



**REQUEST FOR PROPOSAL (RFP)
SUBROGATION RECOVERY SERVICES
RFP #26-T020**

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

RFP Release Date:	March 11, 2026
Proposal Submission Deadline:	April 9, 2026
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	Trinity Metro Safety, Security, and Emergency	None	
Section 8	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"/>
	Base Price Proposal	F9	YES <input type="checkbox"/>
	Trinity Metro Safety, Security, and Emergency	F10	YES <input type="checkbox"/>
	Offer and Contract Signature		YES <input type="checkbox"/>
	Attachment A		YES <input type="checkbox"/>

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)	March 25, 2026	5:00 PM CST
Proposal Submission Deadline	April 9, 2026	2:00 PM CST
Proposal Opening Location: Virtual - Microsoft TEAMS	April 9, 2026	3:00 PM
Interviews/Demonstrations from Most Qualified Proposers <i>(if necessary)</i> (2)	TBD	TBD
Contract Executed (3)	April/May 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) Trinity Metro reserves the right to change the contract execution date.

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-T020 Subrogation Recovery Services

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 30 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. Cover Letter
 - b. Qualifications, Experience & Staffing
 - c. Technical Approach & Methodology
 - d. Reporting, Performance Metrics & Communication
 - e. Data Security, Compliance & Risk Management
 - f. Pricing and Cost Effectiveness
 - g. Section 8 Attachments and Forms (F1-F11), 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 five (5) 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:

Lashelle Robinson, Sr. 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 TRINITY METRO and other departments. TRINITY METRO will evaluate the proposals 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.

Consultant's proposals shall be evaluated using the following criteria:

	Max Points	Max Pages
A. Letter of Introduction / Cover Letter Provide a brief introduction summarizing the proposer's interest, capacity, and commitment to the project	Not Counted	Not Counted
B. Qualifications, Experience & Staffing Depth of expertise and ability to perform. Includes: years of experience, public/transit experience, staffing model, arbitration/litigation background, technology tools, and references.	20	
C. Technical Approach & Methodology How well the proposer understands Trinity Metro's needs and delivers an effective claims management strategy. Includes: intake, investigation, negotiation, arbitration/litigation support, settlement authority, closure/escalation, turnaround times.	10	
D. Reporting, Performance Metrics & Communication Strength and clarity of reporting and communication processes. Includes: monthly reports, metrics, aging/status tracking, meeting support, and tool transparency.	25	
E. Data Security, Compliance & Risk Management Protection of Trinity Metro's data and adherence to legal, policy, and risk requirements. Includes: security protocols, confidentiality, record retention, secure communication, legal compliance, immunity acknowledgment, and insurance coverage	10	
F. Pricing most advantageous to Trinity Metro	35	
G. Required Forms and Certifications	Pass / Fail	Not Counted
Total Points – Total Pages (not including resumes, references, and forms)	100	25
Trinity Metro's selection committee reserves the right to request additional information from proposers, request an oral presentation, or ask proposers to appear before the selection committee to clarify their proposal.		

Section 5 Scope of Work

1. PURPOSE

Trinity Metro is seeking qualified firms to provide professional subrogation recovery services for property damage, vehicle damage, loss of use, and related claims where a third party may be responsible.

This Scope of Work defines Trinity Metro's expectations for services. Respondents shall propose their methodology, staffing model, authority structure, and fee structure in response.

2. BACKGROUND

Trinity Metro operates a public transportation system including buses, paratransit vehicles, facilities, and related infrastructure. Incidents may occur where third parties are liable for damage to Trinity Metro property or operational losses.

The selected firm will pursue recovery of eligible claims referred by Trinity Metro.

3. SCOPE OF SERVICES

The selected firm shall provide comprehensive subrogation recovery services including, but not limited to, the following:

3.1 Claim Intake and Evaluation

- Review claims referred by Trinity Metro to determine subrogation viability.
- Analyze liability, damages, insurance coverage, and collectability.
- Identify applicable statute of limitations deadlines.
- Provide recovery strategy recommendations.

3.2 Investigation

- Identify responsible parties and insurance carriers.
- Obtain necessary documentation such as police reports, repair estimates, photographs, insurance information, DMV searches, and witness statements where applicable.
- Coordinate with Trinity Metro staff to obtain supplemental documentation as needed.

3.3 Demand and Negotiation

- Prepare and issue demand packages.
- Conduct negotiations with adverse parties and insurers.
- Maintain detailed documentation of communications, offers, and settlement discussions.

3.4 Arbitration and Litigation Support

- Pursue claims through arbitration when appropriate and only when directed by Trinity Metro.
- Obtain Trinity Metro approval prior to initiating any litigation.
- Clearly identify anticipated litigation-related costs in advance.

3.5 Settlement Authority

Respondents must clearly define their proposed settlement authority parameters in their submission. Trinity Metro anticipates:

- Limited authority may be granted for resolution of lower-value claims without prior approval.
- Trinity Metro will retain approval authority for higher-value claims and all litigation matters.
- Trinity Metro must be notified upon closure of all claims.

Proposers must describe:

- Proposed settlement authority thresholds
- Escalation procedures
- Claim closure protocols

4. CLAIMS REFERRAL PROCESS

Trinity Metro will:

- Refer claims deemed appropriate for recovery efforts.
- Provide available documentation, including incident reports, repair estimates or invoices, loss of use documentation, insurance information, photographs, and police reports when available.

The selected firm must outline:

- Intake procedures
- Documentation requirements
- Secure file transfer methods
- Expected turnaround time for initial review

5. REPORTING AND COMMUNICATION REQUIREMENTS

5.1 Monthly Reporting

At minimum, monthly reporting must include:

- Claim identifier
- Current status
- Recovery amount (if applicable)

- Fees and expenses applied
- Net amount due to Trinity Metro
- Narrative updates on significant or complex claims

5.2 Performance Metrics

Respondents must propose measurable performance indicators such as:

- Recovery rate
- Average time to resolution
- Percentage of claims resolved
- Annual recovery totals
- Aging of open claims

5.3 Meetings

Trinity Metro expects periodic performance review meetings, at minimum on a quarterly basis.

6. FEE PROPOSAL REQUIREMENTS

Respondents shall propose:

- Fee structure (contingency, tiered, flat, hybrid, arbitration rate, litigation rate, etc.)
- Treatment of litigation costs
- Treatment of administrative or investigative costs
- Any minimums, retainers, or hourly components
- Any differentiated rates based on claim type or complexity

All fees and costs must be clearly itemized and transparent.

7. COMPLIANCE REQUIREMENTS

The selected firm must:

- Comply with all applicable federal, state, and local laws.
- Conduct services in a manner consistent with Texas governmental entity requirements.
- Acknowledge Trinity Metro's governmental immunity.
- Maintain appropriate professional and liability insurance coverage.
- Maintain confidentiality of all claim and operational data.

8. DATA SECURITY AND CONFIDENTIALITY

Respondents must describe:

- Data security protocols
- Confidential information handling procedures
- Record retention policies
- Cybersecurity controls

- Secure communication methods

All confidential information must be used solely for the purpose of providing recovery services.

Section 6 Special Provisions

6.1 Contract Award

This will be a Commission-Based Contract. The contract period will be for three (3) years with two (2) one-year 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. If the Contract is for a term of more than one (1) year, and if necessary funding appropriation/program approval is not granted, the Contract will be canceled for all unfunded or unapproved periods.

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 invoice 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 in 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 and property damage liability of not less than \$1,000,000.
2. **Commercial General Liability** insurance or its equivalent, providing limits of not less than \$2,000,000 for bodily injury and 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
 - Explosion, Collapse & Underground Property Damage Hazard
 - Medical Payments
 - Fire Damage Legal Liability
 - Broad Form Property Damage
 - Liability for Independent Contractors
3. **Professional Liability** with limits of liability of \$1,000,000 per claim and \$2,000,000 aggregate.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.

12. **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 Subcontract Approval

Proposer shall include in all subcontracts and supply contracts for services or materials under the Contract a provision making the subcontractor(s) subject to all provisions stipulated in the Contract. The Proposer shall be fully responsible for all services performed and materials supplied by any subcontractor or supplier.

6.15 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 data, 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.

6.16 Pricing

The price quoted in any proposal submitted shall include all necessary costs 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.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 Right to Employ Other Contractors

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

6.28 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 an executed written agreement between the parties.

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

6.29 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.

6.30 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.

6.31 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.

6.32 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.

6.33 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.

6.34 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 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 8 Attachments and Forms

THE FOLLOWING FORMS AND CERTIFICATIONS SHALL BE COMPLETED BY THE PROPOSER AND SUBMITTED WITH THE 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 – BASE PRICE PROPOSAL

F10 – TRINITY METRO SAFETY, SECURITY, AND EMERGENCY REQUIREMENTS

OFFER AND CONTRACT SIGNATURE FORM

ATTACHMENT A

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-T020 Subrogation Recovery Services**.

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.

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

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 Subrogation Recovery Services in response to RFP 26-T020 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 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:			

F10 – 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 7 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").

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. 26-020 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-T020 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)

Section/Page	Term, Condition, or Specification	Proposed Modification	Accepted (For Trinity Metro use only)