



**REQUEST FOR PROPOSAL (RFP)  
OPERATOR FOR THE TEXAS & PACIFIC (T&P)  
BALLROOM AND FORMER TAVERN SPACE  
RFP #25-T037**

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

<b>RFP Release Date:</b>	<b>June 13, 2025 11:00 AM (CST)</b>
<b>Proposal Submission Deadline:</b>	<b>July 24, 2025 2:00 PM (CST)</b>
<b>REVIEW THE FULL SCHEDULE OF EVENTS IN SECTION 2</b>	

**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 services, carpool/vanpool services, On-Demand services, 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 and Checklist

NAME	FORM DESCRIPTION	FORM NUMBER	COMPLETE?
Section 1	Minimum Requirements and Checklist	None	<b>YES</b> <input type="checkbox"/>
Section 2	Schedule of Events	None	
Section 3	Instructions to Proposers	None	
Section 4	Evaluation and Response	None	
Section 5	Scope of Work	None	
Section 6	Special Provisions	None	
Section 7	Attachments and Amendments	F1	<b>YES</b> <input type="checkbox"/>
	Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters	F2	<b>YES</b> <input type="checkbox"/>
	Conflict of Interest Acknowledgement and Certification	F3	<b>YES</b> <input type="checkbox"/>
	Certification of Compliance with Restriction on Lobbying	F4	<b>YES</b> <input type="checkbox"/>
	Business Questionnaire & List of References	F5	<b>YES</b> <input type="checkbox"/>
	List of References for Similar Projects	F6	<b>YES</b> <input type="checkbox"/>
	Affidavit of Non-Collusion	F7	<b>YES</b> <input type="checkbox"/>
	Prohibition of Contracts with Companies Boycotting Israel	F8	<b>YES</b> <input type="checkbox"/>
	Operator Price Proposal	F9	<b>YES</b> <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	June 13, 2025	11:00 a.m.
Pre-Proposal Meeting: Texas & Pacific Station 221 W. Lancaster Ave Fort Worth, TX 76102  A walkthrough of the Ballroom and Tavern Space will follow after the meeting.	June 26, 2025	2:00 p.m.
Deadline for Submission of Written Questions (1)	July 10, 2025	5:00 p.m.
<b>Proposal Submission Deadline</b>	<b>July 24, 2025</b>	<b>2:00 p.m.</b>
Receipt of Proposal Opening Virtual -Microsoft TEAMS	July 24, 2025	3:00 p.m.
Interviews/Demonstrations from Most Qualified Proposers ( <i>if necessary</i> ) (2)	TBD	
Trinity Metro Board Meeting to Recommend Contract Approval	August 18, 2025	
Contract Executed (3)	August/September 2025	

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

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

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

## 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 25-T037 Operator for the T&P Ballroom and Former Tavern Space

Proposers can also submit proposals electronically using the Trinity Metro electronic Proposal 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 per section 4 (Evaluation Criteria).** 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.

### **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 Non-Mandatory Pre-Proposal Meeting**

Respondents are encouraged to attend a pre-proposal meeting on the date and time listed in the Schedule of Events in Section 2. During this meeting, Trinity Metro will discuss information about the project, the qualification requirements and process, and will address particular questions that may occur because of review of this RFP.

### **3.6 Rejection and Selection of Proposals; Modification of the RFP**

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

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

4. Nothing stated at any time, by any representative of Trinity Metro, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing through an Addenda issued by Trinity Metro to this RFP.
5. The Proposer agrees to keep confidential its response and any information received from Trinity Metro.
6. All information submitted in response to the RFP shall become the property of Trinity Metro, and as such, may be subject to public review as public records.
7. Proposer acknowledges and agrees that Trinity Metro will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred by the Proposer or any member thereof as a result of, or arising out of its submitting a proposal, negotiating changes to such proposal, or Trinity Metro's acceptance or non-acceptance of the proposal.
8. Trinity Metro shall control the release of all public information concerning the procurement under this RFP, including selection announcements and Contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of Trinity Metro.
9. Neither Trinity Metro nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All Proposers are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a proposal is at the sole risk of the Proposer.
10. The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause Trinity Metro to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
11. All proposals must be the original work product of the Proposer. The copying, paraphrasing, or other use of substantial portions of the work product of another Proposer is not permitted. Failure to adhere to this instruction will cause Trinity Metro to reject the proposal. The successful Proposer will be required to enter into Contract by signature on separate Contract documents, which will be prepared by Trinity Metro from information in the RFP and the successful Proposer's proposal.

12. In accordance with Article 8-103 of Trinity Metro's Procurement Policy, "All protests relating to advertising of solicitation notices, alleged improprieties or ambiguities in solicitation documents, deadlines, bid openings or awards, and all other solicitation, bid or award-related procedures or actions must be made in writing and submitted to the President/CEO, or designee, within ten (10) business days of (1) the bid opening for a construction contract or (2) date of award for other types of contracts."

### **3.7 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, Contract Administrator  
Trinity Metro  
801 Grove Street  
Fort Worth, Texas 76102  
E-mail: [contractmgmt@ridetm.org](mailto: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.**

### **3.8 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.

### 3.9 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.

### 3.10 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.

### 3.11 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.

### 3.12 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 insufficiency of 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. Trinity Metro intends to evaluate the proposals generally in accordance with the criteria listed below. At Trinity Metro's own discretion, Trinity Metro, may negotiate with proposers whose proposals rank as the most qualified firm or firms, based on the evaluation factors set forth below and/or within the competitive range. Proposals shall be clear, concise, and include sufficient detail for effective evaluation.

### Summary of Evaluation Criteria

Proposals should be clear, concise, and include sufficient detail for effective evaluation. Proposals will be evaluated for award based on the following:	<b>Maximum Points</b>	<b>Maximum Pages</b>
<b>Operator Information and Qualifications of Firm:</b> The Operator information evaluation will be based upon: <ul style="list-style-type: none"> <li>• Provide your qualifications to operate a restaurant and meeting facility.</li> <li>• Describe your overall approach to the effort, key abilities of your proposed team, and distinguishing factors on why your organization should be selected.</li> <li>• The proposer shall show how they intend to perform the services requested and to provide specific experience of the staff and their expertise in providing required services.</li> <li>• Describe the respondent's organization and staff team as it relates to the business planning, implementation, marketing, and operation of the restaurant concepts, including an organizational chart of personnel that would be involved in the management effort.</li> </ul>	35 points	40 pages
<b>Operator Qualifications for Past Experience:</b> <ul style="list-style-type: none"> <li>• The Operator shall provide specific methods and the proposer's approach to working with local or like projects. The Operator shall provide a detailed record of successful related business ventures similar to the proposed locations described.</li> </ul>	30 Points	
<b>Operator Price Proposal:</b> <ul style="list-style-type: none"> <li>• Operator's proposal for rent structure and or revenue sharing between the Operator and Trinity Metro most advantageous to Trinity Metro</li> </ul>	35 Points	
Provide independent audited financial statements using U.S. Generally Accepted Accounting Principles (U.S. GAAP) for the Proposer for the past three (3) years. If the	Pass/Fail	Not Counted

<p>Proposer is a joint venture, provide financial statements for the past three (3) years for each entity in the joint venture. This will not count against the maximum page count.</p> <ul style="list-style-type: none"> <li>• Please attach the Financial Statement separately.</li> </ul> <p>If you are mailing in your proposal, please include your financial statement in a separate sealed envelope</p>		
<p>Total Points / Total Pages (<b>not</b> including resumes, references, and compliance forms)</p>	<p><b>100 points</b></p>	<p>40 pages</p>
<p>Trinity Metro's selection committee reserves the right to request additional information from proposers, request oral presentations, or ask proposers to appear before the selection committee to clarify their proposal</p>		

## Section 5 Scope of Work

The Fort Worth Transportation Authority (dba “Trinity Metro”) is one of the largest public transit systems in the state of Texas, providing service throughout Tarrant County, Texas. Fort Worth is the largest city in the County and is currently the 11<sup>th</sup> largest city in the United States, quickly ascending the ranks of big cities from its place as the 15th largest in 2017. The City’s population passed the one million mark in 2025. Trinity Metro is seeking responses from facility operators or restaurant (“Operators”) who are experienced in managing, operating, and marketing two facility properties owned by Trinity Metro. The qualified party would lease-operate the Ball Room and the former restaurant location known and operated as the T&P Tavern. The location of the property is 221 W. Lancaster Avenue, Fort Worth, Texas 76102, within the T&P station.

This location has commuter railroad service through the Trinity Railway Express and TexRail. The historically designated T&P Station is a rail terminal for the TRE and TEXRail commuter railroad. The station is located at 221 W. Lancaster Avenue in Fort Worth, Texas, 76102, which is located near the south side of Fort Worth. T&P Station is currently the most western terminal that services the TRE that connects rail service between Fort Worth and Dallas. In addition, the station also is a connection for TEXRail, which operates from downtown Fort Worth to Dallas-Fort Worth International Airport.

TRINITY METRO considers the following key objectives for this type of project:

1. The selected Operator will be a professional, adaptable, business owner, and a good partner to Trinity Metro that will add value to the property while maintaining and establishing a positive rapport and welcoming environment for the community and commuting public.
2. Operating the business and following established Condo Association rules of operation. All Condo Association rules will be provided.
3. Cooperate with Trinity Metro and its marketing department to increase interest in transit ridership while making the location a destination for dining and events.
4. Cooperate with Trinity Metro to operate the space safely in a way that adds value to the adjacent Trinity Metro’s commuter station area.
5. Assess, provide, and install all necessary furnishings and equipment over and above the existing furnishings to create an attractive and inviting destination. The chosen Operator would provide all such equipment for the former T&P Tavern space.
6. Seek innovative amenities for the location that will increase usage of the Ballroom property and former T&P Tavern property.
7. Enhance the Operations in such a way as to enhance the demand of the facility so that customers will feel connected to T&P Station, existing neighborhoods, the near Southside of Fort Worth, and downtown Fort Worth.
8. Creation of a long-term partnership facility operating agreement with Trinity Metro.
9. Proposers have the option to submit a plan that includes both the ballroom and tavern or a plan that includes only one space.

## Scope of Work

The Trinity Metro is soliciting proposals from qualified and experienced facility operators or operators of restaurateurs to enter into a lease for the interior & outdoor space of the former T&P Tavern and the Ballroom at the T&P Station. The Ballroom space is limited to the interior of the building. The address of the location is 221 W. Lancaster Avenue, Fort Worth, Texas 76102.

Trinity Metro will hold a pre-proposal meeting at the locations for potential operators to tour them. Proposers are encouraged to attend the meeting and then submit formal questions to the Trinity Metro Procurement Department.

**The Operator for the Ballroom will be required to recognize any existing booking for the Ballroom in 2025 prior to the start of the new contract. It is required that the Operator and Trinity Metro work together to manage this existing obligation.**

The electrical and water utilities at the location maybe provided to the Operator(s) through Trinity Metro and the Condo Association. For the former T&P Tavern location, the Operator will have the option to select utilities. Trinity Metro will negotiate with the Operator concerning the utilities at the location lease. Natural gas is not currently available at this location.

**Please submit a full business approach including hours of operation, description of menu, marketing strategy, service type, the way in which your business will support transit, ideal target audience, and all other relevant details.**

## T&P Ballroom Information.

### Space Information

Capacity:

Room capacity: 400 maximum.

250 guests can be seated at the location; this includes space for entertainment with a dance floor and disc jockey.

### Room Dimensions and Descriptions

Main Room: 60' x 90' or 5,400 Sq. ft.

Adjoining Conference Room: 30' x 30' or 900 Sq. ft.

As a reference - Trinity Metro has set up the Ballroom for events using our tables:

Up to thirty (30) 60-inch round tables that seat 8 (eight) each (60" diameter x 29" high)

Up to five (5) 72-inch rectangular tables (72" L x 30" W x 29" H)

Up to eight (8) 96-inch rectangular tables (96"L x 30" W x 29" H)

Up to ten (10) 30-inch round cocktail tables (30" diameter x 42" high)

Chairs: Up to 250 white, plastic folding chairs (chair height 34", seat height 17") can be used in the space for an event.

The kitchenette has a sink, microwave, icemaker, and refrigerator and is located next to the conference room.

### **Electrical Outlets**

The Main Room has eleven (11) - 20 amp circuits, and one (1) 208 amp circuit. The adjoining Conference Room has six (6) - 20 amp circuits located within the floor. All circuits are ground fault circuit protected in the conference room. Trinity Metro will provide the electrical diagram upon request.

### **Parking**

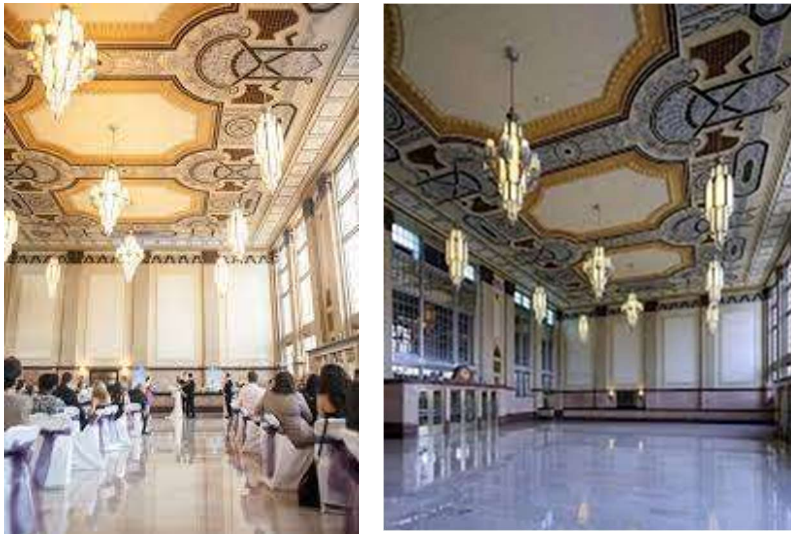
Trinity Metro free event parking is located south of the main building at 200 W. Vickery (Owner parking lot). Guests attending the event can park in the paved lot, and then utilize the tunnel walkway to access the South entrance to the Main Room. Please note the Trinity Metro parking lot is also used by Trinity Railway Express Commuter train riders and is usually full between 7:00 a.m. and 5:30 p.m., Monday through Friday.

The parking lot north of the T&P Station is owned by the United States Post Office (USPS). Customers are required to pay in advance to use this parking lot.

### **Pictures of the T&P Ballroom:**



[Looking South at the T&P Ballroom entrance]



[Interior pictures of the Ballroom]

### **Former T&P Tavern location Information**

The property is a 7,561 square foot retail condominium. The condominium is comprised of an interior bar/seating area, a fully covered outdoor patio/seating area, a full-service kitchen, and a below-grade basement area. The overall property is currently in good/average condition and the property for the past 14 years served as a tavern and restaurant.

Floor Plan - The ground-level tavern space consists of the interior kitchen space, interior dining facility space, as well as the outdoor covered patio and bar kiosk space. These areas total to approximately 6,875 square feet. After including the subject's 686 square feet of additional basement - the total gross building area and net rentable area of the property was approximately 7,561 square feet.

Common area finishes consisted of marble tile flooring, and stained concrete flooring behind the bar area; painted gypsum board/plaster walls; and painted gypsum board and stained wood beam ceilings. Various historical metal panel wall and ceiling trim. Lighting consisted of eight (8) ceiling-mounted decorative chandeliers with LED bulbs, and limited sconce lighting with LED bulbs.

The restroom finishes included marble tile flooring, painted gypsum board and ceramic tile clad walls, and painted gypsum board ceilings. The restroom structure was reported to have been installed when the current tenant occupied the subject property and included wall-mounted (men's) and laminate vanity top-mounted (women's) vitreous clay sinks with single lever faucets; wall-mounted urinals (men's), and wall and floor-mounted toilets.

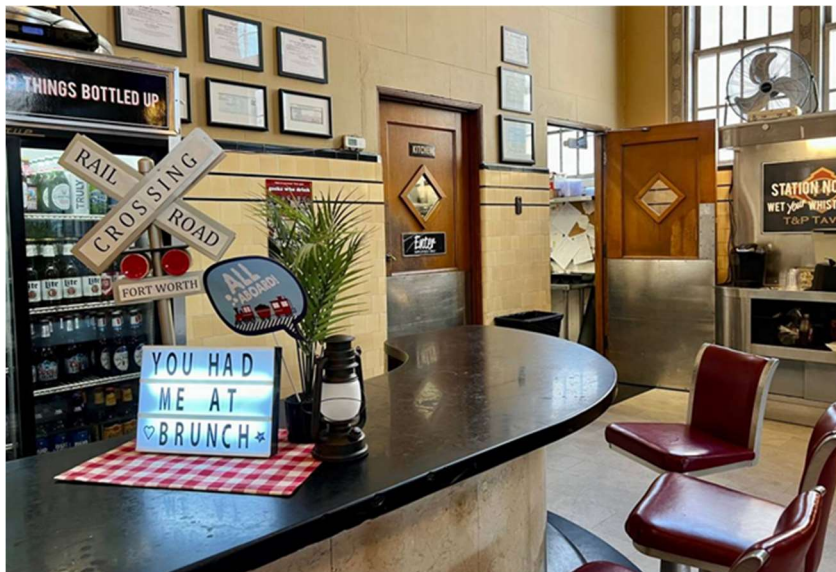
The kitchen area is finished with quarry tile flooring, painted gypsum board or plaster walls, and tile ceiling finishes. Kitchen lighting is suspended tube bulb fixtures with LED bulbs. The kitchen was provided with limited commercial kitchen equipment consisting of stainless-steel sinks, microwaves, warming ovens, prep tables, reach-in refrigerators, miscellaneous small

appliances, a commercial dishwasher with sanitizer and drying racks, stainless steel shelving, cutlery, wares, and stored items.

The service/bar kiosk was finished with carpet flooring, painted gypsum board, metal panels, wood trim walls, and a painted wood/gypsum board ceiling. The kiosk contains wood cabinetry and shelving, various small refrigerators, stainless steel tables, and a small stainless steel hand sink.

The property basement areas included a utility room/cleaning-storage area that housed the tank type water heater; a walk-in beer cooler and peripheral equipment; a walk-in food cooler and peripheral equipment; a dry supply storage area with shelving and metal cage with locking gate; a dry food storage area with shelving and metal cage with locking gate; and refrigeration equipment that serves the ground floor bar area wine and beer coolers. The basement is generally comprised of sealed or coated concrete floors; painted concrete, brick, or gypsum board walls; and painted exposed structure ceilings.

#### **Pictures of the form T&P Tavern Location:**





## Section 6 Special Provisions

### 6.1 Contract Award

The contract/lease period is preferred for two (2) years, plus three (3) one-year options to renew. However, alternative terms will be considered.

### 6.2 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.

### 6.3 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.

### 6.4 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.

### 6.5 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.

## 6.6. 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 product and completed operations aggregate of \$2,000,000. The general liability must include an endorsement for liquor liability. There shall not be any policy exclusions or limitations for the following:
  - Contractual Liability covering Contractor's obligations herein
  - Personal Injury Advertising Liability
  - Medical Payments
  - Fire Damage Legal Liability
  - Broad Form Property Damage
  - Liability for Independent Contractors
3. **Workers' Compensation Insurance** or its equivalent, providing benefits comparable to those provided under the Workers' Compensation Act of the State of Texas and/or any other State or Federal law or laws applicable to the Contractor's employees performing work under this contract. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease. This insurance shall be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from Trinity Metro.
4. **Certificates of Insurance** - Before commencing execution of this contract, the Contractor shall mail Certificates of Insurance satisfactory to Trinity Metro (or, as and when Trinity Metro may direct, copies of the policies endorsements or actual insurance policies) at the address in Section 3 evidencing that insurance as required by paragraph (a), and all subparagraphs to (a) above, is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to Trinity Metro shall be in form and content acceptable to Trinity Metro.
5. **Approval of Forms and Companies** - All coverage described in this contract shall be in a form and content satisfactory to the Contracting Officer. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance shall be provided by insurance companies with a Best's Rating of A- or better.

6. **Additional Insured Endorsement** - The policy or policies providing Commercial General Liability, Automobile Liability, and as otherwise required above shall be endorsed to name Fort Worth Transportation Authority, their directors, officers, representatives, agents and employees as Additional Insured as respect to operations performed by or on behalf of the Contractor in performance of this contract. The policy shall also be endorsed to name other interests as directed by Trinity Metro. The policies shall be primary and non-contributory.
7. **Notice of Cancellation or Material Changes** - Policies and/or Certificates shall specifically provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to Trinity Metro.
8. **Multiple Policies** - The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less than the amount shown above.
9. **Deductibles** - Companies issuing the insurance policies and the Contractor shall have no recourse against Trinity Metro for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.
10. **Subcontractors** - If any part of the work is sublet, Contractor shall require any and all subcontractors performing work under this contract to carry workers' compensation insurance, in accordance with paragraph (a) above. The Contractor shall determine any other types of insurance and the limits of liability that Contractor shall deem appropriate and adequate to protect the interests of Trinity Metro. In the event a subcontractor is unable to furnish any insurance required under this Contract, the Contractor shall endorse the subcontractor as an Additional Insured or become an Alternate Employer. The Contractor shall obtain and furnish to Trinity Metro certificates of Insurance evidencing subcontractors' workers' compensation insurance coverage. If a subcontractor's certificate of Workers' compensation insurance expires during the period of performance, Contractor shall obtain a renewal certificate. All certificates of workers' compensation insurance shall be maintained by the Contractor for a period of not less than 1 year. All other insurance certificates for subcontractors shall be furnished to Trinity Metro upon request.
11. **No Release** - The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

### 6.7 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.

### 6.8 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.

### **6.9 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.

### **6.10 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.

### **6.11 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.

### **6.12 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.

### **6.13 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.

### **6.14 Cost/Price Analysis**

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

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

**6.15 Pricing**

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

**6.16 Prompt Payment**

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

**6.17 Additional Services Request**

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

**6.18 RFP/Proposed Contract Alterations**

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

**6.19 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.

**6.20 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.

**6.21 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.

#### **6.22 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.

#### **6.23 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.

#### **6.24 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.

#### **6.25 Right to Employ Other Contractors**

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

#### **6.26 Contract Amendments/Modifications/Change Orders**

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

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

### **6.27 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.

### **6.28 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.

### **6.29 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.

### **6.30 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.

### **6.31 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.

### **6.32 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 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 – Operator Price Proposal**

**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 25-T037 Operator for the T&P Ballroom and Tavern Space.

ATTACHMENTS:

AMENDMENTS:

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

Acknowledged receipt of each attachment and amendment must be clearly established and included with the proposal 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 the 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				
\$100K-\$500K	\$500K-\$1M	\$1M-\$10M	\$10M-\$20M	>\$20M
6. Has the business, or any officer or partner, failed to complete a contract?				Yes No
7. Is any litigation pending against the business?				Yes No
8. Has the business ever been declared "not responsible" for the purpose of any Governmental agency contract award?				Yes No
9. Has the business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting?				Yes No

10. Are there any proceedings pending relating to the business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  
Yes No

11. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the business in default? Yes No

12. Is the business in arrears on any contract or debt? Yes No

13. Has the business been a defaulter, as a principal, surety or otherwise? Yes No

14. Have liquidated damages or penalty provisions been assessed against the business for failure to complete work on time or for any other reason? Yes No

15. Does the business maintain a drug-free workplace? Yes No

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

17. Business Identification Number (EIN, etc.)

18. Provided completed List of References for Similar Projects form. Yes No

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

20. NAICS code associated with this RFP

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

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

Signature:

Date:

Name / Title:

Company  
Name:

## F6 – LIST OF REFERENCES FOR SIMILAR PROJECTS

*(Use additional pages as necessary)*

<b>1. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
<b>2. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
<b>3. Project:</b>
Date of Completion (if applicable):
Company Name:
Address:
Contact Name:
Telephone Number:
E-Mail Address:
<b>4. Project:</b>
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 Operator for the T&P Ballroom and Former Tavern Space, in response to RFP 25-T037 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 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 Proposal 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:			

**F9 – OPERATOR PRICE PROPOSAL**

**Proposers may submit a proposal for both spaces or for a single space. The pricing form below illustrates the components proposers may want to consider; however, Trinity Metro will consider alternative structures not identified below.**

*Proposers are allowed to attach their price proposal template.*

1. Proposed Monthly Base Rent: \$\_\_\_\_\_ Proposed Lease Term (Years): \_\_\_\_\_  
Proposed Annual Rent Escalation (Percentage or Fixed Amount): \_\_\_\_\_
  
2. Additional Costs: Proposed Common Area Maintenance (CAM) Charges (Monthly): \$\_\_\_\_\_ Proposed Property Tax Contribution (Monthly): \$\_\_\_\_\_  
Proposed Insurance Contribution (Monthly): \$\_\_\_\_\_ Proposed Utility Payment Responsibilities (Specify): \_\_\_\_\_
  
3. Revenue Sharing (If Applicable): Proposed Revenue Sharing Percentage (If Applicable): \_\_\_\_\_  
\*Specify Revenue Streams Subject to Sharing: \_\_\_\_\_
  
4. Tenant Improvements: Proposed Tenant Improvement Allowance Request (If Applicable): \$\_\_\_\_\_  
\* Detailed Description of Proposed Tenant Improvements: \_\_\_\_\_
  
5. Financial Projections: Provide detailed financial projections for the first three years of operation, including projected revenue, expenses, and profit/loss statements.

Legal Name of Contractor:	Date:
Signature:	
Address:	Phone:
Name / Title:	
E-Mail:	