

**Dallas Area Rapid Transit
Board of Directors Meeting
Tuesday, April 28, 2026, 6:00 P.M. – Board Room
1401 Pacific Ave., Dallas, Texas 75202**

General Items:

1. Pledge of Allegiance
2. Approval of Minutes: March 24, 2026, April 3, 2026, and April 16, 2026
3. This item will be discussed at the Committee-of-the-Whole meeting only.
4. Public Comments – Agenda Item Specific

Consent Items:**Administration:**

5. Approval of Contract for Customer Information Signage Services
(Gary Slagel/Jeamy Molina)
6. Approval of Contract for Customer Schedule Printing (Gary Slagel/Jeamy Molina)
7. Approval of Contract for Large Format Digital Printing Services
(Gary Slagel/Jeamy Molina)
8. Approval of Contract for Large Format Offset Printing Services
(Gary Slagel/Jeamy Molina)
9. Approval of Contract for Small Offset Digital Printing Services
(Gary Slagel/Jeamy Molina)
10. Approval of Contract for SmartDrive Operator Safety Subscription
(Gary Slagel/Jamie Adelman)
11. Approval of a Third Interlocal Agreement between Dallas Area Rapid Transit and Citibus (Lubbock) for GoPass® Application Licensing
(Gary Slagel/Jamie Adelman)
12. Approval of Amendments to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy
(Gary Slagel/Gene Gamez/Jamie Adelman)

Development and Innovation:

13. Approval of Contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet (Patrick J. Kennedy/Trenise Winters)
14. Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for the Double Track Project in Tarrant County
(Patrick J. Kennedy/Trenise Winters)
15. Approval to Purchase Property Located at 3727 Dilido Road, Dallas, Texas 75228, to Relocate Non-Revenue Vehicle Operations (Patrick J. Kennedy/Trey Walker)
16. Approval to Exercise Second Option Year for Transit Security Officer Services
(Patrick J. Kennedy/Charles Cato)

Individual Items:**Administration:**

17. Approval of Financial Standards for FY 2027 Budget and 20-Year Financial Plan (Gary Slagel/Jamie Adelman)
18. This item will be discussed at the Committee-of-the-Whole meeting only.

Development & Innovation:

19. Approval of Contract for DART Police Motorcycle Replacements (Patrick J. Kennedy/Charles Cato)
20. Approval of Second Amendment of Interlocal Agreement with Dallas County Hospital District D/B/A Parkland Health for the DART Cares Program (Patrick J. Kennedy/Charles Cato)
21. Approval of Contract for Enterprise Resource Planning Software Subscription for Financial and Procurement Modules (Patrick J. Kennedy/Jamie Adelman)
22. Approval of Contract for Enterprise Resource Planning Phase 2 Software Implementation and Support Services (Patrick J. Kennedy/Jamie Adelman)
23. This item will be discussed at the Committee-of-the-Whole meeting only.

Other Items:

24. Public Comments – General
25. Adjournment

The Dallas Area Rapid Transit Board of Directors may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, under Section 551.072, Deliberation Regarding Real Property for real estate issues, or under Section 551.074 for Personnel matters, or under Section 551.076 or 551.089 for Deliberation Regarding deployment or implementation of Security Personnel or devices arising or regarding any item listed on this Agenda. This facility is wheelchair accessible. For accommodations for the hearing impaired, sign interpretation is available. Please contact Community Engagement at 214-749-2721, 48 hours in advance.

**MINUTES
DALLAS AREA RAPID TRANSIT
BOARD OF DIRECTORS
March 24, 2026**

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Tuesday, March 24, 2026, at 6:03 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Vice Chair Abraham presiding.

These minutes provide a brief overview and are not a transcript. For complete details, please visit the following link: [DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information).

City of Dallas

Randall B. Bryant– **Board Chair**

Carmen Garcia –**Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

Marc C. Abraham - **Board Vice Chair**

City of Irving

Rick H. Stopfer

City of Plano

Anthony Ricciardelli

Cities of Carrollton and Irving

Doug S. Hrbacek

Cities of Cockrell Hill and Dallas

Enrique A. MacGregor

Cities of Farmers Branch and Plano

M. Nathan Barbera

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch – **Assistant Secretary**

Cities of Richardson and University Park; Towns of Addison and Highland Park

Gary A. Slagel

Rick Stopfer, Mark C. Enoch, and Carmen Garcia joined the meeting virtually via Microsoft Teams.

General Item(s)

1. **Pledge of Allegiance**

The pledge was conducted.

2. **Approval of Minutes:** February 20, 2026, and February 24, 2026

Director MacGregor moved to adopt the February 20, 2026, and February 24, 2026, Board of Directors' meeting Minutes into the record as written.

Director Kennedy seconded, and the Minutes were accepted as written unanimously.

3. **This item will be discussed at the Committee-of-the-Whole meeting only.**

4. **Honoring DART Retirees for their Service to DART**

5. **Public Comments - Agenda Item Specific**

Public Comments will be limited for up to two (2) minutes

Chair Bryant announced that Items 5, Public Comments - Agenda Item Specific, and 13, Public Comments – General, would be combined

Speaker Name	City, State, or Employee	Topic
Alexander Dunn	Houston, TX	Item 11

13. **Public Comments - General**

Public Comments will be limited for up to two (2) minutes

For complete details of each comment, please view the video at [DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information).

Speaker Name	City, State, or Employee	Topic
Tameka Johnson	Dallas, TX	Rail Times
Tammy Greenberg	Dallas, TX	Service Concern
Bryan Blanks	Lancaster, TX	Employee Concern
Bernard Wade	Dallas, TX	Employee Concern
Marcelio Harris	Dallas, TX	Transdev Operations
Marsha Gale Hampton	Richardson, TX	Paratransit Service

Consent Item(s):

Director Hrbacek requested that Consent Item 9, Approval of Contract for Bus Stop Amenities, Fabrication and Installation, be moved to Individual Items for discussion. Chair Bryant agreed and then called the question on the remaining Consent Items.

Director MacGregor made a motion to approve Consent items 6 through 8.

Development & Innovation:

6. **Approval of Contract for Dallas Streetcar Battery Subpack Rebuild**

Moved to approve Resolution 260030, stating that the President & Chief Executive Officer or her designee is authorized to award a 24-month contract to Brookville Equipment Corporation for Dallas Streetcar Battery Subpack Rebuild [C-2094645-01] for a total authorized amount not to exceed \$706,800.

7. **Approval to Exercise a One-Year Option for Automatic Passenger Count Support Services Contract**

Moved to approve Resolution 260031, stating that the President & Chief Executive Officer or her designee is authorized to execute a contract

modification for Automatic Passenger Count Support Services with Urban Transportation Associates, Inc. [Contract No. C-2084189-01], to:

Section 1: Exercise a one-year option.

Section 2: Increase the not-to-exceed amount by \$105,822, for a new total authorized amount not to exceed \$302,262.

8. **Approval to Appoint Board Members of the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, to Fill Unexpired Terms Ending December 31, 2026**

Moved to approve Resolution 260032, stating that DART Board Member Marc C. Abraham and DART staff member Kay Shelton be appointed to the Dallas Area Rapid Transit Mobility Service, Local Government Corporation, Board of Directors to complete the unexpired terms ending December 31, 2026.

Director West seconded, and the items were adopted unanimously.

Consent Item(s) moved to Individual Consideration:

9. **Approval of Contract for Bus Stop Amenities, Fabrication and Installation**

Brandi Stringer, Director, Mobility Capital, Projects, entered the podium to answer questions for the board, as well as Jing Xu, Interim Vice President of Service Planning & Scheduling.

During the discussion, Director Hrbacek recommended that the item be reviewed by the Board semi-annually, with ten briefings over the course of the contract.

Director MacGregor moved to approve Resolution 260033, stating that:

Section 1: The President & Chief Executive Officer or her designee is authorized to award a five-year contract with two one-year options to Tolar Manufacturing Company, Inc. [Contract No. C-2093808-01], for the purchase and installation of on-street passenger amenities for a total authorized amount not to exceed \$71,511,900.

Section 2: The Board will be provided with a semi-annual report to document progress towards completion of the installation of passenger amenities.

Director Wong Krause seconded, and the item was adopted unanimously.

Individual Item(s):

Development & Innovation:

10. Approval of Contract for the Renewable Natural Gas and Renewable Identification Number Revenue Program

Jamie Adelman, Executive Vice President/Chief Financial Officer, entered the podium to answer questions for the board. No questions were addressed to Officer Adelman.

Director Ricciardelli moved to approve Resolution 260034, stating that the President & Chief Executive Officer or her designee is authorized to award a five-year contract for Renewable Natural Gas (RNG) and Renewable Identification Number (RIN) Revenue Program to Anew RNG, LLC [Contract No. C-2093872-01] subject to legal review, to utilize RNG in the Compressed Natural Gas (CNG) buses and generate and monetize RIN credits, which have the potential to produce up to \$5,000,000 per year in revenue, depending on CNG volume and RIN market price.

Director MacGregor seconded, and the item was adopted unanimously.

General Item(s):

12. Public Hearing on 2026 Service Changes

Public Comments will be limited for up to two (2) minutes

Hans-Michael Ruthe, Director of Service Planning, briefed the committee.

Public Hearing is transcribed by a court reporter.

Chair Bryant stated that ninety-five (95) written comments were provided prior to the start of the hearing.

The Public Hearing convened at 6:49 p.m. with Chair Randall B. Bryant as the presiding officer.

There were thirty-eight (38) speakers, and a total of seventy-eight (78) written comments.

The Public Hearing adjourned at 7:58 p.m. on March 24, 2026.

Individual Item(s):

Administration:

11. Discussion and Approval of President & Chief Executive Officer's Employment Agreement

Chair Bryant stated that it was 7:59 p.m. on Tuesday, March 24, 2026, and the Dallas Area Rapid Transit Board of Directors was going into Closed Session under the Texas Open Meetings Act, Section 551.074, for consultation with an attorney, to discuss the following agenda items: Item 11, Discussion and Approval of President & Chief Executive Officer's Employment Agreement.

The Committee reconvened into Open Session at 10:12 p.m.

Director Slagel moved to approve Resolution 260035, stating that:

Section 1: The Board Chair is authorized to negotiate and execute a separation agreement with the President & Chief Executive Officer.

Director Barbera seconded, and the item was approved unanimously.

Other Items

14. Adjournment

There being no further business, the meeting adjourned at 10:13 p.m.

A handwritten signature in cursive script that reads "Briana Campbell". The signature is written in black ink and is positioned above a solid black horizontal line.

Briana Campbell

Secretary of the Board

/bc

**MINUTES
DALLAS AREA RAPID TRANSIT
SPECIAL CALLED BOARD OF DIRECTORS' MEETING
Friday, April 3, 2026**

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Friday, April 3, 2026, at 5:03 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Chair Bryant presiding.

These minutes provide a brief overview and are not a transcript. For complete details, please visit the following link: [DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information).

City of Dallas

Randall B. Bryant– **Board Chair**

Carmen Garcia – **Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

Marc C. Abraham – **Board Vice Chair**

City of Irving

Rick H. Stopfer

City of Plano

Anthony Ricciardelli

Cities of Carrollton and Irving

Doug S. Hrbacek

Cities of Cockrell Hill and Dallas

Enrique A. MacGregor

Cities of Farmers Branch and Plano

M. Nathan Barbera

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch – **Assistant Secretary**

Cities of Richardson and University Park; Towns of Addison and Highland Park

Gary A. Slagel

M. Nathan Barbera and Patrick J. Kennedy were absent.

Marc C. Abraham, Mark C. Enoch, Maureen Milligan, and Anthony Ricciardelli joined the meeting virtually via Microsoft Teams.

General Items

1. **Pledge of Allegiance**

The pledge was conducted.

2. **Public Comments – Agenda Item Specific**

For complete details of each comment, please view the video at [DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information).

Speaker Name	Of/Location	Topic
Alex Dunn	Dallas, TX	Item 3

Individual Items

3. **Discussion and Approval of President & Chief Executive Officer's Separation Agreement**

Chair Bryant stated that it was 5:09 p.m. on Friday, April 3, 2026, and the Dallas Area Rapid Transit Board of Directors was going into Closed Session under the Texas Open Meetings Act, Section 551.071 and 551.074, for consultation with Attorney, to discuss Agenda Item 3, **Discussion and Approval of President & Chief Executive Officer's Separation Agreement** and Item 4, **Discussion and Approval of President & Chief Executive Officer's Separation Agreement**.

The Committee reconvened into Open Session at 8:24 p.m.

Director Slagel moved to approve Resolution 260036, stating that the Dallas Area Rapid Transit Board of Directors approves the termination of the Employment Agreement with the President & Chief Executive Officer in accordance with Section 7.01 and authorizes a severance payment under Section 7.03 of the Employment Agreement.

Director West seconded, and the item was adopted unanimously.

4. **Discussion and Approval of President & Chief Executive Officer's Separation Agreement**

Director Slagel moved to approve Resolution 260037, stating that:

Section 1: Gene Gamez, General Counsel, is appointed to serve as Acting President & Chief Executive Officer, effective April 3, 2026, and until such time as the Board may determine or until an interim President & Chief Executive Officer is appointed.

Section 2: In addition to his duties as General Counsel, Gene Gamez shall administer the daily operations of DART and have authority to contract up to the limits authorized by DART's enabling legislation of \$250,000 for personal service contracts and off-the-shelf items and \$100,000 for all other procurements without DART Board approval until such time as an interim President & Chief Executive Officer is appointed.

Mayor Stopfer seconded, and the item was adopted unanimously.

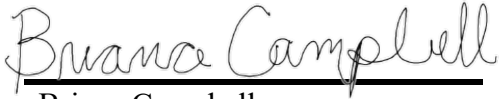
Other Items

5. **Public Comments – General**

There were no public comments.

6. **Adjournment**

There being no further business to discuss, the meeting adjourned at 8:26 p.m.

A handwritten signature in cursive script that reads "Briana Campbell". The signature is written in dark ink and is positioned above a solid horizontal line.

Briana Campbell

Secretary of the Board

/bc

MINUTES
DALLAS AREA RAPID TRANSIT
BOARD OF DIRECTORS
April 16, 2026

The Dallas Area Rapid Transit **Board of Directors'** meeting came to order on **Thursday, April 16, 2026, at 4:32 p.m.**, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Board Chair Bryant presiding.

These minutes provide a brief overview and are not a transcript. For complete details, please visit the following link: [DART.org/about/public-access-information/board-meetings-information](https://www.dart.org/about/public-access-information/board-meetings-information).

City of Dallas

Randall B. Bryant– **Board Chair**

Carmen Garcia –**Secretary**

Patrick J. Kennedy

Roy C. Lopez

Maureen Milligan

Maurice A. West

Michele Wong Krause

City of Garland

Marc C. Abraham - **Board Vice Chair**

City of Irving

Rick H. Stopfer

City of Plano

Anthony Ricciardelli

Cities of Carrollton and Irving

Doug S. Hrbacek

Cities of Cockrell Hill and Dallas

Enrique A. MacGregor

Cities of Farmers Branch and Plano

M. Nathan Barbera

Cities of Garland, Rowlett, and Glenn Heights

Mark C. Enoch – **Assistant Secretary**

Cities of Richardson and University Park; Towns of Addison and Highland Park

Gary A. Slagel

Rick H. Stopfer, Patrick J. Kennedy, and Enrique A. MacGregor were absent.

Mark C. Enoch attended virtually via Teams; however, due to camera technical difficulties, his attendance could not be formally recognized.

Marc C. Abraham, Anthony Ricciardelli, and M. Nathan Barbera joined the meeting virtually via Microsoft Teams.

General Item(s)

1. **Pledge of Allegiance**
The pledge was conducted.
2. **Public Comments - Agenda Item Specific**
There were no public comments.

Individual Item(s):

Audit:

1. **Approval of Job Description for Chief Audit Officer**
Director Lopez moved to approve Resolution 260038, stating that the job description for the Chief Audit Officer, as shown in Exhibit 1 to this Resolution, is approved.
Secretary Garcia seconded, and the item was adopted unanimously.

Administration:

2. **Approval of Job Description for President & Chief Executive Officer**
Director Slagel moved to approve Resolution 260039, stating that the job description for the President & Chief Executive Officer, as shown in Exhibit 1 to this Resolution, is approved.
Director West seconded, and the item was adopted unanimously.
3. **Appointment of Interim President & Chief Executive Officer**
Director Slagel moved to approve Resolution 260040, stating that:

Section 1: David Leininger is appointed to serve as Interim President & Chief Executive Officer effective May 4, 2026, and until such time as the Board has appointed a permanent President & Chief Executive Officer.

Section 2: As Interim President & Chief Executive Officer, Mr. Leininger shall administer the daily operations of DART and have authority to contract up to the limits authorized by DART's enabling legislation of \$250,000 for personal service contracts and off-the-shelf items and \$100,000 for all other procurements without DART Board approval until a permanent President & Chief Executive Officer is appointed.

Section 3: The DART Board Chair or his designee is authorized to negotiate an employment agreement, including term, salary, and other benefits, with the Interim President & Chief Executive Officer.

Section 4: On April 3, 2026 (Resolution No. 260037), the Board approved a resolution appointing Gene Gamez as Acting President & Chief Executive Officer. That appointment will expire effective May 4, 2026, with the appointment of the Interim President & Chief Executive Officer.

Director West seconded, and the item was adopted unanimously.

Other Items

4. Public Comment – General

Speaker Name	City, State, or Employee	Topic
Mary Ann Haskins	Dallas, TX	HandiRide

5. Adjournment

There being no further business, the meeting adjourned at 4:41 p.m.



Briana Campbell
Secretary of the Board
/bc



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Customer Information Signage Services

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a three-year contract with two one-year options to Lawton Reprographic Centers, Inc., for Customer Information Signage Services [Contract No. C-2089906-01], for a total authorized amount not to exceed \$298,463, including the initial term and execution of options upon determination of satisfactory performance by Lawton and at the discretion of the Acting President & Chief Executive Officer or his designee.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Customer Information Signage Services is included in the Marketing Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$298,463 is included in both the Marketing Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this contract is to ensure all rail stations, transit centers, and passenger transfer locations display current maps and schedules.
- Customer Information Signage Services includes any signage that assists the customer in using DART public transit for trip planning and wayfinding. Information includes bus and rail departure schedules, route maps, system maps, and destination and station information.
- This contract will cover signage displayed on maxi and mini pylons located at all DART rail stations and transit/transfer centers, approximately 95 locations.
- Map and schedule inserts are updated for all major and minor service changes or other service adjustments.

- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability to position DART as first in mind.

PROCUREMENT CONSIDERATIONS

- On April 29, 2025, a Request for Proposals (RFP) notification was sent to firms for Customer Information Signage Services.
- This will be an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract for a term of three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was originally established in December 2024 at 15% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation.
- Lawton Reprographic Centers, Inc., the prime contractor, is a certified SBE firm, therefore, the goal has been met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2089906**

Contract Information

- A. Description:** Customer Information Signage Services
- B. Contractor:** Lawton Reprographic Centers, Inc.
- C. Contract Number:** C-2089906-01
- D. Contract Amount:** Not to exceed \$298,463
- E. Contract Type:** Indefinite Delivery/Indefinite Quantity (ID/IQ)
- F. Performance Period/Term of Contract:** Three years from the date of the Notice to Proceed
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** April 29, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** June 6, 2025 @ 2:00 P.M. (Central Time)
- D. Proposals Received:** Two
- E. Discussion of Proposal Evaluation Process:** The proposals were evaluated against following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposals evaluations:

Qualification of the Firm	150 Maximum Points
Qualification of the Staff	150 Maximum Points
Work Plan Work Management or Project Approach	200 Maximum Points
System Performance	200 Maximum Points
Price	300 Maximum Points
Total	1,000 Maximum Points

- F. Discussion of Unacceptable Proposals:** N/A

G. Proposal Scoring:

Firm Name	Base Price	Option 1	Option 2	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
Lawton Reprographic Centers, Inc	\$189,579	\$53,284	\$55,600	\$298,463	300	160	460	1
Thomas Printworks	\$351,462	\$90,382	\$96,648	\$538,492	166	87	253	2

H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: The price is fair and reasonable based on historical pricing, and comparison the Independent Cost Estimate (ICE).

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: N/A

Debarred/Suspended list: Not on the debarred /suspended list.

K. Protests Received: None

L. Determinations Required: None

Determination and Recommendation

Lawton Reprographic Centers, Inc., is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for Customer Information Signage Services

SBE Considerations

The goal for this contract was established in December 2024 at 15% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. Lawton Reprographic Centers, Inc., is a certified SBE firm, therefore, the goal has been met.

Summary of EEO-1 Report

Lawton Reprographic Centers, Inc. is located in Dallas, TX and employs 21 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	2	2	0	9	13	61.90%
FEMALES	0	0	2	0	6	8	38.10%
TOTAL	0	2	4	0	15	21	100%
PERCENTAGE	0.00%	9.52%	19.05%	0.00%	71.43%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Customer Information Signage Services

WHEREAS, DART utilizes several printing technologies to publish service information for the assistance of its riders and increase awareness; and

WHEREAS, this award is for Customer Information Signage Services; and

WHEREAS, Customer Information Signage Services assist DART in achieving its goals of disseminating DART information; and

WHEREAS, the purpose of this item is to give DART volume leverage in the procurement of customer information signage services; and

WHEREAS, a competitive sealed proposal procurement for a three-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options to Lawton Reprographic Centers, Inc., for Customer Information Signage Services [Contract No. C-2089906-01], for a total authorized amount not to exceed \$298,463, including the initial term and execution of options upon determination of satisfactory performance by Lawton and at the discretion of the Acting President & Chief Executive Officer or his designee.

Approval of Contract for Customer Information Signage Services

Prepared by: /s/ Jeamy Molina

Jeamy Molina
Executive Vice President/
Chief Communications Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Customer Schedule Printing

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a three-year contract with two one-year options to AC Printing LLC for customer schedule printing services [Contract No. C-2089794-01], in the amount of \$622,330, plus a contingency in the amount of \$77,670, for a total authorized amount not to exceed \$700,000, including the initial term and execution of options upon determination of satisfactory performance by AC Printing and at the discretion of the Acting President & Chief Executive Officer or his designee.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for customer schedule printing services is included in the Marketing Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$700,000 is included in both the Marketing Department's FY 2026 operating expense budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this item is to give DART volume leverage in the procurement of customer schedule printing services.
- DART uses a variety of printing formats to meet the requirements of various printing projects. The design, size, paper stock, and quantity vary depending on the project purpose.
- This contract will cover printing services for bus and rail schedules.

- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability to position DART as first in mind.

PROCUREMENT CONSIDERATIONS

- On April 28, 2025, a Request for Proposals (RFP) notification was sent to firms for Customer Schedule Printing Services.
- This will be a Firm Fixed Price Contract for three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was originally established in December 2024 at 15% M/WBE participation. A reanalysis was conducted in February 2026 and a Small Business goal was established at 5% SBE participation.
- AC Printing, LLC, the prime contractor, is a certified SBE firm, therefore, the goal is met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2089794**

Contract Information

- A. Description:** Customer Schedule Printing
- B. Contractor:** AC Printing, LLC
- C. Contract Number:** C-2089794-01
- D. Contract Amount:** Not to exceed \$622,330, plus a contingency in the amount of \$77,670, for a total Board-authorized amount not to exceed \$700,000
- E. Contract Type:** Firm Fixed Price Contract
- F. Performance Period:** Three (3) year base
- G. Options Available:** Two (2), one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** April 28, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** May 28, 2025 @ 5:00 PM (CST)
- D. Proposals Received:** Two

Firm Names

1. AC Printing, LLC
2. Finishing & Mailing Center, LLC

- E. Discussion of Proposal Evaluation Process:** Proposals were evaluated by a Source Evaluation Committee (SEC) using the following published criteria.

Technical Acceptability	700 Maximum
Price	300 Maximum
Total Points	1000 Maximum Points

- F. Discussion of Unacceptable Proposals:** N/A

G. Proposal Scoring:

Firm Name	3 Base Year Price	1 One-Year Option	2 One-Year Option	Base + Option Pricing	Technical Points (Max Points 700)	Price Points (Max Points 300)	Total Points	Rank
AC Printing, LLC	\$371,252	\$125,539	\$125,539	\$622,330	642	300	942	1
Finishing & Mailing Center, LLC	\$635,616	\$237,965	\$237,965	\$1,111,546	469	184	653	2

H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: Contract was competitively bid. Pricing is considered fair and reasonable based on historical pricing, and comparison to the independent cost estimate.

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Upon Award

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: N/A

Debarred/Suspended list: Not on the debarred /suspended list.

K. Protests Received: None

L. Determinations Required: None

Determination and Recommendation

AC Printing, LLC is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for Customer Schedule Printing

SBE Considerations

The goal for this contract was originally established in December 2024 at 15% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. AC Printing LLC, the prime contractor, is a certified SBE firm, therefore, the goal is met.

Summary of EEO-1 Report

AC Printing LLC is located in Euless, TX and employs 41 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM	WHITE	TOTAL	PERCENT
MALES	2	3	8	0	13	26	63.41%
FEMALES	5	0	8	0	2	15	36.59%
TOTAL	7	3	16	0	15	41	100%
PERCENTAGE	17.07%	7.32%	39.02%	0.00%	36.59%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Customer Schedule Printing

WHEREAS, DART utilizes several printing technologies to publish service information for the assistance of its riders and to increase awareness; and

WHEREAS, this award is for customer schedule printing services; and

WHEREAS, customer schedule printing services assist DART in achieving its goals of disseminating DART information; and

WHEREAS, the purpose of this item is to give DART volume leverage in the procurement of customer schedule printing services; and

WHEREAS, a competitive sealed proposal procurement for a three-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, sufficient funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options to AC Printing LLC for customer schedule printing services [Contract No. C-2089794-01], in the amount of \$622,330, plus a contingency in the amount of \$77,670, for a total authorized amount not to exceed \$700,000, including the initial term and execution of options upon determination of satisfactory performance by AC Printing and at the discretion of the Acting President & Chief Executive Officer or his designee.

Approval of Contract for Customer Schedule Printing

Prepared by: /s/ Jeamy Molina

Jeamy Molina
Executive Vice President/
Chief Communications Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒

Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Large Format Digital Printing Services

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a three-year contract with two one-year options to Lawton Reprographic Centers, Inc., for Large Format Digital Printing Services [Contract No. C-2089375-01], for a total authorized amount not to exceed \$699,462, including the initial term and execution of options upon determination of satisfactory performance by Lawton and at the discretion of the Acting President & Chief Executive Officer or his designee.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Large Format Digital Printing Services is included in the Marketing Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$699,462 is included in both the Marketing Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this item is to give DART volume leverage in the procurement of Large Format Digital Printing Services.
- DART uses a variety of printing formats to meet the requirements of various printing projects. The design, size, paper stock, and quantity vary depending on the project purpose.
- This contract will cover large-format printing services for corner markers, bus and rail interiors and exteriors, windscreens, banners, and signs, in addition to various customer information print materials and signs.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and

continuous improvement; and Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability to position DART as first in mind.

PROCUREMENT CONSIDERATIONS

- On April 9, 2025, a Request for Proposals (RFP) notification was sent to firms for Large Format Digital Printing Services.
- This is a Requirements contract for a term of three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was originally established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation.
- Lawton Reprographic Centers, Inc., the prime contractor, is a certified SBE firm, therefore, the goal has been met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2089375**

Contract Information

- A. Description:** Large Format Digital Printing Services
- B. Contractor:** Lawton Reprographic Centers, Inc.
- C. Contract Number:** C-2089375-01
- D. Contract Amount:** Not to exceed \$699,462
- E. Contract Type:** Requirements
- F. Performance Period/Term of Contract:** Three years from the date of the Notice to Proceed
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** April 9, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** May 13, 2025 @ 2:00 P.M. (Central Time)
- D. Proposals Received:** Six
- E. Discussion of Proposal Evaluation Process:** The proposals were evaluated against following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposals evaluations:

Qualification of the Firm or Past Performance	225 Maximum Points
Printing Capabilities	375 Maximum Points
Qualification of Staff or Project Personnel	100 Maximum Points
<u>Price</u>	<u>300 Maximum Points</u>
Total	1,000 Maximum Points

- F. Discussion of Unacceptable Proposals:** The proposals submitted by DMR One Source, LLC, Mountain Commercial Graphics, Sign PQ LLC, and PrintMailPro were determined to be technically unacceptable.

G. Proposal Scoring:

Firm Name	Base Price	Option 1	Option 2	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
Lawton Reprographic Centers, Inc.	\$419,953	\$139,742	\$139,767	\$699,462	299	405	704	1
Signarama	\$419,654	\$139,662	\$139,500	\$698,816	300	350	650	2

H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: The price is fair and reasonable based on historical pricing, and comparison the Independent Cost Estimate (ICE).

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: N/A

Debarred/Suspended list: Not on the debarred /suspended list.

K. Protests Received: None

L. Determinations Required: Competitive Sealed Procurement, Non-responsive Proposals, Failure to furnish items or information required to be submitted with the proposal.

Determination and Recommendation

Lawton Reprographic Centers, Inc. is a responsible offeror that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for Large Format Digital Printing Services

SBE Considerations

The goal for this contract was established in December 2024 at 15% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. Lawton Reprographic Centers, Inc., is a certified SBE firm, therefore, the goal has been met.

Summary of EEO-1 Report

Lawton Reprographic Centers, Inc. is located in Dallas, TX and employs 21 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	2	2	0	9	13	61.90%
FEMALES	0	0	2	0	6	8	38.10%
TOTAL	0	2	4	0	15	21	100%
PERCENTAGE	0.00%	9.52%	19.05%	0.00%	71.43%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Large Format Digital Printing Services

WHEREAS, DART utilizes several printing technologies to publish service information for the assistance of its riders and increase awareness; and

WHEREAS, this award is for Large Format Digital Printing Services; and

WHEREAS, Large Format Digital Printing Services assist DART in achieving its goals of disseminating DART information; and

WHEREAS, a competitive sealed proposal procurement for a three-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options to Lawton Reprographic Centers, Inc., for Large Format Digital Printing Services [Contract No. C-2089375-01], for a total authorized amount not to exceed \$699,462, including the initial term and execution of options upon determination of satisfactory performance by Lawton and at the discretion of the Acting President & Chief Executive Officer or his designee.

Approval of Contract for Large Format Digital Printing Services

Prepared by: /s/ Jeamy Molina

Jeamy Molina
Executive Vice President/
Chief Communications Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒

Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Large Format Offset Printing Services

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a three-year contract with two one-year options for Large Format Offset Printing Services in the total amount of \$950,000, including the initial term and execution of options upon determination of satisfactory performance by each vendor and at the discretion of the Acting President & Chief Executive Officer or his designee, to: 1) AC Printing LLC [Contract No. C-2089389-01], for a total authorized amount not to exceed \$456,566; and 2) Best Press, Inc. [Contract No. C-2089389-02], for a total authorized amount not to exceed \$493,434.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Large Format Offset Printing Services is included in the Marketing Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$950,000 is included in both the Marketing Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this item is to give DART volume leverage in the procurement of large-format offset printing services.
- DART uses a variety of printing formats to meet the requirements of various printing projects. The design, size, paper stock, and quantity vary depending on the project purpose.
- This contract will cover printing services for maps, publications, booklets, brochures, and posters, in addition to large print runs of various customer information print materials.

- These print formats require a 40-inch sheet-fed printing press capable of printing 6-8 colors, including UV printing inks, in addition to conventional printing inks, 4-color process, and spot. Print runs may be over 10,000 pieces and up to 125,000 per run and 26" x 40" sheet size.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability to position DART as first in mind.

PROCUREMENT CONSIDERATIONS

- On April 14, 2025, a Request for Proposals (RFP) notification was sent to firms for Large Format Offset Printing Services.
- This will be a Requirements contract for a term of three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation.
- AC Printing, LLC and Best Press, Inc., the prime contractors, are certified SBE firms; therefore, the goal has been met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractors' actual EEO-1 reports are available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2089389**

Contract Information

- A. Description:** Large Format Offset Printing Services
- B. Contractor(s):** AC Printing LLC & Best Press, Inc.
- C. Contract Number:** C-2089389-01 & C-2089389-02
- D. Contract Amount:** Not to exceed \$950,000
- E. Contract Type:** Requirements
- F. Performance Period/Term of Contract:** Three years from the date of the Notice to Proceed
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** April 14, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** May 8, 2025 @ 2:00 P.M. (Central Time)
- D. Proposals Received:** Two
- E. Discussion of Proposal Evaluation Process:** The proposals were evaluated against following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposals evaluations:

Qualification of the Firm	300 Maximum Points
Qualification of the Staff	150 Maximum Points
Work Plan	250 Maximum Points
<u>Price</u>	<u>300 Maximum Points</u>
Total	1,000 Maximum Points

- F. Discussion of Unacceptable Proposals:** N/A
- G. Proposal Scoring:**

Firm Name	Base Price	Option 1	Option 2	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
AC Printing LLC	\$303,953	\$76,308	\$76,305	\$456,566	300	555	855	1
Best Press, Inc.	\$318,339	\$87,548	\$87,547	\$493,434	284	509	793	2

H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: The price is fair and reasonable based on historical pricing, and comparison the Independent Cost Estimate (ICE).

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: N/A

Debarred/Suspended list: Not on the debarred /suspended list.

K. Protests Received: None

L. Determinations Required: None

Determination and Recommendation

AC Printing LLC and Best Press, Inc. are responsible offerors that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for Large Format Offset Printing Services

SBE Considerations

AC Printing, LLC

The goal for this contract was established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. AC Printing LLC, the prime contractor, is a certified SBE firm; therefore, the goal has been met.

Best Press, Inc.

The goal for this contract was established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. Best Press, Inc., the prime contractor, is a certified SBE firm; therefore, the goal has been met.

Summary of EEO-1 Reports

AC Printing LLC is located in Euless, Texas and employs 41 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	2	3	8	0	13	26	63.41%
FEMALES	5	0	8	0	2	15	36.59%
TOTAL	7	3	16	0	15	41	100%
PERCENTAGE	17.07%	7.32%	39.02%	0.00%	36.59%	100%	

Summary of EEO-1 Report

Best Press, Inc. is located in Addison, Texas and employs 117 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	1	12	0	62	75	64.10%
FEMALES	2	0	12	0	28	42	35.90%
TOTAL	2	1	24	0	90	117	100%
PERCENTAGE	1.71%	0.86%	20.51%	0.00%	76.92%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Large Format Offset Printing Services

WHEREAS, DART utilizes several printing technologies to publish service information for the assistance of its riders and increase awareness; and

WHEREAS, this award is for large-format offset printing services; and

WHEREAS, large-format offset printing services assist DART in achieving its goals of disseminating DART information; and

WHEREAS, the purpose of this item is to give DART volume leverage in the procurement of large-format offset printing services; and

WHEREAS, a competitive sealed proposal procurement for a three-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options for Large Format Offset Printing Services in the total amount of \$950,000, including the initial term and execution of options upon determination of satisfactory performance by each vendor and at the discretion of the Acting President & Chief Executive Officer or his designee, to:

Section 1: AC Printing LLC [Contract No. C-2089389-01], for a total authorized amount not to exceed \$456,566.

Section 2: Best Press, Inc. [Contract No. C-2089389-02], for a total authorized amount not to exceed \$493,434.

Approval of Contract for Large Format Offset Printing Services

Prepared by: /s/ Jeamy Molina

Jeamy Molina
Executive Vice President/
Chief Communications Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒

Board Meeting ☒

Attachments:

1. Contract Award Analysis
2. SBE Considerations

Voting Requirements:
Majority

DATE: April 28, 2026

SUBJECT: Approval of Contract for Small Offset Digital Printing Services

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a three-year contract with two one-year options for Small Offset Digital Printing Services in the total amount of \$1,075,000, including the initial term and execution of options upon determination of satisfactory performance by each vendor and at the discretion of the Acting President & Chief Executive Officer or his designee, to: 1) AC Printing LLC [Contract No. C-2089907-01], for a total authorized amount not to exceed \$462,474; and 2) Best Press, Inc. [Contract No. C-2089907-02], for a total authorized amount not to exceed \$612,526.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for small offset digital printing services is included in the Marketing Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$1,075,000 is included in both the Marketing Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this item is to give DART volume leverage in the procurement of small offset digital printing services.
- DART uses a variety of printing formats to meet the requirements of printing projects. The design, size, paper stock and quantity vary depending on the project purpose.
- This contract includes such examples as small-format short-run projects (invitations, internal print projects) as well as small-format and runs of various customer information print materials.

- Small offset digital printing requirements include, but are not limited to, printing projects that utilize up to a 13” x 19” sheet. Short to medium runs may include 100 to 20,000 pieces in each job.
- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 4: Seamless Mobility - Integrate mobility options to create a seamless travel experience defined by frequency and reliability to position DART as first in mind.

PROCUREMENT CONSIDERATIONS

- On April 14, 2025, a Request for Proposals (RFP) notification was sent to firms for Small Offset Digital Printing Services.
- This will be a Requirements contract for a term of three years with two one-year options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation.
- AC Printing, LLC and Best Press, Inc., the prime contractors, are certified SBE firms; therefore, the goal has been met.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractors' actual EEO-1 reports are available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2089907**

Contract Information

- A. Description:** Small Offset Digital Printing Services
- B. Contractor:** AC Printing LLC & Best Press, Inc.
- C. Contract Number:** C-2089907-01 & C-2089907-02
- D. Contract Amount:** Not to exceed \$1,075,000
- E. Contract Type:** Requirements
- F. Performance Period/Term of Contract:** Three years from the date of the Notice to Proceed
- G. Options Available:** Two, one-year options
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** April 14, 2025
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Proposal Receipt:** May 8, 2025 @ 2:00 P.M. (Central Time)
- D. Proposals Received:** Four
- E. Discussion of Proposal Evaluation Process:** The proposals were evaluated against following criteria by a Source Evaluation Committee (SEC) appointed to conduct proposals evaluations:

Qualification of the Firm	300 Maximum Points
Qualification of the Staff	150 Maximum Points
Work Plan	250 Maximum Points
<u>Price</u>	<u>300 Maximum Points</u>
Total	1,000 Maximum Points

- F. Discussion of Unacceptable Proposals:** Absolute Color Mailplex was determined to be technically unacceptable
- G. Proposal Scoring:**

Firm Name	Base Price	Option 1	Option 2	Base + Option Pricing	Price Points (Max Points 300)	Technical Points (Max Points 700)	Total Points	Rank
AC Printing LLC	\$406,494	\$27,990	\$27,990	\$462,474	296	618	914	1
Best Press, Inc.	\$505,992	\$53,267	\$53,267	\$612,526	263	511	774	2
Stone Shield Investments, LLC	\$700,040	\$231,274	\$231,259	\$1,162,573	300	420	720	3

H. Negotiation Memorandum: Available for review in the contract file.

I. Cost & Price Analysis: The price is fair and reasonable based on historical pricing, and comparison to the Independent Cost Estimate (ICE).

J. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Offer: Yes

Buy America Certification and/or Audit, if applicable: N/A

Debarred/Suspended list: Not on the debarred /suspended list.

K. Protests Received: None

L. Determinations Required: Competitive Sealed Procurement, Non-responsive Proposals, Failure to furnish items or information required to be submitted with the proposal.

Determination and Recommendation

AC Printing LLC and Best Press, Inc., are responsible offerors that achieved the highest scores considering technical and price factors. They have the capacity to perform this contract and are recommended for award.

Approval of Contract for Small Offset Digital Printing Services

SBE Considerations

AC Printing, LLC

The goal for this contract was established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. AC Printing LLC, the prime contractor, is a certified SBE firm; therefore, the goal has been met.

Best Press, Inc.

The goal for this contract was established in December 2024 at 20% M/WBE participation. A reanalysis was conducted in February 2026, and a Small Business goal was established at 5% SBE participation. Best Press, Inc., the prime contractor, is a certified SBE firm; therefore, the goal has been met.

Summary of EEO-1 Reports

AC Printing LLC is located in Euless, Texas and employs 41 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	2	3	8	0	13	26	63.41%
FEMALES	5	0	8	0	2	15	36.59%
TOTAL	7	3	16	0	15	41	100%
PERCENTAGE	17.07%	7.32%	39.02%	0.00%	36.59%	100%	

Summary of EEO-1 Report

Best Press, Inc. is located in Addison, Texas and employs 117 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	1	12	0	62	75	64.10%
FEMALES	2	0	12	0	28	42	35.90%
TOTAL	2	1	24	0	90	117	100%
PERCENTAGE	1.71%	0.86%	20.51%	0.00%	76.92%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Small Offset Digital Printing Services

WHEREAS, DART utilizes several printing technologies to publish service information for the assistance of its riders and to increase awareness; and

WHEREAS, this award is for small offset digital printing services; and

WHEREAS, small offset digital printing services assist DART in achieving its goals of disseminating DART information; and

WHEREAS, the purpose of this item is to give DART volume leverage in the procurement of small offset digital printing services; and

WHEREAS, a competitive sealed proposal procurement for a three-year contract with two one-year options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a three-year contract with two one-year options for Small Offset Digital Printing Services in the total amount of \$1,075,000, including the initial term and execution of options upon determination of satisfactory performance by each vendor and at the discretion of the Acting President & Chief Executive Officer or his designee, to:

Section 1: AC Printing LLC [Contract No. C-2089907-01], for a total authorized amount not to exceed \$462,474.

Section 2: Best Press, Inc. [Contract No. C-2089907-02], for a total authorized amount not to exceed \$612,526.

Approval of Contract for Small Offset Digital Printing Services

Prepared by: /s/ Jeamy Molina

Jeamy Molina
Executive Vice President/
Chief Communications Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for SmartDrive Operator Safety Subscription

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a five-year contract to SmartDrive Systems, Inc. [Contract No. C-2094951-01], for a SmartDrive Operator Safety Subscription, for a total authorized amount not to exceed \$1,650,800.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for SmartDrive Operator Safety Subscription is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$1,650,800 is included in both the Technology Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this contract is to renew the agency's subscription for Solera's SmartDrive program, which supports DART's safety management practices required by the Federal Transit Administration (FTA).
- This subscription enables the agency to capture and analyze data on operator behaviors, such as distracted driving and speeding, to identify and reduce operator-related risks, ensuring compliance with Federal safety standards.
- Renewing SmartDrive strengthens Operations' ability to train operators and deliver targeted coaching based on driving patterns.
- Approval of this contract renewal supports Agency Strategic Goal 3: Quality Service – Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

PROCUREMENT CONSIDERATIONS

- On January 28, 2026, a sole-source solicitation was sent to one firm.
- This will be indefinite delivery/indefinite quantity contract with a five-year term.
- SmartDrive Systems, Inc., is the sole provider for SmartDrive Operator Safety Subscription.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Sole Source)
Solicitation No. S-2094951**

Contract Information

- A. Description:** Contract for SmartDrive Operation Safety Subscription
- B. Contractor:** SmartDrive Systems, Inc.
- C. Contract Number:** C-2094951-01
- D. Contract Amount:** Not to exceed \$1,650,800
- E. Contract Type:** Indefinite Delivery / Indefinite Quantity
- F. Term of Contract:** Five years from the date of the Notice to Proceed
- G. Options Available:** N/A
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Determination of Responsibility**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Upon award
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.
- B. Negotiation Memorandum:** Available for review in the contract file.
- C. Cost & Price Considerations:** The price is fair and reasonable based on previous services purchased by DART and the Independent Cost Estimate (ICE).
- D. Protests Received:** None
- E. Determinations Required:** Sole Source F&D – Service uses proprietary software.

Determination and Recommendation

SmartDrive Systems, Inc., is a responsible contractor, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for SmartDrive Operator Safety Subscription

SBE Considerations

Due to the intellectual rights and proprietary nature of this procurement, it is recognized as non-eligible for goal setting per the deviation to DART's Procurement Regulations regarding Software Licenses and Maintenance Agreements.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for SmartDrive Operator Safety Subscription

WHEREAS, the purpose of this contract is to renew the subscription for Solera's SmartDrive program, which supports DART's safety management practices required by the Federal Transit Administration (FTA); and

WHEREAS, this subscription enables the agency to capture and analyze data on operator behaviors, such as distracted driving and speeding, to identify and reduce operator-related risks, ensuring compliance with federal safety standards; and

WHEREAS, renewing SmartDrive strengthens Operations' ability to train operators and deliver targeted coaching based on driving patterns; and

WHEREAS, a noncompetitive procurement for a five-year contract was conducted in accordance with DART Procurement Regulations; and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a five-year contract to SmartDrive Systems, Inc. [Contract No. C-2094951-01], for the SmartDrive Operator Safety Subscription, for a total authorized amount not to exceed \$1,650,800.

Approval of Contract for SmartDrive Operator Safety Subscription

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements:
Majority

DATE: April 28, 2026

SUBJECT: Approval of a Third Interlocal Agreement between Dallas Area Rapid Transit and Citibus (Lubbock) for GoPass® Application Licensing

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to execute a third interlocal agreement (ILA), substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Citibus for licensing of the GoPass® mobile app for a base term of one year.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This ILA will generate revenue for DART in partnership with Kuba Denmark ApS (Kuba). DART has a contractual relationship with Kuba, and Kuba develops, maintains, and hosts the system and provides support services as defined in the Service Level Agreement (SLA).
- As detailed in the ILA, Citibus's payments for GoPass licensing total approximately \$67,000 over one year, including \$48,000 in licensing fees and a 2% revenue share. Per DART's agreement with Kuba, DART and Kuba will receive \$27,000 and \$36,000, respectively.

BUSINESS PURPOSE

- GoPass is a nationally recognized mobile ticketing and scheduling application in use by 13 transit agencies across the U.S. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to product quality for DART riders.
- On June 8, 2021 (Resolution No. 210076), the Board authorized an ILA with Citibus for a six-month pilot to begin application development while finalizing a long-term licensing agreement, which the Board subsequently approved on December 14, 2021 (Resolution No. 210176) for a term of four years, ending in February 2026.
- The purpose of this new agreement is to continue sub-licensing the GoPass platform to Citibus on a tenant basis with updated terms and pricing.

- The ILA also includes optional features and on-demand work that Citibus may activate at any time within the term. DART will prorate any additional costs for those options to align with an annual billing schedule.
- Ongoing licensing and maintenance fees from Citibus will support GoPass' successful continued operation by covering expenses incurred by DART, including hosting, maintenance, and SLA licensing costs.
- Approval of this item supports Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by frequency and reliability that positions DART as first-in-mind; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional and economic mobility asset.

LEGAL CONSIDERATIONS

Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, authorize DART to contract or agree with another local government to perform functions in which the contracting parties are mutually interested.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

**Approval of a Third Interlocal Agreement between Dallas Area Rapid Transit and Citibus
(Lubbock) for GoPass® Application Licensing**

WHEREAS, Dallas Area Rapid Transit (DART) has a contractual relationship with Kuba Denmark ApS (Kuba), which develops, maintains, and hosts the system and provides support services as defined in the service level agreement; and

WHEREAS, on June 8, 2021 (Resolution No. 210076), the Board authorized an interlocal agreement (ILA) with Citibus for a six-month pilot to begin application development while finalizing a long-term licensing agreement; and

WHEREAS, on December 14, 2021 (Resolution No. 210176), the Board authorized an ILA with Citibus to license the GoPass mobile app for a term of four years, which ended in February 2026; and

WHEREAS, DART and Citibus have entered discussions for a new ILA to incorporate updated terms and pricing; and

WHEREAS, DART is authorized to enter this agreement through the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code; and

WHEREAS, approval of this ILA for GoPass mobile app licensing will generate revenue for DART, including a one-time setup fee, annual fees for hosting and maintenance, a service level agreement, recurring credit card fees, and gateway interchange fees.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to execute an interlocal agreement, substantially in the form shown as Exhibit 1 to the Resolution and subject to legal review, with Citibus for licensing of the GoPass® mobile app for a base term of one year.

**Approval of a Third Interlocal Agreement between Dallas Area Rapid Transit and Citibus
(Lubbock) for GoPass® Application Licensing**

Prepared by: /s/ Jamie Adelman
Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Joycell Hollins
Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez
Gene Gamez
Acting President &
Chief Executive Officer

INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE

This agreement ("Agreement") is between the City of Lubbock acting by and through CitiBus (CitiBus), located at (801 Texas Ave, Lubbock, TX 79401) and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Avenue, Dallas TX 75202 (each herein referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs CitiBus's Use (defined below) of a certain mobile ticketing application, generally referred to as "GoPass®", limited as set forth herein.

WHEREAS, DART has a contractual relationship with Kuba ApS ("Kuba"). Kuba maintains, develops and hosts the System and provides support services as defined in the Service Level Agreement ("SLA"); and

WHEREAS, CitiBus desires, under the terms of this Agreement to access and utilize the System; and

WHEREAS, DART and CitiBus are authorized to enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.**

- a. "Acceptance", as used herein, means the act of an authorized representative of CitiBus who approves specific services, as partial or complete performance of this Agreement.
- b. "App" or "Application" means the customer facing aspects of the System.
- c. "Back Office" means the portion of the System which administers and supports the Application.
- d. "Confidential Information" means all information relating to the System, including the results of any testing performed under this Agreement. Confidential Information is made up of proprietary and trade secret information.
- e. "Correction," as used herein, means the elimination of a defect.
- f. "Documentation" means the System technical manuals, training materials, specifications or other documentation applicable to the System software provided to CitiBus by DART.
- g. "Licensor" means Kuba ApS. Kuba ApS may also be referred to as "Kuba" throughout this Agreement.
- h. "System" means the mobile ticketing application, the software, and the Back Office related to GoPass and any Upgrades made available hereunder to CitiBus by DART.

- i. "Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.
 - j. "Use" or "Using" means to download, install, activate, access, or otherwise use the System.
2. **ACCEPTANCE OF TERMS.** By signing this Agreement, CitiBus agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of CitiBus and DART represent he or she has signing authority. If the undersigned does not have such authority, CitiBus may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date CitiBus received the software.
3. **LICENSE. CONDITIONS. AND OWNERSHIP.**
- a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants CitiBus a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for CitiBus's internal operations, in accordance with the Documentation, and within CitiBus's existing service area. CitiBus is solely responsible for the consequences of CitiBus's Use including, without limitation, obtaining any, and all permits, licenses and other regulatory or other approvals required for such Use. CitiBus hereby accepts all responsibility for such Use at CitiBus's sole risk. The System software provided to CitiBus hereunder may contain open-source software, subject to separate license terms made available with the software or Documentation.
 - b. CitiBus' license is valid solely for the Term or period of time specified below in Section 14 hereof. CitiBus's right to Use the System software begins on the date the software is made available to CitiBus for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.
 - c. CitiBus is solely responsible for: (a) selecting the appropriate software and equipment for use in CitiBus's operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of CitiBus's operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets CitiBus's requirements. CitiBus assumes all risks arising from its evaluation of the System, related software and Documentation.
 - d. The license granted hereunder is conditioned upon CitiBus's payment to DART when due of the then-current one-time and recurring fees (individually, a "Fee" and collectively "Fees") as well as any other applicable fees (all Fees dues hereunder, collectively "License Fees") for the license granted herein, as set forth in Exhibit A.
 - e. Upon termination of the SLA for the software provided, and in the absence of an alternate written agreement for maintenance services for the software, this Agreement will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and CitiBus shall have no further right to Use the

System in any way. DART shall provide CitiBus notice within 30 days prior to termination of the SLA. CitiBus acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART, Licensor, and any third parties with rights in and to the System.

- f. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. CitiBus's right to use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. CitiBus hereby covenants that it will not challenge DART's or Kuba's rights to or ownership of the System (including derivatives and improvements), any DART, Kuba, or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART's or Kuba's interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART or Kuba in and to any of the foregoing.
4. **INVOICES.** Invoices for License Fees shall be issued as provided in Exhibit A and payment is to be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by CitiBus for no more than thirty (30) days shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.
5. **LIMITATIONS AND RESTRICTIONS.** CitiBus shall not and will not authorize a third party to:
- a. transfer, sublicense, or assign CitiBus's rights under this license to any other person or entity, unless expressly authorized by DART and Kuba in advance in writing;
 - b. modify, adapt or create derivative works of the System software or Documentation;
 - c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;
 - d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART and Kuba in advance in writing;
 - e. use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART and Kuba in advance in writing;
 - f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or
 - g. take or permit any act that would in any way impair the rights of DART and Kuba in the

System.

6. **DART RESPONSIBILITIES.**

- a. **Communication.** DART shall identify a project representative to coordinate all communication with CitiBus regarding this Agreement. CitiBus shall not communicate with DART's licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which is executed by Kuba and which sets out services to be provided to CitiBus by Kuba.
- b. **Tickets.** DART shall incorporate or cause to be incorporated, CitiBus ticket types, pricing, logo and service marks into the App and make the CitiBus tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to CitiBus.
- c. **Refunds.** As part of resolving customer complaints, DART may make refunds to CitiBus customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is \$15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to CitiBus customers shall require the approval of CitiBus. Refunds by DART shall be processed electronically with CitiBus funds accessed through the Back Office.
- d. **Back Office.** DART shall provide or cause to be provided to CitiBus a portal to a portion of the Back Office to access CitiBus data. CitiBus data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.
- e. **App Stores.** DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to CitiBus.
- f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to CitiBus without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Kuba or each other.

7. **CitiBus RESPONSIBILITIES.**

- a. **Communication.** CitiBus shall identify a project representative to coordinate all communication with DART regarding this Agreement.
- b. **Back Office.** To the extent currently available, and as may be further available during the Term of this Agreement, CitiBus shall be responsible for modifying CitiBus's user interfaces that are available for sale in the App using tools available in the Back Office. It shall be CitiBus's responsibility to ensure that the data entered is accurate, either by direct data entry when available to CitiBus, or by consistent and diligent review when direct data entry is not available to CitiBus. DART assumes no responsibility for the accuracy of CitiBus's data.
- c. **Tickets.** Until CitiBus has obtained direct access for data entry, CitiBus shall provide

information about the user interfaces (ticket type and price) that it desires to be made available through the App. CitiBus shall notify DART in writing of changes in such information.

8. **WARRANTY.**

Kuba warrants that the System provided under this Agreement will be free from defects in workmanship and will conform to requirements of this Agreement. CitiBus shall provide written notice to DART of any defect or nonconformance of the System to be addressed by Kuba. This notice shall state whether CitiBus requests or requires Correction of such defect or shall indicate that CitiBus does not require correction. If Kuba is required to correct or reperform, it shall be at no cost to CitiBus and Correction provided by Kuba shall be subject to the terms of this Agreement to the same extent as work initially performed.

The System does not include fail-safe control functionality and is not designed, manufactured, intended, nor authorized to be used to provide fail safe functionality and is not licensed for use in the operation of transportation navigation systems, transportation communication systems, traffic control facilities or electrical facilities or for any other use in which the failure of the System, System software or any component thereof could lead to death, personal injury, physical, environmental, property or financial damage. The System software is provided "as is" and DART and Kuba expressly disclaims all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. DART and Kuba does not warrant that the System or System software will operate uninterrupted or error-free or that all errors will be corrected. DART and Kuba does not warrant that the System or system software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

9. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** In no event will DART and Licensor be liable for the following, regardless of the theory of liability, or whether arising out of the Use or inability to Use the System, System software, contract, warranty, tort (including negligence), product liability or: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. DART and Licensor also disclaims any and all responsibility for costs that may be incurred by CitiBus resulting from downtime of the Payment Service Provider's services. Liability, if any, of DART, Licensor, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to CitiBus, whether based in warranty, contract, tort (including any level of negligence), or any other theory, if available at all, shall not exceed the License Fees paid by CitiBus to DART in the twelve (12) months preceding the claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law. DART in no way intends to nor shall be deemed to herein or by performing hereunder to have waived any governmental immunity, defenses or limitations on liability available to DART under Texas or any other applicable law. CitiBus HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EXHIBITS AND THE PRICES AND OTHER CHARGES CONTEMPLATED HEREIN, ARE BASED UPON THE LIMITED WARRANTY, LIMITATIONS OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION PROVISIONS SET FORTH HEREIN, AND THAT DART WOULD NOT HAVE ENTERED

INTO THIS AGREEMENT OR GRANTED CitiBus THE RIGHTS SET FORTH HEREIN IN THE ABSENCE OF ANY OF THESE PROTECTIONS AND PROVISIONS.

10. **UPGRADES AND ADDITIONAL COPIES OF SOFTWARE.**

Notwithstanding any other provision of this Agreement, CitiBus is not permitted to use Upgrades unless CitiBus, at the time of acquiring such Upgrade:

- a. already holds a valid license for the original version of the relevant System software, is in compliance with such license, and has paid DART the applicable License Fee for the Upgrade;
- b. limits CitiBus's Use of Upgrades or copies to Use on devices CitiBus owns or leases; and
- c. unless otherwise provided in the Documentation, makes and uses additional copies solely for backup purposes, and which backup is limited to archiving for restoration purposes.

11. **TOKEN SHARING AGREEMENT.** The Token Sharing Agreement governing certain payment procedures and protocols, attached hereto as Exhibit B, and incorporated herein for all purposes, will simultaneously be executed by the Parties upon execution of this Agreement.

12. **SERVICE LEVEL AGREEMENT.** Terms for the Service Level Agreement ("SLA") are included in Exhibit C. DART and Kuba have certain responsibilities for performing troubleshooting activities and support for CitiBus as detailed in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Kuba is solely responsible for maintaining GoPass service availability and responsible for any penalties related to any deficiencies in SLA performance as set out in Exhibit C. Notwithstanding the foregoing, certain service incidents shall also be reported to DART as set out in Exhibit C.

13. **AUDIT.** During the Term hereof and for a period of three (3) years after its expiration or termination, CitiBus will take reasonable steps to maintain complete and accurate records of CitiBus's use of the System and System software sufficient to verify compliance with this Agreement. Within a reasonable period following a written request from DART, not more than once annually, CitiBus will certify accurate counts regarding CitiBus's Use of the System software. If the certified count discloses underpayment of License Fees, CitiBus will promptly pay such License Fees to DART, plus an interest rate of five percent (5%) per annum on unpaid sums.

14. **TERM AND TERMINATION.** This Agreement shall commence on the date it is last executed by a Party and shall remain effective for ONE (1) year thereafter ("Initial Term"), unless earlier terminated as set forth herein. Either Party may terminate this Agreement at any time by providing six (6) months advance written notice to the other Party. This Agreement will terminate at DART's discretion and upon written notice from DART if CitiBus breaches its terms, or if CitiBus fails to pay any portion of the License Fees as required herein and CitiBus fails to cure that breach or non-payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement

and/or the license grant, CitiBus shall cease Use of the System and shall destroy all copies of System software in CitiBus's possession or control.

15. **TRANSFERABILITY.** This Agreement may not be assigned without the prior written consent of the other Party, which may be withheld for any reason. Notwithstanding the foregoing, either Party may transfer this Agreement, upon reasonable, and no less than thirty days, advance written notice to the other Party, to a wholly owned-subsidiary of the transferring Party; and DART may transfer this Agreement to a party approved by the DART Board of Directors.

CitiBus may not transfer or assign these license rights to another person or entity without DART's advance written approval. Any attempted transfer or assignment in violation of the foregoing shall be void and of no effect.

16. **SURVIVAL.** Sections 3(f), 5, 8, 9, 10, 13, 15, 17, 18, 19, 20, 21, 22, and 23 shall survive termination or expiration of this Agreement.

17. **CONFIDENTIALITY.** Subject to applicable statutory requirements, including any legal requirements under the Texas Public Information Act and any other applicable open records requirements, each Party shall keep such Confidential Information provided by the other confidential and shall not use the Confidential Information for the benefit of any third party or in violation of the terms of this Agreement. Except as required by applicable law, CitiBus shall not disclose such information to any other person or entity, except to employees who require access to such information in order to use the System as contemplated herein, and then only after obtaining an agreement from said employees to keep the Confidential Information confidential to the same extent as required herein. CitiBus may only use the Confidential Information as necessary to exercise the rights expressly granted hereunder. Subject to applicable law, including applicable records retention requirements, upon expiration or termination of this License, Each Party shall destroy all Confidential Information learned or received from the other and provide written certification of same signed by an officer of that Party. Except when disclosure is required by law each Party shall be responsible for ensuring that any third party receiving Confidential Information from such Party shall comply with the confidentiality and non-disclosure terms herein and shall be responsible for any breach thereof by any third party. Any breach of the provisions of this Section is a breach of this Agreement and may cause irreparable harm to the non-breaching Party who shall be entitled to receive injunctive or equitable relief, in addition to all other available legal remedies.

18. **RELEASE.** CitiBus hereby unconditionally and irrevocably releases and discharges DART AND LICENSOR AND THEIR EMPLOYEES, DIRECTORS, CONTRACTORS, SUPPLIERS, AND LICENSORS (collectively, the "DART Parties") from any and all loss, claim, damage or other liability associated with, arising from or related to CitiBus's evaluation, access, or Use of the System, System software or Documentation, and to the extent allowed by law, hereby agrees to indemnify, defend and hold DART and the DART Parties harmless against any such liability, including without limitation, any liability resulting from DART's negligence at any level.

19. **OTHER REMEDIES.** Nothing contained herein shall limit any remedies that either Party may have for default under this Agreement, nor relieve either Party of any of its obligations incurred prior or after to termination of this Agreement.

20. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.
21. **INTEGRATION AND SEVERABILITY.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to CitiBus and any other related matter and supersedes any conflicting or additional terms contained in any other agreement, any request for proposal or other proposal, purchase order or elsewhere, all of which terms are excluded.
22. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been (or had the opportunity to be) represented by competent counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by CitiBus.
23. **REGISTERED TRADEMARKS.** CitiBus acknowledges that “DART”, the DART logo and “GoPass” are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.
24. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or CitiBus relationship.
25. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.
26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party's address as set out below:

DART: Dallas Area Rapid Transit
 1401 Pacific Avenue
 Dallas, Texas 75202
 Attention: President & Chief Executive Officer

CitiBus: CitiBus

801 Texas Ave
Lubbock, TX 79401
Attention: General Manager

27. **COUNTERPARTS.** This Agreement may be entered into in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple originals, effective as of the date last signed by a Party.

DALLAS AREA RAPID TRANSIT

CITIBUS

By: _____
Nadine S. Lee
President & Chief Executive
Officer

By: _____
Mark McBrayer
Mayor, City of Lubbock

Date: _____

Date: _____

Exhibits to Agreement. Exhibits B and C to be executed simultaneously with this Agreement.

Exhibit A Pricing & Feature Scope

Exhibit B Token Sharing Agreement

Exhibit C Service Level Agreement

DART and CitiBus ILA Agreement

Exhibit A: Pricing & Feature Scope

GoPass Application Services - Delivery

Overview: Setup, implementation, licensing, hosting, support and maintenance of CitiBus instance within the GoPass application and all key features of the native GoPass application. One-time fees are to be incurred upon a payment milestone schedule in accordance with expected delivery dates for features. Operational fees and charges are to be paid on a recurring basis to commence on the date of signing of ILA between DART and CitiBus.

Setup and Implementation Fees

GoPass Tenant Application

-Setup and Implementation Fee

Activation: \$0

Contractor Transactional Fees

Revenue Share Fee:

2% of App Revenue

Revenue Share is calculated and charged upon ticket purchases made in App and back office derived ticket purchases and issuances of passes.

Operational Fees and Charges

Hosting Fees

Annual: \$48,000

Includes platform license, maintenance, hosting, support, and SLA fees. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this summary commencing from base rate in 2025.

Credit Card Interchange Fees and Gateway Fees:

3% Surcharge

Credit card interchange fees and gateway fees will be incurred IF CitiBus allows DART to process transactions on behalf of CitiBus. If CitiBus elects to contract with Bank of America directly, these fees will be directly incurred by CitiBus.

Optional Extension Years:

At the end of the Initial Term this Agreement will automatically renew for FOUR (4) additional one (1) year terms (each a "Renewal Term") unless earlier terminated as set forth herein. The following fees will apply at the same rates as the base contract for optional extension years:

Contractor Transactional Fees:

2% of App

Revenue

Hosting Fees:**Annual: \$48,000****Credit Card Interchange Fees and Gateway Fees:****3% Surcharge**

Credit card interchange fees and gateway fees will be incurred IF CitiBus allows DART to process transactions on behalf of CitiBus. If CitiBus elects to contract with Bank of America directly, these fees will be directly incurred by CitiBus.

If CitiBus has elected for any Optional Features with recurring fees, these fees will also still apply during option year periods, should those optional years be elected.

Standard Features Included

- Trip Planning – Live Journeys, Routes, Stops
- Buy Passes – Area & Ticket type Fare Structure
- GoPass Wallet
- Rider Service Alerts & Pop-up Messaging
- Affiliate Partner Program - Standard
- Events & Points of Interest – Standard
- Cash-to-Mobile
- GoPass Back Office

These features are included as Standard within CitiBus GoPass instance as described in the pricing summary sheet.

Optional Features & On-Demand Work

Requested Features

All optional features listed below were requested and acknowledged by CitiBus in the pricing summary sheet, and may be optionally activated at a time of CitiBus's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

Micro-transit Integration

Activation Fee & Setup of Zones
Maintenance Cost for Service Integration

Activation: \$0
Annual: \$15,000

The fee for activation and setup of zones assumes configuration of a standard on-demand solution with Spare, Via Transportation, or RideCo, utilizing the functionalities already available in the platform and without the need for any extra development. The price includes up to 50 hours of configuration work.

Premium SLA Enhanced Support

Activation: \$0
Annual: \$0

Options Subtotal: \$15,000
Setup & Hosting Subtotal: \$48,000
Revenue Share: 2%
Total: \$63,000

Available Features

All optional features listed below are available to CitiBus and may be optionally activated at a time of CitiBus's choosing. We will pro-rate the first year's 'Annual' fees to align the ongoing billing sequence to the annual billing of mandatory licensing fees.

Microtransit – Distance-Based Pricing

One-time, Shared Development Fee

Development: \$20,000

Paratransit Integration

One-time, Shared Development Fee

Development: \$12,000

Activation Fee & Setup of Zones

Activation: \$14,500

Maintenance Cost for Service Integration

Annual: \$8,700

Currently available with RideCo. & Spare. Via is under consideration by existing partner agencies.

Affiliate Partner Program – Self-Enrollment

One-time, Shared Development Fee

Development: \$10,000

Activation: \$10,150

Annual: \$8,700

Elerts See Say Something SDK Integration

Activation: \$5,000

Annual: \$2,400

Trip Planner Website Tool Only

Activation: \$12,000

Annual: \$16,000

Events w/ 3rd Party Ticket Sales

One-time, Shared Development Fee

Development: \$10,000

Activation: \$0

Annual: \$10,750

Genfare Barcode Integration

Activation: \$22,500

Annual: \$15,300

Light OnDemand Integration

Activation: \$4,500

Annual: \$4,500

The Fee for Activation and Setup of Zones assumes configuration of a light-OnDemand solution with Circuit of similar service, utilizing the functionalities already available in the platform

Ticketing Website Tool Only

**Activation: \$12,000
Annual: \$16,000**

Trip Planner + Ticketing Website Tools

**Activation: \$16,000
Annual: \$24,000**

Additional Language Translations

Activation: \$7,200

Vehicle Occupancy

Activation: \$14,400

Extra GTFS, GBFS Feed

Activation: \$3,600

Chatbot

**Activation: \$6,000
Annual: \$13,200**

Additional Work Fees on On-Demand Basis

Should CitiBus require additional development in support of their objectives, this work can be obtained from Kuba with DART's permission and coordination at the following rates. These rates are subject to an indefinite annual rate escalation of 3% per annum from date of this agreement commencing from base rate in 2025:

Vendor Hourly Rate

Hourly: \$200

Includes services such as: Testing, Program Management, Training Development, Project Management, Field Technician Services, Software and System Engineering, and Project Engineering.

CitiBus ILA Agreement – Exhibit B – CitiBus Token Sharing Agreement

This agreement (“Agreement”) is between the City of Lubbock acting by and through CitiBus (CitiBus), located at 801 Texas Ave, Lubbock, TX 79401 and Dallas Area Rapid Transit (“DART”), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each referred to as a “Party” and collectively referred to as the “Parties”). The Agreement governs the CitiBus’s public transportation provider, CitiBus, Use (defined below) of a certain mobile ticketing application, generally referred to as “GoPass®”, limited as set forth herein

WHEREAS, the Parties have entered into an Interlocal Agreement dated simultaneously herewith to provide mobile ticketing services in order to allow CitiBus to access and utilize GoPass mobile ticketing products; and

WHEREAS, to facilitate payment processing, the Parties desire to enter into this Agreement regarding certain data sharing.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

1.00 DEFINITIONS

- 1.01. “Token” means unique identification symbols that identify a credit card number of a User (defined below).
- 1.02. “Service Provider” means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations (“Tokens”).
- 1.03. “User” means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.
- 1.04. “Kuba” means Kuba ApS,.

2.00 SHARING OF TOKENS

- 2.01. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide CitiBus with a Token to be used for future transactions with the User.
- 2.02. A Token may be shared between Parties or with Kuba or another contractor of DART.
- 2.03. The Parties will not receive any payment for sharing Tokens.

3.00 RIGHTS IN DATA

- 3.01. This Token Sharing Agreement (“Agreement”) shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that Party with the other Party or with a third party.

- 3.02. Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.

4.00 **TERM, WITHDRAWAL AND TERMINATION**

This Agreement shall be effective as of the date last signed by a Party and shall remain effective for the duration of and be conterminous with the Interlocal Agreement between DART and CitiBus dated of even date herewith (the "ILA") governing the use of GoPass

5.00 **MISCELLANEOUS PROVISIONS**

- 5.01. Liability. It is understood and agreed between the Parties that each Party shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to another Party for any negligent act or omission in connection with this Agreement. If injury, financial, or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available, including governmental immunity. No provision herein shall be deemed a waiver of any defense by any Party.
- 5.02. Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or CitiBus relationship between the Parties. No Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- 5.03. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party being asked to consent.
- 5.04. Amendments to Agreement. No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.
- 5.05. Severability. If any provision of this Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted from this Agreement, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- 5.06. Choice of Laws and Venue. This Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.
- 5.07. Counterparts. This Agreement may be executed in multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 5.08. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement, shall survive termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

DALLAS AREA RAPID TRANSIT

CITIBUS

By: _____
Nadine S. Lee
President & Chief Executive Officer

By: _____
Mark McBrayer
Mayor, City of Lubbock

Date: _____

Date: _____

CitiBus ILA Agreement – Exhibit C – Service Level Agreement

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1.00 PURPOSE

This document represents a Service Level Agreement ("SLA") between a legal entity of the Kuba Group ("Kuba ApS"), Dallas Area Rapid Transit ("DART") and CitiBus for IT services required to support and sustain the System as provided to CitiBus.

DART and Kuba are collectively referred to as "Vendor" in this SLA.

Kuba is solely responsible for GoPass service availability and for any availability penalties in accordance with Table 4.

DART's responsibility under this SLA is limited to assistance in Technical Support and remediation of incidents reported to DART within DART business hours. Any and all other obligations and liabilities under this SLA are obligations of Kuba.

This Agreement remains in effect until superseded by a revised agreement mutually endorsed by Kuba, DART and CitiBus or terminated as set forth herein. This Agreement is coterminous with the Interlocal/Sublicensing Agreement (the "ILA") between DART and CitiBus dated of even date herewith.

2.00 SERVICE LEVELS

Kuba offers two (2) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for CitiBus from time to time, unless otherwise specified.

Table 1 Service Levels

Service Levels	Description
Standard	Access to Vendor's technical support services within Vendor's business hours.
Premium	Same as <i>Standard</i> plus additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events*

** As defined in Tables 5a to 5c below.*

CitiBus will be provided "Standard" service level. "Premium" service level can be procured at an extra cost as reflected in the price to CitiBus in the ILA.

Vendor's business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and Decembers 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

3.00 HOSTED BACK END SERVICE AVAILABILITY

Availability of the hosted services is measured on a quarterly basis, recognized as 1st quarter (January through March), 2nd quarter (April through June), 3rd quarter (July through September) and 4th quarter (October through December) of the calendar year.

Table 2 Uptime

Service Level	Agreed Availability	Period
Standard	≥ 99,50%	Per quarter
Premium	≥ 99,90%	Per quarter

Availability Calculation

Service Availability is measured in percentages and calculated as follows:

$$\text{Service Availability (\%)} = \frac{\text{Agreed Service Time} - \text{Downtime}}{\text{Agreed Service Time}} \times 100$$

Agreed Service Time herein means 24 hours a day, 7 days a week, 365 days a year. For example, 2nd quarter has an Agreed Service Time of 2,184 hours.

Downtime is defined as the percentage of time for which the hosted business critical service(s) is/are down. All types of breakdown/incidents, irrespective of reason, caused by payment providers, telecoms operators, telecoms companies, energy supply companies and any third party services are not considered as “Downtime” as defined herein. Service windows announced in accordance with the SLA are not considered Downtime. Any downtime caused by CitiBus that affects the software and the systems without Kuba’s prior approval is not considered Downtime.

3.1 SERVICE WINDOWS

Service windows related to necessary system changes and maintenance will be made outside normal working hours as set forth in Table 3. Kuba reserves the right to extend the service windows for Premium level (01.00-05.00) if server/networks installations and system restructuring are required. A temporary extension of hours will not be considered downtime.

Table 3 Service Windows

Service Level	Service Windows
Standard	18.00 – 08.00 (Business Days)
	22.00 – 06.00 (one day a week)
Premium*	02.00 – 04.00 (one day a week)

**For Premium level: All regular and extended service windows are notified by Kuba email. All regular service windows are notified one day in advance and extended service windows (01.00-05.00) are notified one week in advance.*

3.2 AVAILABILITY PENALTY

If system availability fails to comply with the applicable service level, CitiBus will be compensated by Kuba as set forth in Table 4. This compensation will appear in the monthly invoice to CitiBus.

Table 4 Availability penalty

Service Level	Availability Penalty
Standard	"Compensation value": None
Premium	"Compensation value": 10% of the monthly fixed SLA Charge for each absolute percentage discrepancy (However, no more than 50% of the monthly SLA fee)

Penalties cannot co-exist. Only the penalty with the highest compensation value will apply. The compensation value will be provided as a service credit.

4.00 INCIDENT MANAGEMENT

DART and Kuba will remedy reported incidents in accordance with the guidelines set forth in this SLA agreement.

P1 incidents within DART business hours: Within DART business hours, all P1 incidents must be reported to DART as set forth below:

email to GOPASS@dart.org
Phone to 214-907-3905

P1 incidents outside DART business hours: Outside DART business hours, all P1 incidents must be reported by phone as set forth below:

phone to +1-855-631-8909

P2-P4 incidents (DART business hours only): All P2-P4 incidents must be reported as set forth below:

email to GOPASS@dart.org Phone to 214-907-3905

Incidents are categorized in accordance with the following Tables 5a, 5b and 5c.

Table 5a Incident severity definitions

Severity category	Description
Critical	Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control

Severity category	Description
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High	Loss of service or functionality, which will degrade parts of the business services. Instability, large delays and periodic influences of the user experience.
Normal	Service partly degraded or parts of the Customer's whole service not available.

Table 5a Incident severity definitions (continued)

Severity category	Description
Low	Issues in a redundant element or incidents not critical for the business services.

Table 5b Incident impact definitions

Impact category	Description
Extensive	All end-users affected
Significant	A large number of end-users affected (more than 25% of end users)
Limited	A limited group of end-users affected (more than 5% and lower than 25% of end users)
Local	Very few or only one end-user affected

Table 5c Incident priority definitions

	Severity category			
Impact category	Critical	High	Normal	Low
Extensive	P1	P1	P2	P4
Significant	P1	P2	P3	P4
Limited	P2	P3	P3	P4
Local	P3	P3	P4	P4

4.1 INCIDENT REACTION TIMES

Troubleshooting begins as stated in Table 6a and 6b:

Table 6a Time specification for troubleshooting of incidents related to the hosted backend system

Incident category	Initiated troubleshooting
P1	Within 2 hours
P2	Within 4 business hours
P3	Within 2 business days
P4	Within 4 business days

Table 6b Time specification for troubleshooting of incidents related to the end-user client app

Incident category	Initiated troubleshooting
P1	Within 2 business hours
P2	Within 8 business hours
P3	Next (non-started) app release or max 90 calendar days unless otherwise agreed
P4	Will be monitored and recurring cases will be investigated in next (non-started) app release or within 180 calendar days unless otherwise are agreed

4.2 END-USER CLIENT APP BUGS

Vendor is not obligated to fix bugs on devices not running the latest OS release or the two (2) latest, major releases. Nor is Vendor obligated to fix bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 6. The reaction time is calculated from the time the incident is reported by e-mail until the first reply has been made to the Customer by e-mail or phone.

Table 7 Troubleshooting service level windows vs. incident categories

		Severity Category			
Service Level	System	Critical	High	Medium	Low
Standard	Backend system and end-user client app	Vendor Business Hours	Vendor Business Hours	Vendor Business Hours	Vendor Business Hours
Premium	Backend system and end-user client app	24 hours a day, 7 days a week, 365 days a year	Same as Standard		

5.00 TECHNICAL SUPPORT ENQUIRIES

In addition to reporting incidents and bugs as per above, CitiBus may make a number of cost-free support inquiries to DART (questions or requests for assistance per month), as set forth below.

Support inquiries shall be made by email to GOPASS@dart.org

Table 8 Technical support enquiries

Service Level	Technical support inquiries
Standard	4 support inquiries within business hours per month
Premium	12 support inquiries within business hours per month

Assistance over and above the amount in Table 8 will be invoiced in accordance with the support rates per initiated hour specified in Pricing Exhibit within the ILA. CitiBus will not be invoiced for any time spent unless CitiBus has been informed in advance.

6.00 REPORTING

For Premium level, CitiBus shall receive reports on a quarterly basis, recognized as 1st quarter, 2nd quarter, 3rd quarter and 4th quarter of the calendar year the following month.

The report is based on data from the internal monitoring systems and other internal data sources.

The report includes the following data:

- 6.1. Service availability
- 6.2. Overview of bug reports and inquiries processed in DART's service desk with open and closed status

If any P1 incidents occurs, an incident report will by request be created to CitiBus including affected services, root cause description and corrective actions.

7.00 HOSTING

To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the backend services are located in Public Cloud environment at Amazon Web Service in USA.

Kuba may decide to use a variety of services from our Public cloud provider to accommodate the agreed uptime and security level and data protection.

Both Kuba's Production and Staging environment will be located at the public cloud environment. Other environments, e.g. test setup, may be located at Kuba's Public cloud environment in Europe. No person related data will be transferred to these environments. Only some maintenance and administration tools may be used from our Private cloud environment in EU.

8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

Liability, if any, of DART and/or Kuba, and/or their affiliates, officers, directors, employees, agents, suppliers, to CitiBus, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the License Fees paid by CitiBus to DART in the twelve (12) months preceding any such claim. This limitation of liability is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

9.00 CUSTOMER'S SECURITY OBLIGATIONS

CitiBus's conduct may affect the operation of the systems. In order to guard against unauthorized access to the CitiBus's information and operation, services are protected by an access control function. This is predominately based on the use of a user ID and associated passwords where the passwords are known only by the user. A prerequisite for this protection to be effective is that, CitiBus contributes to maintaining its security protocols. All parties to include Kuba, DART and CitiBus undertake to inform one another of any irregularities of which they may become aware concerning data security, including any attempts to misuse or ascertained misuse of user ID and/or passwords.

CitiBus and DART are obliged to follow all third-party safety precautions and rules, preconditioned that the CitiBus is or should be familiar with the fact that third party components or services are used by the system. CitiBus is required to follow obligations under Texas and Federal law with respect to PII and sensitive personal information.

If the Customer's security obligations are not fulfilled, Kuba and DART's SLA obligations will become void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

DALLAS AREA RAPID TRANSIT

By: _____
Nadine S. Lee
President & Chief Executive Officer

Date: _____

CITIBUS

By: _____
Mark McBrayer
Mayor, City of Lubbock

Date: _____

KUBA ApS

By: _____

Date: _____



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachment: 1. DBE and M/WBE Programs Policy	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Amendments to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy

RECOMMENDATION

Approval of a resolution to: 1) amend DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy, including a name change to Business Enterprise Programs Policy, subject to legal review and as shown in Exhibit 1 to the resolution; and 2) pause DART's Minority and Woman-Owned Business Enterprise Program.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- These amendments to DART Board Policy I.04 have no financial impact on the approved budget or FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- DART currently operates three programs that serve our contracting business community: Disadvantaged Business Enterprise (DBE), Minority and Woman-Owned Business Enterprise (M/WBE), and Small Business Enterprise (SBE) programs.
- On August 11, 1987 (Resolution No. 870053), DART established a DBE program in accordance with 49 Code of Federal Regulation, Part 20, applicable to agencies receiving federal funds from the U.S. Department of Transportation (USDOT) through the Federal Transit Administration (FTA). As part of the same resolution, DART established its M/WBE program in accordance with applicable state law, currently Section 452.201 of the Texas Transportation Code, which authorizes a program that is reasonably designed to increase M/WBE participation in contract awards approved by the DART Board. The M/WBE program must be periodically reviewed for its effectiveness. The Board codified its DBE and M/WBE programs, as amended, in DART Board Administration Policy, I.04. (Resolution No. 990159).
- DART's SBE program was established in 2012 per new FTA guidance. The SBE program is race- and gender-neutral.

- Attachment 1 provides a red-lined version of the recommended modifications to the current policy.
- Recent federal court decisions, executive orders, pending state legislation, and a recent letter from USDOT to all federal funding recipients provide guidance on the compelling government interest that such race- or gender-based programs must demonstrate under strict scrutiny and have been enjoined by federal courts.
- The Board has been briefed on several occasions on DART's business programs, federal decisions, and other executive actions impacting race- and gender-based programs.
- Discussion of this item supports Agency Strategic Goal 1: Empowered Agency – Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.

LEGAL CONSIDERATIONS

Section 452.201 of the Texas Transportation Code provides for the establishment of M/WBE business programs; however, recent state and federal court opinions have ruled that race- and gender-based business programs violate the Constitution's equal protection guarantees and can only survive under strict scrutiny.

49 Code of Federal Regulations (CFR). Parts 23, 26, and other applicable regulations provide for modified DBE and SBE programs.

Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy

Attachment 1

DATE ISSUED: August 11, 1987
Resolution No.: 870053
Amended by Resolutions: 890009, 900007, 900205, 910201, 940054, 960026, 990159
Policy No.: I.04 (Administration)

Section 1: DART has a compelling interest and a policy to provide remedies for the ongoing effects of past and present discrimination ~~that have resulted in discrimination against minority and women-owned business~~ in the provision of goods and services to DART.

Section 2: DART has established a modified Disadvantaged Business Enterprise (DBE) Program, without regard to race or sex, and a Small Business Concern/Enterprise (SBE) Program in accordance with regulations of the U.S. Department of Transportation and has paused the Minority and Woman-Owned Business Enterprise (M/WBE) Program in accordance with applicable state and federal law. ~~local and State law.~~

Section 3: DART seeks to:

- (a) Ensure nondiscrimination in the award and administration of DART contracts;
- (b) Create a level playing field and foster equal opportunity for DBEs and ~~and~~ SMAWBEs so that they can compete fairly for DART contracts;
- (c) Ensure that its DBE Program and ~~and~~ SMAWBE Program are narrowly tailored in accordance with applicable law;
- (d) Ensure that only DBEs and ~~and~~ M/WBEs/SBEs that fully meet the eligibility standards and certification are permitted to participate as DBEs and ~~and~~ M/WBEs;
- (e) Help remove barriers to the participation of DBEs and ~~and~~ M/WBEs in DART contracts; and
- (f) Assist the development of firms that can compete successfully in the market place outside the DBE and ~~and~~ SMAWBE Programs.

~~(f)~~

Section 4: This Policy shall be distributed Agencywide and shall be made available to the entire D/SMAWBE and non-D/M/WBE business communities that participate in DART contracts.

Section 5: The Board of Directors shall regularly evaluate the efficacy of, ~~at least every six (6) years, determine whether there is a continuing need for~~ the DART DBE and ~~and~~ SMAWBE Programs.

Section 6: The responsibility for implementing all aspects of the DBE and ~~and~~ SMAWBE Programs rests with DART's President & Chief ~~Executive Director/Officer~~.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Amendments to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy

WHEREAS, on August 11, 1987 (Resolution No. 870053), the DART Board established the Disadvantaged Business Enterprise (DBE) program in 1987 and as required by the Code of Federal Regulations (CFR) for federal funding recipients; and

WHEREAS, as part of the same action, the DART Board established the Minority and Woman-Owned Business Enterprise (M/WBE) program in 1987 pursuant to applicable law and Section 452.201 of the Texas Transportation Code; and

WHEREAS, DART established the race- and gender-neutral Small Business Enterprise (SBE) program in 2012 per new Federal Transit Administration (FTA) guidance; and

WHEREAS, recent federal court decisions, executive orders, pending state legislation, and a recent letter from the U.S. Department of Transportation to all federal funding recipients provide guidance on the compelling government interest such race- or gender-based business programs must demonstrate under strict scrutiny and analysis to continue or exist; and

WHEREAS, the DART Board is authorized to direct modifications to its business programs.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that:

- Section 1: The modifications to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy, including a name change to Business Enterprise Programs Policy, subject to legal review and as specified in Exhibit 1 to the resolution, is hereby approved.
- Section 2: DART's Minority and Woman-Owned Business Enterprise Program is paused.
- Section 3: The Acting President & Chief Executive Officer or his designee is authorized to implement all aspects of the modified Disadvantaged Business Enterprise Program and continued Small Business Enterprise Program.

Approval of Amendments to DART Board Policy I.04, Disadvantaged Business Enterprise and Minority and Woman-Owned Business Enterprise Programs Policy

Prepared and Approved as to Form: /s/ Joycell Hollins
Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez
Gene Gamez
Acting President &
Chief Executive Officer

DATE ISSUED: August 11, 1987
Resolution No.: 870053
Amended by Resolutions: 890009, 900007, 900205, 910201, 940054, 960026, 990159
Policy No.: I.04 (Administration)

Section 1: DART has a compelling interest and a policy to provide remedies for the ongoing effects of past and present discrimination in the provision of goods and services to DART.

D/SBE business communities that participate in DART contracts.

Section 5: The Board of Directors shall regularly evaluate the efficacy of the DART DBE and SBE Programs.

Section 2: DART has established a modified Disadvantaged Business Enterprise (DBE) Program, without regard to race or sex, and a Small Business Concern/Enterprise (SBE) Program in accordance with regulations of the U.S. Department of Transportation and has paused the Minority and Woman-Owned Business Enterprise (M/WBE) Program in accordance with applicable state and federal law.

Section 6: The responsibility for implementing all aspects of the DBE and SBE Programs rests with DART's President & Chief Executive Officer.

Section 3: DART seeks to:

- (a) Ensure nondiscrimination in the award and administration of DART contracts;
- (b) Create a level playing field and foster equal opportunity for DBEs and SBEs so that they can compete fairly for DART contracts;
- (c) Ensure that its DBE Program and SBE Program are narrowly tailored in accordance with applicable law;
- (d) Ensure that only DBEs and SBEs that fully meet the eligibility standards and certification are permitted to participate as DBEs and SBEs;
- (e) Help remove barriers to the participation of DBEs and SBEs in DART contracts; and
- (f) Assist the development of firms that can compete successfully in the marketplace outside the DBE and SBE Programs.

Section 4: This Policy shall be distributed Agencywide and shall be made available to the entire D/SBE and non-



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. SBE Considerations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a two-year contract to Cummins Southern Plains, LLC [Contract No. C-2093277-01], for the purchase of Organic Acid Technology (OAT) Antifreeze/Coolant for DART's bus fleet, for a total authorized amount not to exceed \$282,040.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet is included in the Bus Operations Department's approved FY 2026 operating budget.
- Sufficient funding for this contract in the amount of \$282,040 is included in both the Bus Operations Department's FY 2026 Operating budget and the Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract supports Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- To ensure service reliability, DART's bus fleet must be maintained in a state of good repair, including properly functioning engines.
- DART operates 517 buses that require ongoing engine maintenance, including routine replacement of engine antifreeze/coolant.
- The antifreeze/coolant circulates through the engine and radiator to maintain the engine at the proper operating temperature.

- This contract provides for the supply and delivery of Organic Acid Technology Antifreeze/Coolant to bus maintenance facilities on an as-needed basis.

PROCUREMENT CONSIDERATIONS

- On January 20, 2026, a Request for Proposal (RFP) notification was sent to three vendors for the Organic Acid Technology (OAT) Coolant for Buses solicitation.
- This will be a requirement contract with a two-year term and no options.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goals for this contract were originally established in July 2025 at 25% MBE and 5% WBE participation and later reevaluated for an SBE goal of 5%.
- Cummins Southern Plains, LLC, the prime contractor, has no direct participation for this project.
- The SBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2093277**

Contract Information

- A. Description:** Organic Acid Technology (OAT) Coolant for Buses
- B. Contractor:** Cummins Southern Plains
- C. Contract Number:** C-2093277-01
- D. Contract Amount:** Not to exceed \$282,040
- E. Contract Type:** Requirements
- F. Term of Contract:** Two years from the Notice to Proceed
- G. Options Available:** N/A
- H. Bond Requirement:** N/A
- I. Liquidated Damages:** N/A
- J. Funding Source:** Local

Solicitation Information

- A. Issue Date:** January 20, 2026
- B. Notifications Sent to Registered Suppliers:** Yes
- C. Date and Time for Bid Receipt:** January 26, 2026 @ 2:00 PM
- D. Bids Received:** Two Bids

Firm Name	Base Price
1. Cummins Southern Plains	\$282,040
2. Empire Managed Solutions	\$546,000

- E. Discussion of Nonresponsive Bids:** Valvoline was deemed non-responsive because they did not provide their bid by the deadline date.
- F. Bid Evaluation:** Cummins Southern Plains is determined to be responsive.
- G. Price Considerations:** OAT Coolant Contract Pricing is found to be Fair and Reasonable based on the current market pricing. This analysis takes in consideration Historical pricing with escalation according to the US Bureau of Labor Statistics Transportation Equipment Electrical . OAT Coolant overall rate is -9.54% below market value. Price is within a reasonable range of market and is considered Fair & Reasonable.

H. Determination of Responsibility:

Bond Check: N/A

Reference Check: Satisfactory

Financial Responsibility Survey: Satisfactory

Insurance Check: Yes

On-Site Inspection: N/A

Arithmetic Check: Yes

Verification of Bid: Yes

Buy America Certification and/or Audit, if applicable: N/A

Debarred/Suspended list: Not on the debarred /suspended list.

I. Protests received: N/A

J. Determinations Required: Brand Name Specifications

Determination and Recommendation

Cummins Southern Plains is deemed a responsive and responsible contractor for Organic Acid Technology (OAT) Coolant for Buses. They have the capacity to perform this contract and is recommended for award.

Approval of Contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet

SBE Considerations

The goals for this contract were originally established in July 2025 at 25% MBE and 5% WBE participation and later reevaluated at 5% SBE participation. Cummins Southern Plains, LLC, the prime contractor, has no direct participation for this project; however, they do include small and diverse businesses within their business plans when viable opportunities are available.

Summary of EEO-1 Report

Cummins Southern Plains, Inc. is located in Dallas, TX and employs 20 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	0	0	5	0	8	13	65.00%
FEMALES	2	0	0	0	5	7	35.00%
TOTAL	2	0	5	0	13	20	100%
PERCENTAGE	10.00%	0.00%	25.00%	0.00%	65.00%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet

WHEREAS, DART is obligated to maintain its bus fleet in a state of good repair to provide reliable bus service; and

WHEREAS, through preventive maintenance, DART maintains the integrity of the bus fleet engines by ensuring routine replacement of engine antifreeze/coolant; and

WHEREAS, a competitive request for proposal procurement for a two-year contract with no options was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a two-year contract to Cummins Southern Plains, LLC [Contract No. C-2093277-01], for the purchase of Organic Acid Technology Antifreeze/Coolant for DART's bus fleet, for a total authorized amount not to exceed \$282,040.

Approval of Contract for Organic Acid Technology Antifreeze/Coolant for DART's Bus Fleet

Prepared by: /s/ Trenise Winters

Trenise Winters
Executive Vice President/
Chief Operations Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Procurement Analysis 2. D/M/WBE Considerations 3. History of Board Authorizations	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for the Double Track Project in Tarrant County

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to execute a contract modification to provide additional funding for the Trinity Railway Express (TRE) Operations and Maintenance Contract with Herzog Transit Services, Inc., [Contract No. C-2005858-01] for a reimbursable expenditure project providing track and signal work related to the construction of a second mainline track between West Richland Hills and East Hurst on the TRE system, in the amount of \$10,807,832, for a new total authorized amount not to exceed \$738,668,358.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- The scope of work for this project will be 100% reimbursed by Trinity Metro.

BUSINESS PURPOSE

- The discussion will support Agency Strategic Goal 4: Seamless Mobility – Integrate mobility options to create a seamless travel experience defined by the frequency and reliability that positions DART as a first in mind; and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.
- This contract modification adds 4.7 miles of double track, which is a second mainline track, between West Richland Hills and East Hurst on the TRE system.
- Approval of this contract modification will improve operational flexibility, reduce dwell time and delays, provide the ability to increase service frequency and capacity, and enhance the maintenance work time windows in this area.
- This action was presented to and approved by the Trinity Metro Board of Directors on March 16, 2026.

- On September 22, 2015 (Resolution No. 150102), the Board authorized the award of a contract to Herzog Transit Services, Inc. (HTSI), for the provision of TRE commuter rail operation services between Dallas and Fort Worth. The history of Board authorizations for this contract is provided in Attachment 3.
- Pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between DART and Trinity Metro for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the procuring agency on behalf of Trinity Metro and the TRE for this contract.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is 10 years from the award date of October 1, 2015. On September 22, 2024 (Resolution No. 240106), the Board approved a modified contract option, extending the contract by five years to September 30, 2030. The contract currently provides for one five-year option.
- The pricing for the modification is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation.
- Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal.
- The D/M/WBE analysis and Equal Opportunity (EEO-1) information are included in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding
Modification No. 36**

Contract Information

- A. Contract Description:** Trinity Railway Express Operation and Maintenance
- B. Contractor:** Herzog Transit Services, Inc.
- C. Contract Number:** C-2005858-01
- D. Contractual Action:** Tarrant County Double Track
- E. Current Contract Amount:** Not to exceed \$727,514,067
- F. Contract Modification Amount:** \$10,807,832
- G. New Contract Amount:** Not to exceed \$738,321,899
- H. Contract Type:** This is a fixed-price contract with price adjustment, lump sum items, definite and indefinite quantity items, unit cost items, and allowance items.
- I. Current Term of Contract/Performance Period:** 10/01/2015 – 09/30/2030
- J. Remaining Options Available:** One, five-year option
- K. Price Considerations:** The initial contract award was based on full and open competition. Price for the modification is determined fair and reasonable based on current contract pricing.
- L. Negotiation Memorandum:** N/A
- M. Determinations Required:** N/A
- N. Funding:** Federal/Local
- O. Determination of Responsibility:**
Bond Check: Yes
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: N/A
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Herzog Transit Service, Inc. is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

**Approval of Contract Modification to the Trinity Railway Express Operations and
Maintenance Contract for the Double Track Project in Tarrant County**

D/M/WBE Considerations

The goals for this contract were established in February 2014 at 7% DBE and 27% M/WBE participation. Herzog Transit Services, Inc., the prime contractor, has committed to meet the DBE goal and exceed the M/WBE goal through utilization of the following certified firms:

DBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
2M Business Products	Dallas, TX	Asian Indian Male	Office Supplies	\$516,825	0.07%
Texas Lone Star Materials, Inc.	Ft. Worth, TX	White Female	Hauling Services	\$516,825	0.07%
TCR Rail Systems	Simpsonville, KY	White Female	Gate Assemblies	\$442,993	0.06%
V&V Enterprises, Inc.	Carrollton, TX	Black Female	Equipment Maintenance Services	\$50,205,889	6.80%

TOTAL DBE PARTICIPATION: \$51,682,533 7.00%*

M/WBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Advanced Business Graphics, Inc.	Coppell, TX	White Female	Administrative Services	\$73,832	0.01%
B&B Diversified Materials	Bend, OR	Asian Pacific Female	Material Supply	\$23,552,469	3.19%
B&B Waste Transit	Dallas, TX	White Female	Transportation of Waste	\$1,107,483	0.15%
Bluebonnet Waste Control, Inc.	Dallas, TX	Hispanic Male	Sanitation Services	\$295,329	0.04%
Buyer's Barricades	North Richland Hills, TX	White Female	Traffic Control & Equipment	\$295,329	0.04%
C. Green Scaping, LP	Ft. Worth, TX	Hispanic Female	Landscaping	\$73,832	0.01%
Ceco Sales Corp.	Ft. Worth, TX	Native American Male	Office & Shop Supplies	\$221,497	0.03%

Domingo Vara Chevrolet, L.P.	San Antonio, TX	Hispanic Male	Vehicles and Services	\$3,839,274	0.52%
G&G Protection	Irving, TX	Black Male	Security Guard Services	\$6,128,072	0.83%
The Green Chemical Store, Inc.	Wylie, TX	White Female	Cleaning Supplies & Services	\$516,825	0.07%
ICC Energy Corporation	Dallas, TX	Black Male	Fuel & Miscellaneous Service	\$116,507,196	15.78%
Moreno Supply, Inc.	Addison, TX	Hispanic Male	Cable Supply	\$295,329	0.04%
North Texas Trucking, Inc.	Dallas, TX	Hispanic Male	Hauling Services	\$6,054,240	0.82%
Office Clean America	Dallas, TX	Black Male	Office Cleaning Services	\$73,832	0.01%
Parsons Pest Control	Dallas, TX	Black Female	Extermination Services	\$22,150	0.003%
Protect Environmental Services, Inc.	Haltom City, TX	White Female	Waste Collection Services	\$295,329	0.04%
PTMW	Topeka, KS	White Female	Signal House	\$73,832	0.01%
QN Management Solutions	Allen, TX	Asian Pacific Male	Furnish Track Materials & Scheduling Services	\$34,774,961	4.71%
Ricochet Fuel	Eules, TX	White Female	Fuel Services	\$8,269,205	1.12%
Safety Supply, Inc.	San Antonio, TX	White Female	Safety Supplies	\$147,664	0.02%
Self Rep/Willard Johnson	Dallas, TX	Black Male	Cleaning Supplies and Services	\$147,664	0.02%
TKC Entreprises DBA Batteries Plus	Irving, TX	Asian Pacific Male	Batteries	\$147,664	0.02%
Your Pest Control Company	Lake Worth, TX	White Female	Pest Control Services	\$73,832	0.01%

TOTAL M/WBE PARTICIPATION: \$202,986,840 27.50%*

TOTAL D/M/WBE PARTICIPATION: \$254,669,373 34.50%*

NOTE: The goals are based on the new not to exceed amount of \$738,321,899 If there are any changes to this amount, the original goals shall apply.

*The percentages and dollar amounts may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Herzog Transit Services, Inc., is located in Irving, TX and employs 74 individuals. The following is an analysis of their EEO-1 report:

	ASIAN	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	Percentage
MALES	1	9	9	0	38	57	77.03%
FEMALES	0	2	3	0	12	17	22.97%
TOTAL	1	11	12	0	50	74	100%
PERCENTAGE	1.35%	14.87%	16.22%	0.00%	67.56%	100%	

TRE Regional O&M Contract History of Board Authorizations				
Date	Action	Contract Change Amount	Total Board Authorized NTE Amount	Board Resolution No.
9/22/2015	Contract Award to HTSI for the provision of TRE commuter rail operation services between Dallas and Fort Worth	\$ -	\$ 317,623,839	150102
5/10/2016	Contract modification with HTSI for a reimbursable expenditure for track, signal, and other rail related work on the TRE corridor at the Calloway Cemetery and Tarrant Main Street Grade Crossings in Tarrant County	\$ 1,155,000	\$ 318,778,839	160043
6/14/2016	Contract modification with HTSI for flagging, safety training, and project coordination for the project with Verizon to provide the extension of the existing conduits, installation of lateral drops, and installation of fiber optic cable	\$ 500,000	\$ 319,278,839	160061
8/22/2017	Contract modification with HTSI for the acquisition and installation of trackwork for the TRE Valley View project	\$ 4,660,392	\$ 323,939,231	170075
	Work Contingency	\$ 200,000	\$ 324,139,231	170075
8/14/2018	Use of contingency in the amount of \$178,000 for the TRE O&M Contract with HTSI for additional flagging to support the general contractor for the TRE Valley View Project	\$ 178,000	\$ 324,138,868	180064
12/11/2018	Contract modification with HTSI for test trains, crew, costs, Roadway Worker Protection/flagging, Employee In Charge, mechanical engineering support, and signal and communications engineering support services provided during the installation of Positive Train Control	\$ 1,366,939	\$ 325,505,807	180131
10/19/2019	De-obligated from the TRE operations and Maintenance Contract for the trackwork portion of the TRE Valley View Project	\$ (266,334)	\$ 325,417,836	
9/22/2020	Contract modification with HTSI to provide additional funding for additional TRE dispatchers	\$ 1,833,866	\$ 327,073,702	200096

12/8/2020	Contract modification to increase funding to the existing Trinity Railway Express ten-year O&M contract to support PTC by providing ongoing service continuity and supporting all PTC systems in a manner that does not degrade the service, service level flexibility or performance, and is responsible for ensuring the PTC system maintains FRA compliance	\$ 7,118,138	\$ 334,191,840	200130
4/27/2021	Contract modification for the Market Center Blvd. Crossing Improvement to provide additional funding for a reimbursable expenditure project to add northbound cantilevers, a pedestrian gate, and a new signal bungalow at the Market Center Blvd. crossing in the not-to-exceed amount of \$433,822	\$ 433,822	\$ 334,625,662	210047
8/24/2021	Contract modification southbound Market Center Blvd. Crossing Improvement to provide additional funding for a reimbursable expenditure project to add a southbound cantilever arm, relocate existing southbound signal arm, and add two pedestrian gates at the Market Center Blvd. crossing in the not-to-exceed amount of \$251,495	\$ 251,495	\$ 339,058,114	210111
8/24/2021	Contract modification to oversee work related to updating the TRE Wash Bay to provide additional funding for this project not-to-exceed amount of \$450,000	\$ 450,000	\$ 339,058,114	210112
8/24/2021	Contract modification to provide additional funding to the Trinity Railway Express O&M contract for a reimbursable expenditure for acquisition and installation of track and signal work for the TRE Trinity Lakes Station project in the amount of \$3,297,910, plus a supplemental work contingency of \$433,047 for unanticipated expenses	\$ 3,297,910	\$ 339,058,114	210113
	Work Contingency	\$ 433,047	\$ 339,058,114	210113
8/23/2022	Contract modification to provide additional funding to the Regional Commuter Rail Operations and Maintenance Contract for a 100% reimbursable expenditure by Trinity Metro for Positive Train Control (PTC) additional scope of work for the TRE	\$ 434,260	\$ 339,492,374	220111

	Trinity Lakes Station project in the amount of \$434,259.46,			
9/27/2022	Contract modification for Regional Commuter Rail Operations and Maintenance to increase the not-to-exceed amount by \$466,642 for the additional scope of work for the TRE wash bay project, plus a contingency of \$99,000, for an adjusted authorized amount not to exceed \$565,642, for a new total authorized amount not to exceed \$340,058,016	\$ 466,642	\$ 340,058,016	220137
	Work Contingency	\$ 99,000	\$ 340,058,016	220137
3/21/2023	Contract Modification to Increase Funding of the Regional Commuter Rail Operations and Maintenance Contract for a not-to-exceed amount of \$1,358,233, for the repair of the Elm Fork Bridge on the Madill Railroad Corridor, for a new total authorized amount not to exceed \$341,416,249	\$ 1,358,233	\$ 341,416,249	230024
6/27/2023	Contract modification for the Regional Commuter Rail Operations and Maintenance contract for the additional scope of work for the Silver Line operations support during pre-revenue activities and other support activities	\$ 39,494,047	\$ 381,664,496	230065
	Work Contingency	\$ 754,200	\$ 381,664,496	230065
7/11/2023	Contract modification for the Regional Commuter Rail Operations and Maintenance contract to increase the not-to-exceed amount by \$1,005,000 for construction of six miles of fencing and four gates along the TRE right-of-way for a new total authorized amount not to exceed \$382,669,496	\$ 1,005,000	\$ 382,669,496	230079
9/24/2024	Approval to Exercise a Modified Contract Option for Trinity Railway Express and Silver Line Operations and Maintenance Services	\$ 337,776,825	\$ 720,446,321	240106
10/28/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Speaker Replacement	\$ 109,780	\$ 720,556,101	250127

10/28/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Vinyl Seat Replacement	\$ 1,539,185	\$ 722,095,286	250128
11/18/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Support of the 2026 FIFA World Cup Games – Locomotive Spare Parts	\$ 1,476,800	\$ 723,572,086	250143
12/9/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Fence Installation at Fort Worth Central Station	\$ 90,027	\$723,662,113	250163
12/9/2025	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Pre-emption Improvements at Rogers Road	\$ 265,232	\$723,927,345	250164
1/27/2026	Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance Contract for Crossing Safety Improvements at Haltom Road, Beach Street, and Riverside Drive	\$ 3,586,722	\$ 727,860,526	260015

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

**Approval of Contract Modification to the Trinity Railway Express Operations and
Maintenance Contract for the Double Track Project in Tarrant County**

WHEREAS, on September 22, 2015 (Resolution No. 150102), the Board approved a 10-year contract with Herzog Transit Services, Inc., (HTSI) for the provision of Trinity Railway Express (TRE) commuter rail operation services between Dallas and Fort Worth, for a total authorized amount not to exceed \$317,623,839; and

WHEREAS, the Board has authorized subsequent contract actions as follows: May 10, 2016 (Resolution No. 160043), June 14, 2016 (Resolution No. 160061), August 22, 2017 (Resolution No. 170075), August 14, 2018 (Resolution No. 180064), December 11, 2018 (Resolution No. 180131), September 22, 2020 (Resolution No. 200096), December 8, 2020 (Resolution No. 200130), April 27, 2021 (Resolution No. 210047), August 24, 2021 (Resolution No. 210111), August 24, 2021 (Resolution No. 210112), August 24, 2021 (Resolution No. 210113), August 23, 2022 (Resolution No. 220111), September 27, 2022 (Resolution No. 220137), March 21, 2023 (Resolution No. 230024), June 27, 2023 (Resolution No. 230065), July 11, 2023 (Resolution No. 230079), September 24, 2024 (Resolution No. 240106), October 28, 2025 (Resolution No. 250127), October 28, 2025 (Resolution No. 250128), November 18, 2025 (Resolution No. 250143), December 9, 2025 (Resolution No. 250163), December 9, 2025 (Resolution No. 250164) and January 27, 2026 (Resolution No. 260015), for a new total authorized amount not to exceed \$727,860,526; and

WHEREAS, on October 19, 2019, \$266,334 was de-obligated from the TRE Operations and Maintenance Contract for the trackwork portion of the TRE Valley View Project; and

WHEREAS, pursuant to Section 2.4 of the Restated Interlocal Cooperative Agreement by and between Dallas Area Rapid Transit and Trinity Metro for the Operation and Development of the Trinity Railway Express Commuter Rail Service, dated September 16, 2003 (Resolution No. 030084), DART is acting as the lead agency on behalf of the TRE; and

WHEREAS, the construction of a second mainline between West Richland Hills and East Hurst will consist of the installation of track and signals for the additional mainline; and

WHEREAS, the proposed price for this contract modification is fair and reasonable; and

WHEREAS, funding for this contract modification is covered 100% by Trinity Metro.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to execute a contract modification to provide additional funding for the Trinity Railway Express Operations and Maintenance Contract with Herzog Transit Services, Inc., [Contract No. C-2005858-01] for a reimbursable expenditure project providing track and signal work related to the construction of a second mainline track between West Richland Hills and East Hurst on the TRE System, in the amount of \$10,807,832, for a new total authorized amount not to exceed \$738,668,358.

**Approval of Contract Modification to the Trinity Railway Express Operations and Maintenance
Contract for the Double Track Project in Tarrant County**

Prepared by: /s/ Trenise Winters
Trenise Winters
Executive Vice President/
Chief Operations Officer

Approved as to form: /s/ Joycell Hollins
Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez
Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachment: 1. Map	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval to Purchase Property Located at 3727 Dilido Road, Dallas, Texas 75228, to Relocate Non-Revenue Vehicle Operations

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to execute all necessary instruments and pay all necessary costs for the purchase of the property located at 3727 Dilido Road, Dallas, Texas 75228, subject to legal review and Federal Transit Administration (FTA) approval.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This real estate acquisition is included in Senate Street Site Redesign project budget of the approved FY 2026 Capital Budget.
- Sufficient funding for this real estate acquisition is included in both Senate Street Site Redesign project budget and the Agency-wide line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this real estate transaction will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement; and Strategic Goal 5: Fantastic Spaces - Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region.
- In 2025, DART commissioned a Bus Operating Facilities Master Plan (Master Plan) to evaluate the state of good repair needs for the agency's bus facilities and identify opportunities for improved efficiencies and optimization of DART's real estate assets. The Master Plan concluded that the repair costs needed to bring DART's Non-Revenue Vehicle (NRV) facility, presently located at 1278 E. Jefferson Boulevard, Dallas, Texas 75165, into a state of good repair exceeded the value of the current facility and necessitated the complete demolition of the existing structure and construction of a new facility. The Master Plan recommended relocating DART's NRV operations to the agency's property at Senate Street in Dallas, Texas, which is currently utilized for DART's mobility management services (MMS).

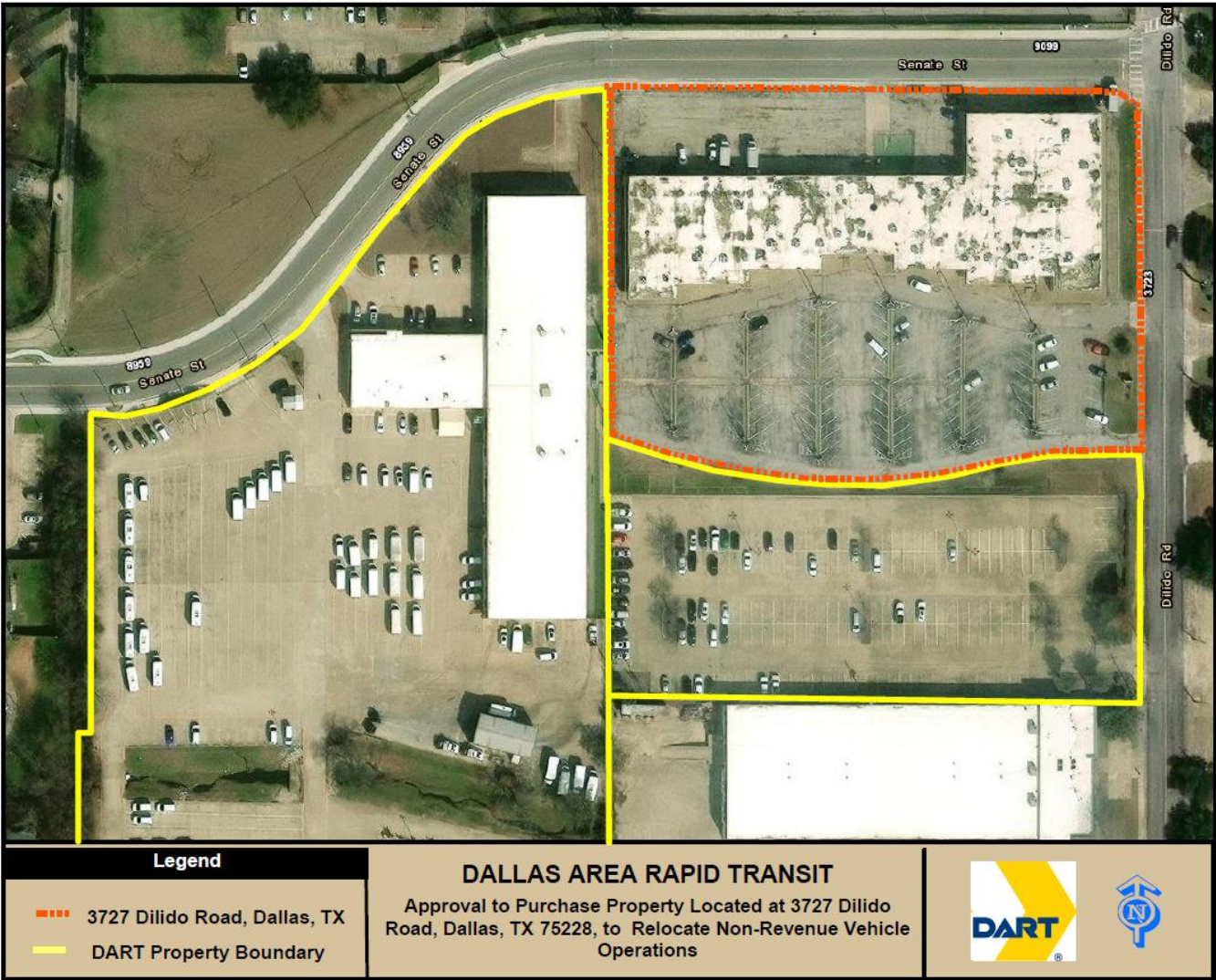
- The Master Plan determined that, in addition to improving agency efficiencies by consolidating operational activities at the Senate Street site, relocating NRV operations also allows for the comprehensive redevelopment of the approximately eight acres of property located at 1278 E. Jefferson Boulevard, Dallas, Texas 75165. DART staff anticipates issuing a request for information for the redevelopment of the E. Jefferson Boulevard property in the coming months, when the relocation of NRV operations has advanced sufficiently.
- Relocation of NRV operations from the E. Jefferson Boulevard site requires the purchase of additional real estate at DART's Senate Street site to allow sufficient space for the new NRV facility and all the other operational activities planned for the hub.
- Acquisition of the subject property, illustrated in Attachment 1 and fully described in Exhibit 1 of the resolution, has been identified as an ideal replacement site for the DART NRV Facility.
- The total square footage of this property is 135,615 square feet (3.113 acres) and is located at the intersection of Senate Street and Dilido Road, immediately adjacent to DART's existing MMS facility at Senate Street. The property will not require rezoning to serve DART's operational needs.
- A feasibility study was prepared and concluded that the subject property provides the necessary real estate needed to relocate DART's NRV operations. The property provides an excellent opportunity to maximize the efficiency of DART's operations by integrating multiple facilities into one overall strategic site.
- The Board has been provided with a confidential packet under separate cover outlining the financial details of the proposed transaction.

APPRAISAL INFORMATION

- DART's Chief Appraiser has reviewed the appraisal prepared by a Texas state-certified real estate appraiser and concurred with the appraised value of the property.

LEGAL CONSIDERATIONS

- Section 452.054 of the Texas Transportation Code grants Dallas Area Rapid Transit (DART) authority to acquire real property.



DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

**Approval to Purchase Property Located at 3727 Dilido Road, Dallas, Texas 75228, to Relocate
Non-Revenue Vehicle Operations**

WHEREAS, the 2025 Bus Operating Facilities Master Plan recommended the relocation of DART's non-revenue vehicle (NRV) operations to the agency's property at Senate Street in Dallas, Texas to consolidate operational activities, improve agency efficiencies, and allow the redevelopment of DART's property at 1278 E. Jefferson Boulevard, Dallas, Texas 75165; and

WHEREAS, this will allow for the acquisition of this real estate and design of a new facility for NRV operations at the Senate Street site where DART's mobility management services (MMS) are currently housed; and

WHEREAS, the subject property, located at 3727 Dilido Road, Dallas, Texas 75228, is 135,615 square feet (3.113 acres) and is located at the intersection of Senate Street and Dilido Road, immediately adjacent to DART's existing MMS facility at Senate Street; and

WHEREAS, this property provides an excellent opportunity to provide a new facility in good condition for NRV employees, maximize the efficiency of DART's operations by integrating multiple facilities into one overall strategic site, and optimize DART's existing real estate assets; and

WHEREAS, sufficient funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is hereby authorized to execute all necessary instruments and pay all necessary costs for the purchase of the property located at 3727 Dilido Road, Dallas, Texas 75228, subject to legal review and Federal Transit Administration (FTA) approval.

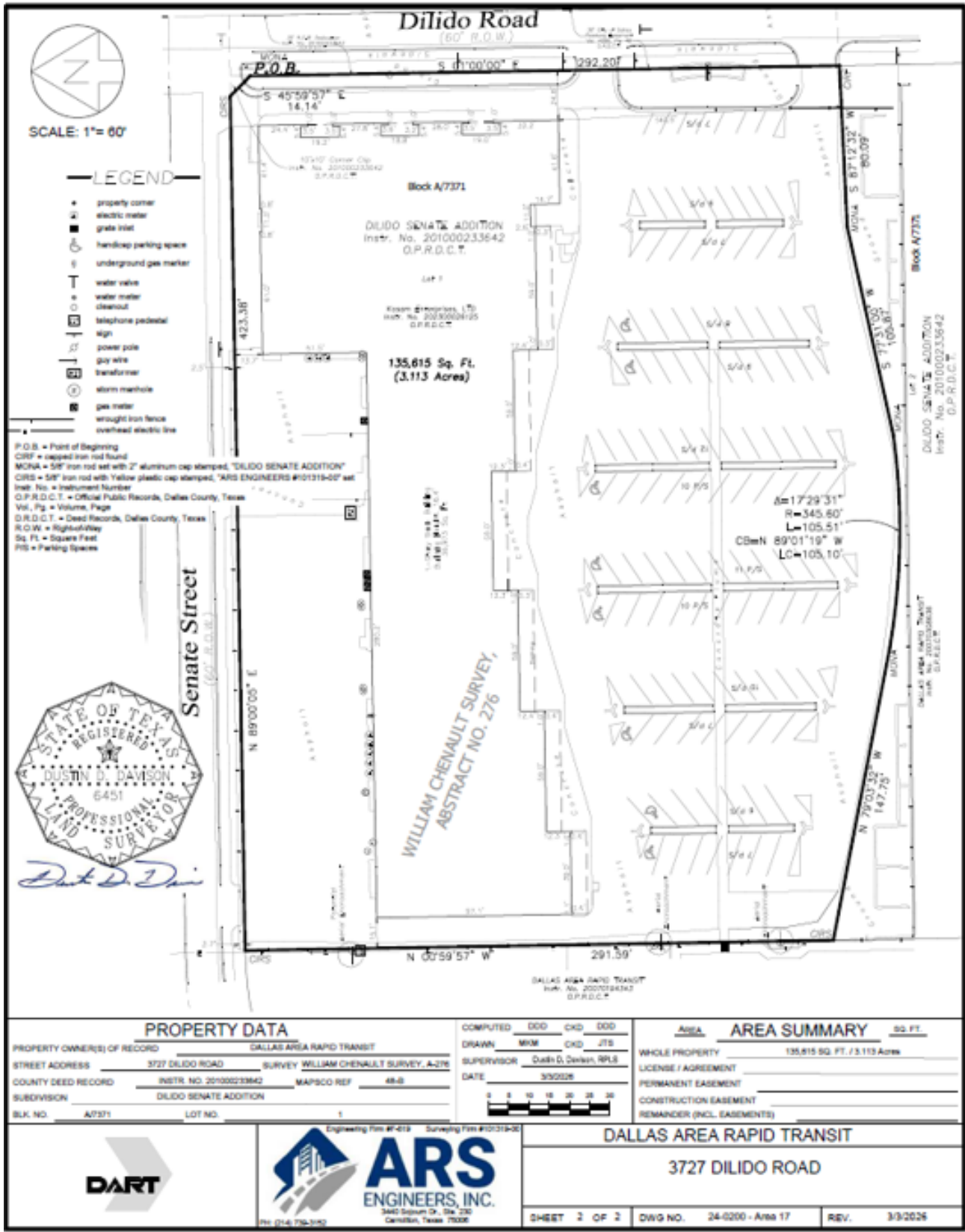
**Approval to Purchase Property Located at 3727 Dilido Road, Dallas, Texas 75228, to Relocate
Non-Revenue Vehicle Operations**

Prepared by: /s/ Melvin E. Walker, III
Trey Walker, P.E.
Interim Executive Vice President/
Chief Development Officer

Approved as to form: /s/ Joycell Hollins
Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez
Gene Gamez
Acting President &
Chief Executive Officer

PROPERTY DESCRIPTION			
BEING a 135,615 square foot (3.113 acre) tract of land situated in the WILLIAM CHENAULT SURVEY, ABSTRACT NO. 276, City of Dallas, Dallas County, Texas, same being all of Lot 1, Block A/7371, of DILIDO SENATE ADDITION, an Addition to the City of Dallas, Dallas County, Texas, by Plat recorded in Instrument Number 201000233642, Official Public Records, Dallas County, Texas, further being all of that certain tract of land conveyed to Kosam Enterprises, LTD, by Special Warranty Deed recorded in Instrument Number 202300026125, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:			
BEGINNING at a 5/8" iron rod set with 2" aluminum cap stamped, "DILIDO SENATE ADDITION" at the intersection of the south right-of-way line of Senate Street (60' R.O.W.) and the west right-of-way line of Dilido Road (60' R.O.W.);			
THENCE South 01 degrees 00 minutes 00 seconds East, departing said south right-of-way line, along said west right-of-way line, for a distance of 292.20 feet, to a 5/8" iron rod with broken red plastic cap that is illegible, same being the northeast corner of Lot 2, of the aforementioned Addition;			
THENCE South 87 degrees 12 minutes 32 seconds West, departing said west right-of-way line, along the common line of the aforementioned Lot 1 and said Lot 2, for a distance of 80.09 feet, to a 5/8" iron rod set with 2" aluminum cap stamped, "DILIDO SENATE ADDITION";			
THENCE South 77 degrees 31 minutes 00 seconds West, continuing along said common line, for a distance of 105.87 feet, to a 5/8" iron rod set with 2" aluminum cap stamped, "DILIDO SENATE ADDITION" at the beginning of a curve to the right, having a radius of 345.60 feet, and a chord which bears North 89 degrees 01 minutes 19 seconds West, for 105.10 feet;			
THENCE Northwesterly, along said curve to the right and continuing along said common line, through a central angle of 17 degrees 29 minutes 31 seconds, for an arc length of 105.51 feet, to a 5/8" iron rod set with 2" aluminum cap stamped, "DILIDO SENATE ADDITION";			
THENCE North 79 degrees 03 minutes 32 seconds West, continuing along said common line, for a distance of 147.75 feet, to a 5/8" iron rod with Yellow plastic cap stamped, "ARS ENGINEERS #101319-00" set, same being the northwest corner of the aforementioned Lot 2, further being in the east line of that certain tract of land conveyed to DALLAS AREA RAPID TRANSIT, by Special Warranty Deed recorded in Instrument Number 20070194343, Official Public Records, Dallas County, Texas;			
THENCE North 00 degrees 59 minutes 57 seconds West, along said east line, for a distance of 291.59 feet, to a 5/8" iron rod with Yellow plastic cap stamped, "ARS ENGINEERS #101319-00" set, same being the northeast corner of said DALLAS AREA RAPID TRANSIT tract, further being in the south right-of-way line of the aforementioned Senate Street;			
THENCE North 89 degrees 00 minutes 05 seconds East, along said south right-of-way line, for a distance of 423.38 feet, to a 5/8" iron rod with Yellow plastic cap stamped, "ARS ENGINEERS #101319-00" set;			
THENCE South 45 degrees 59 minutes 57 seconds East, along said south right-of-way line, for a distance of 14.14 feet to the POINT OF BEGINNING and containing 135,615 square feet or 3.113 acres of land, more or less.			
		NOTES: BEARINGS, DISTANCES AND COORDINATES SHOWN ARE BASED ON NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE. DISTANCES AND COORDINATES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A FACTOR OF 1.00136506 TO THE STATE PLANE COORDINATES. PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. No portion of the subject property lies within any area of 100-year flood according to FEMA's Flood Insurance Rate Map No. 4813C0305 K, dated July 07, 2014. Property is in Zone X.	
PROPERTY DATA		AREA SUMMARY	
PROPERTY OWNER(S) OF RECORD: DALLAS AREA RAPID TRANSIT STREET ADDRESS: 3727 DILIDO ROAD SURVEY WILLIAM CHENAULT SURVEY, & 276 COUNTY DEED RECORD: INSTR. NO. 201000233642 MAPSCO REF: 48-2 SUBDIVISION: DILIDO SENATE ADDITION BLK. NO.: A/7371 LOT NO.: 1		COMPUTED: DDD CKD DDD DRAWN: MHM CKD JTS SUPERVISOR: Dustin D. Davison, RPLS DATE: 5/3/2026 WHOLE PROPERTY: 135,615 SQ. FT. / 3.113 Acres LICENSE / AGREEMENT: PERMANENT EASEMENT: CONSTRUCTION EASEMENT: REMAINDER (INCL. EASEMENTS):	
			
Engineering Firm #1408 Surveying Firm #101319-00 3440 Sycamore Dr., Ste. 200 Carmichael, Texas 75006		DALLAS AREA RAPID TRANSIT 3727 DILIDO ROAD	
SHEET 1 OF 2		DWG. NO. 24-0200 - Area 17	
REV. 3/3/2026		REV. 3/3/2026	





Agenda Report

Committee-of-the-Whole ☒

Board Meeting ☒

Attachments:

1. Procurement Analysis
2. M/WBE Considerations

Voting Requirements:

Majority

DATE: April 28, 2026

SUBJECT: Approval to Exercise Second Option Year for Transit Security Officer Services

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to execute a contract modification for transit security officer services [Contract No. C-2074362-01] with Inter-con Security Systems, Inc., to: 1) exercise the second one-year option; and 2) increase the not-to-exceed amount by \$8,523,818, for a new total authorized amount not to exceed \$32,100,496.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by unanimous vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- The Transit Security Officer Services contract modification is included in the Transit Security project in the approved FY 2026 capital budget.
- Sufficient funding for this contract modification in the amount of \$8,523,818 is included in the Transit Security project budget and the agency-wide capital line item of the FY 2026 20-Year Financial Plan.
- This contract for Transit Security Officer Services is part of the agency's strategies to improve security and reliability and will be funded with Ridership Improvement Funds.

BUSINESS PURPOSE

- This item will exercise the second one-year option and increase the contract amount to continue to provide transit security officer services in an effort to maintain a safe transit system and facilities.
- On April 18, 2023 (Resolution No. 230037), the Board approved a two-year contract [C-2074362-01] with Inter-con Security Services for transit security officer services, for a total authorized amount not to exceed \$15,383,173.

- On April 29, 2025 (Resolution No. 250033), the Board approved a contract modification for transit security officer services with Inter-con Security Services, Inc., to: 1) exercise the first one-year option; and 2) increase the not-to-exceed amount by \$8,193,505, for a new total authorized amount not to exceed \$23,576,678.
- The contractor will be expected to provide high-quality security services to maintain a safe operating environment for our employees and passengers while protecting our infrastructure from damage or disruption. The contractor will also be expected to assist the traveling public, visitors, and the citizens of the DART Service Area through the use of customer service skills, ensuring a positive experience while using DART services.
- The security services under this contract will be used to protect DART properties which include at a minimum the following areas of DART operations: DART public transportation conveyances (light rail vehicles, streetcars, buses, commuter rail vehicles, etc.) throughout the system, transit facilities including station platforms, access areas, park-n-rides and garage facilities, DART Bus and Rail Transit Centers, and other DART facilities.
- The contractor will be responsible for providing highly qualified, professional, alert, diverse, and proactive security personnel who have completed a certified Transit Security Officer Training Program. The transit security officer staffing provided by this contract will augment the Police Department's current available police officer and fare enforcement officer staffing levels to significantly increase the security presence currently available. The security services shall be continuous, regardless of operations, weather, disaster, or threatened or actual organized labor action.
- Approval of this contract modification will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.

PROCUREMENT CONSIDERATIONS

- The base term of the contract is two years from the award date of May 3, 2023, and the contract provides for two one-year options.
- The pricing for the exercise of the option year is fair and reasonable.
- Contractor performance is satisfactory.
- The procurement analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The goal for this contract was established in November 2022 at 15% M/WBE participation.
- Inter-Con Security Systems, Inc., the prime contractor, has committed to meet the goal.
- The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are in Attachment 2. The prime contractor's actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
PROCUREMENT ANALYSIS
Increase Funding/Exercise Option
Modification No. 3**

Contract Information

- A. Contract Description:** Transit Security Officers
- B. Contractor:** Inter-Con Security Systems, Inc.
- C. Contract Number:** C-2074362-01
- D. Contractual Action:** Exercise option period 2
- E. Current Contract Amount:** Not to Exceed \$23,576,678
- F. Contract Modification Amount:** \$ 8,523,818
- G. New Contract Amount:** Not to Exceed \$ 32,100,496
- H. Contract Type:** Indefinite Delivery/Indefinite Quantity
- I. Current Term of Contract/Performance Period:** Two-year base, exercising option period 2, extending to a new end date of 05/03/2027
- J. Remaining Options Available:** No options remain after this contract modification.
- K. Price Considerations:** The initial contract award was based on full and open competition and all proposals were evaluated inclusive of option years pricing.
- L. Negotiation Memorandum:** Available for review in the contract file.
- M. Determinations Required:** N/A
- N. Funding:** Local
- O. Determination of Responsibility:**
Bond Check: N/A
Reference Check: Satisfactory
Financial Responsibility Survey: Satisfactory
Insurance Check: Yes
On-Site Inspection: Yes
Arithmetic Check: Yes
Verification of Offer: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.

Determination and Recommendation

Inter-Con Security Systems, Inc. is a responsible contractor for the modification described above. Therefore, execution of the contract modification is recommended.

Approval to Exercise Second Option Year for Transit Security Officer Services

M/WBE Considerations

The goal for this contract was established in November 2022 at 15% M/WBE participation. This contract modification of \$8,523,818 will increase the contract amount to \$32,100,496. Of the contract modification amount, \$1,278,573 has been committed to the following certified firm:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT
Boutchantharaj Corp. dba DFW Security Protective Force	Fort Worth, TX	Asian-Pacific Male	Supply Security Guards	\$1,278,573

TOTAL MBE PARTICIPATION: \$1,278,573

For the entire contracting period, Inter-Con Security Systems, Inc., the prime contractor, has committed to meet the M/WBE goal through the utilization of the following certified firm:

MBE PARTICIPATION

VENDOR	LOCATION	ETHNICITY	SERVICE	AMOUNT	PERCENTAGE
Boutchantharaj Corp. dba DFW Security Protective Force	Fort Worth, TX	Asian-Pacific Male	Supply Security Guards	\$4,815,074	15.00%

TOTAL M/WBE PARTICIPATION: \$4,815,074 15.00%*

NOTE: The goal is based on the not to exceed amount of \$32,100,496. If there are any changes to this amount, the original goal shall still apply.

*The percentage and dollar amounts may remain level, increase or decrease depending on the circumstances.

Summary of EEO-1 Report

Inter-Con Security Systems, Inc. is located in Pasadena, CA and employs 13,787 individuals. The following is an analysis of their EEO-1 report:

	AAPI	BLACK	HISPANIC	NATIVE AM.	WHITE	TOTAL	PERCENTAGE
MALES	510	3,893	2,625	59	2,346	9,433	68.42%
FEMALES	113	2,607	924	26	684	4,354	31.58%
TOTAL	623	6,500	3,549	85	3,030	13,787	100%
PERCENTAGE	4.52%	47.14%	25.74%	0.62%	21.98%	100%	

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval to Exercise Second Option Year for Transit Security Officer Services

WHEREAS, on April 18, 2023 (Resolution No. 230037), the Board approved a two-year contract [C-2074362-01] with Inter-con Security Services for transit security officer services, for a total authorized amount not to exceed \$15,383,173; and

WHEREAS, on April 29, 2025 (Resolution No. 250033), the Board approved a contract modification for transit security officer services with Inter-con Security Services, Inc., to: 1) exercise the first one-year option; and 2) increase the not-to-exceed amount by \$8,193,505, for a new total authorized amount not to exceed \$23,576,678; and

WHEREAS, DART recognizes the need for continued security for its customers, employees and DART property; and

WHEREAS, DART desires to continue to increase the perception of safety and security across the DART system; and

WHEREAS, the proposed pricing for the contract modification is fair and reasonable; and

WHEREAS, funding for this contract modification is within current budget and proposed 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to execute a contract modification for transit security officer services with Inter-con Security Systems, Inc. [Contract No. C-2074362-01], to:

Section 1: Exercise the second one-year option.

Section 2: Increase the not-to-exceed amount by \$8,523,818, for a new total authorized amount not to exceed \$32,100,496.

Approval to Exercise Second Option Year for Transit Security Officer Services

Prepared by: /s/ Charles Cato

Charles Cato
Chief, DART Police and
Emergency Management

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements: 2/3

DATE: April 28, 2026

SUBJECT: Approval of Financial Standards for FY 2027 Budget and 20-Year Financial Plan

RECOMMENDATION

Approval of a resolution adopting the Financial Standards for the FY 2027 budget and 20-Year Financial Plan, as shown in Exhibit 1 to the Resolution.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

BUSINESS PURPOSE AND FINANCIAL CONSIDERATIONS

- The purpose of this item is to review the Financial Standards for the FY 2027 budget and 20-Year Financial Plan. Staff is not recommending any changes this year.
- DART Board Policy II.02, Financial Standards Policy, requires the Board to review and approve the Financial Standards each year as part of the budget and financial planning process. DART's Financial Standards include general, business planning, and debt service standards for the budget and 20-Year Financial Plan for the upcoming year.
- Discussion of this item supports Agency Strategic Goal 1: Empowered Agency - Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

LEGAL CONSIDERATIONS

- Section 452.056 of the Texas Transportation Code authorizes DART to exercise all powers necessary or useful in the construction, repair, maintenance, or operation of the public transportation system.
- Sections 452.054, 452.506, and 452.546 of the Texas Transportation Code authorize the DART Board to adopt rules and bylaws as necessary to conduct meetings.
- Article VII of the DART Board Bylaws states that the Board shall adopt and provide for the enforcement of rules, policies, or procedures in connection with the management, operation, and control of DART.

- DART Board Policy II.02, Financial Standards Policy, requires the Board to review and approve a set of Financial Standards each year during the budget and financial plan approval process. The Policy also requires an affirmative vote of two-thirds of the appointed and qualified members of the Board to approve or amend DART's Financial Standards.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Financial Standards for FY 2027 Budget and 20-Year Financial Plan

WHEREAS, the Board desires to provide staff with a financial and operating framework for the FY 2027 Annual Budget and 20-Year Financial Plan; and

WHEREAS, DART Board Policy II.02, Financial Standards Policy, requires the Board to review and approve the Financial Standards each year as a part of the budget and financial planning process; and

WHEREAS, DART Board Policy II.02, Financial Standards Policy, also states that an affirmative vote of two-thirds of the appointed and qualified members of the Board is required to approve DART's Financial Standards; and

WHEREAS, staff recommends no changes to the standards for FY 2027.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Financial Standards for the FY 2027 Annual Budget and 20-Year Financial Plan process, as shown in Exhibit 1 to this Resolution, are approved.

Approval of Financial Standards for FY 2027 Budget and 20-Year Financial Plan

Prepared by: /s/ Jamie Adelman

Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer

FY 2027 Financial Standards

The Financial Standards are divided into three sections: General, Business Planning, and Debt Service. The purpose of the general standards is to ensure that DART prudently manages its financial affairs and establishes appropriate cash reserves. The business planning standards provide management with a framework for developing the following year's budget and the 20-Year Financial Plan and establishing future business targets for management to achieve. The purpose of the debt service standards is to limit the level of debt that may be incurred and to ensure that debt assumptions are based on financial parameters similar to (or more conservative than) those that would be placed on DART by the financial marketplace. Actual debt covenants may differ from these standards. Where this occurs, the Financial Plan will reflect the actual covenants in the Board-approved debt instrument. Since DART's enabling legislation requires a two-thirds vote on debt and the Financial Plan, approval or amendment of DART's Financial Standards will require an affirmative vote of two-thirds of the appointed and qualified Board members.

FY 2027 Financial Standards – General

- G1. DART's fiscal year-end for financial reporting purposes shall be September 30. At the beginning of the budget and financial planning process each year, the Board should review and approve a set of Financial Standards that management can use to develop the next year's budget and 20-Year Financial Plan. The Board shall approve the budget by September 30 of each fiscal year. The Board shall adopt the 20-Year Financial Plan before the beginning of the fiscal year. The Board may delay adopting the financial plan by a majority vote. The Annual Budget shall be the first year of the 20-Year Financial Plan.
- G2. Complete and accurate accounting records shall be maintained in accordance with Generally Accepted Accounting Principles as promulgated by the Government Accounting Standards Board. DART's fiscal year-end for financial reporting purposes shall be September 30.
- G3. Management shall invest funds of the authority within the guidelines of the Board's approved Investment Policy and Investment Strategy, and in compliance with applicable federal and state law, including Section 452.102 of the Texas Transportation Code and the Texas Public Funds Investment Act. The Board shall approve the depository bank disbursement officers for the agency.
- G4. An independent accounting firm shall perform an examination of DART's consolidated financial statements (including Single Audit requirements) and DART's retirement plan financial statements on an annual basis. The agency's goal is to receive an unqualified opinion on the financial statements and an opinion that DART is in compliance with Federal Single Audit requirements in all material respects.

- G5. DART shall contract with an independent actuary to perform an annual valuation of the Defined Benefit Retirement Plan and Trust and the Other Post-Employment Benefits and Trust. DART shall maintain both plans at 100%-funded status, and management shall maintain a discount rate of no more than 6.75%.
- G6. Appropriate insurance coverage shall be maintained to mitigate the risk of material loss. For self-insured retentions, a separately funded Master Insurance Reserve shall be maintained in an amount equal to the estimated liability for incurred losses and a reasonable allowance for claims incurred but not filed. An actuarial review of self-insured retentions will be made at least once every three years to ensure adequacy of the Master Insurance Reserve.
- G7. DART shall maintain a working cash requirement at the end of the fiscal year of at least 90 days of operating expenses, plus cash reserves for budgeted capital projects and grants, as projected in the 20-Year Financial Plan. DART shall invest these funds in accordance with the investment strategy for the Operating Fund.
- G8. DART shall maintain an Emergency Reserve of at least \$50 million and no more than 10% of the current year's sales tax budget to mitigate emergent financial circumstances such as a natural disaster or an unanticipated shortfall in sales collections of 5% or more. Authorization to spend Emergency Reserve funds requires the affirmative vote of two-thirds of the appointed and qualified members of the Board.
- G9. DART shall maintain a Mobility Assistance Fund (MAF). Sources of funding shall include: 1) sales tax received in excess of the amount budgeted for the fiscal year after such excess has been used to meet the requirements established for the Emergency Reserve; 2) non-operating revenue and non-passenger operating revenue received in excess of the amount budgeted for the fiscal year and not already designated for a specific purpose, such as real estate sales and leases and station naming rights; 3) investment earnings on the Emergency Reserve and MAF balances; and 4) grants and other contributions, including private. The MAF shall be used for capital or operating projects and initiatives that advance the agency's goals and objectives or to mitigate fare increases. Authorization to spend MAF funds requires the affirmative vote of two-thirds of the appointed and qualified members of the Board.
- G10. Any funds remaining after compliance with the other Financial Standards shall remain as designated cash for future spending and be available for budgeting in future years in accordance with the Financial Plan and subject to Board approval (per G1).
- G11. 20-Year Financial Plan amendments shall require a two-thirds vote of the number of appointed and qualified Board members. An amendment is necessary when DART's share of the addition of a new capital project or the cumulative modification of an existing capital project is in excess of \$1 million or DART's share of the addition of a new operating program or increase in an existing operating program is in excess of \$500,000.

FY 2027 Financial Standards – Business Planning

- B1. Sales tax revenue forecasts shall be based on a sales tax model developed specifically for the DART service area by an independent economist. To ensure prudent sales tax estimates, years two-20 of the 20-Year Financial Plan shall not exceed the economist's model, but the first year may be based on management's best estimate. Average sales tax growth across all 20 years shall not exceed 3.8%.
- B2. Passenger revenue forecasts shall be derived from ridership and average fare forecasts based on the Board's approved fare policy and fare structure. The Board will consider, from time to time, fare modifications to achieve Service Plan, ridership, and subsidy per passenger targets (see B4) and to maintain DART's financial viability.
- B3. The Board shall approve annual fixed-route service levels by mode for each of the next five years. Fixed-route service levels shall be based on the Five-Year Action Plan prepared by the Planning and Development Department. Cost of service will be developed jointly by Finance and Planning.
- B4. The Board desires to steadily improve service efficiency over time. Subsidy per passenger will continue to be monitored and managed. Management will continue to report the subsidy per passenger in the Quarterly Operating and Financial Performance Report. Items that impact subsidy per passenger will be reported in the Financial Considerations section of Agenda Reports.
- B5. For financial planning purposes, total operating expenses may not increase by more than 90% of the projected rate of inflation for the Dallas area, plus the incremental costs associated with the addition of new services, programs, and/or facilities as approved by the Board, as well as Board-approved contract increases, actuarial analyses, health care cost increases, and fuel prices. The projected incremental cost impact of new services, programs, and/or facilities shall be presented to the Board for approval as part of the 20-Year Financial Plan assumption process each year.
- B6. As the Board desires to maximize financial resources devoted to the provision of service and minimize administrative costs, the administrative ratio [net administrative costs (administrative costs minus administrative revenues) divided by direct costs] may not increase for two consecutive years and shall not be higher than 12.0%. As such the direct cost ratio (direct costs minus net administrative costs divided by direct costs) shall not be lower than 88%.

Management shall use a consistent methodology for computing net administrative costs and direct costs.

Administrative costs shall include such costs as human capital, legal, marketing and communications, finance, and associated technology. Administrative revenues shall include non-passenger revenues such as advertising, concessions, and other system-generated revenue. Direct costs shall include costs incurred in the provision of service, such as bus operations, rail operations, mobility management services, police and fare enforcement, planning and development, revenue collection, and customer service.

Management will present the projected costs of the major components of net administrative costs and direct costs to the Board as part of the budget process each year.

This Financial Standard shall be achieved by maximizing direct costs relative to net administrative costs.

- B7. General Mobility Program disbursements to service area cities shall be funded according to the terms of approved interlocal agreements and recorded as non-operating expenses in the 20-Year Financial Plan.
- B8. Capital planning and development costs and start-up costs are the internal staff costs associated with planning, designing, constructing, and opening new capital projects such as the light rail system. Management shall use a consistent methodology for allocating costs between operating and capital planning. Capital planning and development costs shall not exceed 7% of total operating costs. Cumulative start-up costs for a line section shall not exceed 60% of the first-year operating costs of that line section.
- B9. The 20-Year Financial Plan shall include funding for asset replacement and expansion projects. Capital projects in excess of \$1 million shall be approved by the Board. Timely replacement of assets shall be the highest priority to ensure a safe system. Accordingly, the 20-Year Financial Plan shall include replacement reserves by major asset category to ensure adequate future funding. The reserve levels shall be based on an independent assessment of asset condition (to be completed at least once every five years). Expansion projects shall be prioritized based on the project's cost, impact on ridership, return on investment, available funds, and other relevant factors. Capital construction projects shall be increased at annual inflation rates no less than the greater of those: (i) contained in projections developed specifically for DART by an independent economist; or (ii) based on the current available data from construction contract awards. Inflation rates will be reviewed annually and as construction contracts are awarded to determine if the assumptions are reasonable. Non-construction capital projects will be increased at rates no less than general inflation (Consumer Price Index).

- B10. DART receives formula and discretionary federal funding. Formula funding shall be programmed primarily for bus replacement, capital preventive maintenance (if available), state-of-good-repair projects, and passenger facility construction. Formula funding for future years shall be forecast at the current year's funding level or at the minimum levels included in federal authorizations to ensure a conservative forecast. Discretionary funding shall be programmed primarily for major system expansion projects (e.g., LRT or new bus maintenance facilities). Discretionary funding levels shall be estimated by project based on federal criteria and the likelihood of obtaining congressional appropriations and require Board approval during the budget/20-Year Financial Plan process.

FY 2027 Financial Standards – Debt Service

- D1. DART may not enter into a debt or financing arrangement unless the transaction is in full compliance with all applicable provisions of the Texas Transportation Code and other applicable state and federal laws.
- D2. Long-term debt may be included in the 20-Year Financial Plan. Debt shall only be issued for approved capital projects and insurance reserves. Specific debt issuances are not tied to specific projects. Any project included in the budget or 20-Year Financial Plan may be funded from the General Operating Fund or with debt, as needed.
- D3. Sinking funds shall be established to ensure that cash is available to make timely debt service payments on fixed-rate debt issuances that have maturities of one year or less and have periodic semi-annual interest payments. DART shall deposit on a monthly basis a prorated amount sufficient to fund the next principal and interest payment.
- D4. Bond debt service reserve funds, if any, are to be established only when necessary. DART shall satisfy the liquidity requirements sought by bond investors and credit agencies by maintaining a sound, prudent, and reasonable Operating Fund.
- D5. DART shall establish a legal security structure of liens, agreements, pledged revenues, and other covenants which will be sufficient to (1) secure a rating of “A” or better on sales tax securities; (2) a MIG1 or SP1 rating on short-term notes; or (3) secure A1 or P1 rating on other short-term debt, or if necessary, secure a credit enhancement from a financial institution with a rating of “AA” or better.
- D6. Certain debt service coverage ratios are required to access the financial markets. For financial planning purposes, annual sales tax revenues must exceed DART’s current year debt service obligations by a factor of at least two (External Coverage Ratio). It is a goal of DART that for financial planning purposes, for long-term debt, sales tax revenues plus operating revenues, plus interest income, less operating expenses (excluding debt service and depreciation), for any twelve consecutive months of the prior eighteen months, must be sufficient to cover maximum annual debt service (ratio greater than 1.0). However, the DART Board may choose to grant exceptions to this standard in the interest of expediting the completion of the System Plan.



Agenda Report

Committee-of-the-Whole ☒

Board Meeting ☒

Attachments:

1. Contract Award Analysis
2. SBE Considerations

Voting Requirements:

Majority

DATE: April 28, 2026

SUBJECT: Approval of Contract for DART Police Motorcycle Replacements

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a seven-month contract for the purchase of six Harley-Davidson police motorcycles with an option to purchase six additional motorcycles to Longhorn Harley-Davidson [Contract No. C-2093347-01], for a total authorized amount not to exceed \$320,000.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This contract for the purchase of six Harley-Davidson police motorcycles is included in the Motorcycle Replacement Police project in the approved FY 2026 capital budget.
- Sufficient funding for this contract in the amount of \$320,000 is included in both the Motorcycle Replacement Police project budget and agency-wide capital line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval of this contract will help achieve Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.
- There is a need to replace an aging fleet of police motorcycles, which were purchased in 2009 and 2016.
- Currently, six police motorcycles are at the end of their life cycle.
- The intent is to purchase six motorcycles this year and another six in 2027.

PROCUREMENT CONSIDERATIONS

- DART will use the approved Buy Board cooperative agreement to purchase six police motorcycles with an option to purchase six additional motorcycles.
- This will be a seven-month requirements contract.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- This procurement is being conducted through the Buy Board Purchasing Cooperative, which satisfies all applicable competitive procurement requirements. Because the contract was competitively solicited and awarded by the cooperative on behalf of its members, no separate participation goal is established for this procurement.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative Buy Board Contract No. 724-23
DART Contract No. C-2093347-01

Contract Information

- A. Description:** Police Motorcycles Replacement
- B. Contractor:** Longhorn Harley-Davidson
- C. Contract Number:** C-2093347-01
- D. Contract Amount:** Not to exceed \$320,000
- E. Contract Type:** Requirements
- F. Performance Period/Term of Contract:** Performance Period: Notice to proceed to November 30, 2026.
- G. Options Available:** Six additional motorcycles
- H. Funding Source:** Local
- I. Price Considerations:** Price is fair and reasonable based on historic prices paid by DART for similar motorcycles and the Independent Cost Estimate.
- J. Determination of Responsibility:**
Reference Check/ Financial Responsibility Survey: Provided via cooperative source.
Arithmetic Check: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.
- K. Determinations Required:** Brand Name Only

Determination and Recommendation

Longhorn Harley-Davidson is determined to be a responsive and responsible contractor through an approved cooperative agreement, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for DART Police Motorcycle Replacements

SBE Considerations

This procurement is being conducted through the Buy Board Purchasing Cooperative, which satisfies all applicable competitive procurement requirements. Because the contract was competitively solicited and awarded by the cooperative on behalf of its members, no separate participation goal is established for this procurement.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for DART Police Motorcycle Replacements

WHEREAS, there is a need to replace an aging fleet of police motorcycles, which were purchased in 2009 and 2016; and

WHEREAS, a cooperative procurement for a seven-month contract with an option to purchase six additional motorcycles was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price for this contract is considered to be fair and reasonable; and

WHEREAS, sufficient funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED that the Acting President & Chief Executive Officer or his designee is authorized to award a seven-month contract for the purchase of six Harley-Davidson police motorcycles with an option to purchase six additional motorcycles to Longhorn Harley-Davidson [Contract No. C-2093347-01], for a total authorized amount not to exceed \$320,000.

Approval of Contract for DART Police Motorcycle Replacements

Prepared by: /s/ Charles Cato

Charles Cato
Chief, DART Police and
Emergency Management

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Second Amendment of Interlocal Agreement with Dallas County Hospital District D/B/A Parkland Health for the DART Cares Program

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to extend for up to five months the Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health (“Parkland”), in substantially the form shown as Exhibit 1 to the resolution and subject to legal review, for a total authorized amount not to exceed \$259,990 to provide mental health clinicians for the DART Cares program, which will connect individuals on DART's system who are experiencing homelessness and mental health conditions to the mental health clinicians and services.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Board of Directors meeting for final approval.

FINANCIAL CONSIDERATIONS

- This extension of the interlocal agreement (ILA) with Parkland is included in the DART Police Department's approved FY 2026 Operating budget.
- Sufficient funding for this ILA extension in the amount of \$259,990 is included in both the DART Police Department's approved FY 2026 Operating budget and Total Operating Expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- Approval to extend the ILA will allow DART staff to continue the DART Cares Multi-Disciplinary Response Team (MDRT) without a gap while staff solicits procurement options. Continuation of the program will assist DART in achieving Agency Strategic Goal 3: Quality Service - Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement, and Strategic Goal 6: Strategic Relationships – Position DART as a collaborative leader and recognized regional economic and mobility asset.
- The MDRT consists of Parkland Health mental health clinicians working with DART Police to assist vulnerable populations experiencing mental health concerns on the DART system.

- The DART Cares MDRT program is designed to:
 - Ensure a safe, secure and comfortable environment for all DART riders.
 - Prevent the use of DART vehicles and facilities as de facto shelters.
 - Provide targeted outreach and connect vulnerable populations to appropriate services through a coordinated, community-based response.
- On October 31, 2023 (Resolution No. 230141), the Board authorized an ILA with Parkland for a total authorized amount of \$560,310 to provide mental health clinicians for the DART Cares Program, which included coordination with Dallas Fire-Rescue (DFR).
- The program began with a two-month beta program safety launch on November 1, 2023, and a full pilot program on January 1, 2024. The pilot design was integrated into a network of community collaborations.
- On November 12, 2024 (Resolution No. 240143), the Board approved an ILA with Parkland through October 30, 2025. The revised model no longer includes DFR and allows the MDRT to serve transit areas in all service area cities. DART staff have met with all service area cities and other social service organizations to discuss the program.
- On October 28, 2025 (Resolution No. 250137), the Board approved an extension of the ILA with Parkland through April 30, 2026, for a total authorized amount not to exceed \$300,000, to provide mental health clinicians for the DART Cares Program.

LEGAL CONSIDERATIONS

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes DART to contract or agree with another local government to perform governmental functions and services in which the parties are mutually interested.

Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

**Approval to Extend Interlocal Agreement with Dallas County Hospital District D/B/A
Parkland Health for the DART Cares Program**

WHEREAS, DART Cares Multi-Disciplinary Response Team (MDRT) consists of Parkland Health mental health clinicians working with DART Police to assist vulnerable populations who are experiencing mental health concerns on the DART system; and

WHEREAS, this program minimizes the use of DART as a de facto shelter for the unhoused population; and

WHEREAS, on October 31, 2023 (Resolution No. 230141), the Board authorized an interlocal agreement (ILA) with Parkland for a total authorized amount of \$560,310 to provide mental health clinicians for the DART Cares program, which included coordination with Dallas Fire-Rescue (DFR); and

WHEREAS, the program began with a two-month beta program safety launch on November 1, 2023, and a full pilot program on January 1, 2024; and

WHEREAS, the pilot design was integrated into a network of community collaborations; and

WHEREAS, on November 12, 2024 (Resolution No. 240143), the Board authorized an ILA with Parkland through October 30, 2025. The revised model no longer includes DFR and allows the MDRT to serve transit areas in all service area cities; and

WHEREAS, on October 28, 2025 (Resolution No. 250137), the Board approved an extension of the ILA with Parkland through April 30, 2026, for a total authorized amount not to exceed \$300,000; and

WHEREAS, an extension to the ILA will allow DART staff to continue the program while staff solicits procurement options for the DART Cares MDRT program; and

WHEREAS, funding for this agreement is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to execute an extension of up to five months to the Interlocal Agreement with Dallas County Hospital District d/b/a Parkland Health ("Parkland"), in substantially the form shown as Exhibit 1 to the resolution and subject to legal review, for a total authorized amount not to exceed \$259,990 to provide mental health clinicians for the DART Cares program, which will connect individuals on DART's system who are experiencing homelessness and mental health conditions to mental health clinicians and services.

Approval to Extend Interlocal Agreement with Dallas County Hospital District D/B/A Parkland Health for the DART Cares Program

Prepared by: /s/ Charles Cato

Charles Cato
Chief, DART Police and
Emergency Management

Approved as to form: /s/ Joycell Hollins

Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez

Gene Gamez
Acting President &
Chief Executive Officer

**SECOND AMENDMENT TO FORM OF
INTERLOCAL AGREEMENT
between
DALLAS AREA RAPID TRANSIT and
DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH
for
CRISIS RESPONSE SERVICES**

This Second Amendment is entered into by and between Dallas Area Rapid Transit ("DART") and the Dallas County Hospital District d/b/a Parkland Health ("Parkland").

WHEREAS Parkland and DART are parties to that certain Interlocal Agreement, which was dated to be effective as of November 1, 2024, (the "Agreement"); and

WHEREAS the Agreement was modified pursuant to agreement of the parties via an Amendment to Interlocal Agreement, which was dated to be effective as of November 1, 2025, (the "Amendment"); and

WHEREAS Parkland and DART wish to further amend such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Parkland and DART hereby agree as follows:

1. The term of the Agreement shall be extended for an additional five (5) month period, through September 30, 2026.
2. This Second Amendment is effective as of the 1st day of May 2026.
3. Except as modified by this Second Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health**

Dallas Area Rapid Transit

By: _____

By: _____

Name: Richard Humphrey

Name: _____

Title: EVP & Chief Financial Officer

Title: _____

Date: _____

Date: _____



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. Vendor Demographics	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Enterprise Resource Planning Software Subscription for Financial and Procurement Modules

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a five-year contract to DLT Solutions, LLC (Infor), for an Enterprise Resource Planning (ERP) Software Subscription for Financial and Procurement Modules [Contract No. C-2087804-01], for a total authorized amount not to exceed \$3,274,909.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Development & Innovation Committee meeting.

FINANCIAL CONSIDERATIONS

- This contract for an ERP Software Subscription for Financial and Procurement Modules is included in the Technology Department's approved FY 2026 operating budget.
- Sufficient funding for this contract, in the amount of \$3,274,909, is included in both the Technology Department's FY 2026 operating budget and the total operating expense line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- This contract is to procure a subscription for Infor's ERP software-as-a-service (SaaS) solution supporting DART's core Finance and Procurement business functions.
- DART decided to replace its legacy ERP in March 2019. Phase 1 of the project replaced core human resources, talent management, and payroll systems in December 2022.
- Staff briefed the Committee of the Whole on Phase 2 of the ERP Replacement project in June 2023, July 2024, January 2025, and August 2025.
- This ERP solution will help standardize processes and automate routine tasks, reducing manual effort, minimizing errors, and supporting compliance with internal policies and external regulations.

- The modern cloud-based platform integrates Finance and Procurement functions, streamlines core workflows, and provides employees and supervisors with secure access and self-service options, allowing them to complete their tasks efficiently.
- This implementation will enhance transparency and reporting capabilities, enabling data-driven decision-making across Finance and Procurement functions.
- This project underwent extensive scope development and a robust procurement process. Two vendors were deemed competitive in the original solicitation process, but after several rounds of negotiation and in consultation with counsel, DART determined that we could not agree on the terms and conditions established in the RFP and DART Procurement Regulations (DPR). DART formally canceled the solicitation and chose instead to use a Texas Department of Information Resources (DIR) contract, soliciting two quotes through the DIR before selecting Infor as the recommended vendor.
- Approval of this contract supports the Agency Strategic Goal 1: Empowered Agency - Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

- DART is using an approved State of Texas DIR agreement (DIR Contract No. DIR-CPO-5677).
- This will be a Definite Quantity/Definite Delivery (firm-fixed price) contract for a term of five years.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The State of Texas contracts will be utilized for this procurement. The responsible State agency is the Texas DIR. As this is a State contract, any reports of subcontracting spend will be to and through the State.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative DIR Contract No. DIR-CPO-5677
DART Contract No. C-2087804-01**

Contract Information

- A. Description:** Enterprise Resource Planning (ERP) for Financial and Procurement Modules Software Subscription
- B. Contractor:** DLT Solutions, LLC (Infor)
- C. Contract Number:** C-2087804-01
- D. Contract Amount:** Not to exceed \$3,274,909
- E. Contract Type:** Definite Quantity/Definite Delivery (firm-fixed rates)
- F. Performance Period:** Five years from Notice to Proceed
- G. Options Available:** N/A
- H. Funding Source:** Local
- I. Price Considerations:** This is a State of Texas Department of Information Resources (DIR) contract, DIR contracts are advertised and competed prior to award and comparison to DART's independent cost estimate. DIR Contract No. DIR-CPO-5677
- J. Determination of Responsibility:**
Reference Check/ Financial Responsibility Survey: Provided via cooperative source.
Arithmetic Check: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.
- K. Determinations Required:** None

Determination and Recommendation

DLT Solutions, LLC (Infor) is determined to be a responsive and responsible contractor through an approved cooperative agreement, has the capacity to perform this contract, and is recommended for award.

Approval of Contract for Enterprise Resource Planning Software Subscription for Financial and Procurement Modules

Vendor Demographics

The State of Texas contracts will be utilized for this procurement. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of any subcontracting spend will be to and through the State.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Enterprise Resource Planning Software Subscription for Financial and Procurement Modules

WHEREAS, this contract is to procure a subscription for DLT Solutions, LLC (Infor) Enterprise Resource Planning (ERP) software-as-a-service solution supporting DART's core Finance and Procurement business functions; and

WHEREAS, this ERP solution will help standardize processes and automate routine tasks, reducing manual effort, minimizing errors, and supporting compliance with internal policies and external regulations; and

WHEREAS, the modern cloud-based platform integrates Finance and Procurement functions, streamlines core workflows, and provides employees and supervisors with secure access and self-service options, allowing them to complete their tasks efficiently; and

WHEREAS, a State of Texas Department of Information Resources (DIR) agreement for a five-year contract was conducted in accordance with the DART Procurement Regulations (DIR Contract No. DIR-CPO-5677); and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a five-year contract to DLT Solutions, LLC (Infor), for an Enterprise Resource Planning (ERP) Software Subscription for Financial and Procurement Modules [Contract No. C-2087804-01], for a total authorized amount not to exceed \$3,274,909.

Approval of Contract for Enterprise Resource Planning Software Subscription for Financial and Procurement Modules

Prepared by: /s/ Jamie Adelman
Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Joycell Hollins
Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez
Gene Gamez
Acting President &
Chief Executive Officer



Agenda Report

Committee-of-the-Whole ☒
Board Meeting ☒

Attachments: 1. Contract Award Analysis 2. Vendor Demographics	Voting Requirements: Majority
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DATE: April 28, 2026

SUBJECT: Approval of Contract for Enterprise Resource Planning Phase 2 Software Implementation and Support Services

RECOMMENDATION

Approval of a resolution authorizing the Acting President & Chief Executive Officer or his designee to award a five-year contract to DLT Solutions, LLC (Infor), for Enterprise Resource Planning (ERP) Phase 2 Software Implementation and Support Services [Contract No. C-2095626-01], for a total authorized amount not to exceed \$2,798,669.

COMMITTEE CONSIDERATIONS

- On April 7, 2026, the Committee of the Whole moved this item by majority vote to the April 28, 2026, Development & Innovation Committee meeting.

FINANCIAL CONSIDERATIONS

- This contract for Software Implementation and Support Services is included in the Lawson Enterprise Resource Planning Replacement project budget of the approved FY 2026 Capital Budget.
- Sufficient funding for this contract in the amount of \$2,798,669 is included in both the Lawson Enterprise Resource Planning Replacement project budget and the Agency-Wide Capital line item of the FY 2026 20-Year Financial Plan.

BUSINESS PURPOSE

- This contract is for Infor to provide implementation services to DART during the ramp-up and implementation of the new ERP software solution for Finance and Procurement. They will also provide ongoing support services post implementation.
- DART decided to replace its legacy ERP in March 2019. Phase 1 of the project replaced core human resources, talent management, and payroll systems in December 2022.
- Staff briefed the Committee of the Whole on Phase 2 of the ERP Replacement project in June 2023, July 2024, January 2025, and August 2025.
- ERP system implementation will affect multiple custom applications, reports, and existing integrations with major systems, including Workday, InfoStation, Maximo, and Trapeze.

- Infor will deliver implementation services to help Technology prepare the platform, migrate functions from legacy systems, support data conversion, and provide support during and after implementation.
- The software solution leverages a modern cloud-based platform that integrates Finance and Procurement functions, streamlines core workflows, and provides employees and supervisors with secure access and self-service options, allowing them to complete their tasks efficiently.
- This ERP solution will help standardize processes and automate routine tasks, reducing manual effort, minimizing errors, and supporting compliance with internal policies and external regulations.
- This implementation will enhance transparency and reporting capabilities, enabling data-driven decision-making across Finance and Procurement functions.
- Approval of this contract supports the Agency Strategic Goal 1: Empowered Agency - Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.

PROCUREMENT CONSIDERATIONS

- DART is using an approved State of Texas Department of Information Resources (DIR) agreement (DIR Contract No. DIR-CPO-5677).
- This will be a Definite Quantity/Definite Delivery (firm-fixed price) contract for a term of five years.
- The contract award analysis is provided as Attachment 1.

VENDOR DEMOGRAPHICS

- The State of Texas contracts will be utilized for this procurement. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of any subcontracting spend will be to and through the State.

LEGAL CONSIDERATIONS

- Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.

**Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
Cooperative DIR Contract No. DIR-CPO-5677
DART Contract No. C-2095626-01**

Contract Information

- A. Description:** Enterprise Resource Planning (ERP) Phase 2 Software Implementation Services
- B. Contractor:** DLT Solutions, LLC (Infor)
- C. Contract Number:** C-2095626-01
- D. Contract Amount:** Not to exceed \$2,798,669
- E. Contract Type:** Definite Quantity/Definite Delivery (firm-fixed rates)
- F. Performance Period:** Five years from Notice to Proceed
- G. Options Available:** N/A
- H. Funding Source:** Local
- I. Price Considerations:** This is a State of Texas Department of Information Resources (DIR) contract, DIR contracts are advertised and competed prior to award and comparison to DART's independent cost estimate.
- J. Determination of Responsibility:**
Reference Check/ Financial Responsibility Survey: Provided via cooperative source.
Arithmetic Check: Yes
Buy America Certification and/or Audit, if applicable: N/A
Debarred/Suspended list: Not on the debarred /suspended list.
- K. Determinations Required:** None

Determination and Recommendation

DLT Solutions, LLC (Infor) is determined to be a responsive and responsible contractor through an approved cooperative agreement, has the capacity to perform this contract, and is recommended for award.

**Approval of Contract for Enterprise Resource Planning Phase 2 Software Implementation
Services**

Vendor Demographics

The State of Texas contracts will be utilized for this procurement. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of any subcontracting spend will be to and through the State.

DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Approval of Contract for Enterprise Resource Planning Phase 2 Software Implementation and Support Services

WHEREAS, this contract is for DLT Solutions, LLC (Infor), to provide implementation and support services to DART during the ramp-up and implementation of the new Enterprise Resource Planning (ERP) software solution for Procurement and Finance; and

WHEREAS, ERP system implementation will affect multiple custom applications, reports, and existing integrations with major systems, including Workday, InfoStation, Maximo, and Trapeze; and

WHEREAS, Infor will deliver implementation services to help Technology prepare the platform, migrate functions from legacy systems, support data conversion, and provide support during and after implementation; and

WHEREAS, a State of Texas Department of Information Resources (DIR) agreement for a five-year contract was conducted in accordance with the DART Procurement Regulations (DIR Contract No. DIR-CPO-5677); and

WHEREAS, the proposed pricing is fair and reasonable; and

WHEREAS, funding for this contract is within current budget and FY 2026 20-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Acting President & Chief Executive Officer or his designee is authorized to award a five-year contract to DLT Solutions, LLC (Infor), for ERP Phase 2 Software Implementation and Support Services [Contract No. C-2095626-01], for a total authorized amount not to exceed \$2,798,669.

Approval of Contract for Enterprise Resource Planning Phase 2 Software Implementation Services

Prepared by: /s/ Jamie Adelman
Jamie Adelman
Executive Vice President/
Chief Financial Officer

Approved as to form: /s/ Joycell Hollins
Joycell Hollins
Deputy General Counsel

Approved by: /s/ Gene Gamez
Gene Gamez
Acting President &
Chief Executive Officer