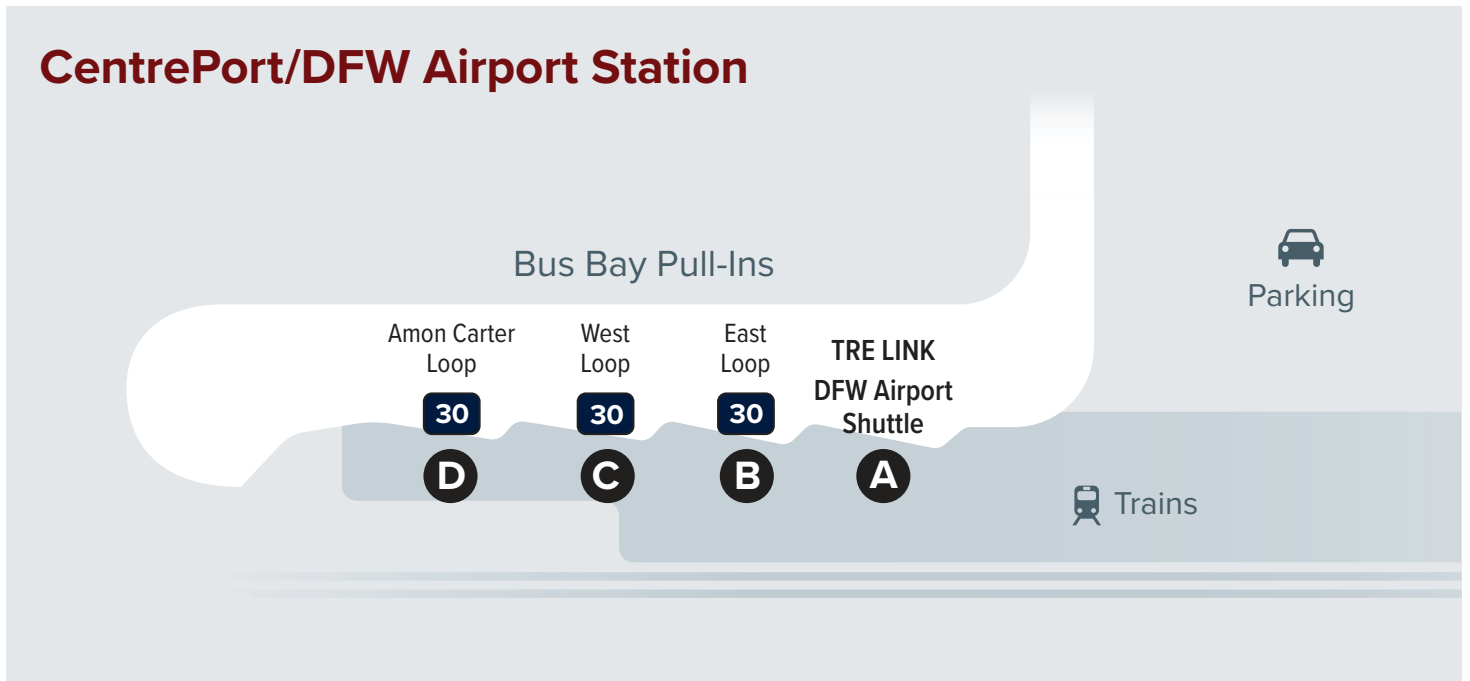
EAST LOOP

CentrePort Station	Empire & Frye	CentrePort Station
1	5	1
6:02	6:15	6:27
6:32	6:45	6:57
7:02	7:15	7:27
7:32	7:45	7:57
8:02	8:15	8:27
8:32	8:45	8:57
No Midday Service		
2:55	3:08	3:20
*3:20	3:26	3:38
3:55	4:08	4:20
4:20	4:33	4:45
4:50	5:03	5:15
5:20	5:33	5:45
5:55	6:08	6:20
6:20	6:33	6:45

* Trip will not service Grand River & High River Rd

AM Times PM Times

Route 30 has no service on Weekends or Major Holidays.



Purchase tickets or plan your trip with our mobile app:
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Effective
 September 28, 2025

EXHIBIT B
ROUTE 31 - TRE LINK

TRE LINK

Connect from the
Trinity Railway Express directly
to DFW Airport Terminal B.



Effective Sept. 15, 2024

TRE LINK



trinityrailwayexpress.org



Weekdays

To DFW Airport Terminal B

CentrePort Station	Amon Carter & Sovereign	Southgate Plaza	DFW Terminal B
1	2	3	4
5:32	5:36	5:41	5:48
5:52	5:56	6:01	6:08
6:12	6:16	6:21	6:28

continuing every 20 minutes

9:32	9:36	9:41	9:48
10:12	10:16	10:21	10:28
10:52	10:56	11:01	11:08

continuing every 40 minutes

4:12	4:16	4:21	4:28
4:32	4:36	4:41	4:48
4:52	4:56	5:01	5:08

continuing every 20 minutes

6:52	6:56	7:01	7:08
7:32	7:36	7:41	7:48
8:12	8:16	8:21	8:28

continuing every 40 minutes

10:12	10:16	10:21	10:28
10:52	10:56	11:01	11:08
11:32	11:36	11:41	11:48

Saturday

To DFW Airport Terminal B

CentrePort Station	Amon Carter & Sovereign	Southgate Plaza	DFW Terminal B
1	2	3	4
5:32	5:36	5:41	5:48
6:12	6:16	6:21	6:28
6:52	6:56	7:01	7:08

continuing every 40 minutes

10:12	10:16	10:21	10:28
10:52	10:56	11:01	11:08
11:32	11:36	11:41	11:48

a.m. times p.m. times

Weekdays

To CentrePort Station

DFW Terminal B	Amon Carter & Sovereign	CentrePort Station
1	2	3
5:48	6:03	6:08
6:08	6:23	6:28
6:28	6:43	6:48

continuing every 20 minutes

9:08	9:23	9:28
9:48	10:03	10:08
10:28	10:43	10:48

continuing every 40 minutes

4:48	5:03	5:08
5:08	5:23	5:28
5:28	5:43	5:48

continuing every 20 minutes

7:08	7:23	7:28
7:48	8:03	8:08
8:28	8:43	8:48

continuing every 40 minutes

9:48	10:03	10:08
10:28	10:43	10:48
11:08	11:23	11:28

Saturday

To CentrePort Station

DFW Terminal B	Amon Carter & Sovereign	CentrePort Station
1	2	3
5:48	6:03	6:08
6:08	6:23	6:28
6:28	6:43	6:48

continuing every 40 minutes

9:48	10:03	10:08
10:28	10:43	10:48
11:08	11:23	11:28

a.m. times p.m. times

No service on Sunday and major holidays.

EXHIBIT C
ROUTE 31 - TRE LINK (DETOUR)

TRE LINK

Connect from the Trinity Railway Express directly to DFW Airport Terminal D.



Effective Aug. 6, 2025

TRE LINK

**TEMPORARY
DETOUR**



trinityrailwayexpress.org



AT DFW AIRPORT: BOARD AT THE UPPER LEVEL OF TERMINAL D, NEAR GATE D22

Weekdays

To DFW Airport Terminal D (upper level)

CentrePort Station	Amon Carter & Sovereign	Southgate Plaza	DFW Terminal D (upper level)
1	2	3	4
5:32	5:36	5:41	5:48
5:52	5:56	6:01	6:08
6:12	6:16	6:21	6:28

continuing every 20 minutes

9:32	9:36	9:41	9:48
10:12	10:16	10:21	10:28
10:52	10:56	11:01	11:08

continuing every 40 minutes

4:12	4:16	4:21	4:28
4:32	4:36	4:41	4:48
4:52	4:56	5:01	5:08

continuing every 20 minutes

6:52	6:56	7:01	7:08
7:32	7:36	7:41	7:48
8:12	8:16	8:21	8:28

continuing every 40 minutes

10:12	10:16	10:21	10:28
10:52	10:56	11:01	11:08
11:32	11:36	11:41	11:48

Weekdays

To CentrePort Station

DFW Terminal D (upper level)	Amon Carter & Sovereign	CentrePort Station
1	2	3
5:48	6:03	6:08
6:08	6:23	6:28
6:28	6:43	6:48

continuing every 20 minutes

9:08	9:23	9:28
9:48	10:03	10:08
10:28	10:43	10:48

continuing every 40 minutes

4:48	5:03	5:08
5:08	5:23	5:28
5:28	5:43	5:48

continuing every 20 minutes

7:08	7:23	7:28
7:48	8:03	8:08
8:28	8:43	8:48

continuing every 40 minutes

9:48	10:03	10:08
10:28	10:43	10:48
11:08	11:23	11:28

Saturday

To DFW Airport Terminal D (upper level)

CentrePort Station	Amon Carter & Sovereign	Southgate Plaza	DFW Terminal D (upper level)
1	2	3	4
5:32	5:36	5:41	5:48
6:12	6:16	6:21	6:28
6:52	6:56	7:01	7:08

continuing every 40 minutes

10:12	10:16	10:21	10:28
10:52	10:56	11:01	11:08
11:32	11:36	11:41	11:48

Saturday

To CentrePort Station

DFW Terminal D (upper level)	Amon Carter & Sovereign	CentrePort Station
1	2	3
5:48	6:03	6:08
6:28	6:43	6:48
7:08	7:23	7:28

continuing every 40 minutes

9:48	10:03	10:08
10:28	10:43	10:48
11:08	11:23	11:28

a.m. times p.m. times

a.m. times p.m. times No service on Sunday and major holidays.