



**DALLAS AREA RAPID TRANSIT
SOLICITATION, OFFER AND AWARD FORM**

SOLICITATION INFORMATION
Request for Proposals (RFP)

1. SOLICITATION NO.: P-1019678

2. ISSUE DATE: 1/12/11

3. FOR INFORMATION CONTACT: (No collect calls)

NAME: Tonya Bee

TELEPHONE: 214-749-3482 **FAX:** 214-749-3666

E-MAIL: tbee@dart.org

4. BRIEF DESCRIPTION:

Employee On Boarding/Out Processing Web Portal

5. PRE-BID/PROPOSAL CONFERENCE:

**** There WILL be a conference. ****

(If a conference is scheduled, see the applicable clause in Exhibit C for more information.)

LOCATION: DALLAS AREA RAPID TRANSIT
1401 Pacific Ave., Room, 4D
Dallas, Texas 75202-7235

DATE: 1/25/11

TIME: 10:00 AM Local Dallas

6. SUBMIT OFFER TO:

Mailing Address

DALLAS AREA RAPID TRANSIT
P.O. Box 50648
Dallas, Texas 75250-0648
Solicitation #P-1019678

Hand/Commercial Courier Delivery

DALLAS AREA RAPID TRANSIT
1401 Pacific Ave. **Room 1522**
Dallas, Texas 75202
Solicitation #P-1019678

7. OFFER SUBMISSION DUE DATE AND TIME:

DATE: 2/3/11

TIME: 2:00 PM Local Dallas

8. SUBMIT WITH OFFER: Original offer and 5 photocopies including exhibits and attachments so indicated on Page 2 of this form.

9. Offers submitted in response to an IFB will be opened publicly in room < >, immediately after the submission due date and time.
Offers submitted in response to an RFP will NOT be publicly opened.

10. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 180 calendar days from the date specified in Block 7.

11. This solicitation and any resulting contract, respectively, consist of this DART Form 33.201 and the exhibits and documents designated with a symbol ● on Page 2 of this form. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder".

OFFER

(To be completed by Offeror)

CAUTION: A false statement in any offer (bid or proposal) submitted to DART may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Invoice/Payment terms are set forth in Exhibit D)

13. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 10, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and/or perform the service(s) at the designated location(s) within the time specified.

14. OFFEROR'S NAME, ADDRESS, and DART VENDOR NO.:
(Type or Print)

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)

TELEPHONE:
CELL PHONE:

E-MAIL:
FAX:

16. OFFEROR'S SIGNATURE & DATE:

AWARD

(To be completed by DART)

17. D/M/WBE: The D/M/WBE participation for this contract is as follows based on: ☐ Percentage of the total contract amount, or ☐ Other _____

% DBE

% MBE

% WBE

% MBE/WBE

18. ACCEPTED AS TO:

19. TOTAL AMOUNT OF AWARD:

20. CONTRACT NUMBER:

21. CONTRACTING OFFICER'S SIGNATURE & DATE OF AWARD:

Name:

Signature: _____

Date: ____/____/____

SOLICITATION, OFFER AND AWARD FORM

☞ See Exhibits B & C for offer preparation and submission instructions.

22. CONTENTS:

	NAME	FORM DESCRIPTION	FORM NO.	SUBMIT WITH OFFER?
●	Cover Sheet	Solicitation, Offer and Award Form	33.201	YES
●	Schedule	Schedule	33.202A	YES
●	Exhibit A	Representations and Certifications	33. 204	YES
●	Exhibit B	Special Solicitation Instructions and Conditions	33.B	
●	Attachment 1	Schedule of Subcontractor(s)/Subconsultant(s)	None	YES
●	Exhibit C	Solicitation Instructions and Conditions	33. 205L	
●	Exhibit D	Special Provisions	33.D	
●	Exhibit F	General Provisions	33. 301	
●	Exhibit G	DBE, or MBE and WBE Program	33. 213	
●	Attachment 1	Intent to Perform as a Subcontractor	None	YES
●	Attachment 2	Sample Vendor Payment Report	None	
●	Exhibit H	Statement of Work	33.H	
●	Exhibit L	Business Questionnaire	33.253	YES
●	Exhibit O	Solicitation Question Submission Form	33.225	
●	Exhibit V	Employee Information Report	33.254	YES

23. SUBMIT THE BELOW ITEM(S) WITH OFFER, IN ADDITION TO THE ABOVE IDENTIFIED SUBMITTALS:

	DESCRIPTION	
●	Technical Proposal, per Exhibit B, paragraph 7	YES
●	In addition to the instructions for submitting proposals in Exhibit B, para. 5, respondents are requested to include one (1) electronic version of their proposals on either a CD or USB flash drive.	YES

24. ACKNOWLEDGMENT OF AMENDMENTS:	AMENDMENT #	DATE	AMENDMENT #	DATE
Offeror acknowledges receipt of the following amendment(s) to the solicitation: (Identify amendment number and date of each.)				

DALLAS AREA RAPID TRANSIT
DALLAS, TEXAS**SCHEDULE**CAUTION: A false statement in any offer submitted to DART may be a criminal offense in violation of
Section 37.10 of the Texas Penal Code.NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for
Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation
and any associated exhibits.**THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED
AND SUBMIT ALL PAGES WITH THE OFFER.**

The line item unit price(s) for both the Base Contract and Option Years, if applicable, must include all costs that the offeror intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, warehousing, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract. (B-100.07A, SEP 06)

LINE ITEM NO.	Description	U/M	EST QTY	UNIT PRICE	EXTENDED PRICE
	Employee On Boarding/Out Processing Web Portal			x	=
	Year One (1) Period of Performance- Implementation				
1	Set-up/ New Hire Portal	Per set up	1		
2	Dart Custom eForms	Per Form	5		
3	Training for Administrator Level	Per Webinar	1		
4	Training for End User	Per Webinar	1		
5	HRIS Integration	Per set-up	1		
6	Hosting	Per Year	1		
7	eForm Library Package: Federal W-4, Federal I-9, Federal 8850, Federal W-11	Per Year	1		
8	DART User / On Boarding and Out Processing	Per event	500		
9	Customer Support, Maintenance and all Upgrades	Per year	1		
	Total Year One				
	Year two (2) Period of Performance				
	Annual Licensing (Ongoing)				
10	Hosting	Per Year	1		
11	eForm Library Package: Federal W-4, Federal I-9, Federal 8850, Federal W-11	Per Year	1		
12	DART User/ On boarding and Out Processing	Per Event	500		
13	Customer Support, Maintenance and all Upgrades	Per year	1		
	Total Year Two				
	Year three (3) Period of Performance				
	Annual Licensing (Ongoing)				
16	Hosting	Per Year	1		
17	eForm Library Package: Federal W-4, Federal I-9, Federal 8850, Federal W-11	Per Year	1		
20	DART User / On boarding and Out Processing	Per Event	500		

21	Customer Support, Maintenance and all Upgrades	Per year	1		
	Total Year Three				
	Summary of 3 year Base Period				
	Sub Total Year One				
	Sub Total Year Two				
	Sub Total Year Two				
	Grand Total for 3 years				

NAME & TITLE OF OFFEROR'S REPRESENTATIVE:
(print or type)

SIGNATURE & DATE:

(Name & Title)

(Signature of Offeror's Representative)

__/__/__

(Offeror's Name)

EXHIBIT A
REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

** NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER **

Table of Contents

REPRESENTATIONS	1
1. Contingent Fee (A-103, AUG 02)	1
2. Covenant Against Gratuities (A-105, JAN 94)	1
3. Interest of Public Officials (A-104, MAY 04)	1
4. Minority and Woman-Owned Business Enterprises (M/WBE) (A-121, JUL 01)	1
5. Parent Company and Identifying Data (A-108, JAN 05)	2
6. Type of Business (A-101, DEC 04)	2
CERTIFICATIONS.....	3
7. Certificate Concerning Board Members and Employees of the Authority (A-116, JAN 05).....	3
8. Certification of Independent Price Determination (A-109, JAN 94).....	4
9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (A-126, SEP 94)	4
10. Communication Policy and Certification (A-129, JAN 05).....	5
11. Conflict of Interest Certification (A-117, FEB 03)	5
12. Drug-Free Workplace Program Certification (A-125, JAN 05)	6
13. Minority and Woman-Owned Business Enterprise Goals (A-123, APR 04)	6
14. Non-Discrimination Assurance (A-130, JAN 05).....	6

REPRESENTATIONS

1. Contingent Fee (A-103, AUG 02)

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

☐ has ☐ has not

employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

☐ has ☐ has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

2. Covenant Against Gratuities (A-105, JAN 94)

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract. See the General Provisions Clause entitled "Interest of Public Officials."

3. Interest of Public Officials (A-104, MAY 04)

The offeror represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested in or benefited directly or indirectly as a result of this contract.

4. Minority and Woman-Owned Business Enterprises (M/WBE) (A-121, JUL 01)

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is ☐ is not

a minority-owned business enterprise (MBE). An "MBE" is defined as "a small business concern which is at least 51 percent owned by one or more minority individuals, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more of the minority individuals who own it." For purposes of this definition, minority individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, and Native Americans.

(b) The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is

☐ is not

a woman-owned business enterprise (WBE). A "WBE" is defined as "a small business concern which is at least 51 percent owned by women, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by women and whose management and daily business operations are controlled by one or more of the women who own it."

5. Parent Company and Identifying Data (A-108, JAN 05)

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

☐ is

☐ is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE
ADDRESS (INCLUDE ZIP AND PHONE):

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

6. Type of Business (A-101, DEC 04)

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

☐ an individual

☐ a sole proprietorship

☐ a partnership

☐ a corporation

☐ another entity _____.

(b) If incorporated, under the laws of the State of:

(c) Age of the firm: __ years, __ months

(d) Previous year's annual gross receipts:

☐ less than \$500K

☐ \$500K - \$2 mil.

☐ \$2 mil. - \$5 mil.

☐ more than \$5 mil.

CERTIFICATIONS**7. Certificate Concerning Board Members and Employees of the Authority (A-116, JAN 05)**

The Dallas Area Rapid Transit Authority (DART) has adopted Rules of Procedure for DART Board members and DART personnel policies for employees that prohibit their participation in contractual or employment relationships for certain periods after their relationship with DART ends. These prohibitions may be found in Board Resolution No. 940175 dated June 28, 1994, and the relevant DART personnel policy, respectively. These restrictions also apply to the spouses of former Board members and former employees.

For former Board members, the prohibition is for a period of one year following the end of the member's term or the date of his/her resignation, and applies to participation as a principal in a DART contract or first-tier subcontract, or as an employee of a DART contractor or first-tier subcontractor. For former DART employees, the prohibition is for one year after leaving DART, and relates to participation in any contract or employment relationship that results in an assignment to work on any DART project for which the employee had significant responsibilities. (A copy of Board Resolution No. 940175 and the relevant DART personnel policy may be obtained from the DART Contracting Officer.)

The Board of Directors may waive the above prohibitions, by a two-thirds vote, for a particular person and/or relationship if it determines that it is in the best interest of DART to do so.

(a) By submission of this offer the offeror hereby certifies that, to the best of his/her knowledge and belief, with the exception of any information described in this certification or attached hereto, the offeror has no information concerning a violation or possible violation of the DART Board Rules of Procedures as established in Resolution No. 940175, approved June 28, 1994, or the above DART personnel policy for former employees, which would result if the Authority awards a contract based upon this offer.

(b) Violations or possible violations. (Continue on plain bond paper and label Certificate Concerning Former Board Member and Employees of the Dallas Area Rapid Transit Authority, Continuation Sheet.)

CHECK "NONE" IF NONE EXISTS.

☐ **NONE**

(Please make entry in this space, if applicable.)

VIOLATIONS OR POSSIBLE VIOLATIONS:

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future in accordance with the procedures set forth in the DART Procurement Regulations.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(e) The offeror further agrees by submitting this offer that it will include this Certificate, without modification, in all first-tier subcontracts. The offeror shall be responsible for compliance by any first-tier subcontractor with the provisions set forth in this Certificate.

8. Certification of Independent Price Determination (A-109, JAN 94)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

- (1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (2) He: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (A-126, SEP 94)

(a) Primary Covered Transactions. [This certification applies to the offer submitted in response to this solicitation and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix A to 49 Code of Federal Regulations (CFR) Part 29, the offeror certifies to the best of its knowledge and belief, that it and its principals:

- (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (ii) have not within a three-year period preceding this offer 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;
- (iii) 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 (1)(ii) of this Certification; and
- (iv) have not within a three-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to this offer.

(b) Lower Tier Covered Transactions. [This certification applies to a subcontract at any tier expected to equal or exceed \$25,000, and will be a continuing requirement throughout the term of the prime contract.]

(1) In accordance with the provisions of Appendix B to 49 Code of Federal Regulations (CFR) Part 29, the prospective lower tier participant (subcontractor) certifies, by submission of this offer, that neither it nor its

principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(c) The Certification required by subparagraph (b), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of certifications to the Contracting Officer upon the Contracting Officer's request.

10. Communication Policy and Certification (A-129, JAN 05)

(a) All oral and written communications with DART regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the person identified in Block 3 of the solicitation cover sheet. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of DART's procurement system. If competition issues cannot be resolved through normal communication channels, the DART Procurement Regulations contain protest provisions for actual or prospective competitors claiming any impropriety in connection with this procurement.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any DART employee or other representative (including DART Board members, DART contractors, or DART consultants) other than the individual, or person(s) and on subjects approved by the individual, named in Block 3 of the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

☐ **NONE**

Name of DART Representative

Date and Subject of Communication

{provide attachment, if necessary}

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future in accordance with the procedures set forth in DART's Procurement Regulations. In addition, a false entry could be a violation of Texas Penal Code paragraph 37.10.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

11. Conflict of Interest Certification (A-117, FEB 03)

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- ☐ To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- ☐ An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

12. Drug-Free Workplace Program Certification (A-125, JAN 05)

This certification applies to construction contracts only.

(a) By submission of an offer, the offeror certifies and agrees that, with respect to the offeror and all employees of the offeror to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the Drug-Free Workplace Program Clause of the General Provisions.

(b) Failure of the offeror to have the drug-free workplace program complying with this certification and the Drug-Free Workplace Program Clause of the General Provisions available for the Authority's review and approval as part of the Authority's pre-award responsibility survey will be deemed a lack of responsibility rendering the offeror unqualified and ineligible for award.

13. Minority and Woman-Owned Business Enterprise Goals (A-123, APR 04)

If goals have been established, by submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit G attached to this solicitation entitled "Minority and Woman-Owned Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

14. Non-Discrimination Assurance (A-130, JAN 05)

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

--	--

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE AUTHORITY MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE TEXAS PENAL CODE.

Signature:

Date:

--	--

TYPE NAME:

--

EXHIBIT B

SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

Table of Contents

1. Introduction and Purpose of Solicitation (B-100.01A, JAN 02)	1
2. Submission of Schedule of Subcontractor(s)/Subconsultant(s) (B-100.23, SEP 03).....	1
3. Evaluation and Basis for Award (B-100.03, JAN 02).....	1
(a) Generic Specifications/Brand Names not Given (B-100.04C, OCT 04)	1
(b) Estimated Quantities (B-100.05B, AUG 04)	2
(c) Evaluation of Offers Inclusive of Options (B-100.06B, JUL 04).....	2
(d) Unit and Extended Pricing (B-100.08A, OCT 04)	2
(e) All or None Pricing (B-100.10A, FEB 05).....	2
(f) Right to Reject Materially Unbalanced Offers (B-100.09A, JUL 04)	2
(g) Detailed Description of Supplies/Services Not in Schedule (B-100.12A, OCT 04)	2
4. Descriptive Literature (B-100.13B, APR 05).....	2
5. Submission of Proposal (B-100.14B, FEB 05)	3
6. Proposal Preparation and Format	3
7. Proposal Content and Evaluation Factors for Award, (B-100.14SB, AUG 04)	4
8. Evaluation of Proposals and Selection Procedure	7
9. Incorporation of Offeror's Proposal (B-100.16A, AUG 04)	9
Attachment 1 to Exhibit B - Schedule of Subcontractor(s)/Subconsultant(s)	10

1. Introduction and Purpose of Solicitation (B-100.01A, JAN 02)

(a) The Dallas Area Rapid Transit Authority (the "Authority" or "DART") is a public transportation agency providing an assortment of transportation services to 13 cities in the Dallas, Texas, Metroplex. Transportation services include bus, an electric light-rail system, a commuter rail line, high occupancy vehicle (HOV) lanes, ride-share programs, curbside services for the mobility impaired, and transit educational services.

(b) The Authority is seeking sealed offers from qualified firms or individuals interested in providing [services as](#) described in Exhibit [H](#).

2. Submission of Schedule of Subcontractor(s)/Subconsultant(s) (B-100.23, SEP 03)

Each offeror should include a completed Schedule of Subcontractor(s)/Subconsultant(s) form provided as Attachment 1 to Exhibit B with their offer. The contents of the form may be a factor used in determining an offeror's responsibility.

3. Evaluation and Basis for Award (B-100.03, JAN 02)

(a) One Award (B-100.03A, AUG 04)

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

(a) Generic Specifications/Brand Names not Given (B-100.04C, OCT 04)

The items called for in this solicitation are identified by generic description without mention of a brand name. Throughout the specifications, all described features and other requirements are the minimum criteria that shall be acceptable to the Authority. Items offered must meet or exceed the minimum criteria. Offers for items that do not satisfy the minimum criteria shall not be considered for award. The Authority reserves the right to determine if items offered meet or exceed the minimum criteria.

(b) Estimated Quantities (B-100.05B, AUG 04)

The quantities specified in the Schedule are estimates only, are used as a basis for determining award of the contract(s), and are not hereby purchased.

(c) Evaluation of Offers Inclusive of Options (B-100.06B, JUL 04)

The Authority shall evaluate offers for award purposes by including the total price for the basic requirement together with any option pricing, i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.

(d) Unit and Extended Pricing (B-100.08A, OCT 04)

Offerors shall insert the unit price and extended amount for each line item offered on the Schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the Schedule.

(e) All or None Pricing (B-100.10A, FEB 05)

Failure of an offeror to provide prices for all line items listed on the Schedule **may** be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

(f) Right to Reject Materially Unbalanced Offers (B-100.09A, JUL 04)

The Authority reserves the right to reject offers that are materially unbalanced, i.e., that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.

(g) Detailed Description of Supplies/Services Not in Schedule (B-100.12A, OCT 04)

Item descriptions in the Schedule are not intended as complete descriptions of the required supplies and/or services to be purchased under this solicitation. Complete descriptions are provided in the Specifications and/or Statement of Work exhibits in this solicitation document.

4. Descriptive Literature (B-100.13B, APR 05)

(a) Offerors should submit, as part of the technical proposal, descriptive literature for all items that are not described by specific manufacturer, and/or for items that the offeror is proposing as an "Equal Brand Name." Descriptive literature must be (1) received by the time specified in this solicitation for receipt of offers, and (2) clearly marked to identify the specific item(s) of the offer to which it applies.

(b) "Descriptive literature" means information furnished, such as cuts, illustrations, drawings, and brochures that clearly show an item's characteristics, construction, or explains its operation.

(c) Descriptive literature is used to determine whether the item(s) offered comply with the solicitation requirements. It is used to identify details of the item(s) pertaining to such significant elements as: (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, and/or operation. Descriptive literature includes only that information required to determine the technical acceptability of the offered product. It does not include other information such as that used to determine a prospective contractor's responsibility, or for maintaining the item(s).

(d) Failure of an offeror to submit any descriptive literature, or failure of the descriptive literature to clearly show that the item(s) offered conform to the requirements of this solicitation, may result in a determination by the Contracting Officer that the proposal submitted is technically unacceptable.

5. Submission of Proposal (B-100.14B, FEB 05)

Offerors shall submit a proposal consisting of both technical and price proposal components in response to this solicitation.

- (a) See the Solicitation, Offer and Award Form for the number of proposal copies to submit and for the date and time specified for receipt of offers.
- (b) Technical proposals shall be submitted in sealed envelopes or cartons clearly marked "Technical Proposal" with the solicitation number.
- (c) Price proposals shall be submitted in a separately sealed envelope clearly marked "Price Proposal" with the solicitation number.

6. Proposal Preparation and Format

- (a) Proposal documents shall be prepared in single-spaced type, on 8-1/2" x 11" pages, using one side of the paper only. Pages shall be numbered to show the page number and total number of pages in the proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).
- (b) All names and applicable titles shall be typed and printed where indicated on the various documents.
- (c) Required entries on all proposal documents shall be typed using black ribbon, printed using dark printer ink, or legibly written in dark ink (no pencil).
- (d) Unnecessarily elaborate proposals or lengthy presentations are not desired or required by the Authority.
- (e) Proposal documents shall be set out in the Sections outlined below. A blank page should precede each Section with an index tab that identifies the appropriate Section.

Section 1	Introduction and Submittals
Section 2	Qualifications of the Firm
Section 3	Qualifications of the Staff
Section 4	System Performance
Section 5	Project Approach
Section 6	Training
Section 7	Maintenance

(f) Exceptions to, or variances from, any portion of the solicitation requirements contained herein, including the Statement of Work and/or Specifications, shall not be considered unless specifically identified in a separate document prepared solely for the purpose of comparing the requested exceptions or variances with the stated requirements. The document shall accompany the offeror's proposal, so that the Authority may determine whether to accept or reject such exceptions or variances based on its content. Absent submittal of a separate document, no exceptions or variances shall be authorized.

(g) If a proposal is from:

an individual, sole proprietorship, or an offeror operating under a trade name, the proposal shall be signed by that individual;

a partnership, the proposal shall be executed in the partnership name and signed by all partners or by a managing partner accompanied by evidence of that partner's ability to sign for the partnership. The official address of the partnership shall be shown below the signatures;

a corporation, the proposal shall be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by the evidence of that officer's authority to sign for the corporation), and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary;

a joint venture or other type of teaming arrangement, the proposal shall list the names of all of the joint venture or teaming arrangement members, and each member's official mailing address. It shall be executed by all of the members in the same manner as if they were individually submitting a proposal(s). The signature portion of the proposal form shall be altered as appropriate for execution by the joint venture or teaming arrangement.

(h) Please limit your submission to a maximum of **fifty (50)** pages (not including resumes, graphs, charts, photos and references). A maximum one (1) page introductory letter may be submitted within the **fifty (50)** page limitations. The remaining pages of supportive information are totally at the offeror's discretion.

7. Proposal Content and Evaluation Factors for Award, (B-100.14SB, AUG 04)

(a) Proposals should be clear, concise, and include sufficient detail for effective evaluation.

(b) Proposals will be evaluated for award based on the following:

- (1) Technical acceptability **700** Total Maximum Points) and
- (2) Price (**300** Total Maximum Points)

(c) Technical proposals shall contain the sections described herein.

(d) Price proposals shall contain the Schedule (DART Form 33. **202A**) provided by the Authority for the offeror to submit its price proposal, unless otherwise specified in the solicitation. If cost data is required, offerors must also submit cost data in the format described elsewhere herein.

(e) Factors and any subfactors described with relative weights or points will be evaluated to determine whether the proposal submitted shall be characterized as "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Evaluation factors (with the exception of the price proposal) are specifically keyed to the information requested in this provision.

(1) Section 1 - Introduction and Submittals

In this section include, at a minimum, the following:

- (a) The Solicitation, Offer and Award Form (DART Form 33.201);
- (b) Exhibit A, completed and signed;
- (c) Attachment 1 to Exhibit B - Schedule of Subcontractor(s)/Subconsultant(s), in accordance with the provision titled, "Submission of Schedule of Subcontractor(s)/ Subconsultant(s)";
- (d) Exhibit G, Attachment 1, Intent to Perform as a Subcontractor;
- (e) Exhibit L, Business Questionnaire;
- (f) Exhibit V, Employee Information Form;
- (g) An introductory letter that should be addressed to and include:

- (i) Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-7235
Attn: **Tonya Bee**, Contract Specialist;

- (ii) an introduction of the prime contractor, members of a partnership, joint venture, or other teaming arrangement, whichever is applicable, and an introduction of all major subcontractors/subconsultants who may be involved in the performance of the work; and

(iii) a discussion of the primary business experience, length of time in business, ownership, office locations, specific location of the principal office from where the main work will be performed, contact information (i.e., contact names, telephone and facsimile numbers, and email addresses), and other information introductory in nature for each firm involved in making the proposal.

(h) A letter, as applicable, from the offeror's chief executive officer guaranteeing the key personnel named in the staffing plan will be assigned to the project, unless such employment is duly terminated. If substitutes or "backup" personnel are planned on a contingency basis, such personnel shall also be named with a similar guarantee of assignment.

(2) Section 2 - Qualifications of the Firm (75 Total maximum points)

Discuss offeror's qualifications as a business entity, past performance, and experience with special emphasis on the following:

(a) Experience relevant to the performance of the work required under this solicitation and resulting contract. **(35 Maximum points)**

At a minimum, and in detail: (i) discuss offeror's history and experience relevant to the Authority's needs as set out in this solicitation; (ii) describe offeror's direct experience on projects of similar size, scope and complexity, and (iii) provide dates, locations, costs of assignments, names of project managers, and names and current contact information for business references and clients. Also discuss the qualifications of all other firms proposed to be utilized in the performance of the work (including joint venture members or major subcontractors/subconsultants), and clearly differentiate which qualifications listed relate to which firm.

(b) Experience relevant to the performance of work within the transit and/or transportation industries. **(15 Maximum points)**

(c) Experience relevant to the performance of work for federal, state or local agencies (other than those in the transit or transportation industries). **(10 Maximum points)**

(d) Previous work performance and quality of completed work. **(15 Maximum point)**

Provide information that demonstrates customer/client satisfaction with overall job performance and quality of completed work accomplished in the last 5 years. Explain corrective actions taken, if any, for substandard performance, and any current performance problems such as cost overruns, extended performance periods, etc.

(3) Section 3 - Qualifications of Staff (70 Total maximum points)

Provide a staffing plan that identifies the project manager(s) and any other key personnel who will be assigned to the project. Also discuss the qualifications and experience of each key individual. At a minimum, include the following:

(a) Qualifications of project manager(s) and key personnel who will be assigned to the project. **(30 Maximum points)**

Submit, at a minimum, resumes of the project manager(s) and key personnel (inclusive of all relevant joint venture and subcontractor personnel) who will be assigned to the project. Resumes must be complete and concise, featuring experience that is most directly relevant to the task responsibility to which the individual will be assigned. Resumes must be dated (e.g., dates of education, experience, employment, etc.) and must state the function(s) to be performed on the project by each of the key personnel.

(b) Allocation of time to the performance of work under this solicitation and resulting contract by project manager(s) and key personnel. **(15 Maximum points)**

Discuss the percentage (%) of time to be committed to the project by each of the project manager(s) and designated key personnel.

(c) Positive results of references for each of the designated key personnel. **(15 Maximum points)**

Submit, at a minimum, two (2) references with names, addresses, telephone numbers and contact persons for each of the designated key personnel.

(d) Organization of the workforce and personnel utilization. **(10 Maximum points)**

Submit, at minimum, an organization chart, complete with a listing of all job classifications and the number of full and part time employees in each job classification, to be used in the work performance. Also identify which job classifications relate to subcontractor personnel.

(4) Section 4 - Project Approach (290 Maximum points)

Provide a description of how the offeror proposes to organize and perform the work. At a minimum, include the following:

(a) Proposed method of accomplishing the work required for this project. **(40 Maximum points)**

(b) Proposed approach to managing the work, and ensuring program and cost control. **(40 Maximum points)**

(c) Proposed work to be accomplished by subcontractors, and identify the work to the specific subcontractors. **(20 Maximum points)**

(d) Potential impediments, obstacles, or problems that could have a negative impact upon work performance and proposed solutions. Identify all additional components that may be required to make this project successful. **(20 Maximum points)**

(e) Specific tasks that the offeror requires the Authority to accomplish during contract performance or prior to contract award, and how the offeror will successfully accomplish the work if such tasks are not performed. **(50 Maximum points)**

(f) Quality Control Plan **(30 Maximum points)**

At a minimum, explain the quality control plan for the performance of work addressing all requirements of the Statement of Work. Discuss proposed approach for surveillance and inspection of work; acceptance, rejection, documentation, and resolution of deficiencies; and corrective actions.

(g) Provide detailed time line for implementation **(20 Maximum points)**

(h) Provide detailed description and examples of how integration into and out of DART's Lawson Software Human Resources(version 9.0.2) and in-house Web Applicant Portal will take place. **(50 Maximum points)**

(i) Provide description of how Testing will be performed. **(20 Maximum points)**

(5) Section 5 - System Performance (185 Maximum points)

Provide salient characteristics, performance parameters, and required additional information to evaluate the performance of the proposed system's performance. At a minimum,

- (a) Proposed system's performance validated in independent technical reports or manufacturers' technical data sheets. Should also show integration with Lawson (Version 9.0.2) **(60 Maximum points)**
- (b) Supporting information concerning the speed with which the system can be restored to operational status in the event of disruption or shutdown. **(40 Maximum points)**
- (c) Required tools, equipment, facilities, spares, documentation, materials, inventory, and analyses to ensure supportability of the system. **(40 Maximum points)**
- (d) Provide Information regarding storage, printing, confidentiality and accessibility of access to documents submitted to Onboarding/Out processing after contract expires. **(45 Maximum points)**

(6) Section 6 - Training (40 Maximum Points)

(a) Provide a detail description of how training will be conducted. For the following:

- (1.) Administrator Level **(15 Maximum Points)**
- (2) End User **(15 Maximum Points)**

(b) Provide a sample of the user guide in an electronic version format that specifically demonstrates, functionality and search capability aspects of the program.. **(10 Maximum points)**

(7) Section 7 - Maintenance (40 Maximum points)

- (a) Provide a detailed description addressing Technical support for implementation services and on-going technical support for call-in services between 9:00 a.m. and 4:30 p.m. weekdays. **(20 Maximum points)**
- (b) Provide a detailed description of the communication and process(es) of all software updates and fixes (including supporting information concerning the ease and speed with which the system can be restored to operational status in the event of disruption or shutdown. State how this will be communicated.) **(20 Maximum points)**

8. Evaluation of Proposals and Selection Procedure

(a) Upon receipt of proposals, which shall consist of both technical and price proposals, the Contracting Officer will initiate the evaluation and selection procedure described herein.

(b) Proposals shall not be publicly opened.

(c) The Contracting Officer will review the proposals to determine if they comply with the solicitation provisions and contain all required submittals.

(d) The Contracting Officer will conduct an evaluation of the technical proposals, or may appoint a Selection Committee that will evaluate the technical proposals and provide the scores to the Contracting Officer for consideration. In either case, the technical proposals will be evaluated applying the evaluation factor(s) set forth in the Proposal Content and Evaluation Factors for Award provision.

(e) The Contracting Officer will consider the evaluated technical score for each offeror's proposal to determine whether that offeror's proposal shall be characterized as technically "Acceptable", "Potentially

Acceptable” (that is, susceptible of being made “Acceptable”), or “Unacceptable”. Proposals evaluated as technically “Unacceptable” shall be rejected, and will receive no further consideration for award.

(f) After a complete evaluation of the initial technical and price proposals, for those found to be technically “Acceptable” or “Potentially Acceptable” by the Contracting Officer, the Contracting Officer may:

- (1) Proceed directly to award of the contract based on the total scores received; or
- (2) Request clarifications from offerors; and/or
- (3) **Request that offerors make oral presentations concerning their technical proposals.** The Contracting Officer will establish the specific criteria and parameters for oral presentations. Oral presentations shall not be considered discussions. They shall be used solely to facilitate evaluation of the submitted proposals to further determine their appropriate characterization.

Demonstration (Pass/Fail)

Those Offerors found to be “Acceptable” or Potentially Acceptable” will be invited to demonstrate their proposed On Boarding/Out processing web portal.

- (4) The Offerors will be evaluated against their ability to meet the requirements in Exhibit H, Statement of Work by giving a demonstration of functions/features and will be given a Pass/ Fail recommendation. In the event the demonstrated system is found to not meet the Statement of Work requirements, the Offeror will be given a “Fail” rating and will receive no further consideration for award. The Contracting Officer may then proceed directly to award of the contract or
- (5) Reject any proposals then determined to be “Unacceptable”; and
- (6) Invite those offerors whose proposals were determined to be “Acceptable” or “Potentially Acceptable,” and in the competitive range considering their overall technical and price scores, to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award.

Discussions may address either the technical or price proposal, or both. At the conclusion of discussions, the Contracting Officer will set a time and date for the submission of best and final offers. If an offeror chooses not to submit a best and final offer, its initial proposal, to include price, will be evaluated for award. After the date and time set for receipt of best and final offers:

- (a) The Contracting Officer will evaluate the best and final offers (or the initial proposal if no best and final offer is submitted) with or without referring the technical proposal of the best and final offer to the Selection Committee for evaluation.
- (b) The Contracting Officer will make a determination for award based upon the total points for both the technical and price components of each offeror's best and final offer (or initial proposal if no best and final offer was submitted).
- (c) The Authority reserves the right, during the selection procedure, to investigate the qualifications of all offerors under consideration; to confirm any part of the information furnished by an offeror; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.
- (d) Offerors are hereby reminded that the Authority reserves the right to award a contract following evaluation of initial proposals submitted. Offerors should therefore ensure that they submit their best technical and price proposals in their initial proposal submissions.

9. Incorporation of Offeror's Proposal (B-100.16A, AUG 04)

(a) The Authority reserves the right to incorporate the successful offeror's proposal into any resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable. Additionally, any modification of the otherwise successful offer prior to award of the contract, which makes its terms more favorable to the Authority, will be considered and may be accepted.

(b) 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.

(c) To satisfy the contract requirements, the offeror shall adhere to the proposal approach accepted by the Authority.

DALLAS AREA RAPID TRANSIT
Attachment 1 to Exhibit B - Schedule of Subcontractor(s)/Subconsultant(s)

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s) who submit bids/proposals in support of this solicitation (B-100.23A SEP 03).

Project Name: Employee On Boarding/Out Processing Web Portal **Solicitation Number:** P-1019678

Name of Prime Contractor: _____

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	MINORITY OR WOMAN FIRM? (Check all that apply)	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS
NAME: ADDRESS: PHONE: FAX:E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.
NAME: ADDRESS: PHONE: FAX:E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.
NAME: ADDRESS: PHONE: FAX:E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.
NAME: ADDRESS: PHONE: FAX:E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.
NAME: ADDRESS: PHONE: FAX:E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.
NAME: ADDRESS: PHONE: FAX:E-MAIL: TAX ID #: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM:	YES ☐ NO ☐ IF YES: DBE ☐ OR MBE ☐ OR WBE ☐	☐ less than \$500K ☐ \$500K - \$2 mil. ☐ \$2 mil. - \$5 mil. ☐ more than \$5 mil.

Name/Title of Person completing this form: _____

Signature _____ Date _____

PAGE ____ of ____

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(REQUEST FOR PROPOSALS - LOCALLY FUNDED SUPPLIES/SERVICES)

Table of Contents

1.	Acknowledgment of Amendments to Request for Proposals (3-804.03, JUN 91)	1
2.	Administrative Remedies (10-102, JUN 86).....	1
3.	Authority-Furnished Property (3-804.08, JUN 86).....	1
4.	Award of Contract (3-804.07, FEB 04)	1
5.	Cancellation of Solicitation (3-804.12, JUN 91).....	2
6.	Confidential Data (3-804.10, FEB 96)	2
7.	Discounts (3-804.06, FEB 96)	2
8.	Explanation to Offerors (3-804.02, JUL 91).....	2
9.	Late Submissions, Modifications and Withdrawals of Offers (3-804.05, FEB 04).....	2
10.	Minority and Woman-Owned Business Enterprise (M/WBE) Participation (B-100.17B, OCT 04).....	3
11.	Multiple or Alternate Offers Not Accepted (B-100.20A, AUG 05)	4
12.	Order of Precedence (3-804.09, JUN 86)	4
13.	Preparation of Offers (3-804.01, JUL 91)	4
14.	Pre-Proposal Conference and Questions Concerning the Solicitation (B-100.02B, AUG 04).....	5
15.	Procurement Confidentiality (B-100.22A, AUG 04).....	5
16.	Submission of Offers (3-804.04, FEB 94).....	5

1. Acknowledgment of Amendments to Request for Proposals (3-804.03, JUN 91)

(a) If this solicitation is amended, then all terms and conditions, which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (3) by letter or telegram. The Authority must receive the acknowledgment by the time and at the place specified for receipt of offers.

2. Administrative Remedies (10-102, JUN 86)

By submission of a bid, proposal, offer, or quotation in response to this solicitation, the bidder or offeror agrees to exhaust its administrative remedies under Chapter 10 of the Authority's Procurement Regulations or the Disputes Clause of any resulting contract prior to seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

3. Authority-Furnished Property (3-804.08, JUN 86)

No material, labor, or facilities will be furnished by the Authority unless otherwise provided for in the solicitation.

4. Award of Contract (3-804.07, FEB 04)

(a) The contract will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the Authority that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(b) The Authority reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(d) A written award (or acceptance of offer) which is mailed, telegraphed, or otherwise furnished to the successful

offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.

(e) The Authority may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Authority prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Authority.

(f) The Authority may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the Authority.

(g) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

5. Cancellation of Solicitation (3-804.12, JUN 91)

This solicitation may be cancelled by the Authority before or after receipt of bids or proposals (as applicable) in accordance with the provisions of Section 3-300 of DART's Procurement Regulations.

6. Confidential Data (3-804.10, FEB 96)

Each offeror may clearly mark each page of the offer that contains trade secrets or other confidential commercial or financial information, which the offeror believes should not be disclosed outside the Authority. Disclosure of requested information will be determined in accordance with the Texas Open Records Act.

7. Discounts (3-804.06, FEB 96)

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

8. Explanation to Offerors (3-804.02, JUL 91)

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the Authority's Contracting Officer and with sufficient time allowed for a reply to reach offerors before the submission of offers. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on the Authority. Any information given to an offeror concerning an interpretation of the solicitation will be furnished to all offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

9. Late Submissions, Modifications and Withdrawals of Offers (3-804.05, FEB 04)

(a) Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) it was sent by mail (or telegram if authorized) and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority's offices;

(3) it was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than

5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U. S. Federal holidays; or

(4) it is the only offer received.

(b) Any modification of an offer, except a modification resulting from the Contracting Officer's request for a "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(c) A modification resulting from the Contracting Officer's request for a "best and final" offer received after the time and date specified in the request will not be considered unless received before award, and the late receipt is due solely to mishandling by the Authority after receipt at the Authority's offices.

(d) The only acceptable evidence to establish:

(1) the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and

(2) the time of receipt at the Authority is the time-date stamp of the Authority on the offer wrapper or other documentary evidence of receipt maintained by the Authority.

(3) the date of mailing of a late offer, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d)(1) of this provision. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.

(e) Notwithstanding (a), (b), and (c) of this provision, a late modification of an otherwise successful offer which makes its terms more favorable to the Authority will be considered at any time it is received and may be accepted.

(f) Offers may be withdrawn by written or telegraphic notice received in accordance with § 3-203.11 (Modification or Withdrawal of Proposals). An offer may be withdrawn in person by an offeror or his offeror's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt for the offer prior to award.

10. Minority and Woman-Owned Business Enterprise (M/WBE) Participation (B-100.17B, OCT 04)

(a) It is the policy of the Authority to create a level playing field and eliminate barriers to participation by Minority Business Enterprises (MBEs) and Woman-Owned Business Enterprises (WBEs), as defined in Exhibit G, in the performance of any contract awarded as a result of this solicitation. In this regard, all offerors shall take all necessary and reasonable steps to ensure that M/WBEs have a fair opportunity to compete for and perform DART contracts. The Authority and all offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DART contracts or subcontracts.

(b) In accordance with the M/WBE Policy, the Authority has determined that there are subcontracting opportunities and has established goals for M/WBE participation in this solicitation. The offeror will be expected to meet or exceed the goals, and/or demonstrate its good faith efforts to meet them. These goals, expressed as a percentage of the total contract price, including any increases that may occur, are:

(1) % MBE Participation; and

% WBE Participation; or

(2) a combination M/WBE goal which can be met by utilizing MBEs only, WBEs only, or a combination of both of:

% M/WBE Participation.

Note: N/A denotes not applicable to this procurement.

(c) The Authority's M/WBE requirements are set forth in Exhibit G of this solicitation. Offerors are advised to carefully review Exhibit G including the requisite forms attached thereto. Offerors should undertake necessary steps to plan to meet or exceed the stated M/WBE utilization goals well in advance of the date specified for the bid opening or receipt of proposals.

(d) Offerors are advised that the issue of whether or not the offeror has met or exceeded the established goals, or demonstrated sufficient good faith efforts, is considered by the Authority a matter of the offeror's responsibility. DART will only award contracts to offerors determined to be responsible.

(e) The percentage(s) agreed to between DART and the successful offeror shall be incorporated into the contract resulting from this solicitation.

11. Multiple or Alternate Offers Not Accepted (B-100.20A, AUG 05)

(a) Definitions.

- (1) Multiple offers means more than one offer submitted, each satisfying the specific stated requirements of the solicitation.
- (2) Alternate offers means an offer submitted that may depart from the specific stated requirements of the solicitation.

(b) Unless otherwise specified in this solicitation, multiple or alternate offers shall not be accepted in response to this solicitation. All multiple or alternate offers shall be rejected; provided however, that if the offeror clearly identifies a primary offer, it shall be evaluated and considered for award as though it were the only offer submitted.

12. Order of Precedence (3-804.09, JUN 86)

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

13. Preparation of Offers (3-804.01, JUL 91)

(a) Offerors are expected to examine the Schedule, solicitation instructions, Special Provisions, General Provisions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(c) Pricing for the property or services offered shall be provided by offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation.

(e) The offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(f) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

14. Pre-Proposal Conference and Questions Concerning the Solicitation (B-100.02B, AUG 04)

(a) A pre-proposal conference is scheduled for all interested parties to discuss the solicitation requirements, if so indicated on the Solicitation, Offer and Award Form. Details concerning the conference date, time and location are also provided.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in the Solicitation, Offer and Award Form by mail, facsimile or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum time required for the Authority's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Request for Proposals" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

(c) Questions or requests for clarification may be submitted on the form provided as Exhibit O.

15. Procurement Confidentiality (B-100.22A, AUG 04)

(a) Offerors are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the contact person identified in the Solicitation, Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited, unless otherwise approved in writing by the Contracting Officer.

(b) Any violation of this restriction may result in the disqualification of the offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

16. Submission of Offers (3-804.04, FEB 94)

(a) Offers and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Contracting Officer of the Dallas Area Rapid Transit Authority at the address specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the offeror's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of offers.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the offer shall include the legal name of the offeror and a statement whether the offeror is a sole proprietorship, a corporation, or any other legal entity. An offer for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

Dallas Area Rapid Transit Authority

EXHIBIT D SPECIAL PROVISIONS

Table of Contents

1. Additional Definitions (D-200.11A, AUG 90)	1
(a) Work Day (D-200.11D, NOV 05).....	1
2. Indefinite Quantity/Indefinite Delivery	1
3. Availability of Funds (Multi-Term) (D-200.24A, JAN 02)	1
4. Notice to Proceed (D-200.02A, MAR 02)	2
5. Term of Contract (D-200.03A, JUN 06).....	2
6. Option to Extend Services (6-303.01, FEB 04)	2
7. Invoicing and Payment (D-200.07A, JUN 01)	2
8. Communications (D-200.21B, JAN 02)	2
9. Contract Identification Number (D-200.21A, AUG 04)	3
10. Installation (D-200.13A, JAN 02).....	3
11. Key Personnel (D-200.25 AUG 04)	3
12. Testing (D-200.15A, JAN 02)	3
13. Authority Property	3
14. Authority Property (6-203.12, FEB 04)	3
15. Warranty of Services (6-303.10, JUN 86)	6

1. Additional Definitions (D-200.11A, AUG 90)

As used throughout this contract, the following terms shall have the meaning as set forth below.

(a) Work Day (D-200.11D, NOV 05)

"Work day" is defined as any day Monday through Friday, except Authority designated holidays. Holidays that fall on a Saturday are observed on the Friday before the holiday. Holidays that fall on a Sunday are observed the following Monday.

2. Indefinite Quantity/Indefinite Delivery

(a) This is an indefinite quantity, indefinite delivery contract for the supplies or services specified elsewhere in the contract. The quantities of supplies and services specified are estimates only and are not purchased by this contract.

(b) Any supplies and services to be furnished under this contract shall be requested in writing. The Contracting Officer and his designated representative(s) are the only individuals with the authority to request services against this contract.

(c) The Contractor shall furnish to the Authority, when and if requested, a minimum of 25% of the contract award amount.

(d) All requests are subject to the terms and conditions of this contract. In the event of conflict between a request and this contract, the contract shall control.

3. Availability of Funds (Multi-Term) (D-200.24A, JAN 02)

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the

availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Contracting Officer.

4. Notice to Proceed (D-200.02A, MAR 02)

The Contractor shall not proceed with any work required under this contract without a written Notice to Proceed from the Authority. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

5. Term of Contract (D-200.03A, JUN 06)

The term of this contract shall be for three(3) years from receipt of a written Notice to Proceed.

6. Option to Extend Services (6-303.01, FEB 04)

The Authority may require continued performance of any services within the limits and at the rates stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the contract.

7. Invoicing and Payment (D-200.07A, JUN 01)

(a) Invoices may be submitted once per month to:

DART
Accounts Payable
P.O. Box 223805
Dallas, Texas 75222-3805

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(b) Subject to the withholding provisions of the contract, payment shall be made within 30 days after the Authority's receipt of a properly prepared invoice.

8. Communications (D-200.21B, JAN 02)

(a) Official communications in connection with this Contract shall be in writing and delivered either personally, by facsimile, or by regular, registered or certified mail addressed to the assigned DART Contract Specialist. Telephone calls may be used to expedite communications, but they shall not be considered "official" unless confirmed in writing.

(b) A communication shall be deemed to have been "received" when it is in the actual possession of the person to whom it is addressed or that person's designated agent. For purposes of fixing the date and time of actual receipt, that date and time shall be placed on the communication and become part of the communication for the record.

9. Contract Identification Number (D-200.21A, AUG 04)

The contract number shown on the [Solicitation, Offer and Award Form](#), shall be clearly displayed on all correspondence, invoices and submittals.

10. Installation (D-200.13A, JAN 02)

(a) The Contractor shall completely install, ready for use, [Employee On Boarding/Out Processing Web Portal system](#).

(b) The Contractor shall deliver, assemble and install items in accordance with the manufacturer's recommendations and best commercial practices.

(c) The Authority shall prepare the installation site at its own expense including the furnishing of commercial power, the necessary environment and the access necessary to install and maintain the [Employee On Boarding/Out Processing Web Portal system](#).

11. Key Personnel (D-200.25 AUG 04)

The Contractor shall not remove or reassign any key personnel, without submitting a written request to and obtaining written consent from the Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the Contracting Officer, remove or reassign any key personnel not acceptable to the Authority. For performance of this contract the key personnel are those persons whose names are specified in the Contractor's proposal.

12. Testing (D-200.15A, JAN 02)

The Contractor shall perform all required system testing to ensure proper system operation prior to training, if any, and final acceptance of the system by the Authority. The Authority will not begin acceptance testing until the system is completely installed and ready for use, and all training, if any, is complete.

13. Authority Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and software/applications on or about premises owned by, or under the control of, the Authority. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Authority as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

14. Authority Property (6-203.12, FEB 04)

(a) Authority-Furnished Property.

(1) The Authority shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described in the contract or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Authority-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Authority-furnished property suitable for use (except for property furnished "as-is") will be delivered to the

Contractor at the times stated in the contract or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Authority-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at the Authority's expense, either repair, modify, return, or otherwise dispose of the property. After the Contractor completes the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Authority-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Authority-Furnished Property.

(1) The Contracting Officer may, by written notice, (i) decrease the Authority-furnished property provided or to be provided under this contract, or (ii) substitute other Authority-furnished property for the property to be provided by the Authority, or to be acquired by the Contractor for the Authority, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Authority has agreed in the contract to make the property available for performing this contract and there is any --

(i) decrease or substitution in this property pursuant to sub-paragraph (b)(1) above; or

(ii) withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Authority Property.

(1) The Authority shall retain title to all Authority-furnished property.

(2) All Authority-furnished property and all property acquired by the Contractor, title to which vests in the Authority under this paragraph (collectively referred to as "property of the Authority"), are subject to the provisions of this clause. Title to property of the Authority shall not be affected by its incorporation into or attachment to any property not owned by the Authority, nor shall property of the Authority become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities, special test equipment, and special tooling (other than that subject to a Special Tooling clause) acquired by the Contractor for the Authority under this contract shall pass to and vest in the Authority when its use in performing this contract commences or when the Authority has paid for it, whichever is earlier, whether or not title previously vested in the Authority.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Authority will reimburse the Contractor as a direct item of cost under this contract --

(i) title to material purchased from a vendor shall pass to and vest in the Authority upon the vendor's delivery of such material; and

(ii) title to all other material shall pass to and vest in the Authority upon --

(A) issuance of the material for use in contract performance;

(B) commencement of processing of the material or its use in contract performance; or

(C) reimbursement of the cost of the material by the Authority, whichever occurs first.

(d) Use of Authority Property. The property of the Authority shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property Administration.

(1) The Contractor shall be responsible and accountable for all property of the Authority provided under this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of property of the Authority in accordance with sound industrial practice.

(3) If damage occurs to property of the Authority, the risk of which has been assumed by the Authority under this contract, the Authority shall replace the items or the Contractor shall make such repairs as the Authority directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Authority is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Authority is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Authority and all its designees shall have access at all reasonable times to the premises in which any property of the Authority is located for the purpose of inspecting the property of the Authority.

(g) Risk of Loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, property of the Authority upon its delivery to the Contractor or upon passage of title to the Authority under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to property of the Authority or for property of the Authority properly consumed in performing this contract.

(h) Equitable Adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes Clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Authority. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Authority shall not be liable to suit for breach of contract for --

(1) any delay in delivery of Authority-furnished property;

(2) delivery of Authority-furnished property in a condition not suitable for its intended use;

(3) a decrease in, or substitution of, Authority-furnished property; or

(4) failure to repair or replace property of the Authority for which the Authority is responsible.

(i) Final Accounting and Disposition of Property of the Authority. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property of the Authority (including any resulting scrap) not consumed in performing this contract or delivered to the Authority. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the property of the authority as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Authority as the Contracting Officer directs.

(j) Abandonment and Restoration of Contractor's Premises. Unless otherwise provided herein, the Authority --

(1) may abandon any property of the Authority in place, at which time all obligations of the Authority regarding such abandoned property shall cease; and

(2) has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Authority-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other property of the Authority is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

15. Warranty of Services (6-303.10, JUN 86)

(a) "Acceptance," as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **ten (10) days after discovery of defect**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Authority does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Authority, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

(d) If the Authority does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

EXHIBIT F
GENERAL PROVISIONS
(SERVICES CONTRACT)

TABLE OF CONTENTS

1. Definitions (6-302.01, JUL 91)	1
2. Assignment (6-202.14, JUN 86)	1
3. Authority Designated Holidays (D-200.11E, NOV 05)	1
4. Changes (6-302.05, JUN 86)	2
5. Composition of Contractor (6-302.03, JUN 86)	2
6. Compliance with the Law (6-302.10, JUN 86)	2
7. Disputes (6-302.07, MAR 90)	2
8. Drawings and Other Data (6-302.08, JUN 86)	2
9. Equal Opportunity (6-202.15, JUN 86)	2
10. Examination and Retention of Records (6-203.19, JUN 86)	3
11. Excusable Delays (6-303.11, JUN 86)	3
12. Federal, State, and Local Taxes (6-202.13, JUN 86)	3
13. Governing Law (6-202.18, JUN 86)	4
14. Indemnification (NOV 05)	4
15. Independent Contractor (6-302.02, JUN 86)	4
16. Interest of Public Officials (6-202.16, JUN 86)	4
17. Inspection (6-303.05, JUN 86)	4
18. Licenses and Permits (D-200.18A, FEB 91)	4
19. Notice of Labor Disputes (6-203.06, JUN 86)	5
20. Order of Precedence (6-202.17, JUN 86)	5
21. Payment of Interest on Contractor's Claims (6-202.12, JUN 86)	5
22. Pricing of Adjustments (6-203.01, JUN 86)	5
23. Prompt Payment (F-129, NOV 99)	5
24. Publicity Releases (6-203.16, JUN 86)	5
25. Removal of Contract Personnel (D-200.27, APR 03)	5
26. Standards of Performance (6-302.09, JUN 86)	6
27. Subcontractors and Outside Consultants (6-302.04, JUN 86)	6
28. Suspension of Work (6-302.12, JUN 86)	6
29. Termination (6-302.06, JUN 86)	6

1. Definitions (6-302.01, JUL 91)

As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) The term "the Authority" means the Dallas Area Rapid Transit Authority; and the term "duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Authority.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Authority or his duly appointed successor; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.
- (d) In computing any period of time established under this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

2. Assignment (6-202.14, JUN 86)

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the prior written consent of the Contracting Officer.

3. Authority Designated Holidays (D-200.11E, NOV 05)

The Authority designated holidays are: New Year's Day (January 1); Martin Luther King, Jr., Day (third Monday in January); Presidents' Day (third Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); the day after Thanksgiving (fourth Friday in November); and Christmas Day (December 25). Holidays that fall on a Saturday are observed on the Friday before the holiday. Holidays that fall on a Sunday are observed the following Monday.

4. Changes (6-302.05, JUN 86)

(a) The Contracting Officer may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

5. Composition of Contractor (6-302.03, JUN 86)

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. Compliance with the Law (6-302.10, JUN 86)

The Contractor shall perform all work hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

7. Disputes (6-302.07, MAR 90)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact or law arising under or related to this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, on or before the 90th day from the date of receipt of such copy, the Contractor mails or otherwise furnishes a written appeal addressed to the Authority. The decision of the Authority or its duly authorized representative on such appeal shall be final and conclusive as to questions of fact unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The decision of the Authority or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than two years from the date of the Contractor's receipt of such decision. In connection with any appeal of the Contracting Officer's decision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) If it is determined, on appeal, that the Contracting Officer's interpretation of the contract, direction to the Contractor, or any other action required by the Contracting Officer's decision was an erroneous determination of the rights and obligations of the parties under the contract, the Contractor's remedy shall be the same as if such action were a change order under the Changes Clause of this contract.

8. Drawings and Other Data (6-302.08, JUN 86)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Authority and may be used in any manner by the Authority and without additional compensation to the Contractor. The Authority shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(b) of Title 17, United States Code. With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights or establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to retain all works developed in the performance of the contract and to furnish all retained works to the Authority on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

9. Equal Opportunity (6-202.15, JUN 86)

During the performance of this contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, handicapping conditions, or national origin. The Contractor further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and vendors which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this contract). The Contractor agrees to insert the substance of this clause in all subcontracts and purchase orders.

10. Examination and Retention of Records (6-203.19, JUN 86)

(a) The Contracting Officer and his representatives shall have the audit and inspection rights described in the applicable paragraphs (b) and (c), below.

(b) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price redeterminable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer and his representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Contracting Officer and his representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that:

(1) if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement; and

(2) records which relate to appeals under the Disputes Clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been resolved.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

11. Excusable Delays (6-303.11, JUN 86)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

(1) the subcontracted supplies or services were obtainable from other sources;

(2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) the Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Authority under the Termination Clause of this contract.

12. Federal, State, and Local Taxes (6-202.13, JUN 86)

The contract price includes all applicable federal, state, and local taxes and duties. The Authority is exempt from Texas state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

13. Governing Law (6-202.18, JUN 86)

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, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Dallas County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

14. Indemnification (NOV 05)

The Contractor shall fully indemnify and hold harmless the Authority and all of its directors, officers, employees, and agents from any and all contractual and negligence claims, demands, causes of action, damages, losses, and expenses (including attorney's fees) of whatsoever nature, character, or description that any person or entity has or may have arising out of or related to the breach of or failure to perform the contract or any subagreements thereunder or resulting from any negligent act, omission, misconduct, or fault of the Contractor or subcontractors and their employees and agents.

15. Independent Contractor (6-302.02, JUN 86)

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the Authority and the Contractor.

16. Interest of Public Officials (6-202.16, JUN 86)

The Contractor represents and warrants that no employee, official, or member of the Board (Executive Committee) of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board (Executive Committee) of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

17. Inspection (6-303.05, JUN 86)

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.

(c) The Authority has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with contract requirements, the Authority may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails promptly to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default.

18. Licenses and Permits (D-200.18A, FEB 91)

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

19. Notice of Labor Disputes (6-203.06, JUN 86)

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

20. Order of Precedence (6-202.17, JUN 86)

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Special Solicitation Instructions and Conditions; (c) Solicitation Instructions and Conditions; (d) Special Provisions; (e) General Provisions; (f) other provisions of the contract whether incorporated by reference or otherwise; and (g) the specifications or statement of work.

21. Payment of Interest on Contractor's Claims (6-202.12, JUN 86)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes Clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined to be owed by the Authority shall be payable to the Contractor. Such interest shall be at the rates determined by the United States Secretary of the Treasury from time to time pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes Clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of the Authority or its duly authorized representative. In no event shall the interest charged or payable hereunder exceed that allowable under Texas law.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies under this contract or before a court of competent jurisdiction.

22. Pricing of Adjustments (6-203.01, JUN 86)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes Clause or any other provision of this contract, such costs shall be in accordance with Chapter 7 (Cost Principles) of the Authority's Procurement Regulations in effect on the date of this contract.

23. Prompt Payment (F-129, NOV 99)

The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 (ten) calendar days from receipt of each payment the prime receives from the Authority. The Contractor agrees further to release retainage payments (if applicable) to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed and final payment has been made to the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Contracting Officer.

24. Publicity Releases (6-203.16, JUN 86)

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

25. Removal of Contract Personnel (D-200.27, APR 03)

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under this Contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this Contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work

performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.

26. Standards of Performance (6-302.09, JUN 86)

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

27. Subcontractors and Outside Consultants (6-302.04, JUN 86)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

28. Suspension of Work (6-302.12, JUN 86)

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Contracting Officer in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

29. Termination (6-302.06, JUN 86)

(a) The Contracting Officer may, by written notice to the Contractor, terminate this contract in whole or in part at any time, either for the Authority's convenience or because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of the Authority and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to the failure of the Contractor to fulfill its contract obligations, the Authority may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Authority for any additional cost occasioned to the Authority thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Authority. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.

(e) The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

EXHIBIT G**MINORITY AND WOMAN OWNED BUSINESS ENTERPRISE PROVISIONS
(LOCALLY FUNDED CONTRACTS)**

For assistance in identifying subcontracting opportunities or with questions concerning the provisions in this Exhibit ONLY, contact [Detorsha Brunson](#) at (214) 749-3970 in the Diversity and Economic Opportunity Department.

Table of Contents

1. Definitions and Interpretations (M-111, AUG 04).....	1
2. Certification of MWBEs (M-116, AUG 04).....	2
3. Banks and Financial Institutions (M-109, AUG 04).....	2
4. Offeror's MWBE Obligation (M-112, AUG 04)	2
5. Credit Toward Goals (M-114, AUG 04).....	2
6. Demonstration of Good Faith Effort (M-115, AUG 04).....	4
7. Submission of MWBE Utilization Forms and Related Documentation (M-113, AUG 04).....	5
8. MWBE Modifications or Substitutions (M-117, AUG 04)	6
9. Payment Documentation (M-118, AUG 04)	6
10. Sanctions for Noncompliance with the Authority's MWBE Program Provisions (M-120, AUG 04)	7
INTENT TO PERFORM AS A SUBCONTRACTOR	8
VENDOR PAYMENT REPORT	10

1. Definitions and Interpretations (M-111, AUG 04)

(a) "Minority Business Enterprise," or "MBE," is a business: (1) which is at least 51 percent owned by one or more minority persons, or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more minority persons; and (2) whose management and daily business operations are controlled by one or more of the minority persons who own it.

(b) "Minority Person(s)" are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

(1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese cultures or origin, regardless of race;

(3) "Native Americans," which includes persons who are American Indians;

(4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, Republic of Palau, the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.

(c) "Woman-Owned Business Enterprise," or "WBE," is a business: (1) which is at least 51 (fifty-one) percent owned by a woman or women, or, in the case of any publicly-owned business, at least 51 (fifty-one) percent of the stock is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more of the women who own it.

(d) "Control" is the primary power to direct the management of a business enterprise - specifically, the minority or woman owner(s) must possess the power and ability to direct or cause the direction of the management and policies of the firm, and to make the day-to-day, as well as major, decisions on matters of management, policy and operations.

(e) "MWBE" refers to a certified minority and/or woman-owned business enterprise.

(f) "Good Faith Efforts" are efforts to achieve an MWBE goal or other requirements, which by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the MWBE program guidelines.

(g) "Certification" means the certification of a firm as an MWBE by the North Central Texas Regional Certification Agency (NCTRCA) or the South Central Texas Regional Certification Agency (SCTRCA).

2. Certification of MWBEs (M-116, AUG 04)

(a) A prospective MWBE that is not certified by the North Central Texas Regional Certification Agency (NCTRCA) or the South Central Texas Regional Certification Agency (SCTRCA), must submit a certification application and the appropriate forms to the NCTRCA. Application forms may be obtained from the Authority's DEO Department or the NCTRCA at www.nctrca.org. All such firms shall cooperate in supplying additional information as requested by the NCTRCA or the Authority's Diversity and Economic Opportunity (DEO) Department. NCTRCA is a regional certification agency that was created to perform centralized certification services for MWBEs in the Dallas/Fort Worth area. The Authority will rely upon the certification of the NCTRCA to determine the eligibility of the MWBE firms. However, the Authority's DEO Department reserves the right to certify eligible MWBEs.

(b) Bona fide minority group membership shall be established on the basis of the individual's claim that he or she is a member of a minority group and is so regarded by the particular minority community. The MWBE firm should be prepared to provide, upon request, appropriate documentation, e.g., tribal rolls, birth certificates, visas, passports, etc., necessary to clearly support its claim of minority or gender status.

(c) The certification eligibility of an MWBE certified joint venture will be determined on a project-by-project basis by the Authority's DEO Department. Appropriate forms to apply for MWBE certification are available from the Authority's DEO Department or the NCTRCA.

(d) Information concerning MWBEs currently certified through the NCTRCA may be obtained from the Authority's DEO Department. Notwithstanding other MWBE certification or registration, firms identified to participate as MWBEs on Authority contracts are subject to the certification review process. Offerors are reminded that only certified MWBEs may participate in Authority contracts in such capacities. If offerors propose using an MWBE not currently certified, it is strongly urged that the Authority's DEO Department be contacted well in advance of the date set for receipt of offers in order to enable review of the proposed MWBE's eligibility.

3. Banks and Financial Institutions (M-109, AUG 04)

The offeror/Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions. The identity of such banks is available, upon request, from the Authority's DEO Department. Companies are encouraged to contact the DEO Department for a listing of these banks and financial institutions.

4. Offeror's MWBE Obligation (M-112, AUG 04)

The offeror agrees to ensure that MWBEs have a fair opportunity to participate in the performance of this contract. The offeror shall take all necessary and reasonable steps to remove barriers to MWBEs' opportunity to compete for and to perform work under any contract awarded as a result of this solicitation.

5. Credit Toward Goals (M-114, AUG 04)

(a) When an MWBE participates in a contract, the Authority will count only the value of the work actually performed by the MWBE toward MWBE goals.

(1) The Authority will count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a) (2) of this section) that is performed by the MWBE's own forces. Include the cost of supplies and materials obtained by the MWBEs for the work of the contract, including supplies purchased or equipment leased by the MWBE (except supplies and equipment the MWBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) The Authority will count the entire amount of fees or commissions charged by an MWBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a locally funded contract, toward MWBE goals, provided that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The Authority will count only the value of the work subcontracted to an MWBE subcontractor from an MWBE subcontractor toward the goal. The Authority will not count the work that an MWBE subcontracts to a non-MWBE firm toward MWBE goals.

(b) With respect to a joint venture, the Authority will count only that portion of an MWBE's participation in the total dollar value of the contract that the MWBE performs with its own forces toward the goal.

(c) The Authority will count only expenditures to an MWBE contractor toward MWBE goals if the MWBE is performing a commercially useful function.

(1) AN MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function the MWBE must also be responsible for the materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. The Authority will determine whether an MWBE is performing a commercially useful function by evaluating the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the MWBE credit claimed for its performance of the work and other relevant factors.

(2) An MWBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of MWBE participation. In determining whether an MWBE is such an extra participant, the Authority will examine similar transactions, particularly those in which MWBEs do not participate.

(3) If an MWBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the MWBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

(4) When an MWBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the MWBE may present evidence to rebut this presumption. The Authority may then determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(d) The Authority will use the following factors in determining whether an MWBE trucking company is performing a commercially useful function:

(1) The MWBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MWBE goals.

(2) The MWBE must own and operate at least one fully licensed, insured and operational truck used on the contract.

(3) The MWBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.

(4) The MWBE may lease trucks from another MWBE firm, including an owner-operator who is certified as an MWBE. The MWBE who leases trucks from another MWBE receives credit for the total value of the transportation services the lessee MWBE provides on the contract.

(5) The MWBE may also lease trucks from a non-MWBE firm including an owner-operator. The MWBE who leases trucks from a non-MWBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The MWBE does not receive credit for the total value of the transportation services provided by the lessee since these services are not provided by an MWBE.

(e) The Authority will count expenditures with MWBEs for materials or supplies toward MWBE goals as provided in the following:

(1)(i) If the materials or supplies are obtained from an MWBE manufacturer, count 100 percent of the cost of the materials or supplies toward MWBE goals.

(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

(2)(i) If the materials or supplies are purchased from an MWBE regular dealer count 60 percent of the cost of the materials or supplies toward MWBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided in this paragraph (e)(2)(ii), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers, representatives or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from an MWBE which is neither a manufacturer nor a regular dealer, the Authority will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site toward MWBE goals, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. The Authority will not count any portion of the cost of the materials and supplies themselves toward MWBE goals.

(f) The Authority will not count the participation of an MWBE subcontractor toward the prime contractor's MWBE achievements or overall goal until the amount being counted toward the goal has been paid to the MWBE.

6. Demonstration of Good Faith Effort (M-115, AUG 04)

(a) If an offeror does not meet the MWBE goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the MWBE goals. This good faith effort documentation should be submitted when the initial response to the Authority's solicitation is due. All contractors, including MWBE contractors, are required to submit good faith efforts documentation, if necessary. In evaluating an offeror's good faith effort submission, the Authority will only consider those documented efforts that occurred prior to the good faith efforts determination.

(b) In the event that a firm submitted by an offeror in accordance with the requirements of Submission of MWBE Utilization Forms and Related Documentation (M-113) provision cannot be certified in accordance with Certification of MWBEs (M-116) provision, the offeror will be notified and given an opportunity to substitute that firm with another MWBE firm. The offeror will have 10 (ten) calendar days from the date of notification to accomplish the substitution. In the event the offeror is unable to contract with another substitute MWBE firm, the good faith efforts that the offeror made in attempting to contract with a substitute MWBE firm must be documented to the Contracting Officer at the end of the same 10 (ten) calendar day period.

(c) In making a determination that the offeror made a good faith effort to meet the MWBE goals, the offeror shall furnish to the Contracting Officer, as part of its MWBE utilization information provided under Submission of MWBE Utilization Forms and Related Documentation (M-113) provision, specific documentation concerning the steps it has taken to obtain MWBE participation. By way of illustration and not limitation, the Contracting Officer will consider the following information:

(1) Whether the offeror attended any pre-bid or pre-proposal meetings scheduled by the Authority to discuss, among other matters, MWBE participation opportunities and acknowledged receipt of MWBE certified vendor lists;

(2) Whether the offeror advertised in general circulation, trade association, and/or minority/women-focused media concerning subcontracting opportunities;

(3) Whether the offeror provided written notice to a reasonable number of MWBEs that their interest in the contract was being solicited in sufficient time to allow MWBEs to participate effectively;

(4) Whether the offeror followed up initial solicitations of interest by contacting MWBEs to determine with certainty whether the MWBEs were interested;

(5) Whether the offeror selected portions of the work to be performed by MWBEs in order to increase the likelihood of meeting the MWBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate MWBE participation);

(6) Whether the offeror provided interested MWBEs with adequate information about the specifications and/or statement of work and requirements of the contract;

(7) Whether the offeror negotiated in good faith with interested MWBEs regarding their capabilities and, not rejecting MWBEs as unqualified without sound reasons based on a thorough investigation, price, using good business judgment and not rejecting reasonable quotes from interested MWBE firms;

(8) Whether the offeror negotiated in good faith with interested MWBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested MWBE firms;

(9) Whether the offeror made efforts to assist interested MWBEs in obtaining bonding, lines of credit, insurance, etc., as required by DART or the offeror;

(10) Whether the offeror made efforts to assist interested MWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;

(11) Whether the offeror effectively used the services of available minority and women community organizations; contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of MWBEs;

(12) Whether the offeror obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s) prior to the MWBE being rejected as a potential subcontractor for failing to obtain offeror-required bonding. Documentation furnished by a surety company will be subject to verification by DART; and

(13) Whether other offerors have attained a sufficient level of MWBE participation to meet the contract goals.

(d) The Contracting Officer will look not only at the different kinds of efforts that the offeror has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goals (even if they are sincerely motivated) if, given all relevant circumstances, the offeror's efforts could not reasonably be expected to produce a level of MWBE participation sufficient to meet the goals.

(e) Offerors are reminded that the issue of whether or not the offeror has met or exceeded the established goals and/or demonstrated good faith efforts is considered a matter of the offeror's responsibility. The Contracting Officer will only award contract(s) to offerors determined to be responsible. The Contracting Officer, after affording the Authority's DEO Department an opportunity to make a recommendation, shall be responsible for determining the sufficiency of an offeror's good faith efforts to meet the contract goals.

(f) An offeror that the Contracting Officer determines is not responsible may request administrative review and reconsideration under the Authority's Procurement Regulations. As part of any reconsideration, if requested, the offeror may elect to meet in person with the Reconsideration Official (President/Executive Director of the Authority) to discuss credit toward meeting the MWBE goal or whether the offeror made adequate good faith efforts.

7. Submission of MWBE Utilization Forms and Related Documentation (M-113, AUG 04)

(a) Each offeror should submit to the Authority an executed Intent to Perform As a Subcontractor form (Attachment 1) for each proposed MWBE subcontractor and other documentation required by the solicitation when the initial response to the Authority's solicitation is due.

(b) The Intent to Perform As A Subcontractor form for each proposed MWBE subcontractor shall constitute a representation by the offeror to the Authority that it believes such firm is certified as an MWBE, and is ready, willing, and able to perform the work indicated. It shall also represent a commitment by the offeror that if it is awarded the contract, it will enter into a subcontract with such MWBE firm for the work described at the approximate price set forth in the Intent to Perform As A Subcontractor form.

(c) If the MWBE subcontractor participation changes after the forms have been submitted, but prior to award of the contract, the offeror will be required to immediately notify the Contracting Officer of the changed amount and the reason(s) for the change. Modifications and/or substitutions of any MWBE firm shall be in accordance with the MWBE Modifications or Substitutions (M-117) provision of this Exhibit.

(d) Except as authorized by the Contracting Officer, the successful offeror shall enter into formal agreements with the MWBE firms shown in the submitted Intent to Perform As A Subcontractor form(s) within ten (10) business days after receipt of a contract executed by the Contracting Officer. The successful offeror (Contractor) shall provide the Contracting Officer two copies of each agreement within three (3) business days of execution.

(e) If an offeror is an MWBE and lists itself on the Intent to Perform As A Subcontractor form, it is required to perform the work indicated with its own work force.

8. MWBE Modifications or Substitutions (M-117, AUG 04)

This provision applies to all modifications and substitutions under this contract. The Contractor will be required to comply with this provision to the extent needed to achieve the MWBE goals agreed to at the time of contract award.

(a) If a prime contractor wishes to terminate or substitute an MWBE subcontractor listed as fulfilling its contract goal, and then performs the work of the terminated MWBE subcontractor with its own forces, an affiliate, a non-MWBE subcontractor or with another MWBE subcontractor, it must submit written documentation prior to the termination or substitution of the MWBE subcontractor to the Contracting Officer. This will include any changes to items of work, material, services, or MWBE firms that differ from those identified on the Intent to Perform As A Subcontractor form(s) on file with the Contracting Officer. The offeror/Contractor must provide any and all documentation and information as may be requested with respect to the requested change.

(b) The offeror's/Contractor's documentation shall include the specific reason(s) for the proposed change. Specific reasons that are acceptable include, but are not limited to: the MWBE was not able to perform; the MWBE was unable to produce acceptable work; and/or the MWBE has submitted an unreasonable escalation in price. In the case of an MWBE subcontractor being substituted by another MWBE subcontractor, the Contractor should include the name, address, certification number and principal office of the proposed MWBE firm. After providing an opportunity to the DEO Department to make a recommendation, the Contracting Officer will approve or disapprove the change.

(c) If the change involves a subcontractor substitution, the offeror/Contractor must make good faith effort to replace one MWBE with another MWBE. The substitute MWBE firm must be certified by the NCTRCA, SCTRCA or the DEO Department in order for the offeror/Contractor to receive credit toward fulfilling its MWBE participation goal for the contract. In the event that the offeror/Contractor is unable to contract with another MWBE firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute MWBE. In all situations, the Contractor may not terminate or substitute an MWBE subcontractor without the prior written consent of the Contracting Officer.

(d) The offeror/Contractor must submit a new Intent to Perform as a Subcontractor form for the substitute MWBE firm(s) with the request for change, to verify that the new MWBE firm(s) is certified by NCTRCA, SCTRCA or the DEO Department. The Contracting Officer shall notify the offeror/Contractor in writing of his decision as expeditiously as possible. If the contract has been awarded and the Contracting Officer approves the proposed substitution in writing, the Contractor shall provide a copy of the executed subcontract agreement with the proposed MWBE firm to the Contracting Officer within ten (10) business days of its receipt of the substitution approval.

(e) If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a Subcontractor form specified for contract modifications for any MWBE subcontractor affected by this change. This form may be obtained from the Contracting Officer.

(f) If the Contractor does not comply with this Provision, the Authority may elect to apply contract remedies, as appropriate. Additionally, the Contracting Officer may order that the Contractor forfeit the profits from the terminated portion of the MWBE subcontract.

9. Payment Documentation (M-118, AUG 04)

(a) Concurrently with the submission of the invoice or each request for a progress payment under this contract, the Contractor shall provide a breakdown of the amounts paid to MWBEs identified by the Contractor to participate in this contract. The breakdown shall be provided on the DEO Vendor Payment Report form which is available at <http://www.dart.org/deo.asp?zeon=DEOVendorPaymentReport>, or a photocopy of the attached Vendor Payment Report.

As provided elsewhere in this contract, the Authority may withhold all or part of any payment otherwise due the Contractor if the Contractor fails to submit the Vendor Payment Report form and/or make prompt payments to its subcontractors, suppliers, material men or laborers.

(b) The Contractor's signature on the Vendor Payment Report is a certification by the Contractor of the truth and accuracy of the matters contained in the Report. After award of the contract and prior to submission of the first invoice or request for progress payment, the Contractor shall, by written notice to the Contracting Officer, identify the person(s) with authority to sign the Vendor Payment Reports for the Contractor.

10. Sanctions for Noncompliance with the Authority's MWBE Program Provisions (M-120, AUG 04)

Failure of the Contractor to carry out the Authority's MWBE program provisions shall constitute a breach of contract and may result in termination of the Contractor for default or such remedy as the Authority may deem appropriate. The Authority reserves the right to apply legal and contract remedies available under state and local law, including but not limited to, responsibility determinations in future contracts, suspension/debarment procedures, and forfeiture of profits as provided for elsewhere. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

ATTACHMENT 1 TO EXHIBIT G

DALLAS AREA RAPID TRANSIT - D/M/WBE FORM

SOLICITATION NUMBER: _____

INTENT TO PERFORM AS A SUBCONTRACTOR FOR A CONTRACT AWARD

Pursuant to DART Board policy, D/M/WBE firms participating in the Authority's D/M/WBE Program must have "current" certification status with the Authority prior to award of this contract. The Authority's D/M/WBE certification of any firm is effective for three (3) years from the date of written notification of certification. If the Authority determines that the firm is not an eligible D/M/WBE firm for DART contracts and subcontracts, such firms must immediately submit a completed and signed Certification Affidavit to the North Central Texas Regional Certification Agency, 616 Six Flags Drive, Suite 128, Arlington, TX 76011; or if a joint venture, submit a Joint Venture Certification Application to the DART Diversity & Economic Opportunity Department, P.O. Box 660163, Dallas, Texas 75266-7217.

1. Name of Offeror / Prime Contractor _____.
2. The undersigned has been certified by DART via NCTRCA Certification # _____.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

and at the following price \$ _____.

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-D/M/WBE contractors.

NOTICE: If the D/M/WBE firm is not sub-subcontracting any of the work described above, a zero (0) must be shown in the blank above.

(Name of D/M/WBE Firm)

BY: _____
(Signature of Owner, President or Authorized Agent)

DATE: ____/____/____

PHONE: _____

(Print or Type - Name of Signature of Owner, President or Authorized Agent of D/M/WBE firm)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the _____

(Title of Declarant)

and a duly authorized representative of _____

(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the M/WBE firm signed this form in the place indicated, and no material facts have been omitted.

Upon receipt of authorization by the Contracting Officer, the undersigned will enter into a formal agreement with the listed M/WBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Dallas Area Rapid Transit Authority. The undersigned will provide the Contracting Officer two (2) copies of that agreement within three (3) business days of its execution.

The Prime Contractor has designated the following person as their M/WBE Liaison Officer:

(Name-Please Print)

(Phone)

Caution: Any false statements or misrepresentations regarding information submitted on this form may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

(Name of Declarant)

(Signature)

(Date)

ATTACHMENT 2 TO EXHIBIT G

DALLAS AREA RAPID TRANSIT - D/M/WBE FORM

INSTRUCTIONS FOR CONTRACTORS "HOW TO FILL OUT VENDOR PAYMENT REPORT"

The Vendor Payment Report is to be filled out by the Contractor and submitted with each invoice. The instructions below correspond to each item on the report. Please follow the instructions.

1. **Invoice No.**
Fill in the invoice number accompanying this report.
2. **Report No.**
Fill in the number of the report you are sending in sequence, e.g., if this is the second invoice submitted, indicate Report No. 2.
3. **Reporting Period**
This is to be filled in to state the period of time you are reporting. Example: From: April 1, 1991 To: April 30, 1991.
4. **DART Contract Number**
Fill in the contract number assigned to your project by DART.
5. **Type of Contract**
Designate the type of contract that has been awarded to your company by DART.
6. **Contractor's Business Name, Address and Telephone Number**
Fill in your company's name, address, and telephone number.
7. **Date of Contract Award**
Fill in the date the contract was finally executed by both you and DART.
8. **Scheduled Date of Completion**
Fill in completion date of contract as written in contract.
9. **Original Contract Amount**
Fill in dollar amount of original contract agreed upon by you and DART.
10. **Current Amended Contract Amount and Date**
Fill in dollar amount of original contract plus/minus the dollar amount agreed upon at a later date as a result of contract modifications, if applicable. Include date modification was executed.
11. **Total Amount Received to Date**
Fill in the dollar amount you have received from DART to date.
12. **Total Amount Owed**
Fill in the dollar amount of the contract minus amount paid to you by DART.
13. **Committed Disadvantaged/Minority/Women-Owned Participation**
Fill in the percentage of D/M/WBE participation you committed to obtain in the contract.
14. **Instructions for Calculation of Disadvantaged/Minority/Women-Owned Business Enterprise Percentage**
(Complete in accordance with directions on the form.)
15. **Actual Disadvantaged/Minority/Women-Owned Business Enterprise Percent Paid-to-Date**
Fill in the calculated dollar amount paid to the D/M/WBE divided by the dollar amount you received from DART.
16. **Name of Subcontractors**
Name all D/M/WBE subcontractors. (Use additional sheets as necessary.)
17. **Disadvantaged/Minority/Women-Owned Business Enterprise**
State whether the subcontractor is a DBE/MBE/WBE.
18. **Description of Work**
State the work performed by the D/M/WBE subcontractor.
19. **Amount and Date of Last Payment**
State the amount and date of last payment made to each D/M/WBE subcontractor. Submit evidence of payment, i.e., cancelled check, check register, etc.
20. **Subcontract Value (Dollars)**
State the committed dollar value to the D/M/WBE subcontractor for the duration of the contract.
21. **Total Amount Paid-to-Date (Dollars)**
Add all amounts paid to each D/M/WBE subcontractor to date.
22. **Percent of Committed Amount Paid to Date**
State dollar amount paid to the D/M/WBE subcontractor divided by the amount committed to them.
23. **Amount of This Invoice Allocated to the Subcontractor**
Fill in how much of this invoice will be paid to each D/M/WBE subcontractor.

VENDOR PAYMENT REPORT

For Official Office Use Only	1) Invoice No.	2) Report No.
	3) Reporting Period From: _____ To: _____	

4) DART Contract Number		5) Type of Contract (X) ☐ Construction ☐ Service ☐ Professional ☐ Supply/ Service Commodity		6) Contractor's Business Name, Address and Telephone Number					
7) Date of Contract Award		8) Schedule Date of Completion		9) Original Contract Amount		10) Current Contract Amount, Including Modifications (\$ and date) (State amount & date of most recent modification) \$ _____ / ____ / ____			
				\$ _____					
11) Total Amount <u>Received</u> To Date \$ _____		12) Total Amount Owed		13) Committed Disadvantaged, Minority, and Women Disadvantaged-Minority-Women _____% ____% ____%		14) D/M/WBE Instruction for Calculation of Percentage: Dollar amount paid to D/M/WBE divided by dollar amount received by Contractor from DART.		15) Actual Disadvantaged, Minority and Woman-Owned Business Participation % to Date Disadvantaged-Minority-Women _____% ____% ____%	
		\$ _____							
		Amount of This Invoice							
		\$ _____							
16) Name of Subcontractor	17) DBE / MBE / WBE	18) Description of Work	19) Amount & Date of Payment(s) Made During Current Invoice Period	20) Subcontract Dollars	21) Amount Paid to Date (Dollars)	22) % Paid to Date	23) Amount of This Invoice Allocated to Subcontractor		
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
			\$ _____		\$ _____				
Company Official's Signature & Title			Date Signed		Name & Title of Individual Completing Report				
			/ /						

Exhibit G

**EXHIBIT H
STATEMENT OF WORK****for a Hosted Web-Portal to assist with New Employee Processing****Introduction**

The Dallas Area Rapid Transit (DART) system operates mass transportation services to thirteen cities in the Dallas area. These transit services are a combination of bus, light rail, commuter rail, commuter vans, high-occupancy vehicle lanes, and mobility impaired (paratransit) operations. A core function of business activities is the recruiting, hiring and processing of new employees. The processes are sometimes referred to as "On-boarding". The multiple processes involved in getting a new employee processed require several forms to be filled out and introductory meetings to acclimate the new employee to the DART business and culture.

Objective:

The processes described above are time consuming, costly, and resource intensive. DART desires to seek the services of an organization that would provide an on-line internet web-portal that will provide access to the various features and requirements of the on-boarding process. This web-portal service would provide secure access by new employees from any computer that has access to the internet to fill-out forms and review other materials, plus the ability to view on-boarding videos of vital information to the new employee.

DART desires a fully hosted service that will integrate with DART's Lawson Software Human Resource (Version 9.0.2) system and DART's in-house Applicant web-portal, as necessary, to reduce the need for multiple entry of data.

Contractor's Responsibilities

The web-portal will provide the following:

- Fully hosted web-portal services.
- Integration into and out of DART's Lawson Software Human Resource (Version 9.0.2) and In-house Web Applicant portal.
- Appropriate licensing to support DART administrators and unlimited external access by employees.
- e-Forms Library package to include:
 - Federal W-4: Federal Tax
 - Federal 8850: Certification Request for the WOTC
 - Federal W-11: HIRE Act
 - Federal I-9: Employment Eligibility

Web tutorials and/or e-learning to include the following DART departments:

- Safety/Risk Management
- EEO
- Information Technology Training
- Overview of DART as an agency
- Presentation by DART Executive Management/Board
- Benefits Information
- Technical support for implementation services.
- On-going technical support call-in services available 9 a.m. to 4:30 p.m. weekdays.

DART's Responsibilities

DART will provide all the necessary forms, material and video content that is particular to DART's on-boarding functions.

DART will provide the necessary technical support to assist with the integration requirements into and out of the Lawson and in-house DART databases that support the applicant and hiring processes.

DART is not interested in developing with a vendor a custom web-portal. DART is looking for existing new employee on-boarding web portal services that will have the ability to be quickly implemented.

Proposals

Contractors will submit proposals that have the following sections outlined.

- A.) Describe vendor/contractor qualifications specifically related to the development and delivery of web-portal services described in the statement-of-work.
- B.) Describe the vendor/contractor proposed service offerings and how they meet or exceed the expected requirements outlined in the statement-of-work.
- C.) Describe the vendor/contractor technical qualifications to develop and support the required integration with Lawson Software Human Resources (Version 9.0.2).
- D.) Describe the vendor/contractor approach to services implementation, testing and training of DART staff.
- E.) Describe the vendor/contractor time-line for implementation.
- F.) Contractor will describe experience relevant to the performance of work within the transit/transportation industry.
- G.) Contractor will describe experience relevant to the performance of work for federal, state, or local agencies.
- H.) Contractor will describe potential impediments, obstacles, or problems that could negatively impact work performance, and propose recommendations regarding efficiencies.
- I.) Contractor will provide information regarding storage, printing, confidentiality, and accessibility of access to documents (once contract expires) submitted in On boarding/Out processing.
- J.) If system should be down for any amount of time due to failure, Contractor will provide information immediately regarding notification to Administrators and the COTR, and provide information regarding when system will be restored.
- K.) Contractor will answer inquiries within 24 hours
- L.) Contractor will provide information regarding system and data backup and recovery
- M.) Contractor will provide information regarding frequency and how upgrades to their system will be performed

Pricing

Pricing will be for the following:

- 1.) Implementation services
- 2.) Hosting Services for three years
- 3.) Any annual maintenance fees associated with technical support
- 4.) Training
- 5.) Any and all appropriate licenses if required

End of Exhibit H

EXHIBIT L
BUSINESS QUESTIONNAIRE
(SUPPLIES AND SERVICES)

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. Offerors shall submit the Exhibit L information within two (2) work days from the date of notification by the Authority, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form, and in accordance with applicable provision(s) in Exhibit B, if any. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

DART reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form.

1. Name of Offeror ("Business"): _____
2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers 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 represents millions, K represents thousands)
☐ \$100K or less ☐ \$100K-\$500K ☐ \$500K-\$1M ☐ \$1M-\$5M ☐ \$5M-\$10M
☐ \$10M-\$16M ☐ \$16M or Over
6. Number of current employees: _____
7. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☐ No
8. Is any litigation pending against the Business? ☐ Yes ☐ No
9. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? ☐ Yes ☐ No
10. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
☐ Yes ☐ No
11. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
☐ Yes ☐ No
12. 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

13. Is the Business in arrears on any contract or debt? ☐ Yes ☐ No
14. Has the Business been a defaulter, as a principal, surety, or otherwise? ☐ Yes ☐ No
15. 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
16. If a "yes" response is given under questions 8 through 17, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

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 DART has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from DART's bidders' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name: _____ Title: _____

Signature: _____ Date: _____
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

2. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

3. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

AUTHORIZATION FOR RELEASE OF FINANCIAL INFORMATION

This authorization will be used to obtain information to assist DART in determining a potential contractor's financial responsibility. Your signature authorizes the release of financial information to the DART Procurement Department for this purpose. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

This authorization form shall be submitted in accordance with the applicable provision(s) in Exhibit B, or as otherwise requested. DART reserves the right to make additional inquiries based on information submitted, or the lack thereof.

Name of Bank/Financial Institution

Account Number

Address

Account Type: e.g., Savings, Checking, Other (Identify)

City, State, Zip Code

Name of Bank Officer Familiar with the Account

Telephone

Fax

Email Address

Name of Business

Address

City

State

Zip Code

I, individually and on behalf of the Business named above, do by my signature below, certify that the information provided is true and correct, and authorize the release of financial information for verification of financial responsibility. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which DART has or may have with the business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from DART's bidders list; or/and 4) legal action(s) applicable under federal, state or local law.

Name: _____ Title: _____

Signature: _____ Date: _____
(Owner, CEO, President, Majority Stockholder, or Designated Representative)

EXHIBIT O
SOLICITATION QUESTION SUBMISSION FORM

This form may be duplicated and used to submit questions and requests for clarification related to this solicitation and shall be submitted to the contract person identified on the Solicitation, Offer and Award form. (See the appropriate clause in Exhibit C for information regarding questions and their submission.)

1. Solicitation Reference: Exhibit/Other _____, Page ____ of _____, Paragraph Number _____

Question/Clarification

Rationale

2. Solicitation Reference: Exhibit/Other _____, Page ____ of _____, Paragraph Number _____

Question/Clarification

Rationale

3. Solicitation Reference: Exhibit/Other _____, Page ____ of _____, Paragraph Number _____

Question/Clarification

Rationale

Company Name

Represented By

Name: _____ **Title:** _____

Signature: _____ **Date:** ____/____/____

DALLAS AREA RAPID TRANSIT AUTHORITY
DALLAS, TX

EXHIBIT V

**EMPLOYEE
INFORMATION REPORT**

SECTION A - TYPE OF REPORT

Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (*MARK ONLY ONE BOX*).

☐

- ☐ Single Establishment Employer Report
- ☐ Multi-Establishment Employer, Consolidated Report (Required)
- ☐ Multi-Establishment Employer, Headquarters Unit Report (Required)
- ☐ Multi-Establishment Employer, Individual Establishment Report (submit one for each establishment with 50 or more employees)
- ☐ Multi-Establishment Employer, Special Report

Total number of reports being filed by this company (answer only if consolidated report).

**SECTION B-COMPANY IDENTIFICATION
(To be answered by all)**

Parent Company Name & Address:

Establishment Completing Report
Name & Address (Omit if same as above)

Employer ID Number:

**SECTION C - ESTABLISHMENT INFORMATION
(Omit on the Consolidated Report)**

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

SECTION D-EMPLOYMENT DATA											
Employment at this establishment -- Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.											
JOB CATEGORIES	NUMBER OF EMPLOYEES										
	Overall Totals (Sum of Col. B Thru K)	MALE					FEMALE				
		White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office & Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Answer if not consolidated report:		Dates of Payroll Period Used				Does the establishment employ apprentices?					
SECTION E - CERTIFICATION											
(See Instructions concerning certification in Exhibit G)											
Check One:	☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) ☐ This report is accurate and was prepared in accordance with the instructions.										
Name/Title of Certifying Official						Signature			Date:		
Contact Name			Address (Number & Street)								
Title			City & State			Zip Code		Telephone		Extension	