REQUEST FOR PROPOSAL
FY17-R-006

for
FAREBOXES and AUTOMATED FARE COLLECTION
SYSTEM

for
DES MOINES AREA REGIONAL TRANSIT AUTHORITY

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<td>Pre-Proposal Meeting/Conference Call:</td>
<td>March 15, 2017 – 1:30 PM Central</td>
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<td>Week of May 1, 2017</td>
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LEGAL NOTICE

REQUEST FOR PROPOSAL
FY17-R-006
FAREBOXES AND AUTOMATED FARE COLLECTION SYSTEM

Sealed proposals are hereby requested by the DES MOINES AREA REGIONAL TRANSIT AUTHORITY, 620 Cherry Street, Des Moines, Iowa to be received until 2:00 p.m. local time, on April 12, 2017 for Fareboxes and an Automated Fare Collection System.

Requests for clarification and/or questions concerning the issued document shall be directed to Mike Tiedens in the DART Procurement Department at 515-283-5034 or e-mail dartprocurement@ridedart.com. All submittal questions concerning this RFP are due by March 20, 2017. This will be the only notice rendered for this procurement. Proposal Documents can be obtained at DART Central Station, above address, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or DART’s website https://www.ridedart.com/business-center/procurement.

In accordance with Title VI of the Civil Rights Act of 1964, DART notifies all proposed vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

DES MOINES AREA REGIONAL TRANSIT AUTHORITY
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SECTION 1:
PROPOSAL SUBMITTAL REQUIREMENTS

All proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection. Proposing firms shall include the following information, at a minimum, in their proposal and shall organize their proposal in the same order as the items are listed below.

1.1. GENERAL REQUIREMENTS
The proposal shall:

• Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities and approach to the project.
• Specifically describe the Proposer's role in relationship to its subcontractors and shall describe the interfaces with said subcontractors.
• Reflect a level of understanding of the work required.

1.2. GENERAL FORMAT
• In preparing the proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible.
• Proposals shall be prepared on 8.5 x 11" paper with 1" margins. Typing shall be single spaced and no smaller than font size 11.
• Use of 11 x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited.
• Promotional or Advertising information will not be accepted.

1.3. COPIES

Volume 1: Technical Proposal
• Six (6) bound copies, all of which shall be enclosed and sealed in envelope(s).
• One (1) complete digital/electronic copy submitted as one file on a CD or flash drive. Can be submitted on the same media as the Pricing Proposal.

Volume 2: Pricing Proposal
• One (1) bound original which shall be enclosed and sealed in an envelope.
• One (1) complete digital/electronic copy submitted as one file on a CD or flash drive. Can be submitted on the same media as the Technical Proposal.

1.4. SUBMITTAL

Proposals must be submitted via mail or hand delivery AND submitted through the DART portal.

Mailed or delivered proposals shall be addressed to:
Des Moines Area Regional Transit Authority
ATTN: PROCUREMENT DEPARTMENT
620 Cherry Street
Des Moines, Iowa 50309
Phone: (515) 283-8146

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Electronic submittals shall be submitted via the following portal: http://bit.ly/2IBAUU

The portal will expire at the closing of the bid process.

Contact the DART Procurement Manager if any issues submitting through the portal.

1.5. PRE-PROPOSAL CONFERENCE

There will be one (1) optional pre-proposal meeting/conference call held at 1:30 PM Central on March 15, 2017 in the Multimodal Room at DART Central Station, 620 Cherry St., Des Moines, IA 50309. Attendance is not mandatory to submit a proposal for the RFP. Interested firms do have the option of attending via teleconference. The teleconference dial-in number is 515-645-9294, Access Code = 55450.

The purpose of the pre-proposal conference will be for DART to further explain the proposal process and provide a general overview of the agency, as well as to allow interested firms an opportunity to ask questions about the RFP after having an opportunity to review the requirements.

1.6. PROPOSAL REQUIREMENTS

VOLUME 1: TECHNICAL PROPOSAL

The Technical Proposal shall contain concise written material and drawings that enable a clear understanding and evaluation of the hardware, software, assemblies, functions, and services proposed for the Fareboxes and Automated Fare Collection System. Legibility, clarity, and completeness of the technical and qualifications descriptions are essential.

The Technical Proposal shall include manufacturer’s data sheets and specifications including previous records of successful operations for all systems and equipment proposed in this response. All offered hardware shall have a history of at least 12-months of successful operation in at least three separate projects.

If any new service offering, product, or system developments (including software) are needed to meet the Contract requirements, they shall be highlighted in the Technical Proposal. The Proposer shall indicate the magnitude of effort in terms of research and development time, the approach to gain DART acceptance of the product prior to production, and any schedule implications.

The Technical Proposal shall consist of PART A: QUALIFICATIONS SUBMITTAL and PART B: TECHNICAL SUBMITTAL, as required below and shall include text, drawings, graphics, and tables as needed to clearly describe the software, services, equipment, and qualifications. The Technical proposal is limited to one hundred (100) pages; fifty (50) pages for part A and fifty (50) pages for part B (excluding the Functional Requirements Response). To comply with PART B of the technical proposal include a response to the
SECTION 1: PROPOSAL SUBMITTAL REQUIREMENTS

Functional Requirements Matrix for each of the technical specifications found in the RFP. The requirements will be found in Appendix A of the RFP. The responses must be completed on the Functional Requirements Matrix and submitted electronically in its native excel file format.

VOLUME 1, PART A: QUALIFICATIONS SUBMITTAL

A. PROPOSAL LETTER
This letter must be completed and executed by an authorized representative of the Proposer. No other letter may replace or be included in addition to the Proposal Letter.
A proposal letter transmitting the proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the proposal without modifications, unless mutually agreed to by DART and the Proposer.

The proposal letter shall also contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which DART is evaluating proposals. The cover letter shall also identify the legal form of the firm. If the firm is a corporation, the cover letter shall identify in which state the company was incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms.

The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm or team.

B. TABLE OF CONTENTS
The table of contents should identify locations of all sections in the proposal.

C. FIRM AND STAFF QUALIFICATIONS
The proposal shall include a general description of the firm and its background as it relates to this project. The proposal shall outline the team for the project. It shall identify the prime consultant, including any partnerships or joint ventures. The proposer shall outline the following:
• If a partnership, list names and addresses of partners
• If a corporation, list names of officers and directors and State of incorporation
• If a joint venture, list names and addresses of venturers and if any venturer is a corporation or partnership, list for each the same information required for a corporation or partnership

Specific information regarding the firm and staff shall be submitted and include:
• Information demonstrating the firm and staff capabilities to perform all aspects of this particular project
• Information regarding the expertise and experience of staff person(s) to be assigned to work on the project; it should also contain specific proposed responsibilities of the project staff person(s), coordination activities with DART staff and estimated workdays of participation
• Information on the current and projected workload of key staff to be assigned to this project; including level and magnitude of involvement, and start and completion dates
• If any work is to be subcontracted to another firm(s), the proposal must include the above firm and staff qualification information for each subcontractor, a description of the services
SECTION 1: PROPOSAL SUBMITTAL REQUIREMENTS

the firm performs, and related projects and references

- Information regarding the proposer’s previous experience with similar or related projects, as well as each teammate, within the last five (5) years in the design, manufacture, and commissioning of equipment and technology that is the same or similar to those specified in the Technical Specifications, including:
  - Cash & Token Fare Collection
  - Mobile Ticketing
  - Ticket Printing
  - QR Code based Passes
  - Period and Unlimited Use Pass Programs
  - Transit Benefits

- Please provide the following information for three (3) reference projects:
  - Name and location of the purchasing organization
  - Project start and end dates and dates of the project and the commissioning of equipment (if any)
  - General description of the system/project
  - Description of all equipment provided including the quantities of equipment, performance requirements, and length of time that each has been in revenue service in service and aggregate number of transactions vended to date
  - Data evidencing the performance reliability of provided equipment, as recorded by the purchaser
  - Brief description of the differences between the prior installation and the proposed DART project
  - Name, address, and telephone number of the purchaser’s commercial and technical contacts for the project
  - Provide the experience offered by certified DBE firms providing services for this contract

D. PROJECT SCHEDULE
The Proposer will provide a tentative schedule in the Proposal for delivery and installation of the systems/equipment described herein. Schedule may be a consideration in contract award. The formal schedule will be negotiated and be a part of the awarded contract to the successful proposer. The successful proposer, in consultation with the DART Project Manager, will develop a training schedule.

E. PROJECT MANAGEMENT
The proposer should demonstrate how they will manage their responsibilities, schedule the work to be performed and work with DART personnel as defined in the Scope of Work. It shall include the proposer’s approach to managing the schedule for their work and the project as a whole. It shall address proposer’s approach to scope, schedule and cost control. It should include any other information helpful to the Selection Committee in determining the proposer’s unique ability to manage, control and coordinate the Project.

- Describe the interface relationships between engineering, manufacturing, program control, quality control, and test departments under your proposed approach to this Project.
- Coordination of Subcontractors and Suppliers

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o Provide a chart showing the organization proposed for this Contract.
o Identify all subcontractors/suppliers and the services to be provided by each for this Contract. Describe the specific involvement of DBE firms, and what interaction is envisioned for the firms with DART staff that would be reasonably expected to result in a lasting business relationship for the firms.
o Identify, by percentage, the value of work planned to be performed by the prime team member and by each and every subcontractor and supplier comprising the team, highlighting those firms that are certified DBE firms.

• Schedule and Cost Control
  o Describe the internal methods that shall be utilized for schedule and cost control of the Project. The purpose of the required description is for the Proposer to demonstrate its internal capabilities to meet the scheduled completion date (including any interim milestones) for the Project.
o Provide samples of the Proposer’s project management and scheduling capabilities to demonstrate its ability to meet those requirements in this Contract.
o Describe the Proposer’s preliminary installation plan, evidencing the Proposer’s ability to meet the installation requirements in this Contract.

F. COMMITMENT AND QUALITY OF RESOURCES
• Identify the name, title and business address of the key personnel proposed for the Project, including but not limited to proposed individuals with the following responsibilities:
o Project Manager
o Project Engineer
o Key Technical Personnel
o Field Service Engineer (Lead Onsite Staff)
• Provide a detailed description of the relevant qualifications and experience of each of the individuals identified above. Résumés for each person should be provided, and identify the commitment (percentage of time dedicated) to this Project of key personnel and the current location of all proposed personnel.

G. DBE INFORMATION
Information on any Disadvantaged Business Enterprise (DBE) participation shall be submitted. DART has established a DBE Participation Policy Statement and goals for performance of this project. Specific information regarding the policy and goals is provided in Section 14.11 DBE PARTICIPATION. At a minimum, DBE information shall include:
• A description of any DBE firm(s) and the work it (they) will perform
• Evidence of the firm’s DBE certification
• Estimated value of services to be performed and/or materials to be provided by DBE firm(s) under the proposal

VOLUME 1, PART B: TECHNICAL SUBMITTAL

H. GENERAL
1) Description of overall project approach, reflecting a thorough understanding of the work
SECTION 1:
PROPOSAL SUBMITTAL REQUIREMENTS

required.

2) Demonstrate a clear understanding of DART’s business needs and requirements clearly describing the proposed solution, as well as the individual components and underlying technologies comprising the proposed solution.

3) Describe means of achieving the objectives of this procurement, which are:
   a) Provide solutions that:
      o Automate and are scalable for recording and processing institutional (employer) passes
      o Eliminate the need for paper transfers and transfer cutters
      o Enable adoption of emerging fare payment technologies
      o Improve fare collection equipment reliability and data security
      o Encourage the use of fare media over cash
      o Increase ease of use for customers and operators
   b) Automate fare collection that:
      o Reduce human error and fare disputes
      o Help reduce dwell times
      o Improve data collection/reporting capabilities
      o Realize operational efficiencies and reduce overall cost of operations

4) List all design variances from the requirements outlined in the Technical Specifications, and describe the reasons for such variances, and how such variances will address DART’s business needs and requirements. Identify how the design of such items would have to be modified to meet the current requirements of the Technical Specifications. In the case of bidding a partial response to this procurement e.g. farebox only, ticket printer only, identify the needs and assumptions for integration with other onboard devices and the Bytemark Back Office System.

I. INTERFACE SPECIFICATIONS TO other SYSTEMS
   1) Describe the plan for interfacing with DART’s systems (Trapeze, Bytemark), include a description of the DART information needed.
   2) Will these be based on proprietary specifications developed for other customers (describe) or commonly available specifications such as Ethernet, SAE J-1708/J-1587, APTA TCIP and related standards?
   3) If proprietary, are there any licensing costs associated with the proposed mobile ticketing?
   4) Describe the plan for providing the third party Interface Specifications, including APIs.
   5) Describe similar solutions provided for other customers.

J. BACK OFFICE MANAGEMENT SYSTEM (BOM)
   1) Describe the proposed BOM.
   2) Describe the data management system, including:
      a) Describe the types of data, information, alarms, events, etc. that are captured.
      b) Describe the types of standard reports available, including revenue, products, ridership, fraud, trend, etc.
      c) Describe how DART can create ad-hoc reports.

K. COMPLIANCE WITH SYSTEM REQUIREMENTS (Appendix exempt from page count of part B of the

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RFP

1) Proposers shall submit a completed Compliance Matrix indicating compliance with the functional and technical requirements specified in Appendix A of this Request for Proposal. Proposers must indicate compliance with each system requirement as Compliant (C), Alternative (A) or Does Not Comply (N), as defined below. Proposers are not allowed to breakout portions of the requirement to respond to individual parts of that requirement.

   a) Compliant responses (C) must not include limitations, conditions, or qualifications. Any Fully Compliant responses by the Proposer that are qualified by limitations, etc. in the Compliance Matrix shall be considered non-compliant (also known as Does Not Comply). Comment boxes shall not include other statements (e.g. N/A) if Proposer “fully complies”. If Proposers are fully compliant with only part of the requirement, the correct response would be (A), or “Alternative”, and a detailed description shall be provided.

   b) Alternative responses (A) shall include an explanation in the Compliance Matrix to clearly describe how the proposed solution meets the functionality of the requirement(s), and may include limitations or qualifications explaining why the solution is not Fully Compliant. Proposers shall clearly indicate in the comments section whether or not the solution is new development (and the extent of development required) or "off the shelf".

   c) Does Not Comply responses are not required to include comments in the Compliance Matrix, however proposers are encouraged to provide remarks. If Proposers do not comply with the requirement, the correct response would be (N).

2) All sections of the compliance matrix must be fully completed and submitted to DART as a native excel file.

3) DART reserves the right to request more information for all responses listed as alternatives.

4) Proposals submitted without a completed Compliance Matrix that adheres to the above instructions will be considered non-responsive.

L. SERVICES PROVIDED

   1) System Maintenance: Describe how maintenance services will be established and operated from system delivery through warranty expiration, including nominated personnel to conduct the maintenance support program, where they will be based, provisions for their transportation in the DART region, and experience.

   2) Training: Describe the training process for operations, maintenance and administrative/managerial service staff.

   3) Operations and Maintenance (O&M) Manuals: Describe the methodology of the O&M Manuals.

M. TECHNICAL ALTERNATIVES

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1) In this section, the Proposer shall be permitted to identify any cost drivers and/or technical alternatives, as described below; proposers are not required to provide cost drivers or alternative concepts, and any information provided by a Proposer in this section shall not be considered when determining the acceptability of proposals or scoring proposals; provided that the Proposal has been deemed by DART as “acceptable,” such information may be incorporated into possible follow-on discussions with Proposers.

2) The Proposer may identify cost drivers in its proposal resulting from the Contract requirements specified in this Request for Proposals; the Proposer shall fully explain the reason that such items increase the Proposer’s bid price and provide alternative solutions, identifying the possible cost savings of such solutions over the specified requirements.

3) The Proposer may present alternative technology not specified or permitted in the Contract Documents, should such a technology provide advantages to DART over the specified Contract Requirements; such alternatives shall be fully described showing the nature of the offered improvement, the impact on the equipment as specified, and its advantage(s) to DART; the Proposer shall advise what modification to the Contract documents would be required to allow for the alternative concept; any price benefits from an alternative concept shall be clearly identified.

N. DRAWINGS
Include all drawings required to support the description of proposed solutions contained in Part I. The drawings shall be numbered to facilitate referencing. Drawings shall be of sufficient quality to enable a thorough evaluation of the Technical Proposal.

O. ENCLOSURES
The Technical Proposal may contain enclosures consisting of catalog cuts, performance charts, and any applicable reference data. The enclosures shall show the section identification and be numbered to facilitate referencing. An enclosure index, including references to the written text and/or drawings shall be provided. The enclosures shall be bound in the Technical Proposal.

Volume 2: Pricing Proposal

P. FINANCIAL PROPOSAL
Proposer shall complete and submit Attachment 13 – Pricing Proposal Form. The price proposal will be based on the rates identified on the form.

Q. PROFESSIONAL SERVICES CONTRACT PROVISIONS
Indicate your willingness to accept the terms and conditions in the Contract Provisions (Section 6) or list those to which you take exception, and, as appropriate, provide proposed alternate wording. It is not DART’s intent to make substantial changes to the outlined Contract Provisions.

R. SOFTWARE MAINTENANCE AGREEMENT
Indicate your willingness to accept the terms and conditions in the included Software Maintenance Agreement (Appendix B) or list those to which you take exception, and, as appropriate, provide proposed alternate wording. It is not DART’s intent to make substantial changes to the outlined agreements.
SECTION 1:
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S. FORMS
Compliance with these requirements is mandatory for contract award.

- ATTACHMENT 1 – Acknowledgement of Addenda
- ATTACHMENT 2 – Required Proposer Information Form
- ATTACHMENT 3 – Proposal Form
- ATTACHMENT 4 – Contractor’s Statement on Subcontractors
- ATTACHMENT 5 – Non-Collusion Affidavit
- ATTACHMENT 6 – Buy America Certification
- ATTACHMENT 7 – Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 8 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 9 – DBE Participation
- ATTACHMENT 10 – DBE Good Faith Efforts Documentation Form
- ATTACHMENT 11 – Certification of Restrictions on Lobbying
- ATTACHMENT 12 – Disclosure Of Lobbying Activities
- ATTACHMENT 13 – Pricing Proposal Form
SECTION 2:
SCOPE OF WORK

2.1. OVERVIEW AND MISSION STATEMENT

Des Moines Area Regional Transit Authority (DART) is the regional transit authority governed by a nine (9) member independent commission. DART’s service area includes the following communities: Alleman, Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Granger, Grimes, Johnston, Mitchellville, Pleasant Hill, Polk City, Unincorporated Polk County, Runnells, Urbandale, West Des Moines and Windsor Heights. DART operates out of two facility locations and has 16 local fixed routes, 8 express routes, 3 flex routes and 5 On-Call zones. DART Paratransit provides both general public demand response transportation services as well as ADA complimentary service. DART also has an extensive RideShare program that operates nearly 100 vans throughout the region serving more than 700 customers. The population of Des Moines is approximately 200,000 and the regional metro service area has a population of approximately 580,000. DART provides more than 4.8 million unlinked trips annually.

DART was formed under a 28E Governmental Agreement by state and local leaders out of the Des Moines Metropolitan Transit Authority in 2006. The change allows for the expansion of more regional services within the state of Iowa. The agency is a free-standing governmental entity and accounts for its activities in a governmental enterprise fund.

The DART Commission is the governing body, which establishes transit policy. The nine member Commission is composed of one representative for each of the seven Commission Districts and two members representing Polk County.

The Chief Executive Officer oversees the operation of the transit system in accordance with the policy direction prescribed by the DART Commission and is responsible for the overall administration of the fixed route, paratransit and rideshare services. At present, the Chief Executive Officer is supported by an administrative staff of approximately 75 employees. There are approximately 200 employees represented by two labor unions. Consultants are retained as needed to provide specialized technical assistance.

DART receives capital and operating assistance from a variety of sources, including the Federal Transit Administration (FTA) of the United States Department of Transportation, the State of Iowa, the Regional Transit Authority levy and a number of other fund sources.

2.1.1. DART’s Mission Statement

Enriching Lives, Connecting Communities, Expanding Opportunities

2.1.2. Background

DART currently has GFI Cents-a-Bill Fareboxes installed on the revenue vehicles that provide Fixed Route and On Call service and Diamond drop box fareboxes on paratransit services in the Des Moines metropolitan service area and Polk County. Paratransit services are mainly billed to external agencies leaving very little cash handling, but Fixed Route services have several challenges including cash handling for approximately 15% – 20% of the fares (approximately $3,000 to $5,000 daily). There is also an employer/school pass program that requires operators to key into the farebox a code to count these riders accurately and by
SECTION 2:
SCOPE OF WORK

employer. The employer pass program is very successful but has an ever increasing impact on operator workload as the program expands to new employers. Employer/school pass programs and monthly passes account for roughly 60% – 70% of DART’s ridership. The remaining ridership is managed using magnetic monthly and weekly passes as well as tokens.

DART would like to provide a means to remove paper transfers from their operation to reduce cost, improve revenue, and provide a greener operation. DART will continue to use magnetic passes for the near term, with the plan to phase them out over time.

DART’s current fare collection system is over 25 years old. The age of the system is causing maintenance problems on vehicles as well as issues at the back office where the obsolete data collection system has failed and data has been lost.

DART is currently deploying a Bytemark system that is intended to be DART’s platform for all mobile applications and will initially be deployed with a mobile ticketing application. There is potential for DART to add additional functionality to the mobile application by adding trip planning, first/last mile applications, bikeshare, parking, etc. DART also intends for the Bytemark application to be the back office for all fare and ridership related data. It is DART’s intent that each fare transaction is recorded on its individual device and eventually reported to the Bytemark system for long term storage, reporting and for use by all DART departments.

DART has experienced ridership growth over the last several years. The new system and any resulting new Fare Policies should encourage continued ridership growth.

2.1.3. Fare System Objectives

Provide solutions that:

- Automate and are scalable for recording and processing institutional (employer) passes
- Eliminate the need for paper transfers and transfer cutters
- Enable adoption of emerging fare payment technologies
- Improve fare collection equipment reliability and data security
- Encourage the use of fare media over cash
- Increase ease of use for customers and operators

Automate fare collection that:

- Reduce human error and fare disputes
- Help reduce dwell times
- Improve data collection/reporting capabilities
- Realize operational efficiencies and reduce overall cost of operations
- Provide fare media that can be used to determine eligibility and/or provide fare payment for unlimited access (i.e., employer/school pass) programs, reduced fare programs, and paratransit service

Also, key to this procurement are the following considerations to reduce operator workload and to provide

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SECTION 2: SCOPE OF WORK

robust data for planning purposes:

- Deploy technology to remove the need to key in employer codes by automating them with mobile ticketing and/or a QR code sticker for badges
- Integrate the system with the Real Time Information System and Automatic Vehicle Location System (RTIS/AVL) to share and synchronize login data, route/trip data and location/stop data

2.1.4. Project Scope

The main scope of the project is to procure a state-of-the-art system for DART’s area of operations as serviced by DART’s fleet of buses and paratransit vehicles. The procured system must facilitate and support DART’s business rules and Fare Collection Policy (Appendix C), including, DART’s specific requirements for security and functionality. The selected Contractor represents and warrants that the new system and the respective components comprising the system listed within this Technical Specification are sufficient for the software and the system to function fully in accordance with the contract, including these Technical Specifications and related documentation.

The primary focus of the system being procured is on technology that will cost effectively improve and build upon DART’s new mobile ticketing application by providing the necessary tools to accept DART’s current fare products (cash, token and magnetic tickets) as well as new potential products. This will be done via a contractor provided 2D Barcode reader that will validate mobile tickets as well as a new security paper and 2D Barcode style day pass that is intended to be vended onboard the bus. Given the advances in payment technology, DART envisions the new system providing an enhanced level of functionality, flexibility and expandability to allow DART to adapt to its ridership’s changing needs over time. DART anticipates phasing older technology (magnetic tickets, tokens and if possible cash) out over time, however at the initial implementation, the system will need to accommodate current fare products as well as the new mobile tickets and other potential products like a 2D Barcode based day pass.

DART requires the proposed system to be a field proven solution that minimizes the use of proprietary components. All data, encoding formats, bit definitions, security schemas, security keys, data messaging and APIs shall be owned by DART. Any proposed solution must facilitate and support DART’s business rules and Fare Collection Policy (Appendix C) as well as other DART specific requirements as further described within the contract.

Bytemark is DART’s current Mobile Ticketing System. This system is also intended to be the data clearing house for all fare and ridership information collected onboard DART’s vehicles. It is intended that all ridership information whether cash, paper/magnetic ticket, hand keyed e.g. flash passes, and mobile ticket validations will be captured by the system, timestamped, geocoded and properly tied to the route, block, trip, vehicle and operator. This information shall be transferred at a minimum daily to the Bytemark back office.

DART will entertain procuring the system either as a fully integrated end to end solution that includes all components defined herein, or at its discretion may also explore several solutions that provide best value to DART. Such as: a fully functional cash farebox with magnetics; an onboard system that prints mobile tickets and also has a QR code reader to validate QR codes from mobile tickets and paper day passes. In the case

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of multiple procurements, DART would intend to enter negotiations with one or more firms to provide the functionality as well as any required interfaces e.g. the processes required to vend a day pass onboard.

2.1.5. General Requirements

The Prime Contractor (Contractor) shall deliver a technically proven, yet innovative, solution that incorporates the latest technical offerings from the Payment, and Transportation Industries that will facilitate and support DART’s business rules and Fare Collection Policy (Appendix C) as well as DART’s overall technical requirements. The primary focus of the solution is to accommodate DART’s new mobile ticket and day pass. The secondary focus of the solution is to eliminate paper media, including transfers, magnetic monthly and weekly passes over time, as well as improve the cash handling and accounting processes.

In general, the Contractor shall deliver a complete system, which incorporates all necessary design, furnishing, delivery, installation, testing, training, support, etc. that meets the requirements of DART. The proposed system shall incorporate all necessary Hardware (HW) and Software (SW). The Contractor shall identify in its proposal those elements that may be in DART’s interest to procure separately (i.e., commodity information technology, laptops, etc.).

The following is a summary of the equipment and services that are to be provided in the execution of the work under this contract:

- Electronic Validating Farebox (Farebox)
- Integral or Modular 2D Barcode Reader
- Integral or Modular Day Pass Ticket Printer
- Back Office Management System which must integrate with the Bytemark back office system for data repository
- Project Management/Training/Documentation/Installation/Testing
- Maintenance/Spare Parts/Day Pass and Magnetic Media/Warranty

The contract describes DART’s minimal functional requirements for the system and its components. The proposer should note that the contract is illustrating DART’s functional requirements; it is not a prescription for how the proposer/contractor should design its proposed system. The proposer shall describe in its proposal how its proposed system solution will address DART’s requirements, ensuring its proposal addresses all of DART’s requirements.

The applications and equipment provided shall be subjected to various testing to determine that the product is free of manufacturing and material defects and to ensure the various software components are functioning error free, such that the system is suitable to be installed and placed into revenue service operations.

The proposed system solution shall be based off of field proven solutions and standard products shall be used as much as possible, but notwithstanding the contractor shall have the responsibility to develop, manufacture, maintain, and warranty the system in accordance with the terms of the contract. The system design shall require like components to be fully interchangeable.
SECTION 2: SCOPE OF WORK

2.1.6. Design Reviews

In order to ensure that the provisions of the contract are adequately addressed, the contractor design shall be subjected to Design Reviews, which shall include: a Preliminary Design Review (PDR) and Final Design Review (FDR) at which times DART shall have the opportunity to review, recommend change, and approve the system design and program progress.

The contractor shall be required to submit documentation packages for the PDR and FDR in accordance with the requirements specified and as part of the Master Project Schedule (MPS). The Design Reviews will not be initiated by DART until all specified elements are complete and submitted in their entirety. The Design Reviews shall not be completed until the status of all elements of the appropriate package have been delivered by the Contractor and reviewed and approved by DART.

Except as otherwise indicated herein, Design Reviews shall be conducted at DART’s facilities in Des Moines, IA.

2.1.7. Background Information

The following is a general description of the operating environment at DART. It is for information purposes only and has been summarized to reflect the general operating environment. Contractors shall reference appropriate sections of the specification for further details about DART’s needs and requirements.

2.1.8. DART Policies

In addition to the Terms and Conditions of the contract, the contractor will need to adhere to DART’s IT Policies and Procedures, which are included in the following Appendices:

- Appendix D – DART Contractor VPN Acceptable Use Policy
- Appendix E – DART ITS Acceptable Use Policy
- Appendix F – DART Technology Change Request Form

2.1.9. DART Fleet

<table>
<thead>
<tr>
<th>Department</th>
<th>Make – Model – Size</th>
<th>Active - Qty</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Gillig</td>
<td>2002 G27D102N4 – 40’ Bus LF</td>
<td>7</td>
</tr>
<tr>
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<td>7</td>
</tr>
<tr>
<td>Orion</td>
<td>2006 7.501 - 40’ Bus LF</td>
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</table>

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### SECTION 2:
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#### REQUEST FOR PROPOSAL:
*FY17-R-006 FAREBOXES and AUTOMATED FARE COLLECTION SYSTEM*

<table>
<thead>
<tr>
<th>Department</th>
<th>Make – Model – Size</th>
<th>Active - Qty</th>
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</thead>
<tbody>
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<td>1</td>
</tr>
<tr>
<td>New Flyer – 2013 Excelsior – 40’ Hybrid Bus</td>
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<tr>
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</tr>
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<tr>
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<td></td>
<td>1</td>
</tr>
<tr>
<td>Champion- 2015 Defender/Freightliner-27 FT Cutaway</td>
<td></td>
<td>4</td>
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<tr>
<td>Champion- 2016 Defender/Freightliner-27FT Cutaway</td>
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<td>3</td>
</tr>
<tr>
<td>Champion- 2017 Defender/Freightliner-27FT Cutaway</td>
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SECTION 2:
SCOPE OF WORK

<table>
<thead>
<tr>
<th>Department</th>
<th>Make – Model – Size</th>
<th>Active - Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eldorado AT – 2011 Aerotech – 25’ Cutaway</td>
<td></td>
<td>4</td>
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<tr>
<td>Eldorado AT – 2012 Aerotech – 25’ Cutaway</td>
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</tr>
<tr>
<td>Champion- 2015 Defender/Freightliner-27 FT Cutaway</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Champion- 2015 Defender/Freightliner-31 FT Cutaway</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Champion- 2016 Defender/Freightliner-27 FT Cutaway</td>
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<td>Champion- 2017 Defender/Freightliner-27 FT Cutaway</td>
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</tr>
<tr>
<td>Champion- 2017 Defender/Freightliner-31 FT Cutaway</td>
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<td>2</td>
</tr>
<tr>
<td>Paratransit</td>
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<td>23</td>
</tr>
<tr>
<td>Total Bus Fleet</td>
<td></td>
<td>150</td>
</tr>
</tbody>
</table>

DART headquarters is located at 620 Cherry Street, Des Moines, Iowa 50309 and DART Maintenance/Garage/Depot facility is located at 1100 DART Way, Des Moines, Iowa 50309.

The currently installed DART revenue collection equipment is based on the GFI CentsABill Farebox with Stationary Vault Receivers at the garage. This equipment will be replaced. Buses are vaulted as they arrive on the property, with the receivers and vaulting lane located outside the garage facilities.

2.1.10. DART Network

Appendix G – DART Network Drawing and Appendix H – DART AVL-RTIS WLAN Diagram describe DART’s existing network arrangement. The proposer shall indicate in its proposal if the proposed system will require any modifications to DART’s existing network.

2.1.11. DART Transit Programs

DART offers a variety of programs for employers, service agencies, and job seekers. These programs can be found on DART’s website, located at https://www.ridedart.com/.

Given the advances in payment technology, DART is envisioning being able to enhance its transit programs and thus, making it convenient, easier, and more flexible for the sponsors and users of DART’s programs. As mentioned earlier, DART’s Employer and Student Programs are very successful and account for the majority of DART’s ridership. The proposed system will be evaluated on how it addresses these two programs.

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A) Employer Programs

Des Moines area employers both large and small have been taking advantage of DART’s employer programs since they were established in 1974. The concept is simple – helping the region’s employers help their employees – and the benefits are many. They include saving money for both employee and employer, reducing traffic congestion for the entire region, and limiting the amount of carbon emissions released into the atmosphere.

1) Unlimited Access

Many of the region’s largest employers use DART’s Unlimited Access program. Currently sixteen (16) companies invest in public transportation by working with DART to provide their employees with access to riding buses at no expense to them personally. Current Unlimited Access partner’s employees are given full access to all of DART’s services simply by showing the operator their employee badge upon boarding the bus. Operators currently key a code into the fair box. The code identifies that they picked up a passenger that is participating. DART operators currently use 16 different keys to capture the ridership for each partner. It is planned that these customers will have access to a mobile ticket in lieu of their badge. DART would like to offer for those customers without smart phones, a QR Code sticker for their badges that could be used to validate their ridership.

2) Employee Support Program (ESP)

Whether you have five employees or more than 5,000 employees, it just makes good business sense to participate. This transit benefit provides buses passes at a reduced cost to the employees along with tax incentives for the company – a deal for employers and their employees.

B) Half Fare Programs

As part of DART’s mission to improve citizens’ quality of life in Central Iowa, DART offers a variety of reduced-fare programs to improve access to public transit for all residents. Senior Citizens, persons with a disability, Medicare card holders, Veterans with a service connected disability, students in middle and high school, and refugees can ride DART at a reduced rate through one of DART’s reduced fare programs. It is important for DART to capture ridership information for each of these groups.

1) Persons with Disability Program

Passengers with disabilities can inquire about DART’s reduced fare program by calling DART or by stopping by DART’s office at 620 Cherry Street in Des Moines. They will need to fill out an application and provide documentation of their disability.

There are six ways to show eligibility:

- Proof of Social Security disability payments from the federal government, such as a copy of award letter or check
- Medicare card
- Have a family physician fill out the Agency Certification section of the application
- Provide a valid out of state Half Fare ID that has been approved at another transit agency
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- Currently a DART Paratransit rider
- Have a service connected Veteran’s ID

Once an applicant is approved, the individual will receive a purple and white identification card from DART that says HALF FARE. The card may or may not have an expiration date depending on the nature of the holder’s disability.

With DART’s ID card, the individual is eligible to use DART services at a reduced fare. The individual may purchase a half fare monthly, weekly, half fare tokens, or pay cash at a reduced rate. Certain conditions apply:

- DART ID card and a photo ID must be shown to purchase half fare passes or tokens, as well as to pay reduced cash fares on buses
- DART’s ID card is not transferable to people other than the card holder
- Improper use of DART’s ID card will result in the loss of card privileges
- DART’s ID cards may be used to purchase only one monthly bus pass per month or one weekly pass per week
- DART will be tying eligible half fare clients to their mobile ticketing accounts so that these products are available to them via the Mobile Ticketing System

2) Senior Citizen Program

Passengers can inquire about the Half Fare Program for seniors by calling DART or by stopping by DART’s office at 620 Cherry St., Des Moines, Iowa. Individuals must be 65 years old or older to qualify and are required to present a current photo ID that includes a date of birth. Applicants can send a copy of their current photo ID if mailing their application.

Once an applicant is approved for the Senior Program the applicant will receive a purple and white DART Identification Card that says HALF FARE. The senior ID Cards will not have an expiration date.

With DART’s ID card the individual is eligible to use DART services for reduced fare. The individual may purchase a half fare monthly, weekly, half fare tokens, or pay cash at a reduced fare.

Certain conditions apply:

- DART ID card and a photo ID must be shown to purchase half fare passes or tokens, as well as to pay reduced cash fares on buses
- DART’s ID card is not transferable to people other than the card holder
- Improper use of DART’s ID card will result in the loss of card privileges
- DART’s ID cards may be used to purchase only one monthly bus pass per month or one weekly pass per week.
- DART will be tying eligible half fare clients to their mobile ticketing accounts so that these products are available to them via the Mobile Ticketing System

3) Student Program

Students of middle schools and high schools in Polk County, both public and private, are eligible to purchase DART passes at a reduced rate simply by showing their student IDs at DART Central Station and any of DART’s

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pass-sales outlets. Unlike other half-fare programs, students currently do not need separate IDs from DART. Certain conditions apply:

- Students must show a current-year ID from a middle school or high school, public or private, within Polk County
- Parents may purchase passes for their children; the students do not need to be present – however, the parent must have the student's ID
- Students need to show their student IDs to the bus operator when boarding the bus
- Half-fare passes are not transferable

4) Refugee Program  
Passengers can inquire about DART's Half Fare Program for Refugees at any of the participating refugee service agencies.

They will need to fill out an application and prove their refugee status with form I-94 and photo ID or green card. Eligible refugees will receive a Half Fare ID card from DART, which they can use to purchase bus passes at a reduced rate at Dart Central Station and any pass-sales outlet. The Half Fare ID card will be good for five years.

Certain restrictions apply:

- Refugees using half-fare passes will need to show their Half Fare ID card to the bus operator when boarding a bus
- Half-fare passes are not transferable
- Improper use of the ID will result in the loss of card privileges
- DART will be tying eligible half fare clients to their mobile ticketing accounts so that these products are available to them via the Mobile Ticketing System

2.1.12. DART Current Fares

<table>
<thead>
<tr>
<th>Product</th>
<th>Local</th>
<th>Express</th>
<th>Flex Route</th>
<th>Flex Zone</th>
<th>On-Call</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult</td>
<td>$1.75</td>
<td>$2.00</td>
<td>$1.75</td>
<td>$3.50</td>
<td>$3.50</td>
</tr>
<tr>
<td>Half Fare/Child 6-10</td>
<td>$0.75</td>
<td>$0.75</td>
<td>$0.75</td>
<td>$0.75</td>
<td>$0.75</td>
</tr>
<tr>
<td>Child 0-5</td>
<td>Free</td>
<td>Free</td>
<td>Free</td>
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<td>Free</td>
</tr>
<tr>
<td>Token</td>
<td>Token</td>
<td>Token+$0.25</td>
<td>Token</td>
<td>2 Tokens</td>
<td>2 Tokens</td>
</tr>
<tr>
<td>Half Fare Token</td>
<td>Token</td>
<td>Token</td>
<td>Token</td>
<td>Token</td>
<td>Token</td>
</tr>
<tr>
<td>Monthly/Weekly Pass</td>
<td>Pass</td>
<td>Pass+$0.25</td>
<td>Pass</td>
<td>Pass+$1.75</td>
<td>Pass+$1.75</td>
</tr>
<tr>
<td>Monthly/Weekly Half Fare Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
</tr>
</tbody>
</table>
The DART Fare product system is fairly complex due to the added fares for Express, Flex route and zones and On Call Services. With the current paper systems customers and operators must validate a number of different options of cash and paper fare products.

The Bytemark system is duplicating these cash fares using mobile ticketing with a variety of tickets and color coding to provide a discriminating way for operators to validate proper payment for initial rides and transfers, and especially for riders transferring to and from the five services. The initial system is being used as a “flash pass” such that the operator can visually verify the ticket. Once a QR code reader is available onboard, it is intended that all mobile tickets are validated onboard. This will require integration with the Bytemark system such that encryption keys, whitelists, and paper day pass QR codes are coordinated with the mobile ticketing system.

There would need to be some manner for the operator to do passenger fare type counting. In the initial installation, the farebox will likely need to mirror current operations, keying in all flash passes and mobile tickets. In the final configuration, keying should only be required for reduced fare cash transactions. It is anticipated that all mobile tickets will be counted as a single type by the operator. An alternative would be some of the newer technology that would allow the mobile ticketing system to communicate with a Bluetooth device or similar to validate the bus that the ticket is being used on. Vendors shall propose an option for onboard validation that would be able to provide the usage data and also distinguish which type of pass and will provide statistical data down to the individual pass.

The system will need the ability to validate mobile tickets and translate the transaction information ultimately to the Bytemark back office and tie the ridership information to the appropriate customer account.

2.2. SYSTEM TOP LEVEL FUNCTIONAL REQUIREMENTS

The intent of this procurement is to procure either a fully integrated system with Farebox, QR Code reader and Day Pass Printer or to procure the system in pieces that can be integrated. DART may choose one or more solutions to meet their needs based on the contractor’s offerings.

The concept for the system includes a farebox that can process each of DART’s current fare products including cash, tokens, and magnetic monthly and weekly passes. A printer would be available that can print a day pass and a half fare day pass that would be on security paper and include a machine readable 2D barcode that is coordinated with DART’s Bytemark mobile ticketing system. Additionally, a barcode

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reader would be available that can validate day passes, Unlimited Access badges with QR Codes, and Bytemark mobile ticketing barcodes to capture ridership from these fare products.

One new function that will require integration of all of these devices is DART’s desire to sell a day pass and half fare day pass onboard the bus using cash.

Onboard there is an existing 2 port router that has one open port available for the system. The other port is currently being used by the onboard camera system. Should separate proposals be accepted for farebox and QR Code Reade/Printer, DART will replace the 2 port router with a 4 port router.

All mobile systems shall be integrated with DART’s Trapeze TransitMaster system for single login capabilities. This integration will allow operator login as well as trip information to be updated automatically to the mobile fare collection systems.

The mobile system will have access to DART’s Wireless LAN at both the garage and at DART Central Station. The majority of the routes pass through DART Central Station each trip. The minority that does not, returns to the garage after several trips.

(Figure: System Concept)

It is assumed that the mobile systems will have their own back office system to manage configuration of the system as well as to gather data from the mobile devices. DART intends for the final repository for all

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ridership data to be contained within their new Bytemark system’s back office. Therefore all ridership data, whether cash, token, magnetic or QR code based must be gathered and reported on a daily basis or sooner to the Bytemark System. The majority of the system reporting will also be required to be on the Bytemark back office. There should be basic reporting capabilities on the mobile systems back office to at a minimum perform diagnostics and integrity checking.

DART intends to use their own computers on their enterprise network to monitor and maintain all applications and the data associated with them.

DART also intends to procure two day pass printers that would be housed at the Customer Service window at DART Central Station to allow station agents to issue day passes at that location. No other locations or sales outlets are planned.

Refer to the requirements matrices for detailed requirements.

2.2.1. Work to be Performed by the Contractor

The Contractor is responsible for and shall perform all work tasks (expect those tasks explicitly indicated to be performed by DART or others) in the design, manufacture, delivery, installation, commissioning, testing, training, documenting, and other tasks that can be reasonably expected for a complete system that supports and facilitates DART’s business rules and Fare Collection Policy (Appendix C); including all work tasks identified as an Option and exercised by DART. The work includes furnishing all services, labor, supervision and materials for the design, development and construction of a fully integrated system suitable for DART and its Business Policies and Operations.

The Contractor shall be required to prepare and submit at kickoff, for DART’s acceptance, a Milestone Project Schedule (MPS) that shall include project related tasks in sufficient detail to manage the project, communicate status, identify milestones, and report about the completion of milestones. The Contractor shall be required to maintain the approved MPS throughout the period of the contract in accordance with the provisions herein.

2.2.2. Work to be Performed by DART

DART will name a DART Project Manager (DPM) who will be the main Point of Contact (POC) and decision maker throughout the project. The DPM will have the authority to approve and direct the work of the contractor. The DPM shall have the right to accept or require revisions to any material provided by the contractor to ensure compliance with the contract, and shall supervise the actual equipment installation.

For installations on DART property, DART will provide a contact person, if different from the DPM, for coordinating and monitoring the installations. Please note the DPM will still be the governing authority regarding any approvals and directions for the project, including installations.

DART shall make buses available to the Contractor for installation work. DART personnel shall be provided for the movement of buses. Contractors should plan to perform installs in non-peak hours.
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DART shall provide climate controlled office space in the existing buildings to house the computers, and other system components required for the transmission and reporting of data. DART will also provide an inside bay with enough space to park at least two (2) vehicles and store equipment during the installation process. The contractor shall make required provisions to ensure proper operation of the contractor-supplied system components in the space provided by DART.

2.3. PROJECT MANAGEMENT

The following section describes DART’s requirements for contractor provided Project Management of the fare collection system project. The proposer shall provide a detailed description of its proposed solution for addressing this section.

The contractor shall be responsible to ensure the execution of this contract is managed effectively and efficiently to the mutual benefit of the contractor and DART. It shall be the responsibility of the contractor to appropriately employ as necessary the personnel, tools, and systems to manage the project and contract.

DART considers the effective management of the project to have significant if not otherwise identified cost benefit to DART and to the contract.

2.3.1. Program Management

The contractor’s Program Management shall be comprehensive to enable the DPM to ascertain that the contractor shall comply with the requirements of the contract documents, and to enable the DPM to monitor the contractual effort.

The contractor shall designate a responsible individual, subject to acceptance by the DPM, to serve as PM for the entire term of the contract. The proposer shall name its intended PM for this project and include their resume in its proposal. This individual shall have prior experience in management of system procurements and be familiar with design, subcontractor equipment procurements, fabrication, test, and inspection of system components. The PM shall be fluent in the reading and writing of the English language. DART shall have the right to require removal of the Program Manager should he/she be deemed incompetent or obstructive in carrying out the work.

The contractor shall establish an organization to manage properly the various stages of the contract. The organization shall be dedicated and shall be highly responsive at all times to the needs of DART as required by this contract.

A) Project Management Plan

The Proposer shall include in its proposal, its proposed Program Management Plan (PMP) for the proposed system.

The Contractor shall submit its PMP to the DPM as part of the PDR. Throughout the project, the contractor
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shall update the PMP as necessary to incorporate changes in the project or in its schedule. At a minimum, the PMP shall include the following:

- A Project Organization Chart including a definition of the authority, responsibilities, and qualifications and experience of all key personnel, including key subcontractors.

- The Methods and Communications to be used to control the MPS, Design Reviews, contractor’s Request for Information (RFI), Project Performance, Program Changes, Subcontracts, Purchase Orders, Material Procurement and Management, In-service Support, Warranty, Quality Assurance Analysis and Control, Tests, and Demonstrations.

- A Submittal List and Schedule listing drawings, documents, and data the contractor shall submit for review during the Design Review phases of the program, including a schedule for the submittal of this information.

- A Contract Deliverable Requirement List (CDRL) based on the information in this contract. The CDRL shall contain the specific format of the deliverable, quantity, frequency, schedule, and the specific reference section of the contract document as required. The CDRL shall be in accordance with the following column headings:
  - Item Number
  - Deliverable Description
  - Applicable Contract Reference Section
  - Scheduled Delivery Date(s)
  - Current DPM review/acceptance status
  - Quantity: Number of documents, units, or copies required

B) Document Control

The contractor shall track and control all contract correspondence to and from the contractor and the DPM. The proposer shall include a description of its proposed Document Control Process for the proposed system.

C) Master Project Schedule

The proposer shall provide in its proposal its proposed Master Project Schedule (MPS) for the proposed system. The contractor will revise the MPS throughout the life of the Project starting from NTP.

The contractor and DART shall use the MPS for executing the work for this contract. The contractor shall generate the MPS using Primavera Project Planner for Windows or Microsoft Project Professional. The MPS shall conform to the Scope of Work, schedule and delivery requirements set forth in the contract. The MPS may only be modified through mutual agreement between the PM and DPM and/or by Contract Change Order.

At a minimum, the MPS shall include the following:

- Work item descriptions with Work Breakdown Structure (WBS) numbering
- Estimated work item duration in working days
- Successor and Predecessor interrelationships
- Responsible Party
- Milestone Delivery Dates
D) Monthly Progress Reports

The contractor shall submit to the DPM a Monthly Progress Report (MPR) that covers activities for the previous month. At a minimum, the MPRs shall include:

- A summary narrative of the work actually completed for the reporting period and work expected to be done in the following month
- An updated MPS highlighting:
  - Actual Start Dates, Completion Dates and Durations
  - Revised Estimated Start Dates, Completion Dates and Durations
  - Percent Complete for Activities in Progress
  - Revised Successor/Predecessor relationships
  - Additions/deletions of any WBS elements
  - Slippage
- Existing/unresolved or anticipated problems or issues
- Updated CDRL, including status of all deliverables
- Updated Submittal List and Schedule, including status of all submittals
- Updated Action Item log showing status
- Table summarizing the month’s scheduled meetings including:
  - Date of meeting
  - Meeting Topic
  - Attendees
- Summary of Invoice:
  - Total Contract Value at time of Award
  - Value of Individual Change Orders
  - Value of individual Subcontracts – include name of Subcontractor and indicate if DBE, amount invoiced, amount paid to date, amount remaining
  - Total Amount Invoiced to date
  - Total Amount Paid to Date
  - Total Contract Amount Remaining
  - Highlight any risk of overages – include details explaining the nature and probability

E) Action Item Log

The contractor shall maintain a log of all identified Action Items arising from Design Review Meetings, Design Review Progress Meetings, and through formal correspondence or e-mails. All action items shall have a responsible party assigned and expected due date. The contractor shall not assign any action item to the DPM or to DART without the DPM’s knowledge and concurrence.

At a minimum, each Action Item in the log shall contain the following:

- Item Number
- Where captured; i.e., minutes, email, letter, etc.
- Description of Action
- Requesting Party
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- Assigned Party
- Status (open/closed/in progress/deferred etc.)
- Date Opened
- Estimated Close Date
- Actual Closed Date
- Progress Notes

F) Project Meetings

In addition to the bi-weekly progress meetings, the contractor’s PM shall organize and participate in various meetings throughout the performance of this contract as outlined in this article. The PM shall facilitate the scheduling of such meetings and shall provide the required information in a timely manner.

1) Agenda and Notices for Project Meetings

Agenda and notices for meetings shall be prepared and distributed by DART with input from the contractor; distribution shall occur five days in advance of each meeting date.

2) Minutes of Meetings

Minutes of meetings shall be produced by the contractor and submitted to DART’s Project Manager within two business days after any meeting. Minutes shall include a written record of activities, the revised Action Item Log, work performed and milestones achieved, and any other relevant document pertaining to the meeting discussion.

G) Contract Kick-off Meeting

Within 15 calendar days after the date of the NTP, the DPM will hold a Contract Kick-off Meeting at DART’s offices. In attendance shall be the DPM, the PM, and other appropriate DART and contractor personnel or representatives of third parties. The DPM shall prepare an agenda and a report of the meeting for distribution five (5) days ahead of the Kick-off Meeting. The contractor shall be responsible for the internal distribution of the report of the meeting within its own organization. The Kick-off Meeting shall permit all parties to the contract to understand the overall schedule, terms and conditions, scope of work, methods of communication, and responsibilities. In addition, the parties shall discuss and identify the items that the contractor shall be required to submit for each Design Review.

H) Progress Meetings

DPM shall chair at least two progress meetings each month, at DART offices or another location selected by DPM (e.g. conference calls when appropriate). The contractor shall prepare and distribute an agenda to all participants expected to attend the meetings no less than five (5) calendar days prior to the scheduled meeting date. Attendees may include, but are not limited to, representatives of DART and its contractors, the PM, and other appropriate contractor and subcontractor personnel, based upon the anticipated agenda. Progress meetings may be conducted by conference call as mutually agreed and scheduled between the contractor and DART. Costs associated with conference calls shall be at the contractor’s expense. The contractor shall provide in the meeting invitations a dial-in number to facilitate the conference calls.

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may schedule additional progress meetings or other technical meetings as circumstances require.

At a minimum, the agenda for progress meetings shall include the following items:

- Review minutes of previous meeting(s) as needed.
- Review updated MPS
- Review updated Submittal List and Schedule
- Review updated Action Item Log
- Review work accomplished since previous meeting, including but not limited to:
  - Design status
  - Fabrication problems
  - Product delivery problems
  - Schedule slippages
  - Problems arising from proposed changes or other circumstances, which might affect progress of the work
- Review the sequence of critical work and schedule of manufacturing using the MPS and MPR
- Discuss engineering, manufacturing, and quality control (QC)
- Discuss any needed corrective measures to maintain the MPS
- Discuss coordination with other contractors
- Discuss any safety issues, particularly as they effect construction
- Any other issues related to the Contract

Contractor shall prepare and distribute the reports of the meetings. The contractor shall be responsible for the internal distribution of the report of the meeting within its own organization.

I) Design and Configuration Control

DART shall monitor the contractor’s efforts to determine the degree to which the objectives of the contract are being achieved during the Design Reviews. Design reviews shall be conducted jointly by DART and the contractor, and coordinated by DPM. Ten (10) days prior to each review, contractor shall submit a data package that includes the CDRL and items required for the respective Design Review. Minutes of the review meetings shall be distributed by DART.

These reviews shall be conducted to evaluate the progress and technical adequacy of the design and the conformance to the requirements of the contract. The contractor shall provide DART with documentation and notice of design milestones in accordance with the requirements and schedule defined herein.

The documentation shall provide DART adequate detail to become familiar with the design status existing at the time of the scheduled review. The contractor shall present documentation summary and supplementary information during the review such that the Design Review meetings shall serve as a technical review of contractor progress toward meeting contract requirements. At the completion of the review, the status of the review shall be presented in the form of a statement of action items and schedule of accomplishment necessary to obtain DART concurrence with program technical progress.

Documentation for Design Reviews shall include design, manufacturing and installation plans. The
contractor’s program for design and configuration control shall meet the requirements described in the contract.

Submittals must be reviewed and accepted by DART, or specific waivers granted, before continuing to the next stage of design.

1) Design Principles
Commonly accepted industrial design principles shall be employed throughout the design and manufacturing processes. Design calculations, layouts, and other documentation summarizing the human factors engineering considerations shall be submitted during the Design Reviews. Industrial design aspects of the system components shall be reviewed during the scheduled Design Review meetings. Topical reviews to address key issues shall be held as needed. The documentation shall include, a description of the major assumptions, human capabilities and limitations, and the results of any simulation programs made to determine the requirements for design are met.

2) Design Reviews
Design Reviews shall be conducted to evaluate and confirm the progress and technical adequacy of the design, as well as to ensure its conformance to the contract requirements. Prior to each review, a Design Review package shall be submitted that includes the CDRL and other items required for and to facilitate the review.

The PDR and FDR may not be conducted concurrently. Attendance at Design Review meetings may include representatives of other contractors as determined by DART.

The contractor may not proceed to the next Design Review without having completed successfully the prior design review.

3) Preliminary Design Review
The PDR shall review the contractor’s proposed system, using the contractor’s proposal and conformed contract documents as the basis from which the contractor shall complete the PDR package. Since most of the proposed system is developed from components already developed and deployed in existing projects, the PDR will be used to identify and clarify DART specific items, initially indicated in the proposer’s proposal. Besides the PDR Deliverables mentioned herein, the following, at a minimum, shall be provided as part of the PDR package:

- Detailed technical descriptions of the system and its components
- Preliminary layouts for all system components
- Drawing of passenger interfaces
- Preliminary installation layouts for all system equipment
- Mounting arrangements and installation methods
- Single-line power diagrams, control schematics, and functional block diagrams for each subsystem, including a functional overview
- A description of how each system component, sub-system, or sub-component down to the lowest field replacement unit goes into the system
- List of special tools and Diagnostic and Test Equipment

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- List and description of all Human-System Device interfaces
- System Network Diagrams
- Software system-level flow charts
- Software data backup and recovery procedures
- Software design descriptions for all programmable system components
- Software version control system
- Testing Program Plan
- Draft Documentation
- System prototypes with software to demonstrate the proposed system

The following table illustrates the required PDR deliverables:

<table>
<thead>
<tr>
<th>CDRL</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDR - 1.</td>
<td>ADA Compliance</td>
<td>ADA compliance will be verified</td>
</tr>
<tr>
<td>CDR - 2.</td>
<td>Automatic Fare Collection System Complete Design Details</td>
<td>Complete design details of the proposed System</td>
</tr>
<tr>
<td>CDR - 3.</td>
<td>Electronic Validating Farebox Complete Design Details</td>
<td>Complete design details of proposed Farebox</td>
</tr>
<tr>
<td>CDR - 4.</td>
<td>Farebox Screen Flows and Messages</td>
<td>Provide complete details for Farebox Screen Flows and Messages</td>
</tr>
<tr>
<td>CDR - 5.</td>
<td>Installation Plan</td>
<td>Complete description of the Installation Plans by Class of Vehicles and locations. Identify any requirement to relocate, reposition, remove, or otherwise modify vehicle handrails, or equipment to accommodate installation of the equipment</td>
</tr>
<tr>
<td>CDR - 6.</td>
<td>Farebox Configuration Parameters</td>
<td>Provide complete detail for all Farebox parameters that are configurable by DART</td>
</tr>
<tr>
<td>CDR - 7.</td>
<td>DCU Complete Design Details</td>
<td>Complete design details of proposed Drivers Control Unit (DCU)</td>
</tr>
</tbody>
</table>
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### CDRL | Description | Notes
--- | --- | ---
CDR - 8. | DCU Mounting Location Details | Drawing of Preferred Mounting Location by Vehicle Class Details Identify any requirement to relocate, reposition, remove, or otherwise modify vehicle handrails, or equipment to accommodate installation of the DCU
CDR - 9. | DCU Screen Flows and Messages | Provide complete details for DCU Screen Flows and Messages
CDR - 10. | Full System Communication | Detailed Communication processing functionality and procedures for entire system, it will be subject to DART audit confirmation.
CDR - 11. | System Reports and Data | Complete list of reports for the proposed system, including reports at the device level. Complete System Operation Procedures Details for transmitting data to other applications Data format details
CDR - 12. | Statistical Data Analysis and report generation | Complete details about various types of statistical data generated by the system Include associated selection, subtotal, and sort options
CDR - 13. | Back Office Screen Flows and Messages | Complete details of the screen flows, menus, messages, etc. for the Back Office
CDR - 14. | System Network | Complete details of System Network Listing of any deficiencies associated with DART’s LAN/WAN
CDR - 15. | Data Security Plan | Complete details for Proposed Data Security Plan
CDR - 16. | Draft Training Material | 1 Electronic – 2 hard copies of all training materials
CDR - 17. | Draft Documentation | 1 Electronic – 2 hard copies of all System Documentation/Manuals
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<table>
<thead>
<tr>
<th>CDRL</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDR - 18.</td>
<td>Testing Program Plan</td>
<td>Complete TPP</td>
</tr>
<tr>
<td>CDR - 20.</td>
<td>Quality Assurance Program</td>
<td>Detailed QAP for the system</td>
</tr>
<tr>
<td>CDR - 21.</td>
<td>Data Maintenance Plan</td>
<td>Detailed Plan outlining the maintenance, archiving and management of the Back Office System Database(s)</td>
</tr>
<tr>
<td>CDR - 22.</td>
<td>Data Maintenance Procedure</td>
<td>Detailed Procedure for the maintenance, archiving and management of the system database</td>
</tr>
</tbody>
</table>

The PDR review will yield two categories of action items:

1. PDR Material, which is lacking in detail or insufficient, these action items will require corrections before receiving PDR approval.
2. PDR Elements that will require changes to meet requirements, these action items will need to be completed and submitted as part of the FDR.

4) Final Design Review
The FDR shall review the PDR action items to ensure requirements are met. At this phase, the system design should 100% complete. The FDR shall be the final stage to determine whether the detailed design conforms to the design requirements established in the contract documents. At a minimum, the FDR shall include:

- All information submitted in the PDR, but 100% finalized
- Final revisions of drawings and documentation
- Assembly drawings
- Final software documentation, including all software development documentation available or used in the contractor’s design process, consisting of structured data flow diagrams, event tables and/or dialogue diagrams to the lowest level of decomposition with software module descriptions (or elemental process descriptions) in structured narrative format.
- Shut-down and start-up sequences
- Final electrical schematic drawings, down to the individual signal or wire level, for each electrical circuit
- Final software flow charts or structure charts that give an overview of the processor software
- Demonstrate completed algorithms expressed in program design language or pseudo code
- Final input data definitions
- Final output data definitions
- Final program parameters
- Final diagnostic routines for processor self-test and subsystem self-test
- Final error handling routines
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- Final data dictionary for all program, data storage and data staging database entities
- Final installation plan and drawings
- Final testing and cutover plan

The following table illustrates the required FDR Deliverables:

<table>
<thead>
<tr>
<th>CDRL</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>FDR 1.</td>
<td>Test Cases</td>
<td>All test cases for testing system</td>
</tr>
<tr>
<td>FDR 2.</td>
<td>Certification and Conformance Test Results</td>
<td>Provide certified results, analysis, etc. for system showing conformance to requirements defined herein; e.g., EMI.</td>
</tr>
<tr>
<td>FDR 3.</td>
<td>Final Design Documentation</td>
<td>Final System Design Documentation, including flow diagrams, data structures, parameter tables, and all other design and development documentation, with each software package. Such documentation shall be accompanied by a functional description of the software as applicable to DART’s system.</td>
</tr>
<tr>
<td>FDR 4.</td>
<td>Finalized Working Prototype</td>
<td>Final Working prototypes of entire system</td>
</tr>
<tr>
<td>FDR 5.</td>
<td>Electronic Validating Farebox Complete Design Details</td>
<td>Final design details of proposed Farebox</td>
</tr>
<tr>
<td>FDR 6.</td>
<td>Final As-Built Documentation</td>
<td>1 Electronic – 2 hard copies of all system Documentation/Manuals – all changes, modifications, etc. reflecting the system installed and in operation, which may differ from the original contract requirements, shall be updated and documented in the appropriate manuals, drawings, etc. for this final submittal.</td>
</tr>
<tr>
<td>FDR 7.</td>
<td>Software Licenses</td>
<td>Delivery of all software licenses for the system</td>
</tr>
</tbody>
</table>

The FDR review will yield two categories of action items:
1. FDR Material, which is lacking in detail or insufficient, these action items will require corrections before receiving FDR approval.
2. FDR Elements that will require changes to meet requirements, these action items will need to be completed before receiving FDR approval.

5) Design Baseline
For the purposes of change control, the design baseline shall be established at the FDR. Subsequent changes will need to be submitted to DART for approval prior to any implementation of any design changes. The contractor shall adhere to DART’s Change Management Policy as documented in the appendices of this document.

J) Pre-Installation Meetings

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The Contractor and DART will conduct a Pre-Installation Meeting at least 15 days prior to installation of system components at any site. The purpose of this meeting is to review and confirm all logistics are in place, appropriate POCs are known and aware of the scheduled installation, as well as to ensure the overall readiness of all involved to begin the installation.

K) Coordination

Coordination of work between contractor and DART, and use of DART facilities shall be arranged through DPM. All correspondence between contractor and DART shall be through DPM.

Contractor shall coordinate scheduling, submittals, and the work of the various sections of the contract document to assure efficient and orderly sequence of installation of interdependent elements.

L) DART’s Project Manager Review

The DPM will review all Contractor Submittals and recommend appropriate action based on the submittals conformance with DART’s requirements as expressed in the contract documents. The DPM will review all submittals expeditiously and provide a list of required changes and/or acceptance within five (5) to ten (10) business days, or within a mutually agreeable timeframe. The MPS will indicate review periods and predecessor/successor relationships. The review or approval of the Contractor’s Submittals by the DPM shall not relieve the contractor of any of its obligations under this contract.

The review will not constitute approval of safety precautions or, unless otherwise specifically stated, of any construction means, methods, techniques, sequences or procedures.

The review and acceptance of a specific item shall not indicate review and acceptance of an assembly of which the item is a component.

M) Contractor’s Responsibilities

The contractor shall prepare, review, approve, and submit to the DPM all submittals required by the contract within the times indicated. Development time for Submittals and Submittal Due Dates shall be illustrated in the MPS.

For each submittal, the contractor, by affixing the contractor’s signature to each submittal, certifies and represents that the contractor has determined and verified materials, test results, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The contractor is not relieved of responsibility for deviations from the requirements of the contract documents by the DPM’s review and disposition of submittals unless the contractor has specifically informed the DPM in writing of such deviation at the time of submittal and the DPM has given written approval to the specific deviation. The contractor is not relieved of responsibility for errors or omissions in submittals by

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the DPM’s review thereof.

Any work requiring review and/or approval by the DPM, the contractor shall wait for the DPM’s notification to conduct the respective work.

N) Safety

The contractor shall be required to ensure all personnel are appropriately trained, and if required certified, for the work being performed. The contractor shall be responsible for adherence to all applicable DART safety standards, regulations, and procedures. The Contractor shall ensure all personnel are properly identified while onsite and engaged in activity related to the performance of this contract. The contractor shall take steps necessary to protect public safety in and around all work areas.

2.3.2. Contractor’s Quality Assurance Program Plan

A) General

The contractor shall plan, establish, and maintain a Quality Assurance Plan (QAP) in compliance with the requirements specified by ISO 9001: 2000 Quality Management Standard. The contractor’s QAP shall be imposed upon all entities within the Contractor’s organization and on all subcontractors whenever contract work is performed.

The proposer shall include its proposal its QAP used in a similar project as the proposed system.

The contractor shall submit the QAP for the project as part of its PDR package.

B) ISO Certification

The proposer shall submit with its proposal verification that it is ISO 9001:2000 Certified and certify that all equipment manufactured for this project shall be manufactured in facilities that are ISO 9001:2000 certified.

C) Quality Assurance Program Plan

The contractor shall prepare and submit for approval a Quality Assurance Plan that addresses control of the quality of the contractor’s design, equipment furnished, installation workmanship, testing, training, and documentation.

The contractor shall use and abide by the Quality Assurance Program Plan to execute the work in the contract. The Quality Assurance Program Plan shall describe the methods for planning, implementing, and maintaining quality, schedules, and cost. The Quality Assurance Program Plan shall contain a company policy statement that clearly defines the responsibilities of contractor’s QA personnel. An organization chart shall be included to show the reporting relationships of all QA staff, and shall indicate the contractor’s QA/QC representative, who shall be a full-time employee of the contractor. The organization chart shall show the Contractor’s Quality Control Engineer (QCE) not reporting directly to the PM and having independent direct
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access to the contractor’s Senior Manager.

The Quality Assurance Program Plan shall also contain a collection of all forms that the contractor shall use for the documentation of quality control activities that assure compliance of materials, processes, personnel, and products to the applicable specifications.

2.4. TRAINING

The following section describes DART’s requirements for Contractor provided Training. The Proposer shall provide a detailed description of its proposed solution for addressing this section.

The Contractor shall be responsible for training DART and designated personnel in all aspects of the system. This training will cover the Administration, Configuration, HW/SW/Life Cycle Maintenance, Operations, Programming, Security and subsequent Training.

The Contractor shall provide an Initial Training for all of the various elements of the system, which provides DART personnel with an in-depth understanding of the system. This initial training will allow DART personnel to work with and operate the system in Revenue Service. The Initial Training shall be completed prior to the system going into Revenue and shall not be given more than a month prior to the start of Revenue Service.

Approximately eight (8) weeks, following this Initial Training, the Contractor shall provide a follow-up in-depth training. This follow-up training will use “live” trouble tickets as training examples and incorporate “field-trip” training sessions to work on the actual equipment in the field. The purpose of arranging the training in this manner is to provide DART personnel with an initial understanding of the proposed system, allow DART to work with the new system such that they have clearer understanding of how the proposed system works, and facilitate a fuller/more enhanced and enriched learning experience.

The Proposer shall provide a sample of its Training Program Plan (TPP) that would cover the training of its proposed system. Also, the Proposers shall include in its proposed MPS when and for how long training will be provided. This should be of sufficient detail to highlight each of the individual training modules.

The TPP shall be based on the Contractor’s established standard training courses modified as required to reflect DART’s installed system, and which shall include the topics and materials described herein. Training shall include course development, on-site instructors, the supply of appropriate handouts and manuals, the preparation of classroom aids, and all other items as required to prepare personnel to operate the Contractor supplied system.

2.4.1. General Outline

The training courses described in the section shall include the following:

2.4.2. Training Program Plan

The TPP shall include detailed outlines and lesson plans, which shall be submitted as part of the PDR.
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Instruction shall be designed to include courses described below and shall cover equipment familiarization, systems operations, and field/shop maintenance. The minimum training required for the Contractor to provide is that which is necessary to bring those employees designated to the level of proficiency required for operations, service, and maintenance of the furnished equipment. Formal training shall include, classroom, practical work, and shall be augmented by informal follow-ups as needed.

Training mock-ups shall be provided to assist with the training. The mock-ups shall be retained by DART for in-house training. Practical training on equipment shall occupy a significant portion of all training classes. A DART representative will attend each training class to respond to questions related to DART Policy.

Training for operators will be train the trainer, all other training will be with the end users, maintainers and system administrators.

All students will be expected to complete successful tests, for respective training modules, to verify that they have learned and can demonstrate proficiency of the respective training topic. All tests will be comprised of oral, written and hands-on. All tests will be given and conducted in English.

The TPP will outline for each module the prerequisite skill sets and knowledge necessary in order to take the class. Also, the TPP will indicate the maximum number of students for the give module. The Contractor can assume each DART trainee/student shall possess, at minimum, the following skills and capabilities:

- Basic math skills
- A working knowledge of the English language
- A basic understanding and familiarity of basic electricity and electronics
- General understanding of the job tasks required to be fulfilled

In addition, for all field and shop maintenance training sessions the following are required:

- A basic understanding in computer hardware and software
- Knowledge of, and the ability to use testing devices, equipment and hand tools
- General understanding of the software tools listed in the software lesson plans
- Basic knowledge about Microsoft/operating systems is assumed
- For the Back Office Management System and Database Administration, Certification for System and Database Administration and some basic software development knowledge (Java, C++, SQL, ODBC, Visual Basic, and XML) is required

The training program is designed around modules that offer instruction on increasingly complex tasks. Some courses may require having successfully completed a prior course, which will be outlined in the TPP.

The Contractor will be responsible to provide all equipment and training aids necessary for conducting the training.

2.4.3. Instructor Qualification

The Contractor shall provide experienced and qualified instructors to conduct the training courses at the designated training facilities. Training should be oriented to the job classification of the students. DART
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personnel expected for training are:
  • DART Trainers
  • Equipment Maintainers
  • IT personnel
  • Customer Service personnel
  • DART Supervisors
  • DART Management

The Contractor shall expect supervisory and management personnel to audit the training classes. If in the opinion of the designated DART management personnel, a Contractor instructor(s) lack the skill or knowledge to provide instruction or cannot communicate with the students DART reserves the right to request the training to be repeated and/or the instructor replaced at no cost to DART.

2.4.4. Equipment

The Contractor shall provide and install two (2) training systems that emulates the entire proposed system to be deployed at DART. These units shall be useable for operator training as well as able to be used in a test environment for system testing. The systems shall have a 120 V AC power supply to be connected to a standard 120V AC 15 A plug. The systems shall also be installed on wheels to facilitate easy movement in the office environment. The training system will be comprised of the actual system devices being delivered as part of the proposed system. This system may “hook” into the Back Office Management System as long as training can be conducted without impacting or affecting the actual operations of the production system.

2.4.5. Training Material Submittal

The Contractor shall provide one (1) electronic and five (5) complete hard copies of all draft training materials as part of PDR.

2.4.6. Electronic Documentation and Training

All documentation and training material provided shall also be submitted in electronic pdf format. A directory of all files on the disk shall be listed in hard copy showing filenames, date, file size, and appropriate annotation to cross-reference the chapter and section.

2.4.7. Reproduction of Training Material

DART reserve the right to reproduce portions or all training material for the sole use of DART.

2.4.8. Update of Training Material

The Contractor will be responsible to keep the training material current during the warranty period. Any changes to the system shall be reflected in the appropriate training material.

2.4.9. Training Schedule

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As mentioned, the Proposer shall include in its proposed MPS when and for how long each type of training will occur.

A) Driver Training

For Driver Training, the Contractor shall deliver Farebox Operator training. The Contractor shall provide sufficient documentation and data to train DART training personnel who will have responsibility to train DART personnel. The purpose of this training is to instruct DART training personnel in the operation of the farebox system in sufficient detail to establish equipment and operational familiarity. At the completion of training, DART trainers will demonstrate competency in the operation of the farebox by successful achievement on performance and written examinations.

B) Revenue Collection Training

For Revenue Collection Training, Contractor shall deliver Revenue Collection Facility Vault Handling training. The Contractor shall provide the services of a qualified and experienced instructor who shall conduct training classes for DART personnel in the proper procedures for vaulting, cashbox removal, and revenue collection receiver (RCR) operation. At the completion of training, DART personnel will demonstrate competency in the operation of the system by successful achievement on performance and written examinations.

C) Revenue Collection System Operation Training

The Contractor shall provide the services of a qualified and experienced instructor who shall conduct appropriate training classes for DART personnel. In addition to the training elements described above, training shall also be provided in the proper procedures and operation of the vaults. At the completion of training, DART personnel will demonstrate competency in the operation of the system by successful achievement on performance and written examinations.

D) Maintenance Training

The Contractor shall provide DART with an experienced and qualified instructor who shall conduct maintenance training. The purpose of the training is to train DART maintenance personnel in all aspects of maintenance and repair of all equipment provided under this contract. This shall include troubleshooting and diagnostic methods and preventive maintenance techniques to be employed in the proper maintenance of the equipment. The Contractor shall develop the course material for use in this class and provide such training aids as may be required to illustrate and demonstrate the required topics. At the completion of training, DART personnel will demonstrate competency in the maintenance of the fare collection system by successful achievement on performance and written examinations.

In addition, DART may send to the Contractor's designated manufacturing facility up to three (3) maintenance personnel to receive comprehensive instructions on the inspection, maintenance and repair of all of the equipment provided under this contract. The Contractor shall develop the course material for use in this training and provide such training aids as may be required to illustrate and/or demonstrate the
required points. The Contractor shall provide an experienced and qualified instructor(s) for the duration of this course. Contractor shall be responsible for the transportation and per diem expenses of these personnel sent for this training.

This training shall include but not be limited to the following:

- Basic construction and operation of the system components
- Examination and disassembly system including:
  - Bill validator
  - Coin validator
  - Magnetic stripe card reader
  - Electronic chassis
  - Lower section and cashbox
  - Electrical wiring harnesses
- Troubleshooting procedures
- Field-level repair of system and related equipment
- Preventive maintenance on all subassemblies
- Electrical wiring/troubleshooting
- Electronic theory and function of system
- J-1708, RS-485, and RS-232 interface ports
- Software overview of all interrelated systems
- Disassembly and repair of cashboxes and vaults

Each student will be required to tear-down and build-up a Farebox in the class. Class size will be limited to a maximum of eight (8) participants in each class.

E) Back Office Systems Training

The Contractor shall provide an experienced and qualified instructor who shall conduct training classes related to the full and proper operation of the Back Office Systems.

System operations training shall be conducted with the objective to familiarize DART personnel with the Back Office System operating systems, communication environment, system protocols, and program logic required to support system configuration, operation, and maintenance.

Functional operations training shall be conducted with the objective to familiarize DART personnel with the system functional operation, data management, and report generation. The training shall fully review all user functions, including but not limited to, data sorts and database management, report selection and generation, file management and retrieval, file back-up and restoration procedures, Fare Table and system management and operation. At the completion of training, DART personnel will demonstrate competency in the operation of the system by successful achievement on performance and written examinations.

2.4.10. Training Performance Measurement

Personnel trained in the operation and maintenance of the equipment shall demonstrate proficiency by
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actual performance, written tests, and repair of equipment. The Contractor shall certify to DART that personnel passing the written and practical tests are capable of operating and maintaining the fare collection equipment and system.

2.4.11. Passenger Education Program

The Contractor shall provide samples of public education leaflets and instruction sheets for use in developing a Passenger Education Program (PEP). The Contractor shall supply photographs, clip art, graphic artwork, and other such material in suitable form to be used by DART to develop public education material. The Contractor and DART shall mutually agree on the form or forms of transmission.

The Proposer shall provide samples with its proposal.

2.5. DOCUMENTATION

The following section describes DART’s requirements for contractor provided documentation. The proposer shall provide a detailed description of its proposed solution for addressing this section.

The contractor shall deliver the contractor’s standard documentation modified as required to reflect DART’s installed system, which is being provided by the contractor. The documentation shall be to the Lowest Replaceable Component (LRC) and provide sufficient description, detail, and illustration to support installation, configuration, operation, maintenance, and repair of the equipment and systems provided in the exercise of this contract. The DPM or designated representative shall be the sole judge of accuracy of documentation and documentation submittals.

The contractor shall be responsible for providing to DART documentation for all aspects of the system. This will cover the Administration, Configuration, HW/SW/Life Cycle Maintenance, Operations, Programming, Security and Training.

The proposer shall provide a listing of all the documentation being provided with the proposed system. Also, the proposers shall include in its proposed MPS when documentation will be provided.

The contractor shall provide one (1) electronic and two (2) complete hard copies of all draft documentation as part of the PDR. Final documentation shall be submitted as part of the FDR. Maintenance documentation shall be laminated or on some durable material.

The contractor will be responsible to keep the documentation current during the warranty period. Any changes to the system shall be reflected in the appropriate documentation.

DART reserve the right to reproduce documentation for their sole use and purpose.

2.5.1. Special Tools

The contractor shall provide a list of all special or custom tools or instruments required to install, maintain,
SECTION 2:
SCOPE OF WORK

or adjust any component in the proposed system. The contractor shall also provide a list of suppliers of required special or custom tools or instruments.

The proposer shall provide this list with its proposal.

2.5.2. Bill of Material

The contractor shall provide a complete Bill of Material that includes unique part numbers, descriptions, generic names and generic part numbers for each component in the proposed system. The Bill of Material shall include identification to the Lowest Replaceable Component (LRC). Diagrams and drawings shall identify each system component and shall call out each component with the unique part number as referenced in the Bill of Material. Sub-component detail of commercial equipment such as computers and peripherals shall also be called out.

2.5.3. Listing of Sources

For all system parts, the contractor shall provide a listing by sources, down to the LRC, for purchasing these components and parts. Listed sources shall be other than the contractor and subcontractors. For parts that are proprietary and only available from the contractor, these shall be included in the listing, but denoted as proprietary. For all parts, the contractor shall include the Manufacturer Part Number, List Price, Lead time and contract information.

2.6. DELIVERY AND INSTALLATION

The following section describes DART’s requirements for contractor provided Delivery and Installation. The proposer shall provide a detailed description of its proposed solution for addressing this section.

The proposer shall provide a sample of a Delivery and Installation Plan (DIP) that it has used for similar systems as the one it is proposing for DART. The proposer shall include its proposed Delivery and Installation schedule in the MPS being included as part of its proposal.

It will be the responsibility of the Contractor to remove the existing system now in use on all buses. All costs with this task are to be included in the proposal submitted. The existing equipment will be retained by DART after their removal from the vehicles.

During the installation of the new system, the existing fare collection system must remain functional. The proposer should describe its proposed system Transition Plan for keeping DART’s current system in operation until it is ready to “cut” over to the proposed system. The contractor’s Transition Plan should minimize as much as possible any impact to DART’s operations. The proposer should highlight any specific requirements expected of DART as well as indicate what impacts are expected to DART operations.

The contractor shall be responsible for all work involved in the running of any overhead or underground conduits for data and power cables up to 200 feet in length. DART Facilities management will oversee all construction activities. All plans for such work shall meet all requirements of city and county building codes.
in effect at the time of NTP. The contractor shall furnish the necessary cabling, electrical and data, for installing the proposed system, completely.

The contractor shall be responsible for any required building permits and/or licenses necessary to complete this work. The proposer shall indicate in the proposed MPS time to obtain any required permits, licenses and to have any required inspections conducted.

The contractor shall provide storage and work facilities, except those specifically provided by DART for the purpose.

2.6.1. Installation Time

For on-bus devices, DART generally maintains sufficient spare vehicles to support installations after the morning rush hour. The Contractor shall install system devices on DART vehicles during the period vehicles are made available by DART. DART shall make vehicles available for installation during the following periods:

<table>
<thead>
<tr>
<th>On-bus Component Installation Times</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekdays:</strong></td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>Saturday:</strong></td>
</tr>
<tr>
<td><strong>Sunday:</strong></td>
</tr>
</tbody>
</table>

Vehicles may be made available at other times at the discretion of DART and by prior arrangement. At no time shall DART’s regular revenue service be disrupted.

2.7. MAINTENANCE AND SPARE PARTS

2.7.1. Spare Parts and Itemized Price List

The contractor shall prepare and submit to DART a recommended list of spare modules and parts to support the installed system, ensuring a 99% system availability. This list shall be grouped by equipment type, each module, part, and plug-in PC card assembly. The list shall provide complete ordering and procurement information for each item. Each item listed shall include, at minimum, the following information: item-name, description, current price, original manufacturer’s name, part number, drawing reference number, recommended quantities, expected average delivery time, expected life cycle, and alternative sources. Items that are common to more than one equipment, module, or subassembly shall be suitably cross-referenced.

Recommended quantities shall be provided based on expected usage. Alternatively, a recommendation based on a percentage not-to-exceed 10% of the installed base may be provided, as long as, this quantity
will ensure a 99% system availability. All other requirements outlined in this section shall remain in effect.

DART will purchase spare parts based on the contractor’s recommendation and price. DART will monitor actual usage against the contractor’s recommendations. Should actual usage in Revenue Service exceed the contractor’s recommendations by greater than fifty percent (50%), the Failure Review Board (FRB) shall conduct an investigation and based on its findings, determine a course of action, which could be for the contractor to provide additional spare parts and/or implement corrective actions to remedy the issue at no additional cost to DART.

The stock level shall be consistent with the normal replacement anticipated. This level shall be a function of the total equipment in service and the availability from the contractor's normal supply operation for such parts. Future spare purchases shall be provided within a nominal 90-day time period. The contractor shall identify and justify any long lead spare parts that cannot be provided within the specified time period and provide alternative supply approaches. The list of long lead parts will be updated by the contractor as required during the design life of the system.

The prices quoted in this list shall be in effect for a minimum of one-year (1) period from system acceptance.

2.7.2. Consumables

The contractor shall provide a list of recommended consumable spare parts, such as bulbs, belts, fuses, bearings, etc., to support the system for a period of one year. This list shall include, at minimum, the following information: item-name, description, current price, original manufacturer’s name, part number, drawing reference number, recommended quantities, expected average delivery time, expected life cycle, and alternative sources.

DART shall purchase consumable spares and monitor actual usage against the contractor’s recommendations. Should actual usage in Revenue Service exceed the contractor’s recommendations by greater than fifty percent (50%), the FRB shall conduct an investigation and based on its findings, determine a course of action, which could be for the contractor to provide additional parts and/or implement corrective actions to remedy the issue at no additional cost to DART.

2.7.3. Contractor Responsibility

For fifteen (15) years after delivery and final acceptance of the system, the contractor shall maintain an adequate inventory of spare parts for all the equipment furnished under this contract. In situations where a part or component is no longer available, the contractor shall identify a compatible replacement solution. The replacement solution will represent the most cost effective approach that retains the overall form, fit and functionality of the affected part or component, including all Field Modification Instructions to support the implementation of the replacement solutions. The contractor shall ensure that a sufficient number of original components are available through the base warranty.

The contractor shall submit to DART an executed document acceptable to DART, defining a binding responsibility to furnish all contractor-designed modules and spare parts, their drawings and specifications,
SECTION 2: SCOPE OF WORK

including any applicable patent information.

In the event the contractor fails to furnish these parts within a reasonable time, a period not to exceed ninety (90) days after receipt of order, the contractor shall notify DART to arrange suitable replacements. This arrangement shall include providing sufficient information to allow DART to procure suitable manufacture of the parts affected.

2.7.4. Maintenance and Support Equipment

DART anticipates performing all levels of maintenance, preventative, field repair, shop-level and overhauls to all equipment in the system. Shop level repairs include repairs to the LRC level as defined by the contractor; for example, a PC board is considered a LRC.

The Contractor shall provide maintenance support equipment that includes the following:

A) Standard Support Equipment

Standard support equipment includes equipment or tools that are commercially available from more than one source. The contractor shall supply DART a list of all support and test equipment and tools required to operate and maintain the equipment.

B) Special Tools

The contractor shall provide a list of any special tools needed to maintain the system. Special tools are defined as special diagnostic tools and equipment for each subsystem and equipment that are not readily available from commercial sources. The contractor shall be responsible to provide any special tools needed for maintenance of the system that are not identified in the proposal at no cost to DART. The contractor shall provide sufficient documentation to allow DART to manufacture or procure these special tools as needed.

C) Special Test Fixture

The contractor shall supply Special Test Fixtures (STF) that provide the means for maintenance personnel to bench test, repair, and calibrate each major module and/or subassembly of the system.

STF shall operate as a complete functioning mobile system. The contractor shall provide whatever interlock bypasses may be necessary to ensure a fully functional test system capable of testing any modules and sub-assemblies provided as part of this contract.

The STF shall be sufficient to conduct comprehensive in-house testing, service validation, and repair over the entire service life of the system equipment. The STF shall be configured in order to maximize effectiveness and efficiency of the maintenance program, such that modules are mounted suitable for operation from a standard workbench. All interconnections including wiring, harness, plugs, sockets and other connections shall be the same as used in the respective system equipment, except in cases where
SECTION 2:  
SCOPE OF WORK

longer cables or wires are required to connect the various components while they are disassembled. The mounted components shall be arranged in such a manner that each module can be separately exercised to perform its functions; verifying the proper operation of all sub-system components shall be possible with a level of accuracy and completeness identical to the criteria used during manufacturing and acceptance tests.

Also, the STF shall contain all provisions necessary to communicate with the Back Office, simulate the system installed in the field, troubleshoot integral machine faults in a controlled environment, and to test system modifications prior to full implementation of such modifications.

2.7.5. Maintenance Reporting

The proposed system shall capture, in individual transaction and event records detailed information pertaining to the system and its components such that system, at any given time, is reporting the health of the system down to the individual components. The system shall include a System Status Monitor, which shows the health using color coded graphical representation. The monitor will allow DART to “drill” from a high level system view down to individual components. Status shall include, at minimum, the following:

- Device ID
- Component Serial Number
- Error codes
- Date of occurrence
- Status of Error
- Date of maintenance activity
- Date of last PM
- Current or Last user ID logged in
- Component specific data
- Etc.

The System Status Monitor shall have capability of creating an email alert for any critical error or condition. The Contractor will work with DART during PDR and FDR to configure these requirements.

2.8. TESTING

The following section describes DART’s requirements for contractor provided testing and inspections to certify and accept the system. The proposer shall provide a detailed description of its proposed solution for addressing this section.

All of the system components, sub-systems, systems processes, etc. constituting the entire system shall be tested individually and as an integrated whole to ensure that the delivered system meets requirements of DART. The contractor’s obligations shall include all labor, materials, support services, or other system components, software or services required to completely inspect and test all hardware and software of the system, including the Back Office; whether it is implemented as a hosted system or not.

2.8.1. Testing Program Plan

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SECTION 2:  
SCOPE OF WORK

The proposer shall provide with its proposal a sample of its Testing Program Plan (TPP), which illustrates all of the testing to be provided for a similar system as its proposed system. The objective of the Test Program is to ensure that the equipment furnished under this contract shall meet all the requirements of DART. The proposer shall indicate in its proposed MPS when and for how long testing will be conducted.

The contractor shall provide the TPP as part of the PDR. This plan will include a description of all tests to be performed, test objectives, expected results, setup, prerequisites, when, where and other pertinent information to provide DART with a clear understanding of the system testing. The TPP will be the guiding document being followed for the testing of the system throughout the course of the project. Each of the individual tests outlined within the TPP will have its own specific, more detailed, test procedure.

The Contractor, as witnessed by DART, will be required to perform the following minimum tests:

- **Design Review Tests (DRTs)** – The purpose of the DRTs is to provide check points during the respective Design Reviews to evaluate the progress and technical adequacy of the design and conformance with the requirements of this contract. The successful completion of the applicable Design Reviews shall be a prerequisite before proceeding with the next review and applicable testing.

- **Factory Acceptance Test (FAT)** – The purpose of the FAT shall be to verify that system hardware and software to be supplied with the functions as defined in the functional requirements.

- **Vehicle Acceptance Test (VAT) / Mini-Fleet Test** – The purpose of the Vehicle Acceptance Test shall be to provide an assurance of equipment performance and an early warning of any problems, as well as to verify that the system hardware and software delivered meets DART’s requirements as a fully integrated system and is ready for being installed in the field. It is anticipated that a Vehicle Acceptance Test may not have to occur on every single vehicle, only on the designated Mini-Fleet. The Mini-Fleet will consist of approximately 20% of the DART fleet with a mix of vehicle types.

- **Reliability, Maintainability and Accuracy Test (RMAT)** – The purpose of the RMAT is to test and ensure the system meets all of DART’s requirements and is ready to be accepted by DART.

- **Fixed-End Hardware Acceptance Test (FEHAT)** – The purpose of the FEHAT is to test and ensure that the non-fleet hardware systems meet all of DART’s requirements and are ready to be accepted by DART.

- **System Acceptance Test (SAT)** – The purpose of the SAT is to conduct the final testing after all corrective actions have been implemented ahead of DART accepting the system and beginning the warranty phase of the contract.

A) Test Procedures

The contractor shall as part of the PDR include all of the test procedures for the above defined test phases. The proposer shall include Sample Test Procedures illustrating the above tests as conducted for other similar fare collection system projects. Each procedure shall include a detailed testing schedule indicating the sequence of each test, where and when each test shall take place, and a description of the contractor's quality system for control of the test equipment throughout the entire program, including parts lists, drawings, inspection and test records, networks and maintenance records. Information provided for each inspection and test shall include, at minimum, the following:

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- Inspection/test title
- Organization performing and responsible for the inspection/test
- Inspection/test location
- Inspection/test purpose and objectives
- Inspection/test pass/fail criteria
- A complete software test plan and individual test scripts for each delivered program and interface
- Inspection/test schedule providing the following information at a minimum:
  - Inspection/test procedure submittal
  - Inspection/test start date
  - Inspection/test duration
  - Inspection/test report/Certification submittal
- Outline and format of test data sheets, defining the responsibilities of the Contractor and DART, and the methodology for correcting variances
- Procedure to be followed for the resolution of test problems and failure recurrence

The TPP and Test Procedures shall cover all contractor, supplier and subcontractor inspections and tests to be performed, including those performed under the contractor’s QA plan. No inspections or tests shall be performed before the contractor has received DART’s authorization to proceed with a given test.

All testing will be conducted in coordination with DART. For any test in which DART elects not to participate, the contractor shall provide proof of testing. This proof shall include certification that the respective Test Procedure was followed.

In event of test failure or failure recurrence, a re-test shall be performed for all system components affected by adjustments resulting from testing, up to and including the entire system if DART reasonably determines such is needed.

B) Detailed Inspection Sheets

For each inspection, the contractor shall provide detailed check-off sheets to be used during the inspection process. The check-off sheets shall include, but not be limited to, the following information:
- Information provided in the Inspection and Testing Plan (repeated)
- Measuring and Test Equipment Serial and Calibration Date
- System Components to be inspected
- Measurements to be taken, including required instrumentation
- Features required to be present
- Criteria required to be met
- Any related documentation (drawings, prints, vendor specifications, and recommendations)
- Fields for witnesses names and signatures
- All other information required to monitor and manage the inspection

C) Inspection and Test Reports

The contractor shall submit a written report for each inspection and test, including copies of all

REQUEST FOR PROPOSAL:
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inspection/test data to be submitted as evidence for each test and DART’s review. The inspection/test reports shall include all historical data, such as inspections and tests performed, failures, modifications and repairs, pertaining to the item, Components or System tested. These reports shall include, at a minimum, the following:

- Reference to the appropriate Article of the Inspection and Testing Plan and to the corresponding Detailed Inspection Sheets or Detailed Test Procedures
- Description of test performed
- Date of the test
- Description of all problems
- Description of any preventive maintenance performed during the test, including the duration of such activities
- Test results
- Identification of the contractor's test engineer, and DART's representative
- Retest schedule and procedures, if required
- If a retest, discussion of changes made prior to retest
- Identification and signatures of the Contractor's test engineer, and DART's representative
- Copies of datasheets

D) Testing Facilities

Except for FAT, all testing shall be conducted at DART.

E) Fleet Defect

In the event that the failures, hardware or software, are exhibiting a pattern of the same failure, a Fleet Defect shall be declared. The test in progress at the time will be stopped and the contractor shall be given one (1) week to resolve the defect or if that is not feasible, to submit a remedial corrective action plan and schedule for DART’s review and approval. Once the defect has been resolved, a two (2) week period will be allowed to verify that the resolution has been made satisfactorily and the stopped test will be restarted from the beginning.

2.9. GLOSSARY

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>AD</td>
<td>Active Directory</td>
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<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
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<tr>
<td>API</td>
<td>Application Programming Interface</td>
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<tr>
<td>APTA</td>
<td>American Public Transit Association</td>
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<tr>
<td>ASCII</td>
<td>American Standard Code for Information Interchange</td>
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**SECTION 2: SCOPE OF WORK**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>AVL</td>
<td>Automatic Vehicle Location System</td>
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<tr>
<td>BOM</td>
<td>Back Office Management</td>
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<tr>
<td>CDRL</td>
<td>Contract Deliverable Requirement List</td>
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<tr>
<td>CSV</td>
<td>ASCII Comma-Delimited</td>
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<tr>
<td>DART</td>
<td>Des Moines Area Regional Transit Authority</td>
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<tr>
<td>DCU</td>
<td>Driver Control Unit</td>
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<tr>
<td>DPM</td>
<td>DART Project Manager</td>
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<tr>
<td>EMI</td>
<td>Electro Magnetic Interface</td>
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<tr>
<td>Farebox</td>
<td>Electronic Validating Farebox</td>
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<tr>
<td>FAT</td>
<td>Factory Acceptance Test</td>
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<td>FDR</td>
<td>Final Design Review</td>
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<tr>
<td>HW</td>
<td>Hardware</td>
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<tr>
<td>ISO</td>
<td>International Standards Organization</td>
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<tr>
<td>ITS</td>
<td>Intelligent Transportation Systems</td>
</tr>
<tr>
<td>LRC</td>
<td>Lowest Replaceable Component</td>
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<tr>
<td>MPR</td>
<td>Monthly Progress Report</td>
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<tr>
<td>MPS</td>
<td>Master Project Schedule</td>
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<tr>
<td>NTP</td>
<td>Notice to Proceed</td>
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<tr>
<td>ODBC</td>
<td>Open Database Connectivity</td>
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<tr>
<td>OTT</td>
<td>Opportunities Thru Transit</td>
</tr>
<tr>
<td>PDR</td>
<td>Preliminary Design Review</td>
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<tr>
<td>PM</td>
<td>Project Manager</td>
</tr>
<tr>
<td>PMP</td>
<td>Project Management Plan</td>
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<tr>
<td>QA</td>
<td>Quality Assurance</td>
</tr>
<tr>
<td>QAP</td>
<td>Quality Assurance Program</td>
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<tr>
<td>QC</td>
<td>Quality Control</td>
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<tr>
<td>RMAT</td>
<td>Reliability, Maintainability, and Accuracy Test</td>
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<tr>
<td>RTIS</td>
<td>Real Time Information System</td>
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<tr>
<td>SAT</td>
<td>System Acceptance Test</td>
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<tr>
<td>SQL</td>
<td>Structured Query Language</td>
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<tr>
<td>STF</td>
<td>Special Test Fixture</td>
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<tr>
<td>SW</td>
<td>Software</td>
</tr>
<tr>
<td>WLAN</td>
<td>Wireless Local Area Network</td>
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</table>

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3.1. GENERAL GUIDANCE

DART reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently should they both be deemed equal, and enter into a Contract with such Proposer who is determined, by the DART, to provide the services which are in the best interest of DART. DART may agree to such terms and conditions as it may determine to be in its interest.

DART’s Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

3.2. EVALUATION CRITERIA

The evaluation criteria for this procurement are:

A. Qualifications and Technical Capability of the Proposer (40 Percent)
   The evaluation will be based upon:
   - Compliance with functional specifications
   - System life cycle, usability, expandability, and maintainability, measured in part by amount of use of standard, non-proprietary interfaces
   - Proposed project management plan and project schedule
   - Overall quality of the proposed training program
   - Minimization of risk by use of the most current, proven, and available state-of-the-art technologies

B. Experience Base of the Proposer (20 Percent)
   The evaluation will be based upon:
   - Breadth and depth of project experience and past performance on similar projects
   - Financial solvency and capacity
   - Overall installation and deployment experience
   - Results of customer references related to similar projects

C. Qualifications of Personnel Assigned to the Project (20 Percent)
   The evaluation will be based upon:
   - Project management team
   - Personal experience
   - Availability of key personnel

D. Price (20 Percent)
   The evaluation will be based upon:
   - Comparative to similar systems / proposals for each element of the Price Proposal Form
   - Unit prices comparable to similar unit prices in the industry
   - Inclusion of extraneous elements
SECTION 3:
PROPOSAL EVALUATION AND AWARD PROCEDURE

All Proposers will be notified after the Selection Committee has selected the most qualified Proposer(s).

Any award shall be on the basis of the outlined evaluation criteria and made to the Proposer(s) whose proposal is judged as providing the best value in meeting the interest of DART and the objectives of the project, in DART’s sole determination.

DART staff will start contract negotiations with the top ranked proposer(s). The DART Commission may be required to approve the negotiated contract(s).
SECTION 4: PROPOSAL TIMELINE

4.1. PLANNED PROCUREMENT SCHEDULE

The following timeline has been established for this Request for Proposals:

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Issued:</td>
<td>March 3, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Meeting/Conference Call</td>
<td>1:30 PM Central, March 15, 2017</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFP:</td>
<td>March 20, 2017</td>
</tr>
<tr>
<td>Answers to QuestionsPosted on Website:</td>
<td>March 24, 2017</td>
</tr>
<tr>
<td>Proposals Due:</td>
<td>2:00 PM Central, April 12, 2017</td>
</tr>
<tr>
<td>Tentative Interviews:</td>
<td>Week of May 1, 2017</td>
</tr>
<tr>
<td>Target Selection:</td>
<td>May 15, 2017</td>
</tr>
</tbody>
</table>
SECTION 5: INSTRUCTIONS TO PROPOSERS

5.1. INTERPRETATION OF RFP DOCUMENTS
No oral interpretations will be made to any firms as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, e-mail, or fax) to the DART Purchasing Manager and received by the date specified. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. DART will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the award of the contract. The DART Purchasing Manager will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by the Proposer all conditions and requirements contained within are accepted and understood by the Proposer.

5.2. ADDENDUM TO RFP
If it becomes necessary to revise this RFP, any addendums will be posted on the DART website and to or those having expressed an interest in submitting a proposal.

5.3. TYPE OF CONTRACT
DART intends to award a firm, fixed price contract. The services of the Firm will be based on the Scope of Work as outlined in Section 2 and Appendix A – Functional Requirements.

5.4. RIGHTS OF DART IN REQUEST FOR PROPOSAL PROCESS
DART may investigate the qualifications of any Proposer under consideration. DART may require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. DART reserves the right to:

- Disqualify any Proposer in accordance with Instruction to Proposers
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the RFP
- Cancel the entire RFP
- Issue subsequent RFP
- Appoint evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Sub-consultants and Suppliers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Solicit best and final offers (BAFO) from all or some of the Proposers
- Negotiate with any, all or none of the Proposers
- Award a contract to one Proposer
- Accept other than the lowest priced Proposal
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law.

This RFP does not commit DART to enter into a Contract.

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5.5. **DART PROTEST PROCEDURES**

**A) Who May Protest or Appeal.** Any Proposer showing a substantial economic interest in the award of a contract under this procurement who claims to be aggrieved in connection with the solicitation or proposed award of a contract under this procurement may protest to DART in accordance with the procedures set forth herein.

**B) Timing of Protest.** A protest must be submitted by an Interested Party no later than 7 business days prior to the date and time designated for submittal of bids or proposals or within 5 business days after the allegedly aggrieved person or party is notified of contract award. All protest must be in writing and shall contain the following:

- the procurement title and/or number under which the protest is made;
- the name and address of the allegedly aggrieved party;
- a detailed description of the specific grounds for the protest and all supporting documentation;
- the specific ruling or relief requested; and
- the written protest shall be addressed to DART Procurement Manager, Des Moines Area Regional Transit Authority, 620 Cherry Street, Des Moines, IA 50309.

**C) Evaluation of Protests.** A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Procurement Manager may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Procurement Manager shall notify parties involved in the procurement as identified above, and such DART personnel or others as may be appropriate or necessary to determine the validity of the protest. A notice of the receipt of a protest pertaining to a federally participating purchase shall be sent to the FTA regional office, per FTA Circular 4220.1F, Chapter VII, Sec. 1.a(2). Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Procurement Manager may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

The Procurement Manager shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the Iowa Freedom of Information Act prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties. The Procurement Manager will consult DART Legal Counsel prior to issuing a decision regarding the protest.
D) **Response to Protest.** Upon receipt of a timely written protest, the Procurement Manager will consider the protest in accordance with established procedures and promptly issue a written decision stating the reasons for the action taken and informing the allegedly aggrieved person of his/her right to appeal the decision to the General Manager.

The decision document will contain four parts:

- **SUMMARY** – Describes briefly the protesting party, the solicitation involved, the issue(s) raised, and the decision.
- **BACKGROUND** – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- **DISCUSSION** – Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- **DETERMINATION** – States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it.

The decision made by the Procurement Manager shall be final and conclusive unless appealed in writing to the General Manager within 5 business days of receipt by the Protestor. The General Manager will consider the appeal and promptly issue a written decision, which shall be final and conclusive.

A Protestor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the protestor’s right, if any, to commence litigation.

Failure to comply with these protests and appeal requirements will render a protest or an appeal untimely or inadequate and may result in its rejection by DART.

After the exhaustion of all administrative remedies, the protestor shall have 10 calendar days to commence litigation. Failure to commence litigation within this limitation shall constitute an absolute waiver of the protestor’s right.

E) **Record of Protest.** Upon receipt of a protest involving FTA funded contracts, FTA shall be notified, and shall be kept informed of the status of the protest until resolved.

F) **Protest at the Federal Transit Administration level.** Protests made to the FTA will be limited to DART’s failure to have or follow its protest procedures, DART’s failure to review a complaint or protest, or violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

- A protest must be filed with the FTA no later than 5 business days after the protestor learns or should have learned of an adverse decision by DART or other basis of appeal to FTA;
- A protest to FTA must be filed in accordance with FTA Circular 4220.1F, Chapter VII, as amended.
- The Procurement Manager shall submit to the FTA Regional Office a copy of all protests and DART’s response.
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5.6. PRICES, TERMS AND PAYMENT

Firm prices shall be proposed and must include all ancillary costs as well as the following:

- Taxes: DART does not pay federal excise and sales taxes or state excise and use taxes on direct purchases.
- Mistakes: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, specifications and all instructions pertaining to the request for proposal. Failure to do so will be at the Proposers risk.
- Invoicing and Payment: Charges rendered by consultant to DART shall be due and payable on terms of Net 45 days after proper and complete billing is received by DART.

5.7. DURATION OF OFFER

All proposals shall remain in effect for a minimum of one-hundred eighty (180) days from the proposal opening date or scheduled date for receipt of proposals. Proposers that allow less than one-hundred eighty (180) days for acceptance by DART will be considered non-responsive and will be rejected.

5.8. TAX EXEMPTION

DART is exempt from payment of all Federal, State, and local taxes in connection with this Project. Said taxes shall not be included in the proposal or proposal prices. DART will provide necessary tax exemption certificates. This provision does not relieve the Consultant from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

5.9. LATE PROPOSALS OR WITHDRAWAL OF PROPOSALS

Any proposal received at the DART offices designated in the solicitation after the time specified for receipt of proposals will not be considered and will be returned to the proposer unopened.

A proposal may be withdrawn in person by the proposer or their authorized representative, provided their identity is made known and a receipt is signed for the proposal, and only if the withdrawal is made prior to the time specified for receipt of proposals.

5.10. QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the proposal which is responsive in all respects to these procurement requirements, and where the Proposer is determined to be a responsible Proposer, a determination that shall be made solely at the discretion of DART. The Proposer affirms and declares:

- The Proposer has the capacity to do business within the State of Iowa.
- The Proposer has the capability to assure completion of the required services within the time specified under this contract.
- The Proposer presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.

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• The Proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into.
• The Proposer is not in arrears to the Des Moines Area Regional Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Des Moines Area Regional Transit Authority.
• No member, officer, or employee of DART during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
• To be “qualified” by DART, the proposer must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
• The proposer is not on the Comptroller General’s list of ineligible consultants.

5.11. WITHHOLDING AWARD
This solicitation for proposals does not commit DART to award a contract, pay any costs incurred in preparation of proposal or proposals in response to this solicitation, or to procure or contract for goods or services. Proposer shall be responsible for all costs incurred as part of their participation in the pre-award process.

5.12. PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT
DART reserves the right to postpone, accept, or reject any and all proposals in whole or in part, on such basis as the DART Commission deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has been compensated by DART or a consultant engaged by DART for assistance in preparing the RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to the RFP.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has continued discussions regarding this RFP with DART or consultant staff other than the Contract Administrator (with the exception of the Contract Compliance Office regarding DBE informational requests or informational requests on the Lobbying Program) after the RFP is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.

5.13. USDOT/FTA/IDOT CONCURRENCE FOR CONTRACT AWARD
The award of a Contract for this Project may be subject to review and concurrence by the U.S. Department of Transportation, Federal Transit Administration and/or the Iowa Department of Transportation.
SECTION 5: INSTRUCTIONS TO PROPOSERS

5.14. DEBARMENT AND SUSPENSION

Proposers shall complete and submit as part of their proposal, the Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters for all projects when the total aggregate value of the contract exceeds $100,000. The proposer shall also submit a list of subcontracts and subcontractors that will have a financial interest in this Project that exceeds $25,000 or will have a critical influence on or a substantive control over the Project. A Certification Of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusions shall be submitted by the proposer to DART for each listed subcontractor prior to contract award.

During the term of the Contract the successful proposer will be required to immediately notify DART of 1) any potential subcontractor that is subject to this provision and to submit the appropriate certification prior to award of a subcontract, 2) any information that its certification or certification of its subcontractors was erroneous when submitted, 3) any information that certifications have become erroneous by reason of changed circumstances.

5.15. DBE PARTICIPATION

In connection with the performance of this Contract, the successful proposer agrees to cooperate with DART in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE). The policy and obligations for maximum utilization of DBE's are herein set forth:

A) **Policy.** It is the policy of the Department of Transportation that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or apart with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 23 apply to this Agreement.

B) **DBE Obligation.** DART or its Contractor agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, DART or its Contractor shall take all necessary and reasonable steps in accordance with 49 CF, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and to perform contracts. DART and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Requirements and goals for Disadvantaged Business Enterprise participation in this Project are as follows:

A **five percent (5%)** goal shall be established as a target to be made available to certified DBE's for this project.

Compliance with the percentage goal may be fulfilled by DBE's performing as either:

- A member of a joint venture as a prime contractor
- An approved subcontractor

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- An owner-operator of equipment
- A renter of equipment to a prime contractor
- A firm manufacturing and supplying goods used in the project
- A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted)

Prior to Contract award, the apparent successful proposer shall submit a written assurance of meeting the above goals and shall include names of DBE subcontractor, addresses of contact persons, a description of work to be performed and dollar values of each proposed DBE subcontract. This information shall be submitted on the attached “DBE Participation Form” furnished with this solicitation.

If the goals were not met, the proposer must demonstrate that sufficient good faith efforts were made to meet the DBE contract goals and shall document the steps he has taken to obtain DBE participation.

Proposer’s good faith efforts will include the following actions:
Soliciting through all reasonable and available means the interest of all certified DBE’s who have the capability to perform work under the contract. This shall include attendance at pre-proposal meetings, advertising and/or written notices. The proposer shall allow sufficient time to allow the DBE’s to respond to the solicitation.

A) Selecting portions of the work to be performed by DBE’s.

B) Providing interested DBE’s with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

C) Negotiations in good faith with interested DBE’s. It will be the responsibility of the proposer to make a portion of the work available to DBE subcontractor and suppliers and to select those portions of the work or materials consistent with the available DBE’s. Evidence of negotiations shall include the names, addresses, and telephone numbers of DBE’s that were considered and a description of the information provided regarding the plans and specifications for the work selected for subcontractor, and evidence as to why additional agreements could not be reached for DBE’s to perform the work.

D) Not rejecting DBE’s as being unqualified without sound reasons based on a thorough investigation of their capabilities.

E) Efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance as required.

F) Efforts to assist interested DBE’s in obtaining necessary equipment, supplies, materials, or related assistance or services.

G) Use of services of available minority/women community organizations; minority/women contractors’ groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE’s.

The prime contractor agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without DART’s prior
written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor agrees to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated.

5.16. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

DART agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. DART further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute.

5.17. LOBBYING CERTIFICATION

Proposers shall complete and submit as part of their proposal the Certification of Restrictions on Lobbying for all projects when the total aggregate value of the contract exceeds $100,000. The Contractor shall also submit a list of subcontracts and subcontractors that will exceed $100,000. A Certification of Restrictions on Lobbying shall be submitted by the proposer to DART for each listed subcontractor prior to contract award.

5.18. COLLUSION

The Proposer, by affixing his signature to the Certification Form, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connections with any person, firm, or corporation making a proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

5.19. DART PROHIBITED INTEREST

No DART employee, officer, or agent, including any member of an evaluation committee for a DART project, may participate in the selection, award, or administration of a DART contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the parties set forth below has a material financial or other interest in a firm selected for award:

- Any employee, officer, or agent of DART;
- Any member of his/her immediate family;
- His/her partner; or
- An organization employing or about to employ any of the above.

Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as director, officer, consultant, or employee of such an organization would be deemed a material interest.

5.20. LEGAL REQUIREMENTS

Federal, state, county and local laws and ordinances, rules and regulations shall govern submittal and evaluation of proposals received and shall govern claims and disputes between Proposer(s) and DART by REQUEST FOR PROPOSAL:
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and through its officers, employees, authorized representatives, or any person, natural or otherwise. Lack of knowledge by Proposer is not a cognizable defense against legal effects.

5.21. EXCEPTIONS

Proposer is advised that if it wishes to take exception to any of the terms contained in this RFP it must identify the term and the exception in its response to the procurement. Failure to do so may lead DART to declare any such term non-negotiable. Consultant’s desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

5.22. PROJECT STARTUP

The Contractor agrees to commence work on this Project immediately upon the signing of this Contract by both parties and the issuance of a Notice To Proceed by DART.
SECTION 6: CONTRACT PROVISIONS

6.1. CONTRACT PROVISIONS

1. DEFINITIONS

Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable federal, state or local laws and regulations. If there is a conflict between any defined terms, DART’s reasonable interpretation of said term shall govern.

2. CONTRACT DOCUMENTS

This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid or unenforceable, then the Parties agree that such invalid or unenforceable portion shall be severable and the invalid or unenforceable portion shall be treated as though that portion had never been part of this Agreement. For the purposes of this Agreement, the following documents are collectively referred to herein as “Contract Documents” and the following order of precedence shall apply to all Contract Documents, in descending order of precedence:

A) The third-party contracting requirements in Federal Transit Administration (“FTA”) Circular 4220.1F as well as the applicable “Federally Required and Other Model Clauses” which are available on the FTA web site at https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance;

B) Change Orders;

C) This Agreement together with all Exhibits and attachments hereto;

D) The Solicitation; and

E) The Response.

In the event of a conflict between the terms of any of the documents that constitute the Contract Documents, the order of precedence of such documents shall be in descending order from A) to ____. To the extent any of the terms of the Response conflict with the other documents that constitute the Contract Documents or the terms of the Response are not applicable or relevant in the reasonable opinion of DART, then those certain terms and provisions contained in the Response shall not be applicable and shall not constitute part of the Contract Documents. Contract Documents shall further include any properly executed amendments or change orders.

3. REQUIRED NOTICE TO PROCEED

Contractor shall not proceed with any work required under the Contract Documents without a written notice of award from DART (the “Notice to Proceed”). Any work performed or expenses incurred by Contractor prior to receipt of the Notice to Proceed shall be entirely at Contractor’s risk.

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4. CONTRACT PRICE

Contractor shall not provide Services of an amount that would be greater than the Contract Price, unless otherwise agreed to in writing by DART. Contractor shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

The Contract Price and payment schedule (the “Payment Schedule”) are provided in Exhibit {X} attached hereto and made a part hereof.

5. CONTRACTOR SERVICES AND GRANT OF LICENSE

A) Contractor Services. Contractor, at the direction of DART, shall provide to DART, the Services in conformance with the Statement of Work as set forth in Exhibit {X} attached hereto and made a part hereof.

B) Grant of License. Contractor grants DART a nontransferable, irrevocable, royalty-free, non-exclusive license to use the Software as identified on Exhibit {X} attached hereto and made a part hereof. Contractor shall provide Software maintenance services to DART as provided in Exhibit {X} attached hereto and made a part hereof.

6. PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, DART authorizes Contractor to proceed with contract performance.

7. CONTRACT PERFORMANCE TIME

Unless terminated in accordance with other provisions of this Agreement, or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until ______________ (the “Term”).

8. PAYMENT

A) Payment; Procedure for Invoicing. DART agrees to pay Contractor for work which is actually performed, accepted and approved by DART based on the Contract Price and the Payment Schedule. The invoice shall be submitted to:

DART
Attn: Accounts Payable
620 Cherry Street
Des Moines, Iowa  50309

DART may request additional documentation from Contractor prior to payment of any invoice from Contractor. DART may disallow and deduct any cost for which proper documentation is not provided, and DART may withhold payment for Services in the event DART deems such Services were improperly performed or failed to meet project specifications. DART may, at any time, conduct an audit of any
and all records kept by Contractor in connection with the Project. Any overpayment to Contractor by DART discovered during the course of such an audit may be set off against future amounts owed to Contractor by DART.

B) Time of Payment by DART. DART shall make full payment within net forty-five (45) days after receipt and approval by DART of Contractor’s invoice, unless otherwise stated in the Contract Documents.

C) Subcontractor Payment. Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) business days from the receipt of each payment Contractor receives from DART. Contractor agrees further to return any retainage payments to each subcontractor within ten (10) business days after the subcontractor’s Work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of DART. This clause applies to both DBE and non-DBE subcontractors.

If Contractor fails to pay a subcontractor within ten (10) business days, Contractor must notify DART and the affected subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

Contractor is obligated to pay interest to any subcontractor on all amounts owed by Contractor that remain unpaid after ten (10) business days following receipt by Contractor of payment from DART for Work performed by a subcontractor under that contract, except for amounts withheld as allowed in subsection (A) of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld.

Should either Contractor or subcontractor advise DART of a payment issue involving a DBE contractor, DART’s DBE liaison officer shall be notified to investigate, as appropriate.

D) Receipt of Payment by Contractor as Release of DART. The acceptance by Contractor, its successors, or assigns of any progress payment or final payment due pursuant to the Contract Documents shall constitute a full and complete release of DART from any and all claims, demands, or causes of action whatsoever that Contractor, its successors, or assigns may have against DART in connection with the Services performed under the Contract Documents, through the date that the Services are rendered and for which such payment is made.

E) Subcontractor Documents. In the event Contractor is utilizing any subcontractors for the furnishing of Services, upon request by DART, Contractor shall provide to DART copies of billings and other invoices which may be received from any such subcontractors and, in addition, Contractor will obtain releases from time to time in favor of DART from any subcontractor(s) for work so performed by that subcontractor.

9. RETAINAGE

A retainage of five (5) percent will be held from each invoice. Retainage will be released when the Project is fully completed in accordance with this Agreement, including receipt of lien waivers signed by all subcontractors providing labor or materials for this Agreement.

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10. MODIFICATION OF CONTRACT DOCUMENTS

Oral modification of the Contract Documents is not permitted. A party shall request any modifications of the Contract Documents in writing to the other party. If a requested modification is approved by the parties and such modification causes an increase or decrease in the cost or time required to complete the Project, the parties will agree to an equitable adjustment of the Contract Documents and will reflect the adjustment in a written change order signed by both parties. Neither party is obligated to perform requested modifications unless both parties execute a written change order. Contractor will not be compensated for any work performed or goods delivered prior to the execution of a written change order by both parties.

11. ADDITIONAL REQUIREMENTS

DART reserves the right to request additional goods and/or services related to this Agreement from Contractor. Changes affecting the Contract Price, Performance Schedule, or scope of work must follow these guidelines for implementing the requested change:

A) DART’s authorized representative may, at any time, make changes within the general scope of this Agreement by providing a written, detailed request for the change. Upon receipt of DART’s requested change order, Contractor shall provide DART’s authorized representative a written, detailed proposal including updated price, schedule, and scope of work changes for Work to be performed.

B) When approved by DART as an amendment or change order to this Agreement and authorized in writing by DART and Contractor, Contractor shall provide such additional requirements as may become necessary.

C) Failure of the Parties to agree to any written amendment or change order shall be a dispute under Section 28 of this Agreement.

12. NON-EXCLUSIVE CONTRACT

This Agreement shall impose no obligation on DART to utilize Contractor for all Work of this type, which may develop during the term of this Agreement. This is not an exclusive contract. DART specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in DART’s best interest.

13. CONTRACTOR’S OBLIGATIONS

A) As an independent contractor, Contractor shall, at its sole cost and expense, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Agreement in the manner and to the full extent as set forth in the Contract Documents.

B) Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed. The Contractor’s performance shall be considered acceptable when:
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i. Contractor’s performance has been reviewed and approved by DART; and
ii. Contractor has delivered to DART a final affidavit in form acceptable to DART which incorporates a full general release of DART from Contractor and its subcontractors, if any; and
iii. All the other duties and obligations to be performed by Contractor under the Contract Documents have been satisfactorily met or performed, including the delivery to DART of any materials or documentation relating to the Services, including any warranty materials.

C) Contractor will assume responsibility for all equipment in the Deliverables List, Exhibit [X], whether the same is manufactured by Contractor or purchased readymade from a source outside Contractor’s company.

D) Contractor acknowledges that DART is a public agency that receives both federal and state funding. Contractor agrees to abide by and conform to all applicable federal and state laws, rules and regulations, whether or not such laws, rules and regulations are expressly set forth in the Contract Documents. Contractor hereby specifically agrees to abide by and conform to those certain rules and regulations promulgated by FTA and/or the Iowa Department of Transportation.

E) Contractor acknowledges DART is exempt from payment of Iowa sales and use taxes, and DART agrees to sign an exemption certificate submitted by Contractor, if required. Contractor shall pay all applicable license fees and all applicable sales, use and other similar taxes relating to or arising out of the Contract Documents.

F) Contractor shall be responsible for payment of its employee(s)’ Federal Insurance Contributions Act and Social Security benefits with respect to this Agreement.

G) Unless otherwise expressly set forth in the Contract Documents, Contractor shall be responsible for securing, at Contractor’s sole expense, all necessary permits and approvals. Contractor shall promptly furnish copies of all such permits and approvals to DART as and when obtained.

H) Contractor shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Agreement.

I) Contractor shall be required to obtain and maintain during the term of this Agreement, at Contractor’s sole expense, any and all insurance required under the Contract Documents or as may be otherwise reasonably required by DART. DART shall be listed as an additional insured under said insurance policies. Contractor shall furnish certificates of insurance to DART.

J) Contractor shall provide to DART such additional information as DART may reasonably request from time to time. At DART’s request, Contractor and certain of its employees and representatives shall also meet with DART from time to time regarding the Services to be rendered under this Agreement.

K) Should either party suffer injury or damage to person or property due to any act or omission of the other party or of any of the other party’s employees, representatives, or agents, a claim for damages therefore shall be made in writing to the other party within a reasonable time after the first observance of such injury or damage.
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14. SUBCONTRACTING

Contractor has identified the intended subcontractor(s) by name, type and percentage of the Work to be subcontracted, address, contact name and phone number in the Contractor’s Proposal. Contractor is solely responsible for ensuring subcontractor(s) compliance with the terms and conditions of this Agreement.

15. NOTICES

All notices to be provided pursuant to this Agreement shall be made to the addresses listed in the initial paragraph of this Agreement, unless otherwise provided below:

A) Primary point of contact for daily operations regarding the Services pursuant to this Agreement is:

For DART: Jamie Schug  
DART Chief Financial Officer  
620 Cherry St.  
Des Moines, IA 50309  
Phone: (515) 283-8119  
Email: jschug@ridedart.com

For Contractor:

B) Primary point of contact for legal notices, authority to modify or act under this Agreement, and overall Contractor performance is:

For DART: Mike Tiedens  
DART Procurement Department  
620 Cherry Street  
Des Moines, Iowa 50309  
Phone: (515) 283-5034  
E-mail: mtiedens@ridedart.com

For Contractor:
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C) DART and Contractor may change its staff designations upon written notice to the other party. The designated DART staff member shall not have the authority to modify the Contract Documents except in accordance with the terms of the Contract Documents and applicable laws, rules and regulations. Notwithstanding anything herein to the contrary, no change, modification or amendment shall be valid or binding upon DART if the staff member executing such instrument has acted without proper authority.

16. INDEMNIFICATION

A) GENERAL INDEMNITY BY CONTRACTOR. The parties recognize that Contractor is an independent Contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend DART, its commission, board, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, death, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Contract, whether or not due to or caused by the negligence of DART, its commission, board, officers, employees, agents, and attorneys excluding only the sole negligence of DART, its officers, employees, agents, and attorneys. Contractor’s liability hereunder shall include all attorney’s fees and costs incurred by DART in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of insurance required to obtain or maintained under this Contract. Subject to the limitations set forth is this provision, Contractor shall assume control of the defense of any claim asserted by a third party against DART and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor’s expense. DART shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this Section, Contractor shall obtain the prior written consent of DART before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by DART and all expenses including experts’ fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of DART, be detrimental in any material respect of DART’s reputation; (ii) the third party claim seeks an injunction or equitable relief against DART; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

B) GENERAL INDEMNITY BY DART. To the extent permitted by law, DART will indemnify and hold Contractor harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Contractor to the extent it is caused by the negligence of DART or its board, officers, employees, agents and attorneys while performing their duties under this Agreement; provided that Contractor gives DART prompt, written notice of the claim or suit and DART is allowed to control the defense or settlement of the claim or suit. This Section sets forth the full extent of DART’s general indemnification of Contractor from liabilities that are in any way related to DART’s performance under this Agreement.
17. SITES AND SITE CONDITIONS

DART will ensure that all worksites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, DART will ensure that these worksites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Farebox and Automated Fare Collection System (the “System”).

18. TRAINING

All training and associated documentation shall be performed as prescribed in the Statement of Work.

19. SYSTEM ACCEPTANCE

A) COMMENCEMENT OF ACCEPTANCE TESTING. Contractor will provide the Acceptance Test Procedures document ("Acceptance Test Procedures") to DART at least three (3) weeks prior to the commencement of any acceptance testing set forth in this Agreement. Contractor shall be required to provide written notice to DART at least five (5) business days in advance of any acceptance testing, indicating the specific tests to be completed, as well as the date, time and location of the testing. If DART’s representatives cannot be present or if other circumstances prevent acceptance testing from taking place, Contractor shall reschedule the acceptance testing. Any acceptance testing conducted pursuant to this Agreement will occur only in accordance with the Acceptance Test Procedures.

B) DESIGN REVIEW TEST. Design Review Tests will typically occur during the design phase of the project. The Design Review Tests will provide check points during the respective Design Reviews to evaluate the progress and technical adequacy of the design and conformance with the requirements of this contract. The successful completion of the applicable Design Reviews shall be a prerequisite before proceeding with the next review and applicable testing.

C) FACTORY ACCEPTANCE TEST. The purpose of the FAT shall be to verify that system hardware and software to be supplied functions as defined in the Statement of Work. Upon completion of the design and build of the System, a factory acceptance test (“FAT”) shall be performed. Hardware and software components shall be tested in isolation to verify that the installed system performs to the specifications as set forth in the Statement of Work. Acceptance for the FAT shall be determined by DART in its sole discretion.

D) VEHICLE ACCEPTANCE TEST. Upon completion of equipment installation on a select group of DART’s fleet ("Mini-Fleet"), a Vehicle Acceptance Test ("VAT") shall be performed. The Mini-Fleet shall consist of approximately 20% of DART vehicles. Contractor’s hardware components shall be tested on the Mini-Fleet isolation to verify that the installed equipment performs to the specification set forth in the Statement of Work and to verify the functionality of the System. Warranty of vehicle equipment shall commence upon successful completion of the VAT on the Mini-Fleet, as determined by DART in its sole discretion.
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E) FIXED END HARDWARE ACCEPTANCE TEST. Upon completion of fixed end (non-vehicle) hardware installation, a fixed end hardware acceptance test ("FEHAT") shall be performed. Fixed end hardware components shall be tested in isolation to verify that the installed hardware performs to the specifications set forth in the Statement of Work. Acceptance and warranty for the fixed end hardware shall commence upon successful completion of the FEHAT, as determined by DART in its sole discretion.

F) RELIABILITY, MAINTAINABILITY AND ACCURACY TEST. The purpose of the Reliability, Maintainability and Accuracy Test ("RMAT") is to test and ensure the system meets all of DART’s requirements and is ready to be accepted by DART. Upon completion of the design and build of the hardware, a RMAT shall be performed. Hardware components shall be tested in isolation to verify that the installed hardware performs to the specifications set forth in the Statement of Work. Acceptance of the RMAT shall be determined by DART in its sole discretion.

G) SYSTEM ACCEPTANCE TEST. The System Acceptance Test ("SAT") will occur upon successful completion of the VAT and FEHAT. The Acceptance Test Procedures for the SAT shall be created by Contractor, with the approval of DART and will clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Parties’ representatives during each test; and (4) a cross-reference to which contract requirements are being addressed for each test procedure. The SAT is performed in a test environment to verify the functionality of the System as set forth in the Statement of Work, including interfaces with software provided by third parties and/or subcontractors. In the event it is not feasible to test certain, defined functions in the operational environment, reasonable industry standard evidence shall be provided to DART demonstrating the software functionality conforms to the Statement of Work. DART shall be required to provide adequate resources to conduct and complete the SAT. Approval and/or acceptance of SAT shall not be unreasonably withheld, conditioned or delayed by either party. Should any deficiencies, punch list items, or variances (Variances) be found during SAT, the Parties shall agree in writing to a list of all observed Variances within ten (10) business days of completing the SAT. Corrections of the Variances shall be acknowledged by both Parties in writing, as they are corrected or as otherwise resolved by the Parties. Acknowledgement of the corrections to the Variances shall not be unreasonably withheld, conditioned, or delayed. The results of each distinct testing stage must be approved before DART will grant System Acceptance (as defined herein). “System Acceptance” shall be defined as the satisfactory completion of the SAT, as determined by DART, in its sole discretion. Software warranty shall commence upon satisfactory completion of the SAT.

Acceptance of all testing shall be provided in writing by DART’s Project Manager or his/her authorized representative.

20. WARRANTY, REPRESENTATIONS AND SYSTEM FUNCTIONALITY

A) SYSTEM FUNCTIONALITY. Throughout the Term, Contractor represents and warrants that the System will perform in accordance with the specifications set forth in the Statement of Work and as otherwise set forth in this Agreement, in all material respects.

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B) GENERAL WARRANTY. Contractor warrants that it has reviewed and evaluated all information furnished by DART. Contractor warrants that during the Term, the System, including the equipment and software and the initial supply of spare components and any spare components purchased at DART’s option, (1) shall be free from defects in design, material and workmanship, and shall remain in good working order, and (2) shall function properly and in conformity with the Statement of Work and as otherwise set forth in this Agreement. In addition, Contractor shall warrant that the documentation provided completely and accurately reflects the operation and maintenance of the System, including the equipment and software, and provide DART with all information necessary to maintain the System. During the Term, Contractor shall, at no cost to DART, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the System in accordance with this warranty.

C) SOFTWARE WARRANTY. Contractor warrants that during the Term, DART shall be entitled to: (1) receive Software maintenance updates, together with any related correcting or supplemental documentation, as available to licensees of that licensed Software, (2) notify Contractor of any defects identified which cause the product not to perform in accordance with the related specifications set forth in the Statement of Work, and (3) receive any corrections to any defects, whether reported by DART or other licensees, in the Software. During the Term, Contractor warrants that the Software and any media on which the Software is delivered shall not contain any viruses, trojan horses, time bombs or other Software programming material that shall interfere with the normal operation of the Software or any other programs, computers or information assets of DART, either in permitting unauthorized access, or disabling, erasing, harming or otherwise altering any such programs, computers or information assets.

D) REPAIR OR REPLACEMENT. During the Term, Contractor shall repair or replace, at its discretion, any faulty components of the System that are defective in workmanship or material, with the cost included in the Contract Price. DART will ship each faulty component to the Contractor, who shall return a new or repaired component within one (1) week of discovering the component is defective. If the Contractor determines that a returned component is not faulty, DART shall receive the original component back in working order within thirty (30) calendar days of the Contractor originally receiving the returned component. All components received back at DART from the Contractor will be tested in accordance with the original Acceptance Test Procedures, and returned to the Contractor if faulty accompanied by a certification. The Contractor shall pay all shipping and freight charges to DART, and any duties associated with the repair or replacement of faulty units. Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

E) SYSTEM-WIDE REPLACEMENT. If, during the Term, the Parties agree that a given component requires repair or replacement for a consistent fault, the component shall be deemed to warrant fleet-wide repair or replacement of the System. Fleet-wide replacement shall require Contractor to analyze all units and repair or replace the units found faulty throughout the System. Even if the System-wide replacement activity extends beyond the end of the Term, Contractor shall be obligated to complete such repair or replacement so long as the need was documented before the end of the Term.

21. DELAYS
A) **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure Event (as defined herein). A “Force Majeure Event” shall be a condition beyond the performing Party’s control including, but not limited to acts of God, governmental restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected. A Party that becomes aware of a Force Majeure Event that will significantly delay performance will notify the other Party promptly in writing (but in no event later than ten (10) days) after it discovers the scope of the delay. If a Force Majeure Event occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. Contractor shall not be entitled to any claim for damages on account of hindrances or delays for any Force Majeure Event whatsoever. This includes, but is not limited to, any actions which result in delays of scheduling, changes in the scope of Work or increases in the cost of performance of the Work.

B) **PERFORMANCE SCHEDULE DELAYS CAUSED BY CONTRACTOR.** If Contractor delays the Performance Schedule, DART will get appropriate credits to any invoices submitted by Contractor; and the parties will execute a change order to extend the Performance Schedule and, if requested and approved by Contractor, credit DART for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by DART for suspending and re-mobilizing the work; project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan. Contractor shall not deny DART’s right to an adjustment of time of performance and price based solely on DART’s failure to timely assert its rights under this provision.

C) **NOTIFICATION OF DELAY BY CONTRACTOR.** Contractor will verbally and via email notify DART’s project manager as soon as Contractor has knowledge that an event has occurred which will substantially delay completion of the Project. Within five (5) business days, Contractor will confirm such notice in writing, furnishing as much detail as is available and, if applicable, Contractor shall suggest an extension of time for completion. DART will review the letter and suggested extension. DART shall respond to Contractor within ten (10) calendar days in writing. DART may withhold amounts necessary to cover any claims of which it has been notified of subcontractors, materialmen, or suppliers from final payment to Contractor. Both Parties shall keep in contact with each other as to the status of such delay and shall agree in writing to a restart date when the facts or matters giving rise to such delay have concluded and further delays are not foreseen.

D) **NOTIFICATION OF DELAY BY DART.** DART will verbally and via email notify Contractor’s project manager as soon as DART has knowledge that an event has occurred which will substantially delay completion of the Project. Within five (5) business days, DART will confirm such notice in writing, furnishing as much detail as is available and, if applicable, DART shall suggest an extension of time for completion. Contractor will review the letter and suggested extension. Contractor shall respond to DART within ten (10) calendar days in writing. Both Parties shall keep in contact with each other as to the status of such delay and shall agree in writing to a restart date when the facts or matters giving rise to such delay have concluded and further delays are not foreseen.

E) **UNAVOIDABLE DELAYS.** If delivery of items is unavoidably delayed, the Performance Schedule shall be extended an equivalent number of days as the unavoidable delay. A delay is unavoidable only if it...
is not reasonably expected to occur in connection with suppliers or their agents, and was substantial, and in fact, caused Contractor to miss delivery dates.

22. REFUND

A) **Factory Acceptance Test.** In the event that Work performed by Contractor fails the Factory Acceptance Test (“FAT”) as defined in the Statement of Work, Contractor shall take all such steps as may be necessary to correct the problem and re-run the FAT within a reasonable period of time, not to exceed thirty (30) calendar days, unless DART consents to such longer period of time in writing. Contractor will make every effort to correct the malfunction as quickly as possible and will provide status on corrective action in a timeframe commensurate with the severity of the malfunction. If use of the Work by DART in a manner not permitted within the Statement of Work is the sole cause of the FAT failure then such event shall not be considered a FAT failure under this Section. DART shall not prevent reasonable completion of the FAT.

B) **Failure of Three Factory Acceptance Tests.** Notwithstanding the foregoing, a failed FAT which occurs more than three (3) times, or Contractor’s failure to re-run FAT within the thirty (30) calendar day time period required shall entitle DART to: (i) require Contractor to repair or replace the failed component and to re-perform all or any of the material requirements of the FAT as DART may require on such new component; or (ii) at DART’s option either: (1) if DART deems the functionality of a failed component to not be material to the operation of the system, refund the purchase price of said component; or (2) in the case of material failure of the FAT, as reasonably determined by DART in consultation with the Statement of Work, DART may require Contractor to refund the portion of the Agreement price paid to date and terminate this Agreement for convenience.

C) **Vehicle Acceptance Test.** In the event that the Vehicle Acceptance Test on the Mini-Fleet fails, the Contractor shall take all such steps as may be necessary to correct the problem and re-run such test to a successful completion, within a reasonable period of time not to exceed forty five (45) calendar days beyond the date set forth in the Performance Schedule for the Vehicle Acceptance Test completion, unless DART consents to such longer period of time in writing. Contractor will make every effort to correct the malfunction as quickly as possible and will provide status on corrective action in a timeframe commensurate with the severity of the malfunction. If use by DART in a manner not permitted within the Statement of Work, is the sole cause of the Vehicle Acceptance Test failure then such even shall not be considered a test failure under this Part. DART will not prevent reasonable completion of the Vehicle Acceptance Test.

D) **Vehicle Acceptance Test Refund.** In the case of material failure of the Vehicle Acceptance Test on the Mini-Fleet, as reasonably determined by the Statement of Work, DART may terminate the Agreement as a termination for convenience, and Contractor shall refund all monies paid by DART except for ________________________________.

E) **System Acceptance Test.** In the event that Work performed by Contractor fails the System Acceptance Test (“SAT”) as defined in the Statement of Work, Contractor shall take all such steps as may be necessary to correct the problem and re-run the SAT within a reasonable period of time, not to exceed thirty (30) calendar days, unless DART consents to such longer period of time in writing. Contractor
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will make every effort to correct the malfunction as quickly as possible and will provide status on corrective action in a timeframe commensurate with the severity of the malfunction. If use of the Work by DART in a manner not permitted within the Statement of Work is the sole cause of the SAT failure then such event shall not be considered a SAT failure under this Section. DART shall not prevent reasonable completion of the SAT.

F) Failure of System Acceptance Test. In the case of material failure of the System Acceptance Test, as reasonably determined by the Statement of Work, DART may terminate the Agreement as a termination for convenience, and Contractor shall refund all monies paid by DART except for ____________________________.

23. PATENT, INTELLECTUAL PROPERTY, AND COPYRIGHT INFRINGEMENT AND INDEMNIFICATION

A) NO INFRINGEMENT. Contractor represents and warrants that it owns or has the absolute right to sell, license, or otherwise grant the rights in the System, including, without limitation, the equipment, hardware and software, conveyed to DART pursuant to this Agreement, and that neither the System nor any of its components infringes any patent, copyrights, or other intellectual property right of, or misappropriates the trade secrets of any person or entity. Contractor is licensing use rights to DART pursuant to this Agreement but shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. Software utilized under this Agreement is proprietary and ownership of the software remains with Contractor and/or its subcontractors, as the case may be. DART agrees to: (1) take reasonable steps to maintain Contractor’s and subcontractor’s rights in the software; (2) not sell, transfer, publish, display, disclose, or make available the software, or copies of the software, to third parties except where DART may disclose the software to designated Federal representatives under a nondisclosure agreement executed by both parties, (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity, and (4) not use the software, along with its Updates (as defined herein), patches or Upgrades (as defined herein), on any equipment other than the equipment on which it was originally installed, without Contractor’s written consent. “Updates” are defined as bug fixes or patches. “Upgrades” are defined as any new feature or major enhancement to the software or hardware.

B) INDEMNITY. Contractor will defend, at its expense, any suit brought against DART to the extent it is for infringement of any patent, copyright, or other intellectual property rights, which covers, or alleges to cover, Contractor’s System or any components thereof or the products or equipment of any subcontractor that are part of the System, and Contractor will indemnify DART for damages and costs of DART for an infringement claim. Contractor shall not enter into any settlement that obligates DART to incur any expense, adversely impacts DART’s rights under this Agreement or interferes with the operation of DART’s business without DART’s prior written consent. If in any such suit so defended, the System or any components thereof are held to constitute an infringement and its use is enjoined, or if in light of any claim of infringement Contractor deems it advisable to do so, Contractor may at its option and expense (i) procure for DART the right to continue using the System and all components, or (ii) replace or modify it so that it becomes non-infringing while providing functionally equivalent performance.

24. CONFIDENTIALITY AND PROPRIETARY RIGHTS

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A) **CONFIDENTIAL INFORMATION.** In the performance of this Agreement, the Parties may provide each other, their agents, assigns, or other sources with confidential information in oral or written form. The Parties will endeavor to advise the other Party when any information is given verbally that should remain confidential. Each Party will maintain the confidentiality of the other Party’s confidential information and not disclose it to any third party, restrict disclosure of confidential information to its employees who have a “need to know” and not copy or reproduce the confidential information; take necessary and appropriate precautions to guard the confidentiality of confidential information, including informing its employees who handle the confidential information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the confidential information only in furtherance of the performance of this Agreement. Confidential information is and shall at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the confidential information is given or intended, including any express or implied license, other than the limited right of the recipient to use the confidential information in the manner and to the extent permitted by this Agreement. Each Party acknowledges that compliance with this Section is necessary to protect the business and proprietary information of the other Party, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if a Party breaches or threatens to breach this Section, the other Party may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

B) **PRESERVATION OF DART’S PROPRIETARY RIGHTS.** Data from DART’s systems or other similar customer-related data attained in connection with DART’s use of the System, as well as all encoding format, bit definitions, bit layout, file organization, data definitions, security and encoding schemas, and the like is and shall at all times remain the property of DART, and no grant of any proprietary rights in such information is given or intended, including any express or implied license, other than to the extent expressly approved by DART in writing. DART does not grant to Contractor, either directly or by implication, estoppels, or otherwise, any right, title or interest in DART’s proprietary rights or intellectual property.

C) **PRESERVATION OF CONTRACTOR’S PROPRIETARY RIGHTS.** Contractor, the third party manufacturer of any equipment, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights, including, but not limited to, patents, copyrights, and intellectual property, in the System and components thereof, and nothing in this Agreement is intended to compromise their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to DART the equipment, software, or related services remain vested exclusively in Contractor, and this Agreement does not grant to DART any shared development rights of intellectual property. Except as explicitly provided in this Agreement, Contractor does not grant to DART, either directly or by implication, estoppels, or otherwise, any right, title or interest in Contractor’s proprietary rights. DART will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the software, or permit or encourage any third party to do so.
25. TERMINATION

A) Termination by DART for Convenience. DART may terminate this Agreement, in whole or in part, at any time for DART’s convenience. If this Agreement is terminated for DART’s convenience pursuant to this subsection A), DART and Contractor shall make appropriate equitable adjustments to the terms of the Contract Documents; provided, however, Contractor shall in no circumstances be entitled to payment for loss of anticipated profits or compensated for Services not performed prior to the effective date of such termination.

B) Termination by DART for Breach or Default. DART may terminate this Agreement, in whole or in part, at any time due to Contractor’s default or breach of its obligations under the Contract Documents. If this Agreement is terminated by DART due to Contractor’s default or breach of its obligations under the Contract Documents pursuant to this subsection B), DART may have the Services performed and/or the Project completed by other means and Contractor shall be liable for any additional cost incurred by DART in connection with such performance and/or completion. If, after termination of this Agreement pursuant to this subsection B), it is determined that Contractor did not default or breach its obligations under the Contract Documents, the rights and obligations of the parties shall be the same as if this Agreement was terminated for DART’s convenience pursuant to subsection A).

C) Notice of Termination from DART. DART shall terminate this Agreement pursuant to subsections A) or B) above by delivering to Contractor a notice of termination specifying the reason(s) for such termination, the effective date of the termination and such additional information as DART deems appropriate. Upon receipt of the notice of termination by Contractor, Contractor shall: (1) immediately discontinue all Services (unless the notice of termination directs otherwise), and (2) deliver to DART all data, drawings, specifications, reports, estimates, summaries, and other information and materials obtained or accumulated by Contractor in its performance of this Agreement, whether completed or in process.

D) Opportunity to Cure. In the event DART is providing a notice of termination to Contractor pursuant to subsection B), DART, in its sole discretion, may allow Contractor a ten (10) day cure period during which Contractor may cure the default or breach and avoid termination of this Agreement. If Contractor fails to cure the default or breach to DART’s satisfaction during such ten (10) day period, DART shall have the right to terminate this Agreement at the conclusion of the ten (10) day period without any further obligation to Contractor. A termination of this Agreement by DART pursuant to subsection B) shall not preclude DART from also pursuing any and all available remedies against Contractor and its sureties for said default or breach.

E) Waiver of Remedies for any Breach. In the event DART waives any default or breach of this Agreement by Contractor, such waiver by DART shall not limit DART’s remedies for any subsequent default or breach of this Agreement by Contractor.

26. DISCLOSURE

Contractor shall not use or disclose data, designs, or information belonging to or supplied on behalf of DART, unless expressly authorized in writing by DART. Upon DART’s request, such data, designs, or other information and any copies thereof shall be returned to DART. Where DART’s data, designs, or other

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information are furnished to Contractor’s supplier to procure supplies by Contractor for use in performing the Work, Contractor shall insert the substance of this provision in its contract with supplier.

27. LICENSES AND PERMITS

Contractor agrees to comply with all applicable Federal, state, and local laws, ordinances, rules and/or regulations that in any manner relate to or affect the Work. Contractor must maintain appropriate licenses and permits to conduct business in DART’s service territory and the state of Iowa.

28. DISPUTE RESOLUTION

A) Disputes. Disputes arising in the performance of this Agreement which are not resolved by concurrence of the parties shall be decided in writing by an authorized representative of DART. Such decision shall be final and conclusive unless within ten (10) days from the date of receipt by Contractor, Contractor mails or otherwise furnishes a written appeal to DART. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. An appeal tribunal will be established by DART for the hearing and the decision of such appeal tribunal shall be binding upon the parties.

B) Performance During Dispute. Unless otherwise directed by DART, Contractor shall continue performance of its duties and obligations under the Contract Documents while matters in dispute are being resolved.

C) Claims for Damages. If either party suffers injury or damage to person or property because of any act or omission of the other party or of any of the other party’s employees, representatives, or agents, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D) Remedies. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between DART and Contractor arising out of or relating to the Contract Documents will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction in Polk County, Iowa.

E) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by DART or Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

29. ATTORNEY FEES

In the event of any legal action (including arbitration proceedings) seeking enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and the costs of such proceedings from the other party, including without limitation fees and costs associated with any trial, appellate or bankruptcy proceeding.
30. WAIVER OF JURY TRIAL

Each party waives any right to trial by jury to the extent that any such right shall now or hereafter exist with regard to the Contract Documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

31. GOVERNING LAW, VENUE, AND JURISDICTION

The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Iowa. Venue for any action shall lie exclusively in Polk County, Iowa. All Work done pursuant to this Agreement will be controlled and governed by the laws of the State of Iowa, and any arbitration or litigation related to this Agreement must be filed in Polk County, Iowa. The Parties submit to jurisdiction in the Polk County, Iowa.

32. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor will comply with all applicable Federal, state, and local laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of this Agreement, including, but not limited to, the laws referred to in these general provisions of this Agreement and the Exhibits to this Agreement. If this Agreement contravenes applicable law, the Parties shall make appropriate modification. Upon request, Contractor shall furnish to DART certificates of compliance with all such applicable laws, orders and regulations.

33. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to receive any benefit from this Agreement.

34. ASSIGNMENT

The Contract Documents shall be binding upon DART and Contractor and their respective affiliates, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of Contractor under the Contract Documents may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without DART’s prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval by DART of the subcontractor. DART may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of DART or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent DART deems necessary or advisable under the circumstances.

35. EXCESS REPURCHASE LIABILITY

In the event Contractor fails to perform any of its duties and obligations under the Contract Documents,
Contractor shall be liable for all expenses and costs incurred by DART in re-procuring elsewhere the same or similar materials or services that were to be provided by Contractor. Contractor’s re-procurement expense obligation shall be limited to the excess over the price specified in the Contract Documents for such items or services.

36. COVENANT AGAINST GRATUITIES

Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of DART with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

37. SOFTWARE

Any Contractor software, including subsequent releases, is licensed to DART solely in accordance with this Agreement. Any non-Contractor software is licensed to DART in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Contractor the right to sublicense the non-Contractor software pursuant to a software license agreement, in which case it applies and Contractor will have all of licensor’s rights and protections under the software license agreement. Contractor makes no representations or warranties of any kind regarding non-Contractor software. Non-Contractor software may include any computer software with its source code made available with a license in which the copyright holder provides the rights to study, change, and distribute the software to anyone and for any purpose (“Open Source Software”). All Open Source Software is licensed to DART in accordance with, and DART agrees to abide by, the provisions of the standard license of the copyright owner.

38. SUBSTITUTIONS

At no additional cost to DART, Contractor may substitute any equipment, software, or services to be provided by Contractor, if the substitute meets or exceeds the specifications and is of equivalent or better quality to DART. Any substitution will be reflected in a change order and must have DART’s final approval before being substituted.

39. INTERCHANGEABILITY

All units and components procured hereunder, whether from suppliers or manufactured by Contractor shall be duplicated in design, manufacture, and installation to assure interchangeability among equipment of the same make and model. Interchangeability shall extend to individual components as well as locations within the equipment, with the exception of installation components specific to a vehicle type.

40. SOURCE CODE

Contractor’s source code for the System shall be placed in escrow and subject to an escrow agreement to be entered into by the Parties and an escrow agent. Furthermore, upon completion of the SAT, Contractor shall deposit all proprietary software into an existing, continually-maintained third party escrow account, for the benefit of Contractor and DART. All deployed electronic versions of the software, including instructions to compile, build, and configure the software, shall be placed into such escrow account.
SECTION 6:
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Contractor will continue to deposit updates of subsequent software releases for a period of ten (10) years after completion of the SAT. Notwithstanding anything contained in this Section, commercially available (off-the-shelf) software shall not be required to be placed in such escrow account. Any source code or other information or data received by DART from the third party escrow holder and deposited pursuant to this Agreement, shall be kept confidential by DART pursuant to Section 24 of this Agreement.

41. CONTRACTOR’S LIABILITY INSURANCE

Contractor shall maintain such insurance as will protect it from claims under workers' compensation and other employee benefit laws; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any or all of which may arise out of or result from Contractor's operations and activities under the Contract Documents, or from any subcontractor or anyone directly or indirectly employed by Contractor. DART shall be named as an additional insured on such insurance policies. All policies shall contain an endorsement that written notice shall be given to DART prior to termination, cancellation or reduction in coverage in the policy. Certificates of such insurance shall be filed with DART prior to the commencement of this Agreement.

A) Worker’s compensation insurance shall be in the amount and coverage required by the State of Iowa to protect against claims under the workers’ compensation laws and other employee benefit laws.

B) General comprehensive liability insurance, including bodily injury and death and property damage insurance, shall be in the minimum amount of Two Million Dollars ($2,000,000) per occurrence.

C) Automobile liability and garage keepers’ liability insurance, including bodily injury and property damage, shall be in the minimum amount of One Million Dollars ($1,000,000) per occurrence.

D) Professional Liability Insurance - shall maintain professional liability insurance, at its own cost and expense, for the period covered by the Agreement, and two years following completion of the contract in an amount not less than $1,000,000 covering errors and omissions in the services that the Contractor performs under the Agreement. The policy limits of this professional liability insurance policy shall apply separately to the Agreement.

42. INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS

DART’s Chief Executive Officer (“CEO”) and his/her authorized representative are the only persons authorized to make changes or amendments to this Agreement on DART’s behalf. Any instructions, written or oral, given to Contractor by someone other than DART’s CEO or his/her authorized representative, which are considered to be a change in this Agreement, will not be considered as an authorized amendment or modification of this Agreement. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

43. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, void, or unenforceable, in any respect by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and will not
be affected as long as the Parties’ basic intent under this Agreement can be achieved.

44. SURVIVAL OF TERMS

The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions hereof. The following provisions shall survive the termination of this Agreement for any reason:

- Section 4 (Contract Price)
- Section 8 (Payment)
- Section 11 (Additional Requirements)
- Section 12 (Non-Exclusive Contract)
- Section 13 (Contractor’s Obligations)
- Section 14 (Subcontracting)
- Section 15 (Notices)
- Section 16 (Indemnification)
- Section 20 (Warranties, Representations, and System Functionality)
- Section 24 (Confidentiality and Proprietary Rights)
- Section 26 (Disclosure)
- Section 27 (Licenses and Permits)
- Section 28 (Disputes)
- Section 29 (Attorney Fees)
- Section 31 (Governing Law, Venue, and Jurisdiction)
- Section 32 (Compliance with Laws and Regulations)
- Section 33 (Interest of Members of or Delegates to Congress)
- Section 34 (Assignment)
- Section 36 (Covenant Against Gratuities)
- Section 37 (Software)
- Section 41 (Contractor’s Liability Insurance)
- Section 42 (Instructions by Unauthorized Third Persons)
- Section 45 (Federal Terms and Conditions)
- Section 48 (Reports and Record Retention / Access to Third Party Records and Reports)
- Section 55 (Lobbying)

45. FEDERAL TERMS AND CONDITIONS

Contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date this Agreement was executed may be modified from time to time. Contractor agrees that the changed requirements will apply to the Project and this Agreement as required.

46. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

47. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD

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

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

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

48. REPORTS AND RECORD RETENTION / ACCESS TO THIRD PARTY RECORDS AND REPORTS

A) The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until DART, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

The Contractor agrees to provide DART, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B) Subcontractor Report. Contractor shall submit a monthly subcontractor report to DART:

REQUEST FOR PROPOSAL:
FY17-R-006 FAREBOXES and AUTOMATED FARE COLLECTION SYSTEM
SECTION 6: CONTRACT PROVISIONS

Elaine German
Accounting Department
620 Cherry Street
Des Moines, IA 50309
Phone: (515)283-8133
Email: egerman@ridedart.com

Such subcontractor report shall be submitted on the 1st day of each month and shall contain the following data for the reporting period:

i. A listing of all subcontracts awarded during the reporting period;
ii. Name of the subcontractors;
iii. Amount of each subcontract;
iv. Description of work or product to be provided or performed under each subcontract; and
v. Indication of whether subcontractor is a Disadvantaged Business Enterprise.

49. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between DART and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to comply shall constitute a material breach of this Agreement.

50. CIVIL RIGHTS REQUIREMENTS

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

B) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

51. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from DART. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DART. This clause applies to both DBE and non-DBE subcontractors.

52. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall

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be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DART requests which would cause DART to be in violation of the FTA terms and conditions.

53. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

54. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

55. LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the recipient.
SECTION 6:
CONTRACT PROVISIONS

56. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

57. CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

58. CARGO PREFERENCE

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

59. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
60. CONTRACT WORK HOURS AND SAFETY STANDARDS

A) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C) Withholding for unpaid wages and liquidated damages - The Des Moines Area Regional Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

61. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

62. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory
provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

63. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation System (ITS) property and service project, Contractor must comply with the National ITS Architecture and Standards to the extent required by Section 5307 of SAFETEA-LU, FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives the FTA may issue. Contractor shall seek DART’s clarification that the products and services contained within this Agreement conform to the Regional and Statewide ITS architecture.

64. ACCESS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with, and assure that any sub-recipient, or third party Contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

A) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR, Part 37;
B) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or benefiting from Federal Financial Assistance,” 49 CFR, Part 27;
C) U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR, Part 38;
D) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR, Part 35;
E) DOT regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
ATTACHMENTS

ATTACHMENT 1 – Acknowledgement of Addenda
ATTACHMENT 2 – Required Proposer Information Form
ATTACHMENT 3 – Proposal Form
ATTACHMENT 4 – Contractor’s Statement On Sub-Contractors
ATTACHMENT 5 – Non-Collusion Affidavit
ATTACHMENT 6 – Buy America Certification
ATTACHMENT 7 – Certification of Primary Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
ATTACHMENT 8 – Certification of Lower-Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
ATTACHMENT 9 – DBE Participation
ATTACHMENT 10 – DBE Good Faith Efforts Documentation Form
ATTACHMENT 11 – Certification of Restrictions on Lobbying
ATTACHMENT 12 – Disclosure of Lobbying Activities
ATTACHMENT 13 – Pricing Proposal Form
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number __________ Dated __________
Addendum Number __________ Dated __________
Addendum Number __________ Dated __________
Addendum Number __________ Dated __________
Addendum Number __________ Dated __________
Addendum Number __________ Dated __________

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

______________________________________
Signature

______________________________________
Title

______________________________________
Date
REQUIRED PROPOSER INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract.

PLEASE PRINT OR TYPE YOUR INFORMATION.

Contractor Name: _____________________________________________

Contractor Street Address: _____________________________________________

Contractor Mailing Address: _____________________________________________

Contractor Contact Person: _____________________________________________

Contractor Telephone #: _____________________________________________

Contractor Fax #: _____________________________________________

Contractor Contact Email: _____________________________________________

Contractor Street Address: _____________________________________________

Age of the Firm (years): _____________________________________________

Annual Gross Receipts ($): _____________________________________________

Is your firm certified by the State of Iowa as a Disadvantaged Business Enterprise?

_____________________________________________

ALL FIRMS LISTED IN THE PROPOSAL ARE REQUIRED TO SUBMIT THIS FORM.
TO: Des Moines Area Regional Transit Authority
620 Cherry Street
Des Moines, Iowa 50309

The undersigned hereby agrees to furnish the services in accordance with the scope of work herein with the Des Moines Area Regional Transit Authority, which have been carefully examined and attached hereto.

Contractor’s Name: ____________________________________________________________

Address: ________________________________________________________________

City: __________________________ State: _______________ Zip Code: __________

Contractor Federal I.D. #: ____________________________________________________

Telephone #: ______________________ Fax #: ____________________________________

E-Mail: _________________________________________________________________

Person to Contact after Award: ______________________________________________

I Hereby Agree To Abide By All Conditions Of This Proposal and Certify That I Am Authorized To Sign This Proposal For The Proposer.

Print Authorized Name: _____________________________________________________

Title: _____________________________________________________________________

Authorized Signature (Written): ______________________________________________
1. There are NO sub-Contractors associated with this proposal.

   Authorized Signee: ___________________________________________________________

   Printed Name: ______________________________________________________________

   Title: ___________________________ Date: ________________________________

   For (Company): ____________________________________________________________

   OR

2. Listed below are sub-Contractors associated with this proposal. Additional sheets are attached as required. I _____________________________ have also attached appropriate Disadvantage Business Certifications.

   Name of Company: ________________________________________________________

   Address: __________________________________________________________________

   Contact Person: ____________________________________________________________

   Telephone #: __________________________________________________________________

   E-mail: __________________________________________________________________

   Name of Company: ________________________________________________________

   Address: __________________________________________________________________

   Contact Person: ____________________________________________________________

   Telephone #: __________________________________________________________________

   E-mail: __________________________________________________________________
STATE OF ________________________________

COUNTY OF ________________________________

________________________________________, being first duly sworn, on Name

his/her oath says he is ___________________________________ of ___________________________

Title       Name of Firm

and not a sham or collusive proposal, or made in the interest of or on behalf of any collusive proposal, or
made in the interest of or on behalf of any person not herein named; and he/she further states that said
proposer has not directly or indirectly induced or solicited any other proposer for this work to put in a
sham proposal, or any other person or corporation to refrain from proposing; and that said proposer has
not in any matter sought by collusion to secure to self-advantage over any other proposer or proposers.

(SIGN HERE): ___________________________________

County ____________________________ In and for the State of ________________________________

Subscribed and Sworn to before me this ___ day of ________________, 20____

________________________________________
Notary Public

My Commission Expires: _____________________
REQUEST FOR PROPOSAL:
FY17-R-006 FAREBOXES and AUTOMATED FARE COLLECTION SYSTEM

DES MOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 6

BUY AMERICA CERTIFICATION

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

[ ] The Bidder or Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.11.

Date ______________________________________________________

Signature ______________________________________________________

Company Name____________________________________________________

Title ______________________________________________________

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

[ ] The Bidder or Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date ______________________________________________________

Signature ______________________________________________________

Company Name____________________________________________________

Title ______________________________________________________
CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned, an authorized official of the Proposer stated below, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this proposal).


Name of Proposer __________________________________________

Address __________________________________________________

City, State, Zip ____________________________________________

Signature of Authorized Official ______________________________

Title of Official ____________________________________________

Telephone ____________________________ Date __________________

___________________________
Notary Public Name (Printed)

___________________________    ___________________________
Notary Public Signature County of     Expiration Date
CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Undersigned Lower Tier Participant (Subcontractor to the Primary Contractor), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Undersigned Lower-Tier Participant (Subcontractor), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 et seq. are applicable thereto.

Name of Proposer ____________________________________________

Address ____________________________________________________

City, State, Zip ______________________________________________

Signature of Authorized Official _________________________________

Title of Official ______________________________________________

Telephone ___________________________ Date ______________________

_____________________________________________________________

Notary Public Name (Printed)

_____________________________________________________________

Notary Public Signature County of ____________________________ Expiration Date

NOTICE TO PROPOSER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS $25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.
DESMOINES AREA REGIONAL TRANSIT AUTHORITY
ATTACHMENT 9

DBE PARTICIPATION FORM

Proposer must check the appropriate box, provide the information requested, sign and submit this form with its proposal. Failure to complete and submit this form may result in rejection of the proposal as non-responsive.

[ ] Proposer will meet the DBE goal for this contract. Proposer is certified according to requirements of DOT 49 CFR Part 26 as a DBE eligible for participation in DOT assisted contracts, and will be performing _____ percent (_____ %) of the contract work.

[ ] Proposer will meet the DBE goal for this contract. If awarded this contract, proposer will subcontract with the DBE(s) listed below which will be performing a total of _____ percent (_____%) of the total dollar amount of contract work. Each DBE listed below is certified according to requirements of DOT 49 CFR Part 26 for participation in DOT assisted contracts.

<table>
<thead>
<tr>
<th>DBE Name</th>
<th>Percent of Dollar Amount of Total Contract Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Attach additional sheets)

[ ] Proposer does not meet the DBE goal for this contract. Proposer certifies that it has made good faith efforts in accordance with the Request for Proposal to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached to this Participation Form.

Date: ____________________________
Name: ____________________________
Signature: _______________________
Title: ____________________________

REQUEST FOR PROPOSAL:
FY17-R-006 FAREBOXES and AUTOMATED FARE COLLECTION SYSTEM

101
Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

PLEASE ATTACH A COPY OF THE DBE’s MOST RECENT CERTIFICATION LETTER OR DOCUMENT.

1. DBE Firm Name: ________________________________

Address: ______________________________________

______________________________________________

2. Dollar amount awarded: __________________________

3. Description of work to be performed:
   ______________________________________________
   ______________________________________________
   ______________________________________________

4. Contractor’s Commitment to use DBE Firm

______________________________________________ is committed to utilize the DBE contractor to utilize the above
(Name of Contractor)
named DBE subcontractor/supplier in the manner and amount described on this form.

Dated _______________  _____________________________  (Authorized Signature)

5. DBE’s Commitment to Participate

______________________________________________, as a DBE firm, is committed to perform the work as described
(Name of subcontractor/supplier)

above for the amount specified.

Dated _______________  _____________________________  (Authorized Signature)
If proposer has indicated on the DBE Participation Form that it does not meet the DBE goal, proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its proposer may render this proposal non-responsive. DART may require that proposer provide additional substantiation of good faith efforts.

Date: ___________________________ Area of Expertise: ___________________________

Name: ___________________________ Company Name: ___________________________

Response: ____________________________________________________________________

_____________________________________________________________________________

Date: ___________________________ Area of Expertise: ___________________________

Name: ___________________________ Company Name: ___________________________

Response: ____________________________________________________________________

_____________________________________________________________________________

Date: ___________________________ Area of Expertise: ___________________________

Name: ___________________________ Company Name: ___________________________

Response: ____________________________________________________________________

_____________________________________________________________________________
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (contractor) certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction as amended by government-wide guidance for new restrictions on lobbying 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, ________________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et. seq., apply to this certification and disclosure, if any.

Date: ______________________________________

Company: ____________________________________

Name: ________________________________________

Signature: ____________________________________

Title: ________________________________________
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| 1. Type of Federal Action: |
| ___________________________|
| a. contract                |
| b. grant                   |
| c. cooperative agreement   |
| d. loan                    |
| e. loan guarantee          |
| f. loan insurance          |

| 2. Status of Federal Action: |
| ___________________________|
| a. bid/offer/application    |
| b. initial award            |
| c. post-award               |

| 3. Report Type:              |
| ___________________________|
| a. initial filing           |
| b. material change          |

For Material Change Only:
year _________  quarter _________
date of last report _________

| 4. Name and Address of Reporting Entity: |
| _______________________________|
| Prime                          |
| Subawardee                     |
| Tier _______  if known:        |

Congressional District  if known:  4c

| 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: |
| _______________________________|

Congressional District  if known:  

| 6. Federal Department/Agency: |
| _______________________________|

| 7. Federal Program Name/Description: |
| _______________________________|

CFDA Number, if applicable:  __________

| 8. Federal Action Number, if known: |
| _______________________________|

| 9. Award Amount, if known: |
| _______________________________|

$  

| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): |
| __________________________________________|

| 10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): |
| __________________________________________|

| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the IRS above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |
| __________________________________________|

Signature:  _____________________________
Print Name:  _____________________________
Title:  _____________________________
Telephone No.:  _____________________________

Date:  _____________________________

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

REQUEST FOR PROPOSAL:
FY17-R-006 FAREBOXES and AUTOMATED FARE COLLECTION SYSTEM
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
Pursuant to the Notice Inviting Sealed Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or forms attached hereto and made a part hereof, and binds itself on award by the Des Moines Area Regional Transit Authority under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Request for Proposals and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

**PROPOSAL BELOW INCLUDES ALL APPLICABLE CHARGES, INCLUDING LABOR, INSURANCE, AND ALL OTHER COSTS NECESSARY FOR FURNISHING OF ALL EQUIPMENT AND THE PERFORMANCE OF ALL SERVICES CALLED FOR UNDER THE CONTRACT. PRICES QUOTED SHALL NOT INCLUDE SALES OR USE TAX. APPLICABLE SALES OR USE TAXES SHALL BE ADDED TO THE INVOICE.**

**NOTE:** *IN ACCORDANCE WITH THE RFP PROPOSERS MUST, IN ADDITION TO COMPLETING THIS FORM, LIST ON A SEPARATE WORKSHEET ALL INDIVIDUAL COMPONENTS, FEES, AND SERVICES THAT PROVIDE THE BASIS FOR THE UNIT PRICE ENTERED ON THIS FORM. THE UNIT PRICE ON THE PROPOSAL FORM IN THE SPECIFIED CATEGORY IS THE TOTAL OF THE COMPONENTS THE PROPOSER HAS LISTED ON A SEPARATE WORKSHEET*
<table>
<thead>
<tr>
<th>NO.</th>
<th>NUMBER OF UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CATEGORY A – BASE SYSTEM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>1</td>
<td>$</td>
<td>$</td>
<td>All Back Office System Components</td>
</tr>
<tr>
<td>2.</td>
<td>Lot</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>114</td>
<td>$</td>
<td>$</td>
<td>Including but not limited to all specified hardware, software, removal of existing equipment.</td>
</tr>
<tr>
<td></td>
<td>36</td>
<td>$</td>
<td>$</td>
<td>Including but not limited to all specified hardware, software, removal of existing equipment.</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>150</td>
<td>$</td>
<td>$</td>
<td>Onboard Vehicle Devices</td>
</tr>
<tr>
<td>5.</td>
<td>15</td>
<td>$</td>
<td>$</td>
<td>If not fully integrated with the farebox</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>6.</td>
<td>Day Pass Ticket Printer, Office</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Spare Day Pass Ticket Printer, Office</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8.</td>
<td>QR Code Reader</td>
<td>150</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>Spare QR Code Reader</td>
<td>15</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10.</td>
<td>Fixed Vault Equipment</td>
<td>Lot</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11.</td>
<td>Test/Repair Equipment</td>
<td>Lot</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12.</td>
<td>Bytemark Interface Costs</td>
<td></td>
<td>Include Raw Cost without Markup</td>
<td>$</td>
</tr>
<tr>
<td>13.</td>
<td>Trapeze Interface Costs</td>
<td></td>
<td>Include Raw Cost without Markup</td>
<td>$</td>
</tr>
<tr>
<td>14.</td>
<td>Delivery Charges</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15.</td>
<td>Warranty (3 Years)</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16.</td>
<td><strong>TOTAL PROPOSAL PRICE</strong></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
## CATEGORY B – MAINTENANCE AGREEMENT – OUT YEARS

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>NUMBER OF UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Base Hardware Maintenance Year 4</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Base Software Maintenance Year 4</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Base Hardware Maintenance Year 5</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Base Software Maintenance Year 5</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Base Hardware Maintenance Year 6</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Base Software Maintenance Year 6</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Base Hardware Maintenance Year 7</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Base Software Maintenance Year 7</td>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CATEGORY C – INDIVIDUAL COMPONENT PRICING (FOR INFORMATIONL PURPOSE ONLY. DART EXPECTS PRICING VALID FOR THREE (3) YEARS FROM NOTICE TO PROCEED.

<table>
<thead>
<tr>
<th>NO.</th>
<th>NUMBER OF UNITS</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.</td>
<td>Farebox</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>26.</td>
<td>Short Farebox</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>27.</td>
<td>Day Pass Printer (If separate from farebox)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>28.</td>
<td>QR Code Reader (If separate from farebox)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>29.</td>
<td>Complete Installation Kit (without Farebox, Printer, or QR Reader)</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

PRICE SHEET FOR ADDITIONAL WORK

<table>
<thead>
<tr>
<th>NO.</th>
<th>STAFF CATEGORY</th>
<th>RATE PER HOUR</th>
<th>NOTES</th>
</tr>
</thead>
</table>
The Proposal Form must be signed. Proposals submitted in any other form will be considered non-responsive and may be rejected.
REQUEST FOR PROPOSALS:
FY17-R-006 FAREBOXES and AUTOMATED FARE COLLECTION SYSTEM

Name Under Which Business is Conducted:

______________________________________________________________

Business Address: ____________________________________________

______________________________________________________________

Telephone No.: ___________________ Facsimile No: ___________________

[ ] Check here if entity is a Disadvantaged Business Enterprise (DBE) and include a copy of the firm’s DBE Certification with Proposal.

MANDATORY SIGNATURE(S)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above:

______________________________________________________________

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do:

______________________________________________________________

IF CORPORATION, sign here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: ____________________________________________

By: ___________________________________________________________ Title: ______________________

*By: __________________________________________________________ Title: ______________________

Incorporated under the laws of the State ____________________________
*Two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Proposal may be executed by a single officer or a person other than an officer provided that evidence satisfactory to DART is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation’s board or a copy of the corporation’s by-laws).

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Joint Venture Name Composed of: __________________________________________________________

By: __________________________________________ Title: ________________________________

By: __________________________________________ Title: ________________________________

By: __________________________________________ Title: ________________________________
SOFTWARE MAINTENANCE AGREEMENT

Contractor warrants that during the Term of this Agreement, the Software will conform to the specifications set forth in Statement of Work. During the Term, Contractor agrees to basic maintenance services in support of the Software at no additional cost to DART. These services shall consist of:

(a) Contractor shall use reasonable diligence to correct verifiable and reproducible errors in the Software. Reported defects will be reviewed by Contractor and will be defined and corrected as follows:

(i) Category 1 defects are defined as major system failures of the Software that prevent the system from being used. Category 1 defects will be corrected by a patch or by a reversion of the Software’s level to the previous reliable level of code as soon as possible, but in no event shall such defect continue for longer than six (6) hours from Contractor’s receipt of DART’s report. A permanent fix will be installed within thirty (30) days thereafter and will be included in the next Maintenance Update release.

(ii) Category 2 defects are defined as minor system failures of the Software that prevent the Software from performing according to the specifications set forth in the Statement of Work. Category 2 defects will be corrected by a patch or “work around” within seven (7) days from Contractor’s receipt of DART’s report. A permanent fix will be installed within thirty (30) days thereafter and will be included in the next Maintenance Update release.

(iii) Category 3 defects are defined as defects which do not impair the performance or usability of the system. Category 3 defects will be corrected by a patch within sixty (60) days from Contractor’s receipt of DART’s report and included in the next Maintenance Update release.

When an error has been discovered, it is DART’s responsibility to report it to Contractor’s Customer Service Department (or equivalent). Upon discovery of an error, and if requested by Contractor, DART agrees to undertake reasonable efforts to provide any data associated or collected at that time of the error that Contractor may require to reproduce the error and the operating conditions under which the error occurred or was discovered. Notwithstanding the foregoing, if DART believes that there is a defect in any licensed product of Software such that such licensed product does not conform to the specifications set forth in the Statement of Work, DART shall have the right to notify Contractor.

Contractor shall maintain the ability for DART to notify Contractor by electronic mail and telephone on a continuous basis. In the event that the reported defect materially interferes with use of the licensed Software, Contractor shall diligently take corrective action until completion as specified for a Category 1 defect in subsection (a)(i) above. Contractor shall rely upon, but shall not be bound in the event of a subsequent dispute by, DART’s good faith
representation of the nature of interference relating to the defect. Any reported defect that
does not materially interfere with use of the Software may be corrected at such time as
Contractor shall determine as specified for a Category 2 or Category 3 defect, as applicable, in
subsections (a)(ii) and (a)(iii) above. Any correction by Contractor of any reported defect shall
be accompanied by conforming corrections to any related Software documentation, if
necessary.

   (c) Error and release testing will be performed at Contractor offices, unless such
testing can be readily conducted at DART’s offices in Des Moines, Iowa. Errors reported will be
tested on a test platform in a controlled environment.

   (d) Contractor shall provide technical support twenty-four hours, seven days a week,
during the Term. Technical support during the Term will be provided through phone or e-mail:

      Customer Service Number: ####-####-####

      Email address: [support@contractorinc.com]

   (e) With the permission of DART, Contractor will deliver Maintenance Updates (as
defined herein) as they become available. Software Upgrades (as defined herein) will also be
optional to DART to install at no additional cost as they become available. “Maintenance
Updates” means either a modification or addition that, when made or added to the Software,
brings the Software into material conformity with the specifications set forth in the Statement
of Work, which includes corrections of substantial defects, or fixes of any minor malfunction, in
addition, the periodic Maintenance Updates may include enhancements to the Software that
are implemented at the sole discretion of Contractor. “Software Upgrades” means a version of
the Software as classified by Contractor which has been enhanced, improved and/or modified
and replaces the existing version of the Software (i.e., a Software Upgrade advances the
product to a level of features or other enhancements which are materially superior to the
specifications set forth in the Statement of Work).
## Software License

As of: Month DD, 2017

<table>
<thead>
<tr>
<th>Software License</th>
<th>Installed in:</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>License 1</td>
<td>1/1/2017</td>
<td>Vendor 1</td>
</tr>
</tbody>
</table>
1. Purpose

The purpose of this Fare Collection Policy is to establish guidance for the consistency and fairness of DART’s fare collection process on fixed-route service. This policy addresses DART’s fare structure, types of fare media, and payment options.

2. Goals

The goal of the policy is to establish a fare collection system that is adaptable to the changing market conditions and technology in order to meet the varied needs of DART riders, operations, and community partners in business, government and social services.

Objectives relating to riders and community partners:

- Improve rider experience
- Expand payment options
- Speed up service by encouraging faster payment methods
- Ensure a clear, equitable and consistent fare structure
- Make the payment of fare as simple and convenient as possible
- Provide a variety of fare purchase options while respecting customers’ privacy and ensuring security of personal payment information

Objectives related to operations:

- Improve system performance and increase ridership
- Minimize driver and customer interactions relating to fare payment
- Improve fare recovery
- Reduce fraudulent transactions and fare disputes with operators
- Simplify fare collection reporting, improve data collection and ridership use evaluation
- Decrease fare payments by cash on board buses and increase use of other payment methods to improve efficiency
- Replace use of tokens with single-use passes
- Eliminate use of paper transfers by offering free transfers on smart card products only

3. Fare Structure and Passes

DART riders can pay their fares onboard buses in the following ways:
A) Smart Card

A smart card is a plastic card with a computer chip that can be programmed in two basic ways – stored cash value and/or pass products.

Cash Value

- The amount of cash value on a card is tracked on the card in a “transit purse” (t-purse). If the user has created an account and linked the card to the account, a record of the cash value on the card will be stored in the user’s account
- Cash Value can be recovered for registered cards
- Can be drawn down over time
- Free transfers
- Eligible for bonus trips (Attachment A)
- A maximum amount on the card can be stored, including cash value and number of unused pass products. See Fare Schedule (Attachment A).
- Eligible for “pass backs,” meaning the value can be used to pay for multiple people boarding

Pass Products

- 31-day pass (Local)
  - Activated on first use
  - Covers full fare on all Local routes
  - Covers partial fare on Express, On Call and Flex routes; difference must be paid in cash or with cash value on smart card
  - Valid for any 31 consecutive days, including holidays with no DART service
  - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

- 31-day pass (Express)
  - Activated on first use
  - Covers full fare on all Local, Express, On Call and Flex routes
  - Valid for any 31 consecutive days, including holidays with no DART service
  - Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

- 7-day pass (Local)
  - Activated on first use
  - Covers full fare on all Local routes
  - Covers partial fare on Express, On Call and Flex routes; difference must be paid in cash or with cash value on smart card
• Valid for any 7 consecutive days, including holidays with no DART service
• Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

• 24-hour pass (Local and Express)
  o Activated on first use
  o Covers full fare on all Local and Express Routes.
  o Covers non-flex trips on Flex Routes.
  o Pass plus an upcharge (See Attachment A) for On Call trips and flex trips on Flex Routes
  o Valid for 24-hour period starting at the minute of the first use, including hours when DART is not in service including holidays with no DART service
  o Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

Smart cards can be purchased at DART Central Station and DART pass sales outlets. Cards can also be reloaded through DART’s website.

Smart cards cannot be purchased on the bus. Value cannot be added to smart cards on the bus.

Smart cards can be registered with DART, allowing the user to add value or passes, and loss protection. Benefits include:

• Registered smart cards may be reloaded any number of times.
• If a registered smartcard is lost or stolen, riders should report the loss to DART Customer Service, and a new card will be issued with the value associated with their account, minus a card-replacement fee. See Attachment A.
• Riders who register their cards will be able to view their recent transaction history on DART’s website through a secure account with log-in.

B) Special Programs with ID Smart Cards

Employers, colleges and universities, and other organizations and agencies can partner with DART to provide fare payment by allowing the use of their own issued identification cards, as feasible, to also function as DART smart cards for use by their employees, affiliates and students riding DART. Alternatively, if using their own issued cards is not an option, organizations can adhere stickers with chips to their own issued IDs that allow them to function as DART smart cards.
• **Unlimited Access** – Employers, colleges and universities, and other organizations and agencies participating in DART’s Unlimited Access program.

• **Employee Support Program (ESP)** – Employers, colleges and universities, and other organizations and agencies participating in the Employee Support Program.

• **Opportunities Thru Transit (OTT)** – The implementation of smart cards for income-eligible residents enrolled in the OTT program will be developed in collaboration partner agencies.

• **Des Moines Public Schools** – The implementation of smart cards for students enrolled in the Des Moines Public Schools District will be developed in collaboration with district staff members.

• **West Des Moines** – The implementation of smart cards for West Des Moines residents eligible for the West Des Moines Human Services transportation program will be developed in collaboration with city staff.

C) **Limited-Use Smart Card**

A limited-use smart card is a plastic or paper card with a computer chip. A limited-use smart card comes preprogrammed with a specific fare product already on it. A limited-use smart card is meant to be disposable after use; it cannot be reprogrammed or have value added to it.

• 7-day pass (Local and Express)
  o Activated on first use
  o Covers full fare on all Local routes and non-flex trips on Flex Routes
  o Covers partial fare on Express, On Call and Flex routes; difference must be paid in cash or with cash value on smart card
  o Valid for any 7 consecutive days, including holidays with no DART service
  o Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

• 24-hour pass (Local and Express)
  o Activated on first use
  o Valid for 24-hour period starting at the minute of the first use, including hours when DART is not in service including holidays with no DART service
  o Can be used by only one person for one ride at a single boarding; cannot be used by multiple people boarding at the same time

• Single-use passes (Local)
  o Activated on first use
  o Valid for any one trip, including transfers between routes within two hours of first use
Covers full fare on Local Routes

Covers partial fare on Express, On Call and Flex routes; difference must be paid in cash or with cash value on smart card

Can be used by only one person for one ride at a single boarding

D) Cash (U.S. currency)

• Exact fare is required. No change will be given when paying cash.
• Can be used to pay for a single, one-bus fare
• The farebox will accept currency in the following US denominations: 1¢, 5¢, 10¢, 25¢, 50¢, $1 coins – Susan B. Anthony (SBA) and "Golden Dollar" (Sacagawea and Presidential), $1, $2, $5, $10 and $20. All other denominations will be rejected by the farebox.
• Does not include free transfer. (Note: Free transfers are offered on smart cards, only.)

4. Fare Levels

A. Fares may vary to reflect operational characteristics and average trip length:

1) Local route bus trips are considered standard fixed-route service and are assessed a base fare rate.

2) Express bus trips operating primarily in peak traffic periods are assessed higher single and period pass fares than standard fixed-route local service. Riders transferring from Local to Express service will be required to pay the difference between the Local and Express fare. See Attachment A. The additional Express fare will be deducted automatically from smart cards that have available stored value. Users who do not have enough stored value in the t-purse of their smart card will be asked to pay the additional Express fare with cash.

3) On Call and Flex Route trips are assessed higher single and period pass fares than standard fixed-route local service. Riders transferring from local to On Call or Flex Route services will be required to pay the difference between the local and On Call or Flex Route fare. See Attachment A. The additional Express fare will automatically be deducted from smart cards that have available stored value. Users who do not have a smart card with available stored value will be asked to pay the additional Express fare in cash.

4) Shuttle services operating within downtown Des Moines are assessed no fares. See Attachment A.

B. Reduced fares are offered to persons with disabilities, seniors, students and refugees. The reduced fare will not exceed one-half of the adult full fare.

1) Seniors, persons with disabilities, refugees and students outside the Des Moines Public Schools District who meet the relevant program criteria will be issued DART smart
cards that are personalized with the individual’s photo ID. These cards will be programmed to charge the appropriate reduced rates for single trips and passes.

C. Reduced fares are offered to children when riding with adults.

1) Children 5 years old and younger accompanied by an adult ride fare-free.

2) Children ages 6 to 10 years old ride at no more than one-half the adult full fare.

5. Transfer Trips

A. Customers who use stored value on DART smart cards will be provided unlimited transfers within two hours of their initial trip without additional fare deducted. After two hours, another full fare will be deducted.

B. Cash-paying riders will NOT receive free transfers. Alternatively, riders can receive free transfers by purchasing a limited-use smart card or put value on a smart card at a pass sales outlet; these products will not be available onboard DART buses.

C. This transfer fare structure is meant to encourage the use of smart cards, which speed up boarding times on buses and shorter dwell times at stops, resulting in service that is more efficient.

6. Fare Disputes

Disputes over payment of fare will be resolved through the following process:

- DART bus operators will default to message on the fare box.
- Fare disputes will be resolved at DART Central Station’s Customer Service.

7. Fare Changes

A. DART will adhere to local and federal public involvement guidelines including the DART Public Participation Plan and Title VI of the Civil Rights Act of 1964 when considering fare increases.

B. When fares change, passes will be honored at purchased value through expiration.

8. Distribution of Fare Media

A. DART fare media will be available for purchase online at www.ridedart.com. DART will also continue to partner with retail outlets (see Attachment B) to meet demand and make purchasing DART fare media accessible throughout DART’s service area.

B. To encourage the use of smart cards, DART will provide smart cards free of charge to riders who purchase smart card media. In other words, when a customer makes a purchase of a DART fare product on a smart card, DART will waive the cost of the actual physical card. To
receive a free card, customers must purchase the value of at least a 24-hour pass on the card. DART smart cards will be available online, at DART Central Station or at DART pass sales outlets.

C. Following the initial distribution of free cards, there will be a cost to buy a new smart card. However, when a customer registers their new smartcard for the first time the cost of the card will automatically be added to the card as stored value for use as bus fare.

D. The cards can be purchased online using credit or debit cards issued by major banks. The cards can be purchased at pass sales outlets and DART Central Station using cash, check, or credit or debit cards issued by major banks. Neither checks nor credit or debit cards are accepted aboard DART buses.
DART’S fare schedule reflects current pricing for use of DART service through the various fare products available. The schedule is laid out in four parts:

1. Cash
2. Smart card pass products
3. Smart card stored value
4. Limited-use smart cards
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Full Fare</th>
<th>Half-Fare</th>
<th>Children 6-10</th>
<th>Children 5 and younger</th>
<th>Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Routes</td>
<td>$1.75</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>No free transfer</td>
</tr>
<tr>
<td>Express Routes</td>
<td>$2.00</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>No free transfer</td>
</tr>
<tr>
<td>On Call</td>
<td>$3.50</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>No free transfer</td>
</tr>
<tr>
<td>Flex Route (regular route w/o flex trip)</td>
<td>$1.75</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>No free transfer</td>
</tr>
<tr>
<td>Flex Route (off route for flex trip)</td>
<td>$3.50</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>No free transfer</td>
</tr>
<tr>
<td>Shuttles (D-Line and Link)</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>No free transfer</td>
</tr>
</tbody>
</table>
## Smart Card -- Pass Products

<table>
<thead>
<tr>
<th></th>
<th>31-day Express Pass ($58)</th>
<th>31-day regular ($48)</th>
<th>31-day Half Fare ($24)</th>
<th>7-day Local ($16)</th>
<th>7-day Half Fare ($7)</th>
<th>24-hour pass ($4.00)</th>
<th>24-hour pass Half-Fare ($2.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Local Routes</strong></td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
</tr>
<tr>
<td><strong>Express Routes</strong></td>
<td>Pass</td>
<td>Pass + $0.25</td>
<td>Pass</td>
<td>Pass + $0.25</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
</tr>
<tr>
<td><strong>On Call</strong></td>
<td>Pass</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
</tr>
<tr>
<td><strong>Flex Route</strong></td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
</tr>
<tr>
<td>(regular route without flex trip)</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
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<tr>
<td><strong>Flex Route</strong></td>
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<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
</tr>
<tr>
<td>(off route for flex trip)</td>
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<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
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<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
</tr>
<tr>
<td>(D-Line and Link)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
## Smart Card -- Stored Value

<table>
<thead>
<tr>
<th>Route Type</th>
<th>Full Fare</th>
<th>Half-Fare</th>
<th>Children 6-10</th>
<th>Children 5 and younger</th>
<th>Bonus Trips</th>
<th>Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Routes</td>
<td>$1.75</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>Every 11th Trip FREE</td>
<td>FREE</td>
</tr>
<tr>
<td>Express Routes</td>
<td>$2.00</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>Every 11th Trip FREE</td>
<td>FREE</td>
</tr>
<tr>
<td>On Call</td>
<td>$3.50</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>Every 11th Trip FREE</td>
<td>FREE</td>
</tr>
<tr>
<td><strong>Flex Route (regular route without flex trip)</strong></td>
<td>$1.75</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>Every 11th Trip FREE</td>
<td>FREE</td>
</tr>
<tr>
<td><strong>Flex Route (off route for flex trip)</strong></td>
<td>$3.50</td>
<td>$0.75</td>
<td>$0.75</td>
<td>FREE</td>
<td>Every 11th Trip FREE</td>
<td>FREE</td>
</tr>
<tr>
<td>Shuttles (D-Line and Link)</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
</tr>
<tr>
<td></td>
<td>7-Day Local ($16)</td>
<td>7-Day Half-Fare ($7)</td>
<td>24-hour Pass ($4.00)</td>
<td>24-hour Pass Half-Fare ($2.00)</td>
<td>Single Use (10 for $17.50)</td>
<td>Single Use Half-Fare (10 for $7.50)</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
</tr>
<tr>
<td><strong>Local Routes</strong></td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
</tr>
<tr>
<td><strong>Express Routes</strong></td>
<td>Pass + $0.25</td>
<td>Pass + $0.25</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass + $0.25</td>
<td>Pass</td>
</tr>
<tr>
<td><strong>On Call</strong></td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.50</td>
<td>Pass + $1.50</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
</tr>
<tr>
<td><strong>Flex Route</strong></td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
</tr>
<tr>
<td>(regular route without flex trip)</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.50</td>
<td>Pass + $1.50</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
</tr>
<tr>
<td><strong>Flex Route</strong></td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
<td>Pass + $1.50</td>
<td>Pass + $1.50</td>
<td>Pass + $1.75</td>
<td>Pass + $1.75</td>
</tr>
<tr>
<td>(off route for flex trip)</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
</tr>
<tr>
<td><strong>Shuttles</strong></td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
</tr>
<tr>
<td>(D-Line and Link)</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
<td>FREE</td>
</tr>
</tbody>
</table>
DART Pass Sales Outlets (Attachment B)
Effective: TBD

DART’s pass sales outlets show locations where DART fare media is available.
<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>City</th>
<th>Smart Cards</th>
<th>Limited Use cards</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAHL’S JOHNSTON</td>
<td>5440 NW 86TH STREET</td>
<td>JOHNSTON</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>DAHL’S 50TH &amp; EP TRUE</td>
<td>5003 EP TRUE PARKWAY</td>
<td>WEST DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>DAHL’S 86TH &amp; HICKMAN</td>
<td>8700 HICKMAN ROAD</td>
<td>CLIVE</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>DAHL’S BEAVER</td>
<td>1819 BEAVER AVENUE</td>
<td>DES MOINES</td>
<td>yes</td>
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</tr>
<tr>
<td>DAHL’S EAST 33RD</td>
<td>3400 EAST 33RD</td>
<td>DES MOINES</td>
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<td>yes</td>
</tr>
<tr>
<td>DAHL’S EUCLID</td>
<td>1320 EAST EUCLID AVENUE</td>
<td>DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>DAHL’S FLEUR</td>
<td>4121 FLEUR DRIVE</td>
<td>DES MOINES</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>DAHL’S INGERSOLL</td>
<td>3425 INGERSOLL AVENUE</td>
<td>DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>DAHL’S MERLE HAY</td>
<td>4343 MERLE HAY ROAD</td>
<td>DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>DAHLS WEST</td>
<td>15500 HICKMAN</td>
<td>CLIVE</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>HY-VEE 86TH &amp; DOUGLAS</td>
<td>8701 DOUGLAS AVE</td>
<td>URBANDALE</td>
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<td>yes</td>
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<tr>
<td>HY-VEE ALTOONA</td>
<td>100 8TH STREET SW</td>
<td>ALTOONA</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE ANKENY</td>
<td>410 NORTH ANKENY BLVD</td>
<td>ANKENY</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE ANKENY</td>
<td>2510 SW STATE ST.</td>
<td>ANKENY</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE EUCLID</td>
<td>2540 EAST EUCLID AVENUE</td>
<td>DES MOINES</td>
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<td>yes</td>
</tr>
<tr>
<td>HY-VEE WINDSOR HEIGHTS</td>
<td>7101 UNIVERSITY</td>
<td>WINDSOR HEIGHTS</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE 35TH</td>
<td>1700 VALLEY WEST DRIVE</td>
<td>WEST DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE DRUGSTORE</td>
<td>4100 UNIVERSITY AVENUE</td>
<td>DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE FLEUR</td>
<td>4605 FLEUR DRIVE</td>
<td>DES MOINES</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>HY-VEE GRAND WDM</td>
<td>1990 GRAND AVENUE</td>
<td>DES MOINES</td>
<td>yes</td>
<td>yes</td>
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Des Moines Area Regional Transit Authority

Contractor VPN Acceptable Use Policy

IT Services

02/10/2017
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1. Overview

The Des Moines Area Regional Transit (DART) is committed to protecting DART’s employees, partners, and the company from illegal or damaging actions by individuals, either knowingly or unknowingly. All DART’s IT facilities and information resources remain the property of DART and not of particular individuals, contractors, or departments. By following this policy we'll help ensure IT facilities are used:

- legally;
- securely;
- without undermining Des Moines Area Regional Transit;
- effectively;
- within the boundaries of industry standards and best practices;

The policy relates to all Information Technology facilities and services provided by Des Moines Area Regional Transit. All outside contractors or employees not working directly for DART are expected to adhere to it. Violations of this policy are subject to disciplinary action, up to and not limited to: VPN Access rights removal, forced login/logout hours, account bans, and potential legal action.

1.1 Scope

This policy applies to all contractors, consultants, or temporary staff who will have access to IT resources, either over the VPN or locally at DART.

2. VPN Access

DART Utilizes a highly secured, encrypted VPN connection utilizing Cisco AnyConnect technologies connected to an ASA router. DART’s internal network is segmented using VLAN’s to route and protect data utilizing Cisco Catalyst switches. There is limited outside access to the server and workstation VLAN’s, this is intentional, and very few contractors or outside resources will ever be permitted to utilize the DART VPN through the ASA firewall. The items below are a requirement to connecting your computer to the DART VPN.

- Server access can be utilized by opening a web browser and connecting to: https://vpn.ridedart.com. There you can download the Cisco AnyConnect software from this site.
- Cisco AnyConnect will do a machine check for all users except those in the VPN Administrators group. You must choose this group if you are connecting to the VPN without a DART issued piece of equipment. This access is more restricted than the VPN-user group.
- Users must have the Windows Firewall service installed on their computer for AnyConnect to work properly. Users must be actively running some firewall service but the Windows Firewall needs to at least be installed and functional if not actively running.
- The latest version of Oracle Java must be installed and updated to connect to and use the VPN.

2.1 Secure Connections

Connecting to DART’s network over a non-secured connection, such as an ad-hoc network with no firewalls or network security is expressly forbidden. Contractors will always connect to the VPN using the most secure connectivity possible, behind at least a perimeter firewall.

2.2 Firewalls
As stated previously the Windows Firewall must be in a functionally installed state on the contractor VPN workstation. Further any connectivity to DART’s VPN must be protected by a perimeter firewall and some local firewall client, including but not limited to the Windows Firewall, or industry standard 3rd party protection suites such as Norton, ESET, or McAfee.

3. Contractor VPN Software Requirements

Being able to remotely access DART’s corporate resources, including servers, data, documents, and e-mail comes with an extra level of scrutiny and responsibility. Protecting our data from remote breach is a top level of concern for the IT department. A minimum level of security software must be installed and configured properly on any contractor’s workstations that needs access to the VPN.

3.1 Anti-Virus Software

Anti-virus software must be installed on all contractor workstations that will be connecting to the VPN. Anti-virus software must be regularly updated in order to be effective. The anti-virus solution used by contractors must include Heuristics detection, PUP inspection, and Definitions based scanning. A full system scan of any computer connecting to the DART VPN must have been performed no longer than 24 hours prior to connecting. The following vendors are approved Security software vendors for contractors: McAfee, Symantec, ESET, TrendMicro, BitDefender, Microsoft Security Essentials, Kaspersky, & Vipre.

3.2 Software Updates

In order to properly protect DART’s Network, all internal and external computers accessing any part of the DART corporate network must be regularly patched, updated, and scanned for vulnerabilities. Any computer connecting to the DART VPN must have the following software programs completely up to date on their computer, including the latest security and vulnerability patches: Microsoft Windows, Microsoft Office, .NET Framework, Oracle Java, Adobe Flash and Reader, and all Internet browser software (including but not limited to IE, Opera, Chrome, and Firefox).

4. Encrypting Data

DART requires that all sensitive data, including proprietary data such as planning data, customer data, network design, company standards and practices, and employee records must be secured at all times, including during transmission and storage. All data that is stored off of DART’s network must be encrypted during its delivery to and from the contractor and especially in storage with the contractor. NO data shall ever be delivered or stored in an unsecure format. All contractor hard drives must be encrypted and all transmissions must be made with encryption, especially transmission of sensitive data such as customer data, user credentials, and employee records.

4.1 Local Disk Encryption

Any contractor workstation connecting to the DART VPN must have disk encryption software installed and functional on their machine. Disk encryption software must meet the following guidelines:

- Must utilize a strong encryption method such as AES-256, Snapfish, or PGP
- Must utilize full disk encryption
- Must be up to date and current
4.2 USB Drives or Portable media
Use of USB Drives or Portable media to store and move DART data is expressly forbidden. Contractor’s utilizing the VPN must never store or move DART’s data across an unsecure link or onto an unsecure devices such as a USB drive, unencrypted portable disk, or to an unencrypted workstation.

5. Password Policies

Contractor’s utilizing the VPN or local area network resources are required to utilize accounts where the password is regularly updated per DART’s internal password policy refresh standards. Domain accounts utilized by vendors or contractors will be set to expire at a predetermined time based on engagement requirements.

5.1 Password Policy
Each contractor’s password is confidential and is not to be written down and stored in an easily accessible location nor is to be shared with others. Users are required to change their passwords every 90 days to ensure their privacy. Under no circumstance are users to give their passwords to coworkers or outside contractors. DART’s password guidelines include:

- At least 8 characters in length,
- At least 1 capital letter
- At least 1 number
- At least 1 special character (!,@,?, etc.)

5.2 No accounts with standardized passwords
It is expressly forbidden for contractors to utilize accounts with standard passwords or “backdoor” passwords into any system. VPN Contractors shall NOT reuse passwords that are used at other locations the contractor services or has access to. Password access is required of all key systems, any system not utilizing a password mechanism that is standard per the policy in section 5.1 shall not be used on DART’s network.

5.3 Storage of Credentials
Contractors accessing the VPN may need to document passwords per their companies policy or documentation systems. This is acceptable so long as the credentials are stored in a secure location, behind a firewall, on a system that is protected meeting all the criteria above, and that the data storage location of said credentials is encrypted.

5.4 Sharing credentials
Contractors shall NOT share their unique credentials with anyone inside or outside of their organization and shall only share service/system login credentials as required per job duties. Credentials shall NEVER be e-mailed or delivered insecurely. Delivery of any user login credentials shall always be encrypted and shall never be sent using one mode of transfer (you must never email, encrypted or otherwise, a username and password together for example). System/service account credentials shared among co-workers at a contractor’s site that utilizes the VPN must also follow these rules and utilize a multi-mode delivery system for all credentials. Contractors using the VPN or local network shall never share login information with DART Employees without explicit written permission from DART IT Staff.

6. Network or System Changes
DART utilizes a standard ticketing system to monitor and manage all changes happening on its network. Any and all changes to any network resources or systems must always be approved by the IT department. Any connectivity to the DART VPN or internal network must always be approved by DART IT Staff, and an IT Change Request Form must always be submitted so proper documentation and access is always granted. NO network change may EVER be performed without submitting the IT Change Request Form and getting approval from DART’s IT Staff to perform work in the window specified.

6.1 Work Scope
Contractors will always submit the IT Change Request form at least 5 days prior to beginning work unless the change is an Emergency Change Request (ECR). ECR’s can be approved immediately, but otherwise all work requests require a 5 day lead time. Contractors will only be permitted to do the work outlined in the Change Request Form. Performing work outside of the scope or timeline provided by DART IT Staff as specified in the Change Request Form is expressly forbidden.

6.2 Creation of Accounts
Only DART IT Staff may ever create or change an account that is utilized on its network. Contractors are never allowed to create local accounts on any of its equipment. All domain accounts must be created and approved by DART IT Staff.

6.3 Changing credentials or logins
Changing the username or password of a local or domain account without express permission of DART IT Staff is forbidden. Contractors may of course change their unique account’s password every 90 days per the standard above, but may NOT change any other service or local account password without written consent from DART IT Staff.

7. Violations of Policy

Any contractor found to be in violation of the Acceptable Use Policy, and or who improperly uses information obtained by unauthorized means, may be subject to disciplinary action ranging from the user’s access to DART resources being limited, verbal or written reprimands, termination of any contracts or agreements with the contractor’s parent organization, and possibly even legal action.

All violations, both verbal and written, will be documented by the DART IT Staff. Failure to comply with the rules above will lead to an immediate suspension of access pending further review.
Des Moines Area Regional Transit Authority

ITS Systems Acceptable Use Policy

IT Services

02/10/2017
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ITS Systems Acceptable Use Policy

1. Overview

Des Moines Area Regional Transit’s (DART) intentions for publishing an acceptable use policy are not to impose restrictions that are contrary to DART’s established culture of openness, trust and integrity. DART is committed to protecting DART’s employees, partners and the company from illegal or damaging actions by individuals, either knowingly, or unknowingly. All DART’s IT facilities and information resources remain the property of DART and not of particular individuals, teams or departments. By following this policy we’ll help ensure IT facilities are used:

- legally;
- securely;
- without undermining Des Moines Area Regional Transit;
- effectively;
- in a spirit of co-operation, trust and consideration for others;

The policy relates to all Information Technology facilities and services provided by Des Moines Area Regional Transit. All staff and volunteers are expected to adhere to it. Violations of this policy are subject to disciplinary action as listed in Section 10. “Violations of Policy”.

1.1 Scope

This policy applies to all employees, contractors, vendors, consultants, temporaries, volunteers and other workers at, or in association with, DART.

2. Security

Security is of the highest importance to DART. All personnel using DART equipment and networks must adhere to all security standards set forth by DART.

- Do not attempt to gain unauthorized access to information or facilities. The Computer Misuse Act 1990 makes it a criminal offence to obtain unauthorized access to any computer (including workstations and PCs) or to modify its contents. If you do not have access to information resources you feel you need, contact your IT Support person or provider.
- Do not disclose personal system passwords or other security details to other staff, volunteers or external agents and do not use anyone else’s login; this compromises the security of Des Moines Area Regional Transit. If you believe your password has been compromised, immediately contact DART IT Department to request a change of password.
- User must always log off or lock their computer while they are away from their desk. If you leave your PC unattended without logging off, you are responsible for any misuse of it while you’re away.
- All data leaving DART’s network should be encrypted during transmission.
- All e-mail communication containing critical customer, employee or proprietary business data should be encrypted and securely transmitted.

2.1 Password Policy

Each user account’s password is confidential and is not to be written down and stored in an easily accessible location nor is to be shared with others. Users are required to change their passwords every 90 days to ensure their privacy. Under no circumstance are users to give their passwords to coworkers or outside contractors. DART’s password guidelines include:

- Password must be at least 8 characters in length,
- Password must contain at least 1 capital letter
- Password must contain at least 1 number
- Password must have at least 1 special character (!,@,?, etc.)
2.2 Information About Others

Customer data is both highly sensitive and should remain confidential. All DART employees and associates must be sure they are not breaking Data Protection legislation. If an individual is found sharing personal information without direct consent from DART, they will be subject to disciplinary actions such as listed in Section 10. “Violations of Policy”.

3. Remote Access and Data Security

Being able to remotely access DART’s corporate resources, including servers, data, documents, and e-mail comes with an extra level of scrutiny and responsibility. Protecting our data from remote breach is a top level of concern for the IT department. All access to DART data outside of its local network shall be encrypted and all transmission to and from DART’s internal network and servers must be delivered in a secure fashion.

3.1 Encryption

All laptops or other devices leaving DART’s internal infrastructure shall be secured with encryption software. All e-mail access shall be secured using encryption, this includes access on phones and other devices. DART corporate data shall not be forwarded to personal accounts or computers, and all emails and files containing sensitive customer or employee information shall be encrypted in their delivery process.

3.2 Working Remotely

All access to the DART network remotely shall be completed using the DART secure VPN tunnel. User’s authenticate with unique accounts and 2-factor authentication. Accessing DART’s corporate network outside the VPN without utilizing this security method is a violation of security policy and may be subject to disciplinary actions such as listed in Section 10. “Violations of Policy”. Only DART personnel shall be permitted to use DART equipment outside of the network. Allowing others to use your DART provided laptop, tablet, or phone compromises the security of the network. You will be held responsible for any actions performed on your laptop or other DART equipment while working remotely.

3.3 Data and File Security

DART values and seeks to protect its customer and employee information as well as its proprietary business data. DART Employees and contractors shall NOT forward work e-mail to their personal e-mail accounts, this includes e-mail attachments and documents. DART Employees shall not copy DART data to unencrypted flash drives or other unencrypted portable media to move data outside of the DART network to non-DART devices. Only corporate devices as approved by the IT department and management team shall house or save the organizations data.

4. Software

It is DART’s policy to abide by all software licensing agreements as well as copyright laws. Take care to use software legally in accordance with both the letter and spirit of relevant licensing and copyright agreements.

4.1 Copyright

Copying software for use outside these agreements is illegal and may result in criminal charges. Unauthorized copying of copyrighted material including, but not limited to,

- digitization and distribution of photographs from magazines, books, or other copyrighted sources
- copyrighted music
- installation of copyrighted software for which DART does not have an active license is strictly prohibited. DART accepts no responsibility for staff and/or volunteers not following copyright guidelines and laws and/or software licensing.
4.2 Installing Software

Employees and contractors may not use or load any software, including personal programs, games, chat software, etc. on DART computers and related equipment without prior authorization from DART’s IT Department. Software programs should not be deleted or modified and should only be used for the purpose in which they were intended.

5. Computer Hardware

Each employee is responsible for the computer hardware that is assigned to him/her and should make certain to treat this equipment with proper care in order to perform his/her duties.

5.1 Replacing Computer Hardware

Broken equipment will be replaced only if defective or outdated. The cost of malicious damage, loss, or negligence done to computers, laptops, monitors, keyboards, printers, mice, and any other technological piece of equipment owned by DART will be reimbursed to DART by the employee.

5.2 Care of equipment

Do not re-arrange how equipment is plugged in (computers, power supplies, network cabling, modems etc.). Access to the server room and other key secure areas require permission as assigned by the management team. Access to such rooms is limited to authorized staff.

Employees shall take extra steps to ensure the care of DART equipment. Food and drink should not be consumed around sensitive electronics such as keyboards, mice and computers. Laptops should always be transported in protective laptop carrying bags as provided by DART IT. Laptops or other portable media or electronics should never be stored overnight or for long periods of time in a vehicle or left unattended. Laptops or other sensitive portable electronics such as projectors should NOT be checked at the gate, and should remain visible at all times during travel. All laptops and portable storage media must be encrypted.

5.3 Checking Out Equipment

Dart understands that users have an occasional need to work on DART business outside the office. Laptops are available for taking home or on business trips. Please contact the IT department to check out this equipment. Laptops should already have the appropriate software needed to perform work related duties. If not, please request the installation of such programs well ahead of the requested date to ensure adequate time is available for installation.

6. Electronic Media

Dart computer systems and other technological resources, including any voice mail or email systems, are provided for use in the pursuit of DART business and are to be reviewed, monitored, and used only in that pursuit, except as provided in this policy. As a result, computer software, data, voicemail, and email are readily available to numerous persons. During the course of employment as individuals perform or transmit data on DART computer systems or other technological resources, such data may be subject to investigation, search and review in accordance with this policy. In addition, any electronically stored communications that employees either send to or receive from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of DART.

6.1 Editing Files or Programs

Employees and contractors may access, review, and edit only those files or programs, (whether computerized or not), that they have permission to access. Under no circumstances may users review, copy, remove, or alter the files, computer systems, programs, data, or other technological resources of DART, without authorization from both their supervisor and IT management.

6.2 Storing Files
Employees and contractors may not store personal files, pictures or music on DART servers or networked storage devices. Any personal files found to be saved on networked drives will be deleted without notice.

While DART’s administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of DART. Employees and contractors may not remove nor transmit any data or software off DART property for any reason without written authorization from their supervisor and the IT department.

7. Internet Access

Internet access is available to all employees and is provided for use in the pursuit of DART related business. While this is the intended use, DART recognizes that the internet may be occasionally used for personal business within reason during breaks and lunchtime. Contractor internet access will be restricted to business relevant usage with prior authorization from DART’s IT Department.

7.1 Guidelines

Users who have been granted internet access must follow these guidelines:

- Under no circumstances will any user access, download, possess, or transmit illegal, pornographic, sexually explicit, profane, or otherwise inappropriate material. A web filter device is in place to monitor these activities; regular reporting of internet usage will be provided to the management team.
- Users will not use bandwidth-intensive internet resources unless in the pursuit of DART business.
- The DART-Guest network should be used for connecting phones or other non-DART equipment to the internet.
- Users are allowed to use the internet for personal use only during breaks and so long as the use does not:
  - incur specific expenditure for Des Moines Area Regional Transit.
  - break the law.
  - bring Des Moines Area Regional Transit into disrepute.

7.2 Internet Monitoring

It is important to understand that the users internet usage is being recorded at all times and is periodically reviewed by the IT Department. If a user is found to be either spending too much time on the internet, or has been viewing questionable and/or inappropriate material they may be subject to disciplinary actions such as listed in Section 10. “Violations of Policy”.

User’s internet access may be terminated at any point without notice by their supervisor’s direct request or by the IT Department.

8. Email Accounts

Users may be given an internal email account. Email is provided to users for the pursuit of DART business. Email usage should follow these guidelines:

- Under no circumstances will any user access, download, possess, or transmit illegal, pornographic, sexually explicit, profane, or otherwise inappropriate material.
- Users will not open any attachments that include executable files.
- The user’s actions must be in the interest and spirit of Des Moines Area Regional Transit and do not leave Des Moines Area Regional Transit open to legal action (e.g. libel).
- Users must be in compliance with the CAN-SPAM Act.

8.1 Email Monitoring
Users email usage may be reviewed at any time by the IT Department (see Section 6 “Electronic Media” for more information). If a user is found to be either spending too much time on personal items, or has been accessing questionable and/or inappropriate material, their access to email may be subject to immediate termination.

Users email account may be terminated at any point without notice by their supervisor’s direct request or by the IT Department.

9. The IT Department Purchases of Technology Resources

Any purchases for items of a technological manner must be submitted, approved, and purchased through the Information Technology Department. Such items include, but are not limited to, workstations, monitors, laptops, tablets, thumb drives, external storage devices, smartphones, printers, software, Software as a Service solutions, hosted software, digital cameras, scanners, modems, and other peripherals.

Requests for new equipment and/or software should be submitted to the IT Department as soon as possible to ensure adequate time for research, discussion, and to be entered into the DART budget plan.

10. Violations of Policy

Any employee or contractor found to be in violation of the Acceptable Use Policy, and or who improperly uses information obtained by unauthorized means, may be subject to disciplinary action ranging from the user’s access to DART resources being limited, verbal or written reprimands, termination of employment, termination of contract, and possibly even legal action.

All violations, both verbal and written, will be documented by the DART IT Department. Any written reprimands will also be filed with HR for placement in the employee’s personnel file.

11. Usage Declaration

I, [ ], have read and understand the above Systems Acceptable Use Policy, and consent to adhere to the rules outlined therein.

________________________________________________________________________
Employee/Contractor Signature Date

________________________________________________________________________
Manager Signature Date

________________________________________________________________________
IT Administrator Signature Date
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**Change Type:**

- Application
- Database
- Hardware
- Procedures
- Network Security
- Operating System/Utilities Schedule Outage

**Change Priority:**

- Urgent
- High
- Medium
- Low

**Environments Impacted:**

**Hardware Needed:**

**Software Needed:**

**Access Requirements:**

**Personnel Requirements:**

**Task Duration:**

**Other Project Requirements to Complete Task:**

**Brief Description of Change:**

**Backout Plan:**

**Reboot Required: (Y/N)**

**Detailed Description of Change (Step-by-step instructions of work to be completed):**

**Approved By:**

**Date Approved:**

**Change Scheduled for (date):**

**DART Staff assigned:**
Cisco 1550 Unified Access Point
Model: AIR-CAP1552E-A-K9
802.11b/g/n/ac
DART Way – Bus Garage
Fixed Route Garage
1100 DART Way
Des Moines, IA 50309

Cisco 3700E Unified Access Point
Model: AIR-CAP3720E-A-K9
802.11b/g/n/ac
ParaTransit Garage
1100 DART Way
Des Moines, IA 50309

Cisco 3700E Unified Access Point
Model: AIR-CAP3720E-A-K9
802.11b/g/n/ac