



# **Duluth Transit Authority**

**REQUEST for PROPOSALS**

**FOR**

## **AUTOMATED FARE COLLECTION SYSTEM & OPTIONAL ELECTRONIC FARE TICKETING SYSTEM**

**April 17, 2019**

**Duluth Transit Authority**

2402 W. Michigan St · Duluth, MN 55806

(218) 623-4329 fax: (218) 722-4428

email: [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com)

**Duluth Transit Authority**  
Request for Proposals  
**AUTOMATED FARE COLLECTION SYSTEM**

The Duluth Transit Authority hereby requests written Proposals for the provision of a new Automated Farebox Collection system, and an option for an Electronic Fare Ticketing System.

Background information, description of the project scope of work and submission requirements may be obtained by calling, emailing or writing the Duluth Transit Authority, Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806; 218-623-4329, or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com). Proposal packages will be mailed or emailed to all interested parties.

Proposals must be received no later than **2:00 p.m., Thursday, May 23, 2019.**

The DTA encourages the participation of small and disadvantaged business enterprises, and affirmatively assures that equal opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, gender, marital status, disability, or age.

This request does not obligate the DTA to complete the work contemplated in this notice and reserves the right to accept or reject any or all proposals, or waive any minor informalities for good cause upon a finding that it is in the public interest to do so. All expenses incurred in response to this notice shall be borne by the responder.

<b>Table of Contents</b>		<b>Pages</b>
Section 1	General Conditions and Mandatory Clauses	4-11
	Significant Dates of Procurement	11
Section 2	Federal Transit Administration Contract Clauses	12-25
Section 3	Contract (example for Proposal purposes)	26-37
Section 4	Proposal Sheets	38-44
Section 5	Required Certificates	45-50
Section 6	Technical Specifications, Automated Fare Collection System	51-68
Section 7	Required Submittals	69
Section 8	Evaluation Criteria	70-71
Section 9	Vendor Compliance Matrix	72-94
	Appendix A Fare Structure and Policy	95-97
Section 10	Option, Electronic Fare Ticketing System	98-108

## Section 1 General Conditions

### G-1 REQUEST FOR PROPOSALS

- a) Proposals are requested for a new Automated Farebox Collection System, with an option for an Electronic Fare Ticketing system for the Duluth Transit Authority, 2402 West Michigan Street, Duluth, MN 55806. Prospective respondents may respond to either the Automated Farebox, the Electronic Payment System option, or both.
- b) Proposals shall be on the proposed rates and costs for the project under the requirements and conditions set forth herein, which shall be considered an essential part of the Contract Documents.
- c) Proposal prices shall be good for 90 days after the Proposal opening.
- d) All expenses incurred in response to this notice shall be borne by the Responder.
- e) Proposals are due at **2:00 p.m. on Thursday, May 23, 2019** at the DTA offices, 2402 West Michigan Street, Duluth, MN 55806.
- f) The DTA will hold a **pre-proposal conference** on **Wednesday, May 1, 2019 at 10:00 a.m.** in the DTA office, 2402 West Michigan Street, Duluth, MN 55806. Those who are unable to attend in person may contact the Procurement Manager at 218-623-4329 for conference call information.
- g) The DTA intends to award the Contract to the responsible Proposer as early as **August 1, 2019**.
- h) Throughout these specifications the words equipment, materials, and work can be interpreted as interchangeable.
- i) Federal Transit Administration is or will be providing assistance for this project; the Catalog of Federal Domestic Assistance (CFDA) number is 20.500, %Federal Transit Capital Investment Grants+in the amount of \$1,800,360.

### G-2 INQUIRIES

All inquiries and other correspondence relating to this Request for Proposals shall be addressed to the DTA Procurement Manager via email, [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com), or regular mail, Duluth Transit Authority, attention Procurement Manager, 2402 West Michigan Street, Duluth, MN 55806.

### G-3 DEFINITION OF TERMS

Whenever the following terms are used in these Proposal specifications, the intent and meaning of them shall be interpreted as follows:

- a) DTA, customer, buyer, or Operator shall mean the DTA.
- b) Project Manager shall mean Carla Montgomery for all work performed.
- c) Manufacturer, Vendor, Proposer, or Contractor, Consultant shall mean that firm submitting a responsive Proposal and subsequently receiving the Contract award from the DTA as the contractor as detailed in these specifications.

**G-4 SUBSTITUTIONS AND OR EQUAL**

- a) Where proprietary names are used in these specifications, it is understood that they are followed by the words "or equal".
- b) Prime contractors and /or subcontractors may make appointments to discuss these specifications with the DTA Procurement Manager as provided herein. This, however, does not relieve them from the written, documented request required by paragraph c) below. Where prior approval is called for in the specifications it means prior to Proposal opening. Minutes of discussions and responses to questions will be provided to all potential Proposers in an addendum.
- c) Requests for approved equals, clarifications of specifications, and protest of specifications must be received by the DTA Procurement Manager in writing no later than **May 15, 2019**. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specifications that pertain to an item under consideration. The supporting evidence for the approved equal must be submitted with the request for approval. All requests must be submitted via email or US Mail unless otherwise approved by the DTA Procurement Manager in writing.
- d) The replies to request under paragraph c) above will be emailed, mailed or faxed out on **May 16, 2019** to all prospective Proposers.
- e) Changes to the specifications will be made only by written addendum. Addendum will be posted on the DTA website at [www.duluthtransit.com](http://www.duluthtransit.com). It is the Proposers responsibility to obtain all documents available for this procurement

**G-5 SELECTION CRITERIA**

The DTA reserves the right, in the determination of the most responsive and responsible Proposer, to consider the ultimate economy of the Proposal within the guidelines of these specifications, the best interests of the DTA and such other factors as may be reasonably determined to affect the ultimate economy of the award as stipulated in the Technical Specifications.

The Evaluation Committee may not necessarily make a recommendation to award to the Proposer with the highest technical ranking nor make a recommendation to award to the Proposer with the lowest price proposal, if doing so would not be in the best interest of the DTA.

Evaluation of the option to add Electronic Fare Ticketing shall be separate from the evaluation of the Automated Fare Collection system. The DTA may elect to award one contract for each or a contract for both services, or neither, at its sole discretion.

**G-6 PREPARATION OF PROPOSAL**

Proposals must be submitted on the forms attached. All blanks in the Proposal form must be completed with ink or typewriter. Proposals containing alterations

or erasures may be rejected unless the alteration or erasure is corrected by crossing out the error, inserting the correction adjacent thereto with ink or typewriter and initialing the correction in ink by the person signing the Proposal. In the event any price term is expressed by the Proposer in both written and numerical form, the written representation shall govern in the event of an inconsistency.

Proposals and other documents submitted by the Proposer shall not stipulate any condition not contained in the specifications.

Each Proposal and all papers attached thereto and shall be placed and securely sealed in an envelope marked "**Automated Fare Collection System**" and mailed or delivered to:

Procurement Manager  
Duluth Transit Authority  
2402 West Michigan Street  
Duluth MN 55806

Proposals must be received by the Proposal deadline. Time means local time in Duluth, Minnesota. Proposals received after such time will not be considered. The DTA reserves the right to accept or reject any and/or all Proposals in the best interest of the DTA.

No Proposal may be modified after submission except by written modification physically received by the DTA prior to the time set for the opening of Proposals. Modifications must be signed by the person submitting the Proposal or accompanied by an explanation as to why it is not, and must indicate that it modifies the original Proposal. Modifications shall be submitted in a securely sealed envelope marked as indicated on the Proposal Form.

**G-7 WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw its Proposal at any time before the time set for the opening of the Proposals only by written notice addressed to the Proposal opening marked "WITHDRAWAL OF PROPOSAL" and physically received by the DTA prior to the time for the opening of Proposals.

**G-8 CONTRACT FORM AND CHANGES**

The chosen Proposer, within ten (10) days after the award of the Contract from the DTA shall sign the formal Contract.

A sample Contract is included in this RFP for the Automated Fare Collection system and the Electronic Fare Ticketing system, which may be awarded to the same or separate Contractors. Any proposed change in this Contract shall be submitted to the DTA for its prior approval prior to submission of the Proposal. Only written change orders, amendments or addenda, signed by the General Manager of the DTA, shall be binding upon the DTA.

**G-9 BONDING REQUIREMENTS**

No bonds are required.

**G-10 PRICE COMPLETE**

The price quoted in any Proposal submitted shall include all items of services, labor, material, alterations, tools, equipment and other costs necessary to fully complete the production and delivery of the equipment or services pursuant to these specifications. It is the intention of these specifications to provide and require complete equipment and/or services of the type prescribed herein. Any items omitted from the specifications which are clearly necessary for the performance of the Contract shall be considered included in the Proposal specifications although not directly specified or called for in these specifications. No advantage shall be taken by the Proposer in the omission of any part or detail which goes to make the equipment complete and ready for service or use, or to perform the services as herein required.

**G-11 DOCUMENTATION**

The Contractor shall provide a complete listing of all products used.

**G-12 PROTEST PROCEDURES**

Protests will only be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The General Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protest must include at least the following information:

- “ Name, address, and telephone number of protestor
- “ Identification of the solicitation or contract number
- “ A detailed statement of the legal and factual grounds of protest including copies of relevant documents
- “ A statement as to what relief is requested

All protest documents received by the General Manager shall be stamped with date and time received and logged into a protest file folder with a copy to the Master File.

**PROTESTS BEFORE AWARD**

Protests before award must be submitted within the time as specified herein. If the written protest is not received by the time specified, the evaluation process shall continue in the normal manner unless the Finance Director, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.

The protests addressing the adequacy of the Request for Proposal, including, without limitation, the pre-award procedure, the Instructions to Proposers, General Terms and

Conditions, Technical Specifications and Scope of Work, must be filed at the Finance Department no later than three days before the scheduled opening date of the proposal. Thereafter, such issues are deemed waived by all interested parties.

Notice of protest and the basis therefor shall be given to all bidders or proposers. In addition, when a protest against the making of an award is received and the Finance Director determines to withhold the award pending disposition of the protest, proposers whose proposals might become eligible for award shall be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for readvertising.

When a written protest against the making of an award is received, award shall not be made until five days after the matter is resolved, unless the General Manager determines that:

- “ the items to be procured are urgently required; or
- “ delivery or performance will be unduly delayed by failure to make the award promptly; or
- “ failure to make prompt award will otherwise cause undue harm to DTA or the State or the Federal Government.

In the event the General Manager determines that the award is to be made during the five-day period or during the pendency of protest, he/she shall notify the FTA prior to make such award. FTA preserves the right not to participate in such procurement.

If award is made, the Finance Director shall document the file to explain the need for an award, and shall give written notice of the decision to proceed with the award to the protestor and, as appropriate, to others concerned.

### PROTESTS AFTER AWARD

Protests against award must be filed at the Finance Department within five days immediately following the award. The Finance Director shall review the protests. The contractor shall be furnished with the notice of protest and the basis therefor. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to DTA's interest, the Finance Director shall inform the contractor that DTA will not be responsible if the award is set aside and that the contractor proceeds with performance at his/her own risk.

### DECISION ON PROTEST

The General Manager shall render his/her decision in writing within 14 days from the receipt of the written protest and shall provide written notice of such decision to all interested parties.

Following an adverse decision by the General Manager, the protestor may file a protest with FTA. For details, see FTA Circular 4220.1F, as amended, which states that FTA will only review protests regarding the alleged failure of a grantee (here, the DTA) to have written protest procedures or alleged failure to follow such procedures.



### G-13 ORGANIZATIONAL CONFLICTS OF INTEREST

1. An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the DTA, or the Contractor's objectivity in performing the Contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in the DTA.

2. The Contractor is responsible for maintaining and providing up to date conflict of interest information to the DTA's Director of Finance. If, after award of this contract or task order, the Contractor discovers a conflict of interest with respect to this contract or task order which could not reasonably have been known prior to award, or if any additional conflicts or potential conflicts arise after award, the Contractor shall give written notice to the DTA's Director of Finance as set forth below.

3. The Contractor's notice called for in paragraph 2 above shall describe the actual, apparent or potential conflict of interest, the action(s) the Contractor has taken or proposes to take to avoid or mitigate any conflict, and shall set forth any other information which the Contractor believes would be helpful to the DTA's Director of Finance in analyzing the situation.

4. The Contractor has the responsibility of formulating and forwarding a proposed mitigation plan to the DTA's Director of Finance for review and consideration. This responsibility arises when the Contractor first learns of an actual, apparent, or potential conflict of interest. Corporate counsel review of the proposed mitigation plan is necessary to ensure a timely review and final determination by the DTA's Director of Finance.

5. If the DTA's Director of Finance, in his/her discretion, determines that the Contractor's actual, apparent or potential conflict of interest remains, or the measures proposed are insufficient to avoid or mitigate the conflict, the DTA's Director of Finance will direct a course of action to the Contractor designed to avoid, neutralize, or mitigate the conflict of interest. If the parties fail to reach agreement on a course of action, or if having reached such agreement the Contractor fails to strictly adhere to such agreement during the remaining period of contract performance, the DTA's Director of Finance has the discretion to terminate the contract for default. No determination by the DTA's Director of Finance under this clause shall be reviewable under FAR Clause 52.233-1, Disputes Clause (May 2014), which is also incorporated by reference herein.

6. The Contractor's misrepresentation of facts in connection with a conflict of interest reported or a Contractor's failure to disclose a conflict of interest as required shall be a basis for default termination of this contract.

### G-14 TAXES

The DTA is exempt from payment of the Federal excise, transportation tax, Minnesota State sales tax and City of Duluth City sales tax. For those contracts funded by the State

of Minnesota and subject to the MN Department of Revenue requirements, an IC-134 form is required prior to final payment.

**G-15 PROMPT PAYMENT TO SUBCONTRACTORS.**

In accordance with Minnesota § 337.10 (3), Contractor shall pay any subcontractor or material supplier within ten (10) days of receipt by the party responsible for payment of payment of undisputed services provided by the party requesting payment. The Contractor shall pay interest of at least one and one half percent (1-1/2%) per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

Contractor shall further require this provision to be included in all contracts between subcontractors and sub-subcontractors of any tier.

**G-16 SUBCONTRACTORS**

The Proposer shall disclose all subcontractors and their involvement in the project at the time of proposal submittal. The Contractor shall insert the required Federal and State provisions in every subcontract.

**G-17 MINNESOTA NONDISCRIMINATION REQUIREMENTS**

In accordance with Minnesota §181.59, **DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT+**

The Contractor hereby agrees and shall cause this provision to be inserted in every subcontract the following:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, county, city, or the Duluth Transit Authority, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**G-18. SINGLE RESPONSE**

If only one Proposal is received in response to this RFP, a detailed cost/price analysis may be requested of the Proposer. A cost or cost and price analysis and evaluation, and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the DTA Procurement Manager determines a cost analysis is required, the Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead, etc.) and documentation supporting all cost elements.

**SIGNIFICANT DATES OF PROCUREMENT**

<b>Item</b>	<b>Date</b>	<b>Time</b>
Date of Release	April 17, 2019	
Preproposal Meeting	May 1, 2019	10:00 a.m.
Request for Clarifications	May 15, 2019	3:00 pm
Responses for Clarifications	May 16, 2019	3:00 pm
Proposal Opening	May 23, 2019	2:00 pm
Interviews (if necessary)	June 2019	
Award	August, 2019	

## Section 2 FEDERAL TRANSIT ADMINISTRATION Contract Clauses

### A.1 ACCESS TO RECORDS

49 U.S.C. § 5325(g)

#### Applicability to Contracts

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and subcontract at every tier.

#### Flow Down

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### Clause Language

a. Records Retention. The Contractor will retain, and will requires its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract; including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

### A.2 BONDING REQUIREMENTS

2 CFR §200.325, 31 CFR Part 223

Does not apply to this procurement

### A.3 BUS TESTING

49 U.S.C. 5318(E), 49 CFR Part 665

Does not apply to this procurement

### A.4 BUY AMERICA REQUIREMENTS

49 U.S.C. 5323 (J), 49 CFR Part 661

#### Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: The Federal Transit Administration's Buy America website.

#### Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

#### Clause Language

##### 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 all steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product

is subject to a general waiver. General waivers are listed in 49 C.F.R. §661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

The Bidder or Offeror must submit to the Duluth Transit Authority the appropriate Buy America certification below with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.***

***Certificate of Compliance with Buy America Requirements***

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Certificate of Non-Compliance with Buy America Requirements***

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**A.5 CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. §55.05**

**46 C.F.R. Part 381**

**Applicability to Contracts**

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

**Flow Down**

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

**Cargo Preference - Use of United States-Flag Vessels**

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.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **A.6 CHARTER SERVICE**

49 U.S.C.5323(d) and (r)

49 C.F.R. Part 604

Does not apply to this procurement

### **A.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

49 U.S.C §§7401-7671q; 33 U.S.C §§1251-1387

2 C.F.R. Part 200, Appendix II (G)

#### **Applicability to Contracts**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

#### **Flow Down**

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third-party contractors and their contracts at every tier and subrecipients and subcontracts at every tier.

#### **Clause Language**

The Contractor agrees:

1. It will not use any violating facilities
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA List of Violating Facilities;+
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§7401-7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387.)

### **A.8 CIVIL RIGHTS LAWS AND REGULATIONS**

#### **Applicability to Contracts**

Federal Civil Rights laws and regulations apply to all contracts.

#### **Flow Down**

The Civil Rights requirements flow down to all third-party contractors and their contract at every tier.

#### **Clause Language**

##### **Civil Rights and Equal Opportunity**

The Duluth Transit Authority is an Equal Opportunity Employer. As such, the Duluth Transit Authority agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Duluth Transit Authority agrees to comply with the requirements of 49 U.S.C. §5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 C.F.R. Chapter 60, and Executive Order No. 11246, Equal Employment Opportunity in Federal Employment, September 24, 1965, 42 U.S.C. §2000e note, as amended by any later Ex Order that amends or supersedes it, referenced in 42 U.S.C. §2000e note. The Contractor agrees to take affirmative action to ensure that applicants re employed, and that employees are treated during employment, without regard to their race,

color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, Age Discrimination in Employment Act, 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101 *et. Seq.*, U.S. Health and Human Services regulations, Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for the reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et. Seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et. Seq.*, and Federal transit law at 49 U.S.C. §4332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **A.9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)** **49 CFR Part 26**

### **Flow Down**

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient. For all DOT-assisted contracts, each FTA recipient must include assurance that third party contractors will comply with the DTA program requirements of 49 C.F.R. Part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts.

### **Clause Language**

It is the policy of the Duluth Transit Authority and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE), as defined herein and in the Federal regulations published at 49 C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Duluth Transit Authority to:

1. ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Duluth Transit Authority shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Duluth Transit Authority may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror/s documented history of non-compliance with DBE requirements on previous contracts with the Duluth Transit Authority.

### **Contractor Assurance**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. 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 contract, which may result in the termination of this contract or such other remedy as Duluth Transit Authority deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

### **DBE Participation**

For purposes of this Contract, the Duluth Transit Authority will only accept DBEs who are:

1. Certified at the time of the bid opening or proposal evaluation by the Unified Certification Program; or
2. An out of state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Duluth Transit Authority.

#### **DBE Participation Goal**

There is no DBE participation goal for this Contract.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Duluth Transit Authority or in accordance with state statutes, whichever is more restrictive. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days (or in accordance with state law, whichever is more restrictive) after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify Duluth Transit Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Duluth Transit Authority.

### **A.10 EMPLOYEE PROTECTIONS**

49 U.S.C. §5333(a), 40 U.S.C. §§3141-3148

29 C.F.R. Part 5, 18 U.S.C. §874

29 C.F.R. Part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. Part 1926

#### **Applicability to Contracts**

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects.

#### **Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontractors at every tier. The Davis-Bacon Act and the Copeland Anti-Kickback Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

#### **Clause Language**

##### **Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland Anti-Kickback Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act,



40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.+ In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland Anti-Kickback Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.+The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA 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 this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

#### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),+29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the

name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

### **A.11 ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.  
49 CFR Part 622, Subpart C

#### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

**Flow Down** These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontractors at every tier.

#### **Clause Language**

**Energy Conservation** . 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.

### **A.12 FLY AMERICA**

49 U.S.C. §40118, 41 C.F.R. Part 301-10  
48 C.F.R. Part 47.4

Does not apply to this procurement

### **A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. Part 180, 2 C.F.R. Part 1200, 2 C.F.R. §200.213  
2 C.F.R. Part 200, Appendix II (I)

Executive Order 12549, Executive Order 12689

#### **Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

#### **Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

#### **Clause Language**

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 Duluth Transit Authority. If it is later determined by the Duluth Transit Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Duluth Transit Authority, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

## **A. 14 LOBBYING RESTRICTIONS**

**31 U.S.C. 1352, 2 CFR §200.450**

**2 C.F.R. Part 200 Appendix II (J), 49 C.F.R. Part 20**

### **Applicability to Contracts**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

### **Flow Down**

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

### **Clause Language**

#### **Lobbying Restrictions**

The undersigned certifies, to the best of his or 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, %Disclosure Form to Report Lobbying,+in accordance with its instructions.

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 subrecipients 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 certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

### **A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

#### **Applicability to Contracts**

The No Obligation clause applies to all third-party contracts that are federally funded.

#### **Flow Down**

The No Obligation clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **No Federal Government Obligation to Third Parties.**

The DTA 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 Contract and shall not be subject to any obligations or liabilities to the DTA, 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 the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **A.16 PATENT RIGHTS AND RIGHTS IN DATA**

2 C.F.R. part 200, Appendix II (F)

37 C.F.R. part 401

Does not apply to this procurement

### **A.17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

49 U.S.C. 5323 (m), 49 C.F.R. Part 663

Does not apply to this procurement

### **A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001, 49 C.F.R. part 31

#### **Applicability to Contracts**

The Program Fraud clause applies to all third-party contracts that are federally funded.

#### **Flow Down**

The Program Fraud clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Program Fraud and False or Fraudulent Statements or Related Acts**

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 the underlying contract, 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 contract 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) 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.

**A.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

49 U.S.C. § 5333(b) (~~3(c)~~), 29 C.F.R. part 215  
Does not apply to this procurement

**A.20 RECYCLED PRODUCTS**

42 U.S.C. § 6962 , 40 C.F.R. part 247  
2 C.F.R. part § 200.322

**Applicability to Contracts**

The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 *et seq.*), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

**Flow Down**

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

**Clause Language**

**Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), Comprehensive Procurement Guideline for Products Containing Recovered Materials,+40 C.F.R. part 247.

**A.21 SAFE OPERATION OF MOTOR VEHICLES**

23 U.S.C. part 402, Executive Order No. 13043  
Executive Order No. 13513, U.S. DOT Order No. 3902.10

**Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, ~~%~~Increasing Seat Belt Use in the United States, April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

### **Flow Down Requirements**

The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

### **Safe Operation of Motor Vehicles**

#### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms ~~%~~company-owned+and ~~%~~company-leased+refer to vehicles owned or leased either by the Contractor or the Duluth Transit Authority.

#### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **A.22 SCHOOL BUS OPERATIONS**

49 U.S.C. 5323(f), 49 C.F.R. part 605

Does not apply to this procurement

### **A.23 SEISMIC SAFETY**

42 U.S.C. 7701 *et seq.*, 49 C.F.R. part 41

Executive Order (E.O.) 12699

Does not apply to this procurement

### **A.24 SUBSTANCE ABUSE REQUIREMENTS**

49 U.S.C. § 5331, 49 C.F.R. part 655

49 C.F.R. part 40

Does not apply to this contract

### **A.25 TERMINATION**

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

#### **Applicability to Contracts**

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

#### **Flow Down**

For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

#### **Clause Language**

##### **Termination for Convenience (General Provision)**

The Duluth Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Duluth Transit Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The

Contractor shall promptly submit its termination claim to the Duluth Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Duluth Transit Authority, the Contractor will account for the same, and dispose of it in the manner the Duluth Transit Authority directs.

**Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Duluth Transit Authority may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Duluth Transit Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Duluth Transit Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**Opportunity to Cure (General Provision)**

The Duluth Transit Authority, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions to cure the defect.

If Contractor fails to remedy to the Duluth Transit Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the Duluth Transit Authority setting forth the nature of said breach or default, the Duluth Transit Authority shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Duluth Transit Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

In the event that the Duluth Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the Duluth Transit Authority shall not limit the Duluth Transit Authority's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

**Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Duluth Transit Authority may terminate this contract for default. The Duluth Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Duluth Transit Authority.

**A.26 VIOLATION AND BREACH OF CONTRACT**

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

**Applicability to Contracts**

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$250,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### **Flow Down**

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

### **Rights and Remedies of the Duluth Transit Authority**

The Duluth Transit Authority shall have the following rights in the event that the Duluth Transit Authority deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Duluth Transit Authority, the Contractor expressly agrees that no default, act or omission of the Duluth Transit Authority shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Duluth Transit Authority directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the Duluth Transit Authority will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the Duluth Transit Authority takes action contemplated herein, the Duluth Transit Authority will provide the Contractor with sixty (60) days written notice that the Duluth Transit Authority considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

~ **Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Duluth Transit Authority Procurement Manager. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Duluth Transit Authority General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

~ **Example 2:** The Duluth Transit Authority and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the Duluth Transit Authority and the Contractor organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Duluth Transit Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Duluth Transit Authority direction or decisions made thereof.



**Performance during Dispute**

Unless otherwise directed by the Duluth Transit Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Duluth Transit Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Duluth Transit Authority is located.

**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 the Duluth Transit Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

# **DULUTH TRANSIT AUTHORITY**

**CONTRACT FOR**

## **AUTOMATED FARE COLLECTION SYSTEM And OPTION FOR ELECTRONIC FARE TICKETING SYSTEM**

**April 17, 2019**

### Section 3 Contract Example for Proposal Purposes

This agreement, made as of \_\_\_\_\_, 2019 by and between \_\_\_\_\_, a \_\_\_\_\_ (LLC, corporation, etc.) located at \_\_\_\_\_, hereafter referred to as ~~%Contractor+~~ and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as ~~%DTA+~~. The DTA and the Contractor are parties (~~%Parties+~~) to this agreement (~~%Contract+~~).

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of the FTA Contract Clauses this Contract and any amendments thereto; Request for Proposals (Procurement # 041-19-0304.3) dated April 17, 2019, General, Special and Technical Specifications, and all addenda and modifications thereto issued prior to the execution of the Contract; and the Contractor's Proposal including required certificates; all as fully a part of the Contract as if attached to this Contract or repeated herein.

#### ARTICLE 2 SCOPE OF PROFESSIONAL SERVICES

Contractor will perform the services identified in its proposal dated \_\_\_\_\_, 2019 (the ~~%Proposal+~~) attached hereto and made a part hereof, and provide other professional services generally related thereto as the DTA staff may from time to time request. In the event of any conflict between the terms of the Proposal and this Contract, the terms and conditions of this Contract shall be deemed controlling.

#### ARTICLE 3 PROFESSIONAL FEES AND PAYMENT

In consideration of the provision of the services referenced in Article 2 above in an acceptable manner, the DTA hereby agrees to reimburse Contractor for said services set forth in the Proposal attached hereto and made a part hereof to complete the services. Requests for reimbursement of expenses shall be made no more frequently than monthly and shall be accompanied by such documentation that the DTA shall reasonably request, including demonstration of milestones accomplished sufficient to secure progress payments.

Terms of payment shall be thirty (30) days net from the conclusion of the month for which payment is due, unless a discount for earlier payment is solicited by the DTA and offered by the Proposer. Payment does not imply acceptance of work. The granting of any progress payment or payments by DTA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the work or any portion thereof, and shall in no way lessen the ability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work may not have been apparent or detected at the time such payment was made. Materials, components or workmanship which does not conform to the instruction of these Contract requirements and specifications or are not equal to the samples submitted to and approved by the DTA Project Manager will be rejected and shall be replaced by the Contractor without delay. The DTA may withhold payment for Contractor's services where the services are in dispute, where the services or any claimed reimbursable expenses are not documented or warranted, or when the service was not performed in accordance with the terms of the Contract Documents.

Pay applications must be forwarded to the DTA Finance Director, 2402 West Michigan Street, Duluth, MN 55806.

ARTICLE 4 ASSIGNABILITY

Contractor shall not in any way assign or transfer any of its rights or interests under this Contract in any way whatsoever without the prior written consent of the Duluth Transit Authority General Manager.

ARTICLE 5 TERM and TERMINATION OF SERVICE

The Term of this Contract shall be based on Terms and Conditions agreed upon for Services as Proposed herein and agreed to by the DTA.

The DTA may, by giving written notice specifying the effective date thereof, terminate this Contract in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Contractor under this Contractor shall become the property of the DTA and Contractor shall promptly deliver the same to the DTA. Contractor shall be entitled to compensation for services properly performed by it to and including the date written notice of termination of this Agreement, including reimbursable expenses.

ARTICLE 6 CHANGES TO THE CONTRACT

The DTA or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the Contract.

ARTICLE 7 STANDARD OF PERFORMANCE

The Contractor agrees that all services to be provided to DTA pursuant to this Contract shall be in accordance with generally accepted standards of the profession for provision of services of this type.

ARTICLE 8 REPORTS AND INSPECTION

A. Establishment and Maintenance of Records

Records shall be maintained by the Contractor in accordance with the requirements prescribed by the DTA and with respect to all matters covered by this Contract. Such records shall be maintained for a period of six (6) years after receipt of final payment under this project.

B. Documentation of Costs.

Contractor will ensure that all costs shall be supported by properly executed payrolls, time reports, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

C. Reports and information.

Contractor shall be responsible for furnishing to the DTA records, data and information as the DTA may require, pertaining to matters covered by this Contract.

D. Audits and Inspections

Contractor shall ensure that at any time during normal business hours and as often as the DTA may deem necessary, there shall be made available to the DTA for examination, all of its records with respect to all matters covered by this Contract. Contractor will also permit the DTA to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

E. Ownership of Data

All notes, reports, design plans, specifications, special studies, records and other data prepared under this Agreement shall become the property of DTA when prepared and shall be delivered to the DTA upon completion or termination of the services of Contractor or at such earlier time as requested by the DTA. The DTA shall maintain ownership of all data, formatting scripts, design templates and domain where they are not already an open source product.

F. Confidentiality of Information

1. **Meaning of Confidential Information.** All reports, data, information, documentation and material given to or prepared by the Contractor pursuant to this Contract that includes personally identifiable information will be termed Confidential Information and will not be released by the Contractor except as required for the performance of this Contract or required by law. For purposes of this Contract, in all cases and for all matters Confidential Information will include but not be limited to, credit card information, personal contact information, or other personally identifying information.
2. **Obligation of Confidentiality.** The Contractor agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
3. **Cooperation to Prevent Disclosure of Confidential Information.** Contractor shall use its best efforts to identify and prevent any unauthorized use of disclosure of any Confidential Information. Without limiting the foregoing, Contractor shall advise the other party immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
4. **Remedies for Breach of Obligation of Confidentiality.** Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the DTA, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the DTA may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available, to include, at the sole discretion of the DTA, the immediate termination, without liability to the DTA, of this Contract.
5. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract, Contractor shall destroy the non-DTA Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination unless otherwise requested by the DTA.
6. **MN Government Data Practices Act**  
Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the DTA under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Contractor. If Contractor receives a request to release the data referred to in this clause,

Contractor must immediately notify the DTA General manager and consult with the DTA as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

G. Loss of Data

In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of the Confidential Information, or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of Confidential Information, Contractor shall as applicable:

1. notify DTA as soon as practicable but no later than twenty-four hours of becoming aware of such occurrence, or in accordance with Minnesota State Statutes, whichever is more restrictive;
2. cooperate with DTA in investigating the occurrence, including making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or as otherwise required by Customer;
3. in the case of personally identifiable information (PII), at DTA's sole election, Contractor shall:
  - i. notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or within five (5) days from the date of occurrence, whichever is sooner;
  - ii. reimburse Customer for any costs in notifying the affected individuals;
  - iii. provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notifications to such individuals;
  - iv. perform or take any other actions required to comply with applicable law as a result of the occurrence.
4. Without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend and hold harmless DTA for any and all claims as herein defined, including reasonable attorney's fees, costs and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from DTA in connection with the occurrence;
5. Be responsible for recreating lost DTA data in the manner and on the schedule set by the DTA without charge to DTA;
6. Provide to the DTA a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.
7. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum:
  - i. name and contact information of Contractor's representative;
  - ii. a description of the nature of the loss;
  - iii. a list of the types of data involved;
  - iv. the known or approximate date of the loss;

- v. how such loss may affect the affected individual;
- vi. what steps the affected individual can take to protect himself or herself;
- vii. what steps the Contractor has taken to protect the affected individual;
- viii. contact information for major credit card reporting agencies;
- ix. information regarding the credit and identity monitoring services provided by Contractor;
- x. all other requirements as may be required by law.

This Section shall survive the termination of this Contract.

ARTICLE 10 DATA PRIVACY AND INFORMATION SECURITY

1. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to ensure the security and confidentiality of the DTA's data; protect against any anticipated threats or hazards to the security or integrity of the DTA customer data; protect against unauthorized disclosure, access to or use of the DTA data; and ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the DTA.

2. Audit by Contractor. No less than once each year, the Contractor shall conduct a comprehensive, independent third-party audit of its data privacy and information security program and provide such audit findings to the DTA within ten (10) days of receipt of the findings from the auditor.

3. Right of the DTA. Without limiting any other audit rights of the DTA, the DTA shall have the right to review the Contractor's data privacy and information security program prior to commencement of services and from time to time during the term of this Contract. During the providing of the services, on an ongoing basis from time to time and without notice, the DTA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request of the DTA, the Contractor agrees to complete, within forty five (45) days of receipt, an audit questionnaire provided by DTA regarding Contractor's data privacy and information security program.

4. Findings. Contractor shall implement any required safeguards identified by Customer or by any audit of Contractor's data privacy and information security program.

5. DTA reserves the right, at its sole election, to immediately terminate this Contract and all ancillary agreements, including software maintenance, hardware maintenance, ongoing training or other services related to this Contract, without limitation and without liability if DTA reasonably determines that Contractor fails or has failed to meet its obligations under this Section.

ARTICLE 11 INDEMNIFICATION

The Contractor shall defend, indemnify and save the DTA, ATE Management of Duluth, First Transit, Inc., and the State of Minnesota harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this Contract. Said obligation does not

include indemnification of the DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota for claims of liability arising out of the sole negligent or intentional acts or omissions of the DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota, but shall include but not be limited to, the obligation to defend, indemnify and save harmless the DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota, in all cases where claims of liability against the DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota arise out of acts or omissions of DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota, which are derivative of the negligence or intentional acts or omissions of the Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done and things to be supplied hereunder.

2. The Contractor agrees to defend, indemnify and save the DTA, ATE Management of Duluth, First Transit, Inc., and the State of Minnesota from and against any and all claims, including reasonable attorney's fees, costs and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to or recoverable from the DTA, ATE Management of Duluth, First Transit, Inc. and the State of Minnesota by reason of any claim arising out of or relating to the services provided herein infringing or misappropriating an United States or foreign patent, copyright, trade secret, trademark or other proprietary right. In the event the Contractor is enjoined from providing the services herein and such injunction is not dissolved within thirty (30) calendar days, or in the event that the Contractor is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark or other proprietary right in the access or the use of the services provided herein, then contractor shall, at its sole cost and expense:

- a. Obtain for the DTA the right to continue using such services as provided herein;
- b. Replace or modify such services as provided herein so they do not infringe upon or misappropriate such property rights and is free to be used by the DTA, or
- c. In the event the Contractor is unable or determines in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Contractor shall reimburse the DTA any prepaid fees and the full cost of any transition services, including the purchase of new software, hardware or other goods and services to receive the services as provided herein.

## ARTICLE 12 INSURANCE

- a. Prior to the execution of the Contract, the Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota, with an A.M. BEST+rating of A-(minus), Financial Size Category (FSC) VII or better, which insurance shall indemnify Contractor and DTA, ATE Management of Duluth, First Transit, Inc., and the State of Minnesota from all liability described in the paragraph above.

- (1) Workers' compensation insurance for all of its employees, and in case of any work subcontracted, will require its subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability Insurance; minimum limits as follows:
  - \$100,000 Bodily Injury by Disease per employee



- \$500,000 Bodily Injury by Disease aggregate
- \$100,000 Bodily Injury by Accident

- (2) Commercial General Liability Insurance: the Contractor will maintain insurance protecting the Contractor from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to the Contract. Minimum limits shall be:
- \$1,500,000 per occurrence
  - \$3,000,000 annual aggregate
  - \$3,000,000 annual aggregate, Products/Completed Operations

The following coverages must be included:

- Premises and Operations, Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Errors and Omissions
- Duluth Transit Authority, ATE Management of Duluth, First Transit, Inc., and the State of Minnesota shall be named as Additional Insured.

- (3) Commercial Automobile Liability Insurance: The Contractor shall be required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned vehicles which may arise from operations under the Contract, and in case any work is subcontracted, the Contractor must require the subcontractor to provide Commercial Automobile Liability insurance. Insurance minimum limits shall be \$2,000,000 per occurrence, Combined Single limit for Bodily Injury and Property Damage. Owned, Hired and Non-Owned Vehicle must also be included.

Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The DTA does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the DTA General Manager. If the Contractor desires authority from the DTA for a higher deductible

amount, the Contractor shall make such request in writing, specifying the amount of the desired deductible and provide financial documentation acceptable to the DTA General Manager from its own resources. The DTA will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

*\*An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the DTA, ATE Management, Inc., First Transit Inc. and the State of Minnesota as an additional insured.*

(4) The retroactive or prior acts date of coverage must not be after the effective date of the Contract, and the Contractor must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

(5) Additional Insurance Conditions:

i. The Contractor's policy(ies) will be primary insurance to any other valid and collectible insurance available to the DTA with respect to any claim arising out of the Contractor's performance under this Contract.

ii. If the Contractor receives a cancellation notice from an insurance carrier affording coverage herein, the Contractor agrees to notify the DTA General Manager within five business days with a copy of the cancellation notice, unless the Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the DTA.

iii. The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

iv. If the Contractor is self-insured, a Certificate of Self-Insurance must be provided to the DTA at the time of Contract execution.

v. The Contractor's policy(ies) must include legal defense fees in addition to its liability policy limits above;

b. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the DTA.

c. The DTA reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the DTA retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the DTA, and copies of policies must be submitted to the DTA upon request by the DTA General Manager

Contractor agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, the City of Duluth, and their respective agencies which are applicable to its activities under this Agreement, along with the rules and requirements of the DTA as they apply to the facilities under management by Contractor.

**ARTICLE 14 INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the Parties hereto or of constituting the Contractor as an agent, representative or employee of the DTA for any purpose or in any manner whatsoever. Contractor and any officers or employees thereof shall not be considered an employee of the DTA, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Contractor arising out of employment or alleged employment. Without limitation, claims of discrimination against the DTA, its officers, agents, contractors and employees shall in no way be the responsibility of the DTA. Contractor and its officers, agents, contractors and employees shall not be entitled to any compensation rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, the DTA shall not in any way, be responsible to defend, indemnify or save harmless Contractor from liability or judgments arising out of the intentional or negligent acts or omissions of Contractor or any team member while performing the work specified by this Contract.

**ARTICLE 15 RIGHTS AND REMEDIES**

The duties and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of the DTA to act shall in no way constitute a waiver of any right or duty afforded to it under the Contract, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this Contract, except as may be specifically agreed to by the DTA.

**ARTICLE 16 DELAYS**

Contractor shall notify DTA in writing of any delays, including all relevant details, immediately upon encountering any difficulties which threaten to delay the timely performance of this Contract, and may at that time or subsequently request an extension of the delivery date or schedule. However, such notification or request or acceptance of delinquent equipment shall not constitute acceptance of the delay, or request for extension, without written acceptance by DTA as a change in the Contract.

**ARTICLE 17 CIVIL RIGHTS ASSURANCES**

Contractor, for itself and its officers, agents, servants and employees, as part of this consideration of this Contract, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability, shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Contract.
- B. That all activities conducted pursuant to this Contract shall be conducted in accordance with the Minnesota Human Rights Act of 1974 as amended (Chapter

363), Title 7 of the U.S. Code, and any other regulations and executive orders which may be affected with regard hereto.

ARTICLE 18 STATE, FEDERAL, OSHA SAFETY REQUIREMENTS

All work performed under this Contract shall confirm to all latest local, state and federal safety requirements, and shall, in all cases, meet OSHA requirements. It shall be the Contractor's responsibility to ensure complete compliance with these requirements.

ARTICLE 19 FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the Contract and without the fault and negligence of the Contractor. Such causes must be clearly documented to the satisfaction of the DTA General Manager, and may include, but are not restricted to Acts of God or the public enemy, acts of the U.S. Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

ARTICLE 20 NATIONAL TRANSPORTATION DATABASE REPORTING REQUIREMENTS

To maintain its status as an eligible recipient of federal transit funding, the DTA must report certain data and operating statistics to the National Transit Database (NTD). Accordingly, the reporting requirements of the NTD are incorporated in an executed Contract by this reference. The Contractor must provide monthly reporting capabilities to the DTA in compliance with the NTD line item reporting requirements, as well as calendar year-end reporting capabilities. The Contractor must provide the DTA with access to any source documents needed to meet any applicable the NTD reporting requirements.

ARTICLE 21 SEVERABILITY

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Contract.

ARTICLE 22 WAIVER

Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that nor any other provision.

ARTICLE 23 COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; by e-mail, facsimile, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the DTA and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Designation for DTA

Designation for Contractor

Carla Montgomery, Director of Finance

\_\_\_\_\_

ARTICLE 24 PROPRIETARY RIGHTS

1. The DTA acknowledges that in the course of performing the services in this Contract, the Contractor may use software and related processes, instructions, methods and

techniques that have been previously developed by the Contractor (collectively the ~~Pre-existing Materials~~, which shall include services) and that the same shall remain the sole and exclusive property of the Contractor.

2. No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to confidential information or Pre-Existing Materials. Nothing in this Contract shall be construed to grant either party any ownership or other interest in confidential information or Pre-existing Materials, except as may be provided under a license specifically applicable to such confidential information or Pre-existing Materials.
3. The provisions of this Article shall survive the termination of this Contract.

ARTICLE 25 EXTENT OF AGREEMENT

The Contract document represents the entire and integrated agreement between the DTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract documents may be amended only by written instrument signed by both DTA and Contractor.

ARTICLE 26 GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the applicable laws of the City of Duluth and State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in the court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

ARTICLE 27 CANCELLATION

The DTA shall have the right to cancel this Contract if the DTA's governing body does not appropriate moneys to the department or agency in an amount equal to the cost of this Contract.

This Contract entered into as of the day and year first written above.

Duluth Transit Authority

Contractor:

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Its \_\_\_\_\_

**PROPOSAL SHEETS**

**AUTOMATED FARE COLLECTION SYSTEM  
and ELECTRONIC TICKETING SYSTEM  
OPTION**

**April 17, 2019**

## Section 4                      FORMAL PROPOSAL SHEET

NOTE: All Proposals must be written, signed and transmitted in a sealed envelope, plainly marked with Proposal number, subject matter and opening date. **Return one copy of the Proposal with Descriptive Literature and one electronic copy on jump drive or disc.**

**PROPOSAL GUARANTEE REQUIREMENTS: Not Required.**

Proposals: ALL fees, delivery, and installation must be included. TAX: Federal Excise Tax Exemption Account No. 41740056K; The DTA is State and City Tax Exempted.

ITEM	QTY	UNIT PRICE	EXTENSION
Faring Equipment Including licenses			
Fareboxes Tall			
Fareboxes Low Profile			
Spare Farebox for Training			
Farebox Removal and Disposal Costs			
Removal			
Disposal			
Trade-in credit (per farebox)			
Vaulting Equipment			
Smart Vault Receiver			
Vault Bins			
Portable Vault			
Fare Media Customer Service Terminals			
Ticket Vending Machine (TVM)			
Point of Sale			
Other (as applicable)			
Spare Parts, Testing and Specialized Tools			
Spare Parts – Inventory (Itemized)			
Specialized Tools, Test Bench			
Other (as applicable)			
Software			
System Software - Capital Cost			
Central System - Computer Hardware and associated Software			
Software Customization			
Services Costs			
Implementation			
Onsite Training			
Shipping			
Travel			

Initial Media Consumables			
PVC Smart Cards			
Single Use Paper Tickets transfers/day passes			
Single Use Paper Smart Cards			

Optional Items			
Wireless Access Points for Garage			
Wireless Access Points Installation			
Credit Card purchases for TVM			
On-premise vs Cloud			
Sub Total Optional Items			
Annual Warranty Costs - following end of 2-year warranty			
Year 1 Warranty Costs			
Year 2 Warranty Costs			
Year 3 Warranty Costs			
Year 4 Warranty Costs			
Year 5 Warranty Costs			

<b>OPTION: ELECTRONIC FARE TICKETING SYSTEM</b>			
Optional Items			
Hardware			
Software			
Other			

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

CITY STATE ZIP CODE

By: \_\_\_\_\_  
(PRINT NAME) TITLE

Signature \_\_\_\_\_

Addendum Acknowledgment  
Number Date Recd

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ PHONE NO.



4.1. **Proof of Responsibility Statement**

The Duluth Transit Authority requires anyone submitting a bid or proposal to complete a sworn statement consisting of information relating to their capacity to complete the work requested, including financial stability, equipment, experience in the work prescribed, etc. If the Duluth Transit Authority is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information. Attach separate sheets as necessary.

Statement of Bidder Qualifications and Responsibility

1. Name of Bidder or Proposer: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Legal form of company (partnership, corporation, joint venture, etc.) \_\_\_\_\_  
(If a joint venture, identify the members of the joint venture and provide all information required in this section for each member.)
4. When Organized: \_\_\_\_\_
5. Where Incorporated (as applicable): \_\_\_\_\_
6. How many years has the firm or organization been engaged in the contracting business under the present firm name? \_\_\_\_\_

Questions 7-13: If the answer is ~~Yes~~ please provide details in a separate attachment.

7. Have you ever failed to complete any work awarded to you? No \_\_\_ Yes \_\_\_
8. Have you ever defaulted on a contract? No \_\_\_ Yes \_\_\_
9. Have you ever been sued for services you provided? No \_\_\_ Yes \_\_\_
10. Has your firm been charged with or convicted of, a violation of a wage schedule?  
No \_\_\_ Yes \_\_\_
11. Does your organization possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform? No \_\_\_  
Yes \_\_\_
12. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years? No \_\_\_ Yes \_\_\_
13. Is your firm or organization a part of a multi-entity corporation, a wholly-owned subsidiary, or more than 51% owned by another firm or organization? No \_\_\_ Yes \_\_\_ If yes, provide documentation on the parent organization, audited statements of financial standing, working capital financing, authorization to enter into contracts, and other proof of responsibility.
14. Does your firm have experience in similar type of projects or work, and have sufficient equipment, personnel, expertise, and financial reserves to perform the work successfully?  
No \_\_\_ Yes \_\_\_ (If no, please explain on a separate sheet. If yes, please provide the names and contact information of three (3) references.)
15. Has your firm or organization been a debtor in a bankruptcy proceeding in the last ten years?  
No \_\_\_ Yes \_\_\_ If yes, on a separate sheet of paper titled ~~B~~ Bankruptcy Information+, state date, court of jurisdiction, amount of liabilities and amount of assets.

16. List the average range of annual gross receipts of the firm or organization for the past three years:

- |  |   |
|--|---|
| <input type="checkbox"/> Less than \$500,000                   | <input type="checkbox"/> \$500,000 to \$1 million             |
| <input type="checkbox"/> between \$1 million and \$5 million   | <input type="checkbox"/> between \$5 million and \$10 million |
| <input type="checkbox"/> between \$10 million and \$15 million | <input type="checkbox"/> above \$15 million                   |

17. Identify any conditions (e.g., pending litigation, planned office closures, impending merger, etc.) that may impede the proposed firm or organization's ability to complete the work.

18. Please provide a Proof of Responsibility Statement for each subcontractor or supplier providing goods or services in excess of fifty thousand dollars (\$50,000.00) listed in the bid or proposal.

Warranty:

The Contractor,

- (i) if it is a corporation, is duly incorporated, organized, validly existing and in good standing as a corporation under of the laws of the jurisdiction of its incorporation;
- (ii) if it is a partnership, non-profit organization, individual or sole proprietorship, is duly organized and validly existing under the laws of the jurisdiction in which it was organized;
- (iii) is duly qualified and in good standing under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and
- (iv) has the power and legal right to conduct the business in which it is currently engaged and
- (v) attests that the execution, delivery and performance of the Contract does not and will not violate any provision of any applicable existing law, regulation or of any order, judgment, award or decree of any court or government applicable to the Contractor or the charter or by-laws of the Contractor or any mortgage, indenture, or other obligation.

Signed:

\_\_\_\_\_

Title \_\_\_\_\_

**4.2. Small or Disadvantaged Business Enterprise, Veteran-owned Business  
(including Service Disabled Veteran Business Enterprises)**

1. Is the Contractor's firm or organization registered as a Small Business under the Small Business Administration's 8(a) Business Development Program, HUBZone business, or other development program through the SBA? No \_\_\_\_ Yes \_\_\_\_ (If yes, please provide a copy of the registration.)
2. Is the Contractor's firm or organization certified or registered as a Small Business, a Disadvantaged Business Enterprise, or a Veteran-owned business (including Service-Disabled Veteran-owned business) by a government agency authorized to certify or register the above noted entities?

No \_\_\_\_ Yes \_\_\_\_ (If yes, please provide details and copies of the applicable registration or certification.)

The Contractor agrees to take all necessary steps to ensure that DBEs have the opportunity to compete for and perform work under this Contract.

The Contractor or Subcontractor shall not discriminate on basis of race, color, national origin or gender in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the DTA deems appropriate.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

\_\_\_\_\_

Title \_\_\_\_\_

### 4.3. Subcontractors and Suppliers Listing

List each subcontractor and/or supplier included in the bid or proposal. Include a Proof of Responsibility Statement for each subcontractor (of any tier) or supplier proposing to provide services or goods in excess of fifty thousand dollars (\$50,000. 00.)

Subcontractors or Suppliers that are registered or certified S/DBEs must provide proof and the name of the certifying agency **prior to commencing work.**

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Type of work: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Supplier: \_\_\_\_\_ Type of supply: \_\_\_\_\_  
S/DBE or Veteran owned? \_\_\_\_\_

Changes to this list must be in writing and approved by the Duluth Transit Authority **prior to the commencement of subcontractor or supplier's work.**

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**Section 5**

**REQUIRED CERTIFICATES**

**A. AFFIDAVIT OF NONCOLUSION**

Certificate

I hereby swear (or affirm) under penalty of perjury:

1. That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation, have authority to sign on its behalf (if the proposer is a corporation);
1. That the attached Proposal or Proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to Proposal, designed to limit independent proposing or competition;
3. That the contents of the Proposal or Proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the Proposal or Proposals, and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Additionally;

The \_\_\_\_\_ hereby certifies it is /is not (circle one)  
Company Name

included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standards provisions.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Certificate B. **DEBARRED BIDDERS**

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 Duluth Transit Authority. If it is later determined by the Duluth Transit Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Duluth Transit Authority, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
20\_\_

My Commission Expires \_\_\_\_\_,

**CERTIFICATE C BUY AMERICA REQUIREMENTS**

Proposals or Offers not accompanied by a completed Buy America certification will be rejected as nonresponsive. Complete only one certification, Certificate of Compliance or Certificate of Non-Compliance with Buy America Requirements.

*Certificate of Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date:

---

Signature:

---

Company:

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Name:

---

Title:

---

*Certificate of Non-Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date:

---

Signature:

---

Company:

---

Name:

---

Title:

---

CERTIFICATE D. **ANTI-LOBBYING DISCLOSURE**

APPENDIX A, 49 CFR PART 20. CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
***(To be submitted with each bid or offer exceeding \$100,000)***

The undersigned certifies, to the best of his or 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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 subrecipients 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 certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

\_\_\_\_\_  
Authorized Official Signature of Contractor's

\_\_\_\_\_  
Authorized Official Name and Title of Contractor's

\_\_\_\_\_  
Date



**Certificate E. COMPLIANCE WITH SPECIFICATIONS**

The proposer hereby states that it will comply with the technical specifications issued by the Duluth Transit Authority in all areas except those where approved equals were granted by the purchaser (s).

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

## Certificate F Code of Ethics and Organizational Conflict of Interest

The respondent hereby states that it has read and will comply the DTA's Vendor Code of Ethics and Organizational Conflict of Interest (both on the DTA website) as well as the applicable Federal Clauses and Requirements contained herein.

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

# **Technical Specifications Automated Fare Collection System**

## SECTION 6            **Technical Specifications** **Automated Fare Collection System**

### **1. BACKGROUND**

#### **A. PURPOSE:**

1. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to replace the DTA's aging fare collection/sales system with a modern, state-of-the-art technology validating electronic Automatic Fare Collection (AFC) system, and to provide support, additional equipment, services and maintenance on an as needed basis throughout the useful life of the system. The selected Vendor must furnish, install, test and deliver into service a complete AFC system meeting the requirements herein.

2. The DTA is also evaluating potential software and hardware that can support electronic ticketing via mobile devices as an option to this RFP. Prospective respondents may respond to either the Automated Farebox, the Electronic Payment System, or both. The costs for the Electronic Payment System must be listed and invoiced separately from the AFC system due to separate funding sources.

3. The primary objective of this RFP is to procure the AFC system; the DTA may elect to add the electronic ticketing option to the same or a different AFC vendor, or neither, at its sole discretion.

#### **B. OBJECTIVE:**

1. The objectives of the AFC system are to provide a state-of-the-art, open access, user-friendly, fare collection/sales system that can accept currency, convenience passes, transfer tickets, and smart cards. The AFC system shall maximize:

- " Ease of use for riders
- " Ease of operation for drivers
- " Ease of accounting and reporting for administrative staff
- " Ease of maintenance for support staff

#### **C. PROPOSAL CONTENTS**

1. Proposers are encouraged to submit proposals based on a farebox configuration which supports not just the validation and collection of cash, but can support multiple types of Smart Card Technology, Validation of an Electronic Fare Ticket, the use of low cost paper media, and the use of Barcoded and/or QR coded media without the need for adding additional farebox hardware or software (H/W/SW+).

Hardware designs that allow wireless updates to components parts and firmware is preferred.

2. Systems must be able to read and accept third-party (non-agency) barcoded or QR coded media, e.g. employee badges or school badges where the third party allows access to the definition of data format encoding. The Proposed system **must** accept HID fare media.

#### **D. SYSTEM BACKGROUND:**

1. DTA provides fixed route transit service for the City of Duluth and Proctor MN, Superior WI, and surrounding areas. DTA currently has 23 bus routes utilizing 66 buses and 2 Trolleys. DTA fare sales are currently limited to exact on-board fare, which provides customers with a single ride or a daily pass respectively, or pre-paid monthly passes purchased in (5) locations: Downtown Transit Center, DTA Main Customer Service office, and our 3 Ticket Vending Locations (TVM) locations. Several of DTA's Odyssey fareboxes and associated fare system components are currently 13 years old and lack many modern features that would be beneficial to DTA's operations. Additionally, as the components continue to age, maintenance demands and associated costs are increasing. As a result, DTA is pursuing modernization to its fare collection/sales system processes to incorporate the newest technologies and position the DTA AFC platform for future technology enhancements as they come available. The project is to be implemented in two phases, one to replace the hardware and update software to support our current fare payment policy, and implement a second phase to an account-based system that is integrated into a centralized, enterprise account-based system.

2. The priorities for the new AFC system are as follows:

- a. An updated Central Management and Reporting System that can gather and report data based on DTA parameters, including separate reporting for Minnesota and Wisconsin.
- b. Universal acceptance of all forms of farebox media designated by the DTA to enable employers to use employee ID badges for transit fares.
- c. Reliable hardware that can withstand a demanding transit environment, is easy to maintain and will have spare parts available for the life of the system.
- d. Software that is intuitive and includes built in systems for self-monitoring. The software must integrate with the DTA Operating system, TransitMaster from Trapeze.
- e. A system that will be fully supported for a minimum period of 12 years. Software updates are easily installed and reasonably priced.
- f. The system uses industry standard, off the shelf components wherever possible.
- g. Has the ability to add an account-based system that will not be activated in the first phase, but in the future can be integrated into a centralized, enterprise account-based system that will consolidate customer information and provide financial reconciliation from all Fare Collection sub-components.
- h. The ability to add new capabilities at the DTA's discretion, including a back Central Management and Reporting System (CMRS) structure that can accommodate future mobile payments and/or electronic payments at the DTA's discretion.

#### **E. PREPROPOSAL CONFERENCE:**

1. The DTA will hold a preproposal conference at **10:00 a.m. on Wednesday, May 1, 2019**. Attendance is not mandatory but strongly encouraged. A conference line will be made available for interested parties who are unable to attend in person. Contact the DTA at 218-623-4329 or [nbrown@duluthtransit.com](mailto:nbrown@duluthtransit.com) for call-in instructions.

**F. CURRENT FARE COLLECTION SYSTEM**

1. DTA currently uses GFI Odyssey fareboxes and has a Revenue Collection System and a Stationary Vault for revenue collection. The existing system supports 78 revenue vehicles, and has two separate reporting systems for sales and ridership on two separate databases. There are three print encoding machines for booth sales, and three ticket vending machines for customer sales.

2. The two separate reporting systems for sales and ridership are not sufficient for DTA reporting requirements to government oversight agencies. All Proposed systems must be able to integrate the reporting systems and databases into one comprehensive system capable of separating data by DTA selected parameters, including sales and ridership by location. This capability must be clearly demonstrated by the Proposer in the evaluation of this RFP.

3. The system environment for the farebox system includes:

<b>The Duluth Transit Authority Current Fare Collection System Environment</b>		
Type	Description/Part	Quantity
<b>SPX</b>	<b>Data System Server</b>	
	<b>Receivers</b>	
	<b>Mobile Bin</b>	
	<b>Active Probes</b>	
	<b>Spare Probes</b>	
	<b>Vault House</b>	
	<b>Vault Communication Box</b>	
	<b>Probe Communication Box</b>	
<b>Odyssey</b>	<b>Training Fare Box</b>	
	<b>Mobile Receiver</b>	
	<b>Portable Data Unit</b>	
	<b>Printer/Encoder Machine</b>	<b>3</b>
	<b>Vendstar Information Processor-Sales Reporting</b>	<b>1</b>
<b>Odyssey</b>	<b>Fareboxes</b>	<b>77</b>
<b>SPX</b>	<b>Ticket Vending Machines</b>	<b>3</b>
	<b>Bill Counter</b>	<b>1</b>
	<b>Coin Sorter and Counter</b>	<b>1</b>
	<b>Spare Parts</b>	
	<b>Proximity Stock</b>	
	<b>Card Stock</b>	

4. The approximate quantities of fareboxes would be one for each vehicle in the fleet. Actual quantities negotiated will depend on availability of funding. The Contractor shall provide sufficient inventory for a full and complete deployment.

5. DTA's current fleet inventory is as follows:

<b>The Duluth Transit Authority Bus Fleet</b>		
<b>Bus Type</b>	<b>Age of Bus</b>	<b>Quantity</b>
35' Gillig	2004	1
40' Gillig	2006	8
35' Gillig	2007	2
35' Gillig Hybrid	2007	2
35' Gillig	2008	2
40' Gillig	2009	4
40' Gillig Hybrid	2009	4
40' Gillig	2010	10
40' Gillig	2013	9
40' Gillig	2014	10
40' Gillig	2016	6
40' Gillig	2018	10
40' Proterra	2018	7
Hometown Trolley	2018	1
Chance Trolley	2002	2

## G. GENERAL TECHNICAL REQUIREMENTS

1. The following technical requirements have been developed as a minimum standard for the purpose of procuring new automatic fare collection/sale equipment for the Duluth Transit Authority (DTA).
2. All items not specifically mentioned which are required for a complete unit shall be included in the proposed unit price. Proposers must include pricing for all components of the system. Onboard equipment shall include an electronic validating farebox, integrated optical processor, integrated smartmedia processor, Operator control unit, smart ticket dispenser. The system must also be able to communicate to the Central Management and Reporting System in real time using a communication router or mobile network.
3. The AFC system must be able to adapt to commonly used fare media over the service life of the equipment.
4. It is preferred that the Central Management and Reporting System (CMRS) be web-based and operate on standard Microsoft SQL servers in a virtualized environment. Storage and virtual machine requirements suitable to retain six (6) years of history must be included in the Proposal submittal.
5. The Proposed system must be capable of meeting all current DTA operational requirements-number of bills handled, transactions, etc.- as well as scalable to meet future operational requirements over the expected service life of not less than twelve (12) years (so long as the DTA has kept current with a preventative maintenance plan and software upgrades.)
6. The Proposed AFC fareboxes must use the same footprint in the bus as the current Odyssey fareboxes. No structural changes or changes to the wiring harness configuration to the buses will be permitted to attach new fareboxes to the vehicle.
7. The DTA prefers a farebox that includes self-diagnostic capabilities. For purposes of this RFP, self-diagnosing means the ability of the AFC system to report errors and alert users that allows DTA personnel to make early, accurate and informed decisions on the serviceability of any farebox.
8. An AFC system that enables DTA staff to defer service or repairs of a malfunctioning farebox to the end of the scheduled route is desirable. Deferred servicing means that buses can keep running and reliably collect fares until it is convenient for maintenance personnel to schedule diagnosis, replacement or repairs.
9. Any equipment to be furnished must be new and in current production and identical in design and operation. All products shall conform in design, strength, quality of material and workmanship to current industry standards.
10. DTA currently does not have a wireless system that the new AFC could use, but prefers a farebox system that can be upgraded to wireless in the future.
11. The proposed AFC system and Ticket Vending Machines must support all types of fare payment media, limited use media, multi-use smart cards, contactless media and



electronic tickets purchased from a website or mobile app. The DTA will determine what type(s) of fare media will be activated after selection of the new AFC system.

12. The AFC system **MUST** integrate with other onboard system equipment. The DTA uses TransitMaster from Trapeze for Computer Aided Dispatch/Automatic Vehicle Location. The onboard system uses single point sign in, GPS location data by stop, route, bus number, time, route name number, segmenting (serving two states), etc.

Respondents shall detail their integration capabilities. Verification of this requirement will be a material consideration for award.

13. A guiding principle for the AFC system is ease of use and access for drivers, riders, and maintenance and administrative support personnel. The design of all displays, buttons, touch screens and other human-computer interface elements will be evaluated.

14. The DTA issues paper transfers to passengers changing buses. The transfer system must be consistently reliable and use individual card stock. No roll card stock will be accepted.

15. Proposers must provide a detailed response Contactless and Limited-Use smart card processing capabilities of the Proposed AFC system.

16. Drivers have final decision making authority over what constitutes an authorized fare or transfer. All fare media must be human-readable to support this operational policy.

17. The AFC system should reduce the driver's workload and shall not impose additional demands.

18. The DTA prefers an AFC system that can use open source fare media as opposed to proprietary physical fare media that cannot be ordered from third party providers.

19. The AFC must be capable of interfacing with mobile app providers without requiring additional hardware or licensing agreements.

20. Upon implementation of electronic fare payment, the AFC system must be able to be upgraded to new smart devices used by customers without requiring additional licenses or hardware unless otherwise approved by the DTA. Backward compatibility with existing mobile devices is required.

21. The DTA reserves the right to negotiate terms of the maintenance agreement, if any, prior to finalizing the Agreement.

22. The DTA reserves the right to determine whether the scope of the Project will be implemented entirely as described in this RFP, a portion of the scope or that a revised scope may be implemented.

23. This RFP includes a ~~Blackout~~ Blackout Period between the time submittals are due and the time the DTA awards a Contract (if any). During this Blackout Period, any attempt to influence the thinking of DTA staff or officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, facsimile, telephone or electronic mail or by any other means of communication, may result in disqualification of their award and/or Contract. This does not apply to pre-solicitation conferences, oral

presentations before the selection committee, contract negotiations or communications with staff not concerning this solicitation.

24. News releases pertaining to this Project shall not be made without prior approval from the DTA General Manager.

25. All design, materials and workmanship shall be in accordance with the best current practices in the industry, and materials provided under this RFP shall at all times and place be subject to the inspection of the DTA. Should they fail to meet the approval of the DTA Project Manager, the design, materials and workmanship shall be promptly made good, replaced or corrected, as the case may be, by the Vendor at the Vendor's sole expense.

26. Respondents shall identify their Project Manager proposed for this project at the time of submittal. No substitution of the selected Vendor's Project Manager shall be made without the DTA Project Manager's approval. Thereafter, changes in the Project Manager must be mutually agreed upon by the DTA and the Vendor.

27. The DTA's designated Project Manager is the Director of Finance or designee (DTA Project Manager). The selected Vendor shall provide written Project updates to the DTA Project Manager at least monthly, or at more frequent intervals, upon request by the DTA Project Manager.

28. There will be no deviation from the requirements in this RFP except those which are specifically listed as deviations by the DTA or deviations on the selected Vendor's Proposal and which are expressly approved as part of the DTA's acceptance of the Proposal. Minor deviations of these provisions may be approved at the sole discretion of the DTA Project Manager, and only if in the opinion of the DTA Project Manager, they do not adversely affect the integrity, intended use, or life of the AFC system or any of its parts. All proposed minor deviations will clearly indicate that the Proposal may be accepted only with such deviation. The DTA reserves the absolute right, in its sole discretion, to accept that Proposal, which under all circumstances will best serve the DTA's needs.

29. The conversion from the old reporting system to a new reporting system should be on the first day of the month. The selected Vendor is not responsible for backwards reporting to the legacy system.

30. Award of this Contract is subject to the approval of the DTA Board of Directors.

## **H. OPEN STANDARDS AND ARCHITECTURE**

1. The Proposed system must be based on an open standards and architecture based, is modular and allows for comprehensive integration capabilities with other vendors to integrate into the AFC system. The platform will be designed to add services on a continual basis which shall be achievable by establishing and using open protocols and allowing DTA and/or its chosen partners/vendors to access the AFC system data at no additional charge.

2. Proposal submittals must include detailed definition of the APIs and other interfaces that will be provided, including those that can be used for electronic fare payment.

3. Interoperability. The AFC system architecture shall be based on standards needed to provide a sound foundation for system interoperability (interfaces, products, etc.) Using standard interfaces will provide for future partnerships and interchangeability of devices from different manufacturers.

4. The open nature and structure of the AFC system architecture and use of standard compliant components will allow improved integration of different agencies, and will permit effective information sharing, enhanced reporting and more efficient use of resources as well as enable seamless services across agency lines.

## **I. RIGHTS IN DATA**

1. The DTA shall maintain ownership of all data, formatting scripts, design templates and domain where they are not already an open source product. A list of all source materials used must be included with the Proposal, and will include freeware and shareware scripts along with accurate links to those authors and to locations within the AFC where that source material is utilized. Please describe the purchase and/or licensing options offered for rights to data, scripts, underlying tools, HTML, design templates, etc. for the benefit of the DTA.

## **J. SOFTWARE LICENSES**

1. The DTA reserves the right to negotiate terms of the software license prior to finalizing the Contract. Software License fees applicable to the Project shall be indefinite with no yearly fees.

2. The Proposer shall fully explain any software licenses required for the purchase and operation of any part of the AFC system for a period of five years after implementation.

## **K. UPGRADES, MAINTENANCE FEES**

1. The DTA reserves the right to negotiate terms of the maintenance agreement prior to finalizing the Contract. The Proposer shall fully explain all maintenance costs, including yearly fees for a period of five years, upgrades, etc. at the time of Proposal.

2. The Proposed AFC system should have a future upgrade path for software and hardware for a minimum of 12 years. The selected Vendor shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily available peripheral hardware.

3. The Contractor shall provide bug fixes, corrections, modifications, enhancements, upgrades and new releases to the AFC system to ensure functionality, and meet the DTA's operational needs. The AFC system must work with the then current version and three prior versions of Internet Explorer, Mozilla, Firefox and Google Chrome Internet browsers.

4. The DTA Project Manager must be notified in writing at least thirty (30) days in advance of upgrades that require updated software, hardware, higher speed connectivity, etc.

5. The Cost Proposal shall include all planned software and hardware upgrades for a period of two (2) years after project commencement. There shall be no extra charges to the DTA for upgrades during the first two years of AFC implementation.

6. No additional charges, fees, costs or expenses shall be charged to the DTA for changes to the hardware or software that were not disclosed to the DTA prior to award of the Project for the criteria presented herein. The selected Vendor shall comply with its own representations as to the functionality of the software provided in conformance with the Proposal and covenants herein.

7. Customizations shall be provided by the selected Vendor to enable use of the AFC, provided the Vendor includes the cost of for such customizations prior to acceptance of the Vendor's Proposal and said costs.

#### **L. CLOUD BASED SOLUTIONS**

1. The DTA prefers that the CMRS be web-based and operate on standard Microsoft SQL servers in a virtualized environment. However, Proposers with a Cloud-based system are not prohibited from submitting a Proposal that meets or exceeds the specifications herein. For Cloud-Based systems, the method and means of providing the AFC shall be under exclusive control, management and supervision of the selected Vendor in compliance with the specifications herein. Except as otherwise agreed to, the services provided in the AFC shall be provided solely within the continental United States and on computing and data storage devices residing therein.

2. Where the AFC or any web services associated with the selected Vendor contains offensive content or portrays the DTA in a disparaging way, as solely determined by the DTA General Manager, the Vendor shall immediately remove the offensive or disparaging content and the DTA shall have the right, at the DTA General Manager's sole discretion, to either immediately terminate the services and be entitled to the return of any prepaid fees as liquidated damages and not as a penalty, or obtain or retain, as the case may be, all fees paid or payable for the then current term, as liquidated damages and not as a penalty, associated with any services corresponding to the offending or disparaging content.

3. Storage. The Proposal shall include the applicable allocation of base data storage to support the AFC. The selected Vendor shall immediately notify the DTA when the DTA has reached eighty percent (80%) of the DTA's then current data storage maximum (if applicable.) Within five (5) calendar days of the DTA's request, the selected Vendor shall make additional storage available at rates not greater than those preferred rates provided to other users similar in size and scope.

#### **M. CASH HANDLING AND SECURITY**

1. Secure cash handling by the AFC system is of paramount importance to the agency. Solutions that include extra hardware and/or software security design features should detail the features for evaluation.

2. A cashbox system that does not require the cashbox to be inverted during the vaulting process is preferred, to protect the health and safety of employees tasked with vaulting the cashbox.

## N. CENTRAL MANAGEMENT AND REPORTING SYSTEM (CMRS)

1. The DTA is planning to launch a new website in mid-2019 and is preparing for the launch of a mobile app thereafter. Neither of these systems will have electronic fare ticket capabilities at the time they are launched, but the DTA may elect to sell electronic tickets in future upgrades on both sites. The CMRS is the system software and major components of the AFC system, and of primary consideration in this Farebox Request for Proposals. The CMRS and its subsystems must be designed as a set of scalable systems that can collect and report present and future needs of the DTA in the overall system architecture, including possible electronic ticket sales on the DTA website and mobile app.
2. The DTA prefers a CMRS that is web-based and operate on standard Microsoft SQL servers in a virtualized environment. Storage and virtual machine requirements suitable to retain six (6) years of history must be included in the Proposal.
3. All CMRS components must be compatible with current DTA network/equipment, including the console, keyboard and accessories. All system components must maintain backwards compatibility for the life of the system.
4. All data shall be protected from loss, unauthorized modification, and or/disclosure will maintained on the CMRS system.
5. Access to servers shall be password protected.
6. The CMRS must provide automatic monitoring and control of all devices connected to the CMRS network. Future capabilities include providing a seamless interface with the DTA website to track and report web ticket purchases, reloading smart cards, barcode media and account registration. Self-service functionality for customers to perform transactions related to their account and look up of historical transactions is required.
7. The AFC system **must** have reporting capabilities to support reports for two separate states in the DTA system. Ability to provide the necessary reporting requirements will be a material consideration for award.
8. The Proposer shall be responsible for designing, testing and certifying Payment Card Industry (PCI) Data Security Standards compliance for any equipment and interfaces that connect between the CMRS, payment hub (as applicable), and the clearing house of the financial institution. Certification of compliance is a condition of final payment. The Proposer shall provide all hardware and software for encrypting and transmitting credit/debit card data. This will be required for verification of credit/debit card legitimacy and customer fund availability. Velocity controls must be in place to protect the DTA and customers from fraudulent activities.
9. DTA currently has a bad list+ program for lost/stolen passes. Reporting and suspension of passes must be a streamlined procedure that allows for multiple search capabilities, including by pass number or customer name (as applicable), and provide easily accessed reports of bad listed passes, date and time it was listed, and current status.

10. The DTA is requiring a secure, wireless data transfer process or approved equal. The data transfer probing process should maximize convenience and reliability while minimizing labor and time required for accomplishing this key task.

11. The data collected and stored by the AFC must be able to be recorded on an individual transaction level, including:

- "Cash payments
- "Non-cash (electronic) payments
- "Location of the sale (vehicle, farebox, TVM)
- "Farebox sales must be capable of reporting route, run block, fare type
- "Change provided as a Store Value Card
- "Operator Log-on and Log off
- "Fare category (youth, special)
- "Pass type (31-day pass, etc.)
- "Security events
- "Ad hoc reporting as defined by DTA users

12. The CMRS shall have robust security measures to prevent unauthorized transactions, including password encryption, data protection for sales and transactions and vault contents that are not alterable.

13. The CMRS shall include provisions for a Clearinghouse for electronic transactions. The Clearinghouse shall provide the capability to calculate, allocate, reconcile and settle all revenue transactions processed for the DTA.

14. The selected Vendor shall install the CMRS software at least two (2) weeks in advance of the farebox installations in the vehicles. The Vendor shall use existing AC power at the DTA Operations Center. If it is determined that existing power is not sufficient, the DTA will be responsible for providing proper electrical service in accordance with state and local regulations. Electric upgrades will be done at the DTA's expense.

15. The CMRS Training shall include all operating systems, communication environment, system protocols, program logic required to support the CMRS configuration, operation and maintenance.

16. Functional operations training shall be conducted to familiarize personnel with the CMRS functions, including network communications, interfaces, application structure, data sorts and database management, report generation, file management, back up and restoration procedures, fare tables and fare collection management, smart media and barcode media generation, bad lists, etc.

## O. INSTALLATION PLAN, DISPOSITION OF OLD FARE COLLECTION SYSTEM AND EQUIPMENT

1. The successful Vendor shall provide a separate price to remove the existing fare collection system. Storage of the existing fare collection equipment is the responsibility of DTA until it is released for sale or disposal. Respondents shall include a trade-in allowance amount in their Cost Proposal for receipt and disposal of the fareboxes and ticket vending machine(s). It shall be at the DTA's sole discretion to accept or reject the trade-in allowance.
2. The DTA may, at their sole discretion, elect to remove the existing equipment or hire a third party to remove it. The existing fare collection equipment will be retained by DTA after their removal from the vehicles. Upon acceptance of the new equipment, the DTA may release the equipment to the selected vendor in return for the trade-in allowance, or elect to dispose of the equipment independently.
3. If released for disposal by the Contractor, the selected Contractor shall be responsible for promptly removing all equipment from the property and shall be responsible for proper disposal. The selected Contractor shall ensure no part or component of the system that may comprise installed equipment, system or operational security is made or becomes available to unauthorized personnel or organizations.
4. During the installation of the new AFC system, the existing fare collection system must remain functional until the new system has been installed, tested and accepted by the DTA Project Manager.
5. The Proposed fareboxes must use the same footprint in the bus as the current Odyssey fareboxes. No structural changes or changes to the wiring harness configuration to the buses will be permitted to attach new fareboxes to the vehicle.
6. All farebox installations shall be done at the DTA Operations Center during off-peak hours and/or on weekends, subject to the approval of the DTA Project Manager.
7. The Proposer shall provide an Installation Plan at the time of submittal for DTA review. The Installation Plan shall include the following:
  - a. Proposed work schedule
  - b. Identification of need from DTA (staging area, utility connections, etc.)
  - c. Placement diagrams for all onboard fare collection systems per vehicle model
  - d. Detailed wiring diagrams for all onboard fare collection system installations per vehicle type, including wire tabulation, locations, sizes, identification, clamping
  - e. Process for removal and disposal of old fare collection system and revenue handling equipment
  - f. Installation and acceptance of the new revenue collection system, including the Central Management and Reporting System
  - g. Installation of ticket vending machines
  - h. Modification to DTA facilities for the vault.

8. The farebox mounting shall provide a secure, maintenance free method of affixing the farebox and associated onboard fare collection system equipment to the vehicle structure by making use of existing farebox mounting/tapping plates. The design of the mounting fixtures and farebox structure shall provide lateral stability without secondary anchorage.
9. The farebox mounting configuration shall employ the use of keyed locks or locking systems to permit quick removal and replacement of equipment. The locking fixture shall be equipped with one or more high security locks to retain the farebox.
10. Proposers shall detail a specific means for the requirement by a single individual to unlock, lock, position, key, manipulate or otherwise position and connect equipment.
11. The Operator Control Unit (%OCU+) shall be mounted in the vehicle cockpit area to allow operators to comfortably observe the displays and to operate the controls from a seated position. The DTA prefers to have the OCU mounted in the same location as the existing installed vehicle equipment. When relocation is suggested or recommended, such recommendations shall be submitted for review and is subject to the DTA Project Manager's discretion.
12. Optical Processor Unit Installation. The Optical Processor Unit should be incorporated within the upper portion of the farebox; a remote installation may be approved by the DTA Project Manager provided that it does not obstruct passenger boarding or alighting, including wheelchair users. The location shall not impede the operator's ability to operate the onboard fare collection system.
13. Optical Smartmedia Validator Installation. The Optical Smartmedia Validator shall be installed in proximity of the front door so customers may easily validate the required fares. The installation shall meet all applicable ADA provisions and not obstruct boarding or alighting customers, including wheelchair users.
14. Point of Sale (%POS+) Installation. The POS device shall be installed at DTA designated facilities. The selected Vendor shall make all connections to power and communications, and route all cables neatly out of the way.
15. Ticket Vending Machine (%TVM+) Installation. The selected Vendor shall install and set up all elements of the Ticket Vending Machine(s) at DTA designated locations. The equipment shall be secured to prevent theft or damage. The selected Vendor shall make all connections to power and communications, all connections between TVM elements, and route all cables neatly and out of the way.
16. Data Management System (DMS+) and Central Management and Reporting System Installation. The selected vendor shall install and set up the DMS and CMRS system to be fully operational upon completion. The systems shall be installed in the DTA computer room if an on-premises system is proposed and accepted. All interfaces required for communication with all Automated Fare Collection equipment shall be provided by the selected Vendor.
17. As-Builts. As-built documentation shall be provided to the DTA Project Manager that thoroughly describes the complete system installations along with related vehicle and facility modifications. The documentations shall include the following:



- a. Equipment and Hardware specifications
- b. Installation location and procedures for all hardware and software
- c. Environmental restrictions for equipment
- d. Wiring diagrams
- e. Communication network diagrams
- f. Power and utility connections
- g. Breakers and fuse tabulations along with locations
- h. System interfaces
- i. Logic diagrams
- j. Copies of all building permits and approvals

## **P. IMPLEMENTATION PLAN**

1. Upon acceptance by the DTA, the selected Vendor shall supply to the DTA Project Manager within ten (10) days of acceptance:
  - a. A work breakdown structure-a hierarchical chart showing the top-down relationship of all tasks and activities for Project completion
  - b. A Summary Project Control Chart showing all the tasks, the critical path and task dependencies
  - c. A Milestone Chart with completion dates
  - d. A work plan of specific tasks, including responsibility for each task level of effort in terms of people hours and beginning and ending dates. The Plan should also include installation, testing and acceptance plans and dates
  - e. A conversion plan that includes a description of how the system will interact with the existing processes and procedures
2. The Vendor is solely responsible for:
  - a. Conducting site surveys and prepare sites as necessary for implementation
  - b. Install the necessary hardware and software at the DTA and initialize the system
  - c. Perform the necessary tests on the system components to ensure they are functional

## **Q. ACCEPTANCE TESTING**

1. Respondents shall provide a detailed acceptance testing plan at the time of RFP submittal for review by the DTA. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within this RFP, including the requirement to meet the DTA's reporting requirements in accordance with the National Transit Database (NTD).

2. On approval of the DTA Project Manager, the acceptance test plan shall become the basis for acceptance of the functional performance of the systems in the Contract and may be used as a performance indicator for payment purposes.
3. In the event the DTA Project Manager requires a modification to the acceptance test plan during the Contract term but before final acceptance, the Contractor shall respond to the DTA's request for change in the acceptance test plan within seven (7) calendar days.
4. Initial AFC Testing. The initial testing will be used to verify that the AFC system is operating with the DTA's requirements as described in this RFP. The Contractor shall submit a system wide test plan detailing the transactions, conditions and desired results to the DTA Project Manager for approval prior to placing the AFC into a production environment. The Contractor shall make all adjustments and modifications to the AFC system to conform to the DTA's requirements herein at the Contractor's cost and expense.
5. Acceptance testing shall be conducted in accordance with the approved acceptance test plan and shall be conducted on a schedule as agreed upon by the DTA Project Manager and the Contractor. Should the DTA and the Contractor fail to agree on an acceptance testing schedule, the DTA's schedule shall prevail.
6. During the Warranty Period, the AFC shall meet the performance and reliability standards set forth in the Proposal, and all material written representations of facts set forth by the Contract or the Proposal, including facts concerning the Contractor's capabilities and personnel.
7. The DTA will withhold ten percent (10%) retainage on amounts due for installation of software and hardware until the system is fully operational and accepted by the DTA.

## **R. SPARE PARTS**

1. The Proposer shall provide, at the time of Proposal, a list of Recommended Spare Parts, recommended quantities, part numbers, a description of each module, and an itemized cost for each recommended item.
2. Recommended spare parts shall include life expectancies for spare parts planning and budgeting requirements
3. The Spare Parts shall be modular to allow simple parts to be repaired in the field by maintenance staff.
4. Proposers shall provide an anticipated farebox component reliability threshold (e.g. components shall meet a 98% reliability performance threshold for the life of the farebox) at the time of Proposal. If the farebox failure rate exceeds Vendor's projections due to normal wear and tear and not a result of DTA neglect, Contractor shall supply replacement parts at no additional cost to the DTA.

## **S. TEST EQUIPMENT, TRAINING EQUIPMENT, USER TRAINING**

1. The Proposer shall include as a separate cost in the Proposal a test bench to service fareboxes. The test bench shall include maintenance test stands to permit testing of all farebox components, including wiring harnesses, plug in receptacles for all modules including the coin mechanism, bill transport, barcode reader and smart card reader.
2. The Proposer shall supply all specialized test equipment or tools that may be required to maintain or repair the AFC system. A separate itemized cost for this equipment shall be supplied at the time of Proposal.
3. All test equipment shall be sufficient to conduct comprehensive in-house testing and repairs over the entire service life of the AFC system.
4. The Contractor shall provide equipment for training at the DTA Operations Center. Training equipment shall include:
  - a. One electronic validating farebox with cashbox
  - b. Integrated Optical Processor Unit and Smart Media Processor Unit
  - c. One Operator Control Unit
  - d. Training manuals for installation, operation and maintenance of the fareboxes and associated equipment.
5. The Proposer shall submit at the time of Proposal a Training Plan that includes onsite training for each designated DTA personnel who will be responsible for operating the AFC equipment, and shall train additional users in the proper operations and maintenance of the AFC equipment.

## **T. DISASTER RECOVERY (CLOUD BASED SYSTEMS)**

1. The selected Contractor shall develop and implement a Disaster Recovery Plan for continuing Contractor and DTA operations in the event of a disaster or other unforeseen event. A copy of this Disaster Recovery Plan must be submitted to the DTA Project Manager upon request, and may be considered in the award of this Contract.

## **U. SERVICE LEVEL STANDARDS**

1. The Proposer shall provide a summary of the service level standards for the CMRS system, Ticket Vending Machines, Point of Sale Devices, fareboxes, and all other components of the system at the time of Proposal. Extended outages, interruptions or degradation of services after the AFC is implemented will not be permitted.
2. The selected Contractor shall use its best efforts to ensure that the system is fully functional and reliable at all times, force majeure events excepted. The Contractor and the DTA Project Manager shall set forth the service level standards in writing at the time of implementation of no less than 99% availability per month.
3. The DTA shall not be required to report that an outage has occurred.

4. At least once each year, or more often as may be requested by the DTA Project Manager, the DTA and the Contractor shall review the service levels for the software and the hardware, identify areas of concern and proposed remedies.

5. For any two (2) consecutive months of service that do not meet the service level standards provided and agreed to by the Contractor and the DTA Project Manager, the DTA shall be entitled to Service Level Performance Credits as a deduction from any ongoing payments to Vendor, not to exceed 1% per month. These credits are not a penalty, but rather as liquidated damages to offset DTA costs for prolonged system outages.

6. Termination for Material and Repeat Failures. The DTA shall have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this Contract and shall be entitled to a return of any prepaid fees where Contractor fails to meet the Service Level Standards to such an extent that the DTA's ability, as solely determined by the DTA General Manager, to use the AFC system is materially disrupted, force majeure events excepted, for a period of more than two (2) months.

## **V. OPTIONAL SERVICES AND EQUIPMENT**

### **1. CELLULAR COMMUNICATIONS NETWORK**

- a. Should the Proposer's system rely on commercial cellular data communications, it is the responsibility of the Proposer to prove that the commercial network being proposed will provide adequate coverage of the DTA's service area, including the most remote parts of the system.
- b. Any communication equipment provided for the AFC shall be compatible with the DTA's existing communication system.
- c. Communication costs shall be included in the Proposer's unit pricing, but shall be accounted for separately as a line item. It is the Proposer's responsibility to provide the basis for the commercial carrier's airtime charges and fees.

### **2. ADDITIONAL FAREBOXES**

- a. Pricing for additional fareboxes for up to two (2) years must be provided at the time of Proposal submittal, along with pricing for other component parts and recommended spares.
- b. All items purchased under this Contract for the period of two (2) years after completion shall meet all requirements of this RFP, including technical specifications, as though purchased under the initial award of this Contract.

## Section 7. REQUIRED SUBMITTALS

1. Respondents to this RFP should clearly mark their submittal as Automated Fare Collection System and submit one (1) unbound hardcopy and one electronic copy via a jump drive by the deadline noted in the RFP.
2. Respondents must include the following:
  - a. A complete summary of the Automated Fare Collection System, including all software and hardware required to implement the system
  - b. An overview of the Proposer qualifications, key personnel, past experience, references with contract information.
  - b. A plan for integration with the Trapeze operating system, TransitMaster
  - c. An Installation Plan for the fareboxes, the vault, and any other IT hardware that may be required.
  - d. An Acceptance Testing Plan
  - e. A Training Plan
  - f. A proposed timeline for installation, Beta testing and go live
  - g. A summary of the benefits that the Automated Fare Collection system provided, i.e., increased sales, reduced cash collection, increased ridership, etc.
  - h. A list of all transit systems that have deployed the proposed Automated Fare Payment system in the past three (3) years.
  - i. Samples of reports generated from the system
  - j. A summary of the system reliability for the past three years
  - k. Complete Vendor Compliance Matrix
  - l. List of Spare Parts
  - m. Disaster Recovery Plan (Cloud solutions)
  - n. Sample Maintenance Agreement
  - o. Sample Licensing Agreement
  - p. Cellular Communications verification of service area and costs (as applicable)
  - q. Proposal Forms herein
  - r. Required Certificates herein

## Section 8. **EVALUATION CRITERIA**

1. Evaluation of the Automated Farebox Collection System shall be separate from the Electronic Fare Payment Option.
2. All proposals will be evaluated based on the technical and professional expertise and the experience of the Proposer, the submittals presented herein, the proposed method and the procedures for completion of the work, past work experience, and the cost of the proposal.
3. The DTA may request samples of the hardware and a test environment of the software for evaluation. Proposers may be requested to present their Proposed system to the Evaluation Committee in person or via electronic means. All costs to present the requested items shall be borne by the Proposer.

### A. Technological Solution 40%

1. Proposers will be evaluated on its ability to understand and meet the DTA's overall project requirements. These include resolving design, interface and ease of use issues, security and data requirements of the system and technical understanding of all aspects of the project. Proposers will be evaluated on its ability, capacity and skill to perform the work described herein in a manner consistent with DTA goals and standards.
2. Evaluation of the Proposal will include, but is not limited to, evaluation of all submittals, including, but not limited to, the Responsibility Questionnaire, use of subcontractors, the Vendor Compliance Matrix, TransitMaster integration, CMRS sample reports, service level history, Installation Plan, Acceptance Test Plan, timeline, training plan, durability of the proposed equipment, ease of navigation in the software, reporting capabilities and other matters deemed relevant by the Evaluation Committee.
3. Evaluation will also include an evaluation of building modifications for the cash collection system, modifications to the bus for communications and farebox mount, modifications for IT infrastructure, servers, etc., additional IT equipment such as personal computers, specialized tools, test bench, time required for training, etc. will also be evaluated.

### B. Technical Qualifications and Experience 30%

1. Experience of the Proposer in performing work similar in nature and/or related to the work described herein. Proposer's project manager and other key personnel experience and training, Proposer's demonstrated capacity to perform the work in a timely manner. References and evaluation of similar projects will be included.

### C. Cost 25%

The Cost evaluation may include, but is not limited to, competitive and reasonable prices, cost savings, future maintenance costs and licensing costs, costs for ongoing communications, trade-in allowance, removal and installation costs, etc. Service interruptions as a component of cost will also be evaluated.

### D. Other Relevant matters 5%

Other relevant matters may include the clarity and completeness of the Proposal and the apparent general understanding of the work to be performed.

E. As Proposals are considered by the DTA to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

F. The DTA may elect to interview Proposers or seek further information before awarding the Contract, at the DTA Project Manager's sole discretion.

## **SECTION 7 Vendor Compliance Matrix**

Please respond with your proposal using the following Compliance Matrix described in the following section.

Applicable answers are:

- E = Exceeds: Vendor complies with the requirements and exceeds the requirements. Please provide information in the Comment section.
- C = Comply: Vendor complies with the requirements with no modification.
- PC = Partially Comply: Vendor complies with some of the requirements. Please provide information in the Comment section, along with the estimated cost of customization if required to meet the specification.
- A = Alternative: Vendor does not fully comply with the requirements but has an alternative functionality that would meet the needs of the agency. Please provide information in the comment section along with the estimated cost of customization if required to meet the specification.
- NC = Non-Compliant: The vendor does not comply with the requirement in its entirety.



Item	Requirement	Response	Comments
<b>1</b>	<b>GENERAL</b>		
<b>1.1</b>	<b>Characteristics of New Automatic Fare Collection System</b>		
1	Furnish an AFC system which uses a tool-less removal and replacement design for all major component parts, for efficient use of maintenance labor time and eliminating the need to take a vehicle out of service when quickly swapping out a malfunctioning part.		
2	Furnish an AFC system where the farebox monitors the health of the system component parts and the operator has the ability to “reboot” components as an initial “repair” to “fix” the problem.		
3	Furnish an AFC System where changes to the Fare Policies in the CMRS utilizes an intuitive feature to modify the soft touch buttons on the Operator Control Screen on the Farebox.		
4	Furnish an AFC System, where optional future expansion to include Mobile Ticketing validation integration is included in the Hardware /Software design. The recording and reporting of Mobile ticket usage on board the Farebox will be reported in the CMRS.		
5	The AFC system shall support HID Technology, ex: iClass 2000.		
6	The AFC shall reliably operate in a public transit environment under all weather conditions, cold weather to -40°F, heat to 120°F, sunlight, wind, humidity, etc. without degradation to the system.		
7	The AFC shall operate on either nominal twelve-volt or twenty-four volt direct current power, and shall be interchangeable without requiring modification.		
8	The AFC shall include adequate protection against transient power surges to prevent damage to electronic components.		
9	The AFC shall operate without loss or modification of data caused by voltage or voltage fluctuation		

	between zero (0) to fifty (50) volts DC, or reversal of polarity.		
10	The AFC shall include provisions to eliminate electronic interference causes by lights, alternators, air conditioners, cameras, cellular data communication equipment, Wi-Fi equipment, radio communications, video systems, etc.		
11	The AFC shall switch off automatically if the supply voltage exceeds tolerable levels. A loss or reinstatement of electrical power shall not result in loss or any corruption of the data in the memory.		
12	The AFC shall retain all information in memory under any condition of power supply interruption or degradation. The system, including the farebox, shall be able to complete any transaction that has been started when power is lost or falls below the minimum required for operation.		
13	The AFC, including the farebox, will retain full security features during any condition of interruption or degradation of input power.		
14	The farebox system processor logic board shall have sufficient data storage capability to store all required data, files and programs, including all data transactions and associated fare tables and other tables, required to support seven (7) days of peak operation.		
15	The farebox real-time clock shall calculate the time, date, and day of the week to the level of seconds. The clock shall automatically accommodate for Daylight Savings Time and Leap Years.		
16	The clock function shall be retained and supported by a battery for a period of not less than 180-days when power is not applied to the main logic board.		
<b>1.2</b>	<b>General Functions</b>		
1	The farebox shall allow the customer to easily and rapidly insert the required fare and determine that the correct fare has been paid and signal the operator through an audible signal and through the Operator Control Unit.		

2	Both the farebox and the Operator Control Unit shall display the remaining fare to be paid by the customer.		
3	The AFC system shall provide visual and audio features to serve the abilities and needs of all DTA riders. The farebox shall be capable of sounding audible alerts of differing tones or automated voice to indicate, but not be limited to, the following:		
a	•Acceptance of fare		
b	•Rejection of fare		
c	•Reduced fare media		
d	•Successful log on-log off		
e	•Successful probe and data exchange		
f	•Instance of fare media “pass back”		
g	•Low stock of ticket media		
3	The customer information display shall conform with all applicable ADA requirements and shall be visible in all ambient light conditions within the vehicle.		
<b>1.3</b>	<b>Ridership</b>		
1	The new Automatic Fare Collection system <b>must</b> be capable of collecting the following rider and fare information through an approved reporting system:		
a	• Number of riders boarding transit vehicles on each run/route and bus stop		
b	• Location where the fare was collected.		
c	• Payment method used (e.g. cash, pass, single use or multi-use media, smart card, mobile ticketing)		
d	• Fare type/category of collected fares (e.g., Adult, Student, Senior, disabled, etc.)		
e	• Time, Date and Transaction type.		
f	• Able to record ancillary passenger services being provided such as bicycle, stroller, wheelchair, etc.		
<b>1.4</b>	<b>Fare Types</b>		

1	The AFC system must support fare payment by the following methods:		
a	<ul style="list-style-type: none"> <li>• Period Passes (daily, multiple day and monthly)</li> </ul>		
b	<ul style="list-style-type: none"> <li>• Low Cost - Single use Smart Card tickets, tap cards, contactless media, paper magnetic stripe tickets, proximity cards, mobile tickets, etc.</li> </ul>		
c	<ul style="list-style-type: none"> <li>• Smart Card – Multi-Use tickets</li> </ul>		
d	<ul style="list-style-type: none"> <li>• Transfers (issued &amp; validated by farebox)</li> </ul>		
e	<ul style="list-style-type: none"> <li>• Day Passes (issued &amp; validated by farebox)</li> </ul>		
f	<ul style="list-style-type: none"> <li>• Coupons issued by the DTA for institutional users such as jurors, downtown merchant promotions, special organizations, etc., using custom printed card stock without magnetic stripes.</li> </ul>		
2	The AFC system must support the creation by DTA of multiple fare types (i.e. Adult, Senior, etc.)		
<b>2</b>	<b>AUTOMATIC FARE COLLECTION SYSTEM</b>		
<b>2.1</b>	<b>CASH ACCEPTANCE</b>		
1	AFC cash vaults shall hold a minimum of 750 coins and 500 bills.		
<b>2.2</b>	<b>Coin Validator</b>		
1	The AFC system shall be able to recognize U.S. and/or Can. coins and differentiate between \$0.01, \$0.05, \$0.10, \$0.25 and \$1 coins. All foreign currency and/or foreign objects shall be rejected by the farebox.		
2	The coin acceptor channel shall be capable of accepting coins at a rate of eight (8) coins per second reliably and without jamming.		
3	The coin validator shall correctly accept or reject 99.5% of all coins inserted into the validator on the first insertion and 99.8% on the second insertion.		
4	The coin validator shall accurately count 100% of all accepted coins.		
	The system shall, at no cost to the DTA, be able to configure the coin mechanism and associated		

5	validation logic to accept, validate and count other coins within the allowable system parameters without requiring a replacement or remanufacture of the coin mechanism or make any other hardware changes.		
6	The AFC system shall maintain a record of total coins processed and total coins rejected in a register transmitted to the CMS. The coin processed counter shall be easily accessible by authorized maintenance personnel, who will be able to reset the register to zero without removal of the coin validator unit from the farebox. The register shall not be reset except by this means or by removal of the coin validator unit from the farebox.		
7	Coin jams should be able to be cleared and the unit restored to normal operation by corrective action external to the coin acceptance mechanism.		
8	The process of clearing jammed coins will not permit access to coins that have been accepted, validated, processed and recorded by the system.		
9	If an “un-jamming” system is not available, a coin bypass mechanism shall be provided for the passage of coins to the to the secure cash area. The activation of any bypass mechanism must be done by a required deliberate action. Coins processed while the mechanism is in bypass mode will not be counted by the farebox.		
10	When probed by the data collection system, a farebox with the coin bypass mechanism activated shall indicate upon probe by a unique audible or visual alarm that the bypass is activated. The alarm condition shall continue until the coin bypass is returned to normal state.		
11	After probing, the farebox shall not be capable of being returned to service until the coin bypass mechanism is returned to normal state.		
12	The farebox shall record and report the exact time and date when the bypass was activated and deactivated. A record of the operator activating the bypass shall also be recorded and reported.		
<b>2.3</b>	<b>Bill Validator</b>		

1	The AFC bill validator shall be able to validate and count one-dollar (\$1), two-dollar (\$2), five-dollar (\$5), ten-dollar (\$10), twenty dollar (\$20) and fifty dollar (\$50) U.S. banknotes currently in circulation and throughout the warranty period. All foreign currency and/or foreign objects shall be rejected by the farebox.		
2	The bill validator shall handle, without jamming, deformed paper currency that is typical “street currency”, including wrinkled, torn, folded or damp currency. Folded currency or currency with tears of more than one-half inch, holes, applied tape or other foreign material, or wet currency (visible moisture) may be rejected.		
3	Rejected currency must be returned to the customer via a convenient, accessible location at the original insertion or a separate location. Return or rejection of currency shall not reduce or otherwise diminish the bill validator handling rate or capacity.		
4	The bill validator shall accept, validate, process, count and transport for deposit or reject currency within one (1) second from the time of activation.		
5	The bill validator shall accept not less than 99.5% of all authentic U.S. currency meeting the physical conditions above after two consecutive insertions of the same bill.		
6	The bill validator shall reject 100% of all inserted material that is not valid U.S. currency, is counterfeit, is non-U.S. currency, or is not of the designated currency value.		
7	The bill validator shall correctly count the value of 100% of any inserted, validated and accepted bill.		
8	The bill validator shall be configured to allow for insertion and transport of physically acceptable media, regardless of validity, upon operator entry of a designated control button entry. This entry shall “override” the validation criteria for the acceptance and transport of one item per entry. Acceptance and validation of a genuine or an override bill shall cause the bill to be advanced to the cash box.		
	Each instance of override shall be recorded in the onboard fare collection system transactional data.		

9	The record of override shall also include the associated operator.		
10	The AFC system records shall maintain a record of total bills processed and total bills rejected in a register transmitted to the CMRS at each probe or data exchange. A convenient means shall be provided to reset the register to zero without removal of the bill processing unit.		
<b>2.4</b>	<b>Transfers</b>		
1	One of the most immediate needs identified by DTA is that of easy-to-use and consistent reliability of the transfer system. In the case of paper transfers, replacement stock should be straight forward		
a	<ul style="list-style-type: none"> <li>It is also desirable that the transfer system reduce hand contact between drivers and the public</li> </ul>		
b	<ul style="list-style-type: none"> <li>Transfer status (indication of a valid or invalid transfer) should be provided by simple and unambiguous communications from the AFC system to both driver and rider</li> </ul>		
c	<ul style="list-style-type: none"> <li>It is preferable to implement a transfer system that reads, validates, and returns the transfer to the rider with accurate and visually verifiable transfer status/validity clearly printed in a tamper-proof manner</li> </ul>		
d	<ul style="list-style-type: none"> <li>Transfers utilizing machine-readable code – whether barcode, smart card, or otherwise – must also provide human readable verification of the validity of transfers in order to allow both rider and driver to visually verify transfer status and override any errant or malfunctioning AFC component</li> </ul>		
<b>2.5</b>	<b>Optical Processor Unit (OPU)</b>		
1	The AFC shall include an Optical Processor Unit to read QR barcodes that may function as a pass (daily, weekly, monthly, rolling period), transfer, stored value, employee passes, or other fare products		
2	The OPU must fully integrate with fareboxes, ticket vending machines, handheld validators (as applicable)		

3	The OPU shall support the processing and reporting of revenue and ridership information utilizing QR barcodes as a fare payment and boarding instrument		
4	The OPU shall process a QR barcode in not more than one (1) second. The following shall be concluded within the specified time frame:		
a	•Initialization		
b	•Authentication and other security processes		
c	•Data Exchange and validation		
d	•Display processing output result on display		
5	Upon correct presentation of the barcode, the OPU shall read and verify the barcode with a 99.95% accuracy.		
6	The optical smart media validator shall be removeable and replaceable, securely mounted and incorporate security measures to prevent unauthorized access to the validator unit either through keys or other methods		
<b>2.6</b>	<b>Smart Cards, Smart Media Processor Unit</b>		
1	The AFC system shall support the use of contactless and limited use Smart Card processing capabilities. Smart cards/ tickets may function as a pass (daily, weekly, monthly, rolling period), transfer, permit, stored value card, employee pass or other fare products.		
2	The Smartmedia Processor Unit (SPU) shall be able to read and write to the account associated with the unique smart card/smart ticket number in the Central Management and Reporting System.		
3	The SPU must be able to read and process smart cards and be fully integrated with fareboxes, ticket vending machines, point of sale devices, and optical smart card validators.		
4	The SPU must support processing and reporting revenue and ridership information via a contactless smart card/ticket as a fare payment and boarding instrument.		
5	The SPU must be able to support multiple protocols , including, but not limited to contactless EVM bank		



	issued credit and debit cards in the future. At a minimum, the SPU shall have the capability to process contactless chip based media conforming to the latest standards under ISO 14443 (types A and B), ISO 15693, and ISO 18092.		
6	The SPU shall read and validate smart media with an accuracy of not less than 99.95%.		
<b>2.7 Operator Control Unit</b>			
1	The Operator Control unit (OCU) must be easy and intuitive to use. The proposed system must have an OCU which utilizes a color capacitive touch screen for operator interaction with the farebox solution. The digital display must be fully programmable and include an easily readable digital display for the operator in all lighting conditions.		
2	The OCU shall include a self-test sequence that may be initiated by key entry or other means that does not require unit removal or disassembly. The self-test shall adequately indicate failure of OCU key entry input, display functionality, or operating condition. The OCU display and keypad shall facilitate maintenance operations with menus and prompts.		
3	The OCU shall provide adequate key designation to fully support all operating functionality of the onboard fare collection system, including, but not limited to: Operator Log On Route run information Onboard fare collection system sign-on Ridership tally and count Issue, receive and process Smartmedia Onboard fare collection system status and control Operator log-off		
4	The DTA is currently using Trapeze TransitMaster Mobile Data Terminals (MDT) for a single point log on using the operator's name and badge number. The DTA requires the capability of a single point logon to the onboard fare equipment using the MDT J1708 connector. The proposer shall be responsible		

	for all integration and interface between the MDT and the onboard fare collection system, both for the proposer equipment and operating system and the Trapeze side for TransitMaster CAD/AVL MDT, including all data transfer requirements		
<b>2.8</b>	<b>Passenger Display Unit</b>		
1	The Passenger Display Unit (PDU) must be well-lit, glare-free, and fare collection interface(s) must be easy to understand and use by the ridership. Messages must be able to support English and up to five additional languages upon request at no additional charge to the DTA.		
2	The PDU must be ADA compliant and visible in all forms of ambient light conditions within the vehicle		
<b>2.9</b>	<b>Farebox Installation</b>		
1	The farebox mounting system must provide a secure, maintenance free method of affixing the farebox and associated onboard fare collection system equipment to the vehicle by making use of existing farebox mounts and tapping plates		
2	The mounting fixture and farebox structure shall provide the necessary lateral stability without secondary tie downs		
3	Where new installation exposes old bolt holes or other damage, the Contractor shall provide necessary repairs to restore all surfaces to an acceptable condition		
4	The design of the mounting system shall permit one person to unlock, disconnect and remove and reinstall the farebox from the vehicle		
5	Undercarriage wiring shall be protected from road elements		
6	The farebox mounting configuration shall employ the use of keyed locks or locking systems to permit quick removal and replacement of equipment. The locking fixture shall be equipped with one or more high security locks to retain the farebox		
<b>2.10</b>	<b>Central Management and Reporting System (CMRS)</b>		
1	The CMRS shall meet the following requirements:		

a	<ul style="list-style-type: none"> <li>Must support data reporting, auditing, and server capacity for storage of six (6) years of history</li> </ul>		
b	<ul style="list-style-type: none"> <li>Shall employ data reporting capabilities that allow DTA to access, filter and create reports from data received from the new AFC equipment. Base system reports shall include:</li> </ul>		
2	Ridership and Sales/Financial Reports		
a	<ul style="list-style-type: none"> <li>Product name and other pertinent data of Smart Cards, transfers and Passes</li> </ul>		
b	<ul style="list-style-type: none"> <li>Ridership categories processed by each farebox</li> </ul>		
c	<ul style="list-style-type: none"> <li>Partial payments accepted by vehicle operator</li> </ul>		
d	<ul style="list-style-type: none"> <li>Transfer/Day Pass sales performed on the vehicle using the farebox</li> </ul>		
3	Employee Performance and Equipment/System Reliability Reports		
a	<ul style="list-style-type: none"> <li>Login report by farebox number and date/time</li> </ul>		
b	<ul style="list-style-type: none"> <li>Peripheral usage (i.e. bills accepted/rejected)</li> </ul>		
c	<ul style="list-style-type: none"> <li>Jam information (i.e. bill jams)</li> </ul>		
4	Auditing Information		
a	<ul style="list-style-type: none"> <li>Detailed usage of override features (i.e. short fare, accept next bill, etc.)</li> </ul>		
b	<ul style="list-style-type: none"> <li>Number and denomination of coins accepted by each Fare box</li> </ul>		
c	<ul style="list-style-type: none"> <li>Number and denomination of bills accepted by each farebox</li> </ul>		
d	<ul style="list-style-type: none"> <li>Vault contents with associated farebox / cashbox data</li> </ul>		
5	Ridership Analysis		
a	<ul style="list-style-type: none"> <li>Transfer usage across the fleet</li> </ul>		
b	<ul style="list-style-type: none"> <li>Day Pass usage across the fleet</li> </ul>		

c	<ul style="list-style-type: none"> <li>• Pass usage across the fleet (i.e. ride-based, date-based)</li> </ul>		
6	The CMRS shall provide a system to manage and track the fare media inventory that is purchased by the DTA and:		
a	<ul style="list-style-type: none"> <li>• All fare media being sold at all locations</li> </ul>		
b	<ul style="list-style-type: none"> <li>• Fare media being held for future use</li> </ul>		
c	<ul style="list-style-type: none"> <li>• Fare media initialized</li> </ul>		
d	<ul style="list-style-type: none"> <li>• Fare media currently stocked in TVMs or customer service sales locations</li> </ul>		
7	The CMRS supports an open-systems technology architecture		
a	Access to the system databases and Application Programming Interfaces (APIs) will be provided at no additional charge, along with documentation that describes tables and data structures needed to develop any third party applications		
8	The CMRS shall have authenticated and granted rights to access the CMRS through graphical user interfaces from any workstation installed on the network and authorized by the Project Manager		
9	The CMRS shall permit online queries, reporting and system configuration for authorized users		
10	The system shall provide system functionality and operating capability to generate and print reports, including reports separated by state for purchase and use of fare media.		
11	The Proposer shall certify that the system is PCI compliant for any equipment and interfaces that connect between the CMRS, payment hub (as applicable), and the clearing house of the financial institution. Certification of compliance is a condition of final payment.		
12	The system provides all software and hardware for encrypting and transmitting credit/debit card data, and is able to verify credit/debit card legitimacy and customer fund availability upon activation of electronic tickets at the discretion of the DTA		

13	The system is able to provide velocity controls to protect DTA and customer from fraudulent activities		
14	The CMRS shall be able to communicate with redundant servers in the event the CMRS server is offline. Redundant servers will continuously sync with primary CMRS server(s) to ensure all accounts and data between the primary and redundant servers are up to date		
15	The CMRS must have the ability to “bad list” lost or stolen passes. Bad list reports must be searchable by name or pass number, date and time of listing, replacement pass number, as applicable.		
16	The CMRS must have the ability to create and track invoices for institutional partners purchasing bulk passes, along with usage summaries and detailed transaction data.		
17	The CMRS subsystems must be automated for on-demand back up and archiving		
18	All CMRS components must be compatible with current DTA network/equipment, including the console, keyboard and accessories.		
19	All data must be protected from loss, unauthorized modification, and or/disclosure		
20	Provides automatic monitoring and control of all devices connected to the CMRS network		
21	Upon implementation of electronic ticketing, the CMRS must provide a seamless interface with the DTA website and/or electronic ticketing application, as applicable to track and report web ticket purchases, reloading smart cards, barcode media and account registration		
22	Upon implementation of electronic ticketing, the CMRS shall provide a portal for Vendor’s customer self-service functionality to perform transactions related to their account and look of historical transactions, or an interface for third party providers.		
<b>2.11</b>	<b>Fare Tables</b>		
1	The CMRS system must have a fare processor on which the fare tables will reside. The tables are		

	defined by DTA fare policies, prices, transfer rules and policies of DTA		
2	The fare processor shall be configurable for future changes		
3	All hardware /software must be included with the AFC to edit and publish fare tables from the CMRS to all fare collection system devices		
<b>2.12</b>	<b>Cash Handling Security and Auditing</b>		
1	Cash vault receivers securely empty cash vaults removed from buses and deposit the cash in the DTA vault without requiring the cash box to be inverted		
2	The receiver device shall record cash vault identification as well as date/time cash vault was emptied. Each receiver shall be able to process one cash vault every two minutes		
<b>2.13</b>	<b>Statistical Reporting and Analysis</b>		
1	Fare transaction records shall include the following minimum information:		
a	<ul style="list-style-type: none"> <li>• Day/date/time/location of payment</li> </ul>		
b	<ul style="list-style-type: none"> <li>• Number and denomination of coins accepted</li> </ul>		
c	<ul style="list-style-type: none"> <li>• Number and denomination of bills accepted</li> </ul>		
d	<ul style="list-style-type: none"> <li>• Product type and other pertinent data of Smart Cards and passes</li> </ul>		
e	<ul style="list-style-type: none"> <li>• Ridership categories</li> </ul>		
f	<ul style="list-style-type: none"> <li>• Partial payments accepted by vehicle operator</li> </ul>		
g	<ul style="list-style-type: none"> <li>• Vehicle identification</li> </ul>		
h	<ul style="list-style-type: none"> <li>• Route/run/driver information</li> </ul>		
2	The farebox will securely and accurately record all transactional information, including sales data, operational errors, and exception conditions, ridership information and operator commands.		
<b>2.14</b>	<b>Data Collection and Transfer System</b>		
1	The Data Collection and Transfer system shall control, manage and facilitate bi-directional exchange of data between the onboard bus fare		

	collection systems, TVMs, optical validators and the CMRS.		
2	The Data transfer to the CMRS must support wireless probing, and must communicate with at least three fareboxes at the same time when they are within range		
3	At the end of each service run, the data transfer process shall run in a batch mode process. The probing facility shall have the capability of uploading farebox configuration data supporting farebox functionality.		
4	The download/upload should begin automatically when the farebox is within range of the wireless access point. No human intervention should be required to start the process.		
5	A portable method shall be available, and capable of storing all information from every farebox with full transactional database records. Data shall be held in a solid state, RAM memory.		
6	Average time to probe for download and upload shall not exceed 60 seconds for any given vehicle.		
<b>2.15</b>	<b>Ticket Vending Machine (TVM)</b>		
1	The selected vendor must be able to provide both full service vending machines that accepts cash and electronic payment and electronic payment only machines		
2	The TVM must be able to issue smart cards and smart tickets		
3	Full Service and Cashless TVMs must be able to communicate via Ethernet line		
4	Full Service TVMs must be able to communicate wirelessly		
5	All TVMs must be ADA compliant, and provide audio of messages and instructions as well as Braille as required		
6	Must be able to vend multiple tickets within a single transaction		
7	Upon implementation of account-based sales, the TVM must be able to add value to all smart media		

	associated with a customer account, including mobile accounts		
8	Upon implementation of account-based sales, the TVMs must be able to read and add trips, passes and stored value to the associated account on the Central Management System		
9	Must be able to create new accounts in the Central Management System		
10	Must include a surveillance camera, and a security and alarm system, as well as locking mechanisms to prevent access to fare media or cash		
11	TVM must include a cyber lock and key and require encrypted codes to identify the TVM		
12	Must be able to support multi language capabilities		
13	TVMs must be able to process all transactions in real-time		
14	Must be able to send a signal to a designated recipient for malfunctions		
15	Must be able to remotely monitor and report TVM status, automatic polling for sales information, and a complete audit and accounting system		
16	TVMs must be able to be remotely commanded to reset and self-diagnose, remotely modify operating parameters, and process all credit/debit card authorizations		
17	TVMs must be vandal resistant, including soft keys that are not removable from the outside of the TVM		
18	The TVM shall include an industrial grade, back-lit LCD display protected by a shatter resistant cover.		
19	The TVM must have a reliable source of auxiliary power in the event of a power outage to ensure continuous data transmission and completion of transactions in progress		
20	The TVM must be able to accept all standard U.S. bills up to twenty dollars and all coins		
21	The TVM must be able to return all money deposited during a transaction that is cancelled before the sale is complete		



22	The TVM bill handler must accept any new bills issued by the U.S. Treasury for a term of not less than 12 years from the date of purchase at no charge to the DTA		
23	Currency must be accepted face up or face down with either end first		
24	Prevent fraud by refusing to accept two bills or other schemes		
25	Bill and coin slots shall be closed when not in use to prevent the introduction of liquids		
26	Bill and coin validators shall reject counterfeit currency with 99.9% accuracy		
27	A bill and/or a coin recirculation system is permitted to minimize maintenance and replenishing currency		
28	The TVM shall be PCI, DSS and EMV compliant. Vendor is solely responsible for designing, testing and certifying PCIE compliance, including encryption and transmission hardware		
29	The TVM must be able to read all credit and debit cards encoded with current applicable International Organization of Standards and EMV standards		
30	The TVM must be able to read smart chip and magnetic strip debit and credit cards		
31	The TVM must be able to print a receipt for all transactions		
32	The TVM shall have a programmable sensor to detect levels of remaining fare media stock via the CMRS. A warning will be sent to the CMRS when the supply reaches the programmed level		
33	The Respondent shall provide a list of report journals, including revenue, sales, status, diagnostics, etc.		
<b>2.16</b>	<b>Point of Sale Device (POS)</b>		
1	The POS device must be able to read and write to the account associated with the unique smart card number in the CMRS		
2	The device must be able to read a QR barcode		
3	The device must be able to provide the following:		

	<p>Sale fare products (trip, passes, stored value, etc.)</p> <p>Record personal data onto customer account</p> <p>Replace smart media</p> <p>Show remaining value and pass status</p> <p>List up to ten past transactions and print up to three months history</p> <p>Enroll customers in an automatic revalue program</p> <p>Validate vouchers</p>		
4	Vendor shall provide information on the ability of the device to take a customer photograph and print on a smart card		
5	Provide the ability for an “express transaction” for the most common fare product transaction		
6	The device must be able to be programmed to limit the amount of value that can be added to a smart media fare card or account		
7	The device must be able to provide a full audit trail for all transactions, and must be able to print a receipt		
8	The device must be able to reverse transactions, and provide an audit trail of who reversed it, including time, date, and terminal ID		
9	The device must be able to support discount and pro-rated transactions, and allow the authorized operator to override standard pass rates, and track and report each override		
10	The device shall automatically track the media inventory and report it to the CMRS		
11	The device shall be capable of responding to remote queries and commands from authorized users		
12	The device shall be PCI, DSS and EMV compliant. The respondent shall be responsible for designing, testing and certifying compliance of any interfaces that connect to the device, including all encrypting hardware and software		
13	The device shall have an Uninterrupted Power Source (UPS) for auxiliary power during outages		
14	The device must be able to communicate through an Ethernet line automatically. A back up feature must		

	be included to protect data in the event of component failure.		
<b>3.</b>	<b>System Training</b>		
<b>3.1</b>	<b>Training Program Plan</b>		
1	The Onsite Training Program for DTA support staff shall consist of separate courses as described below. The training program shall not be limited to the courses listed if additional courses are required to achieve the program objectives. The training program will include a minimum of the following separate courses for:		
a	<ul style="list-style-type: none"> <li>• Farebox installation</li> </ul>		
b	<ul style="list-style-type: none"> <li>• Farebox maintenance</li> </ul>		
c	<ul style="list-style-type: none"> <li>• Ticket Vending Machine maintenance</li> </ul>		
d	<ul style="list-style-type: none"> <li>• Point of Sale Maintenance</li> </ul>		
e	<ul style="list-style-type: none"> <li>• Driver usage</li> </ul>		
f	<ul style="list-style-type: none"> <li>• CMRS usage (System Administrator)</li> </ul>		
g	<ul style="list-style-type: none"> <li>• CMRS usage (Reporting)</li> </ul>		
h	<ul style="list-style-type: none"> <li>• CMRS usage (Planning)</li> </ul>		
i	<ul style="list-style-type: none"> <li>• CMRS usage (Finance)</li> </ul>		
j	<ul style="list-style-type: none"> <li>• The Contractor shall provide a program to train all personnel that interact with the system in all details of the fare collection system.</li> </ul>		
k	<ul style="list-style-type: none"> <li>• This program shall include adequate documentation and training aides as needed.</li> </ul>		
<b>3.2</b>	<b>Training Deliverables</b>		
1	Training deliverables shall consist of the following:		
a	<ul style="list-style-type: none"> <li>• Training Program Plan</li> </ul>		
b	<ul style="list-style-type: none"> <li>• Training Schedule</li> </ul>		
c	<ul style="list-style-type: none"> <li>• Training Material</li> </ul>		
<b>3.3</b>	<b>Training Material</b>		
1	The Contractor shall furnish DTA with Operation and Maintenance Manuals in accordance with this		

	section. Manuals shall cover all aspects of the furnished equipment.		
a	<ul style="list-style-type: none"> <li>Maintenance manual for the farebox, ticket vending machine and point of sale must contain a complete description of the equipment (if applicable) and software including theory of operation, service and maintenance documentation, such that DTA skilled maintenance staff may conduct field and shop repairs with minimal reliance upon factory maintenance technicians.</li> </ul>		
b	<ul style="list-style-type: none"> <li>Operator/Driver manual must include a quick guide for use in the bus</li> </ul>		
c	<ul style="list-style-type: none"> <li>CMRS manuals must include screenshots and step by step instructions for usage.</li> </ul>		
<b>4</b>	<b>Self-Diagnostics Systems, Test Bench</b>		
<b>4.1</b>	<b>Self-Diagnostics</b>		
1	The AFC system shall employ self-diagnostics to the maximum extent possible to assure the highest possible availability.		
2	The self-diagnostics includes an automatic alert to the user without immediately interrupting or preventing operations.		
3	The AFC permits visibility into farebox in-service operations, in order to accurately determine whether a given farebox is operating correctly, and in order to better understand root causes for various maintenance problems.		
4	The AFC system can defer service or repair of a malfunctioning farebox to at least the end of the scheduled route.		
5	Maintenance trends and patterns of usage are reportable in the CMRS to assist with maintenance planning.		
6	All fareboxes shall operate off of the DC current available on vehicles.		
<b>4.2</b>	<b>Test Bench</b>		
1	Appropriate test bench equipment shall be itemized and priced separately in the Proposal. In order to maximize effectiveness and efficiency of the		

	<p>maintenance program, the test bench equipment shall be sufficient to conduct comprehensive in-house testing, service validation, and repair over the entire service life of the AFC equipment.</p>		
2	<p>Contractor shall provide test bench containing all provisions necessary to communicate with the CMRS computer and simulate the AFC installed in the field and shall be used to troubleshoot integral machine faults in a controlled environment and to test AFC modifications prior to full implementation of such modifications.</p>		
<b>5</b>	<b>Spare Parts, Service Life</b>		
<b>5.1</b>	<b>Spare Parts</b>		
1	<p>Proposer shall provide an itemized list of proposed spare parts and costs. Additionally, the Contractor shall disclose component-level service life expectancies for spare-parts planning and budgeting requirements.</p>		
2	<p>Replacement parts are modular so that DTA staff can may conduct low-level field repairs or various component swap-outs.</p>		
<b>6</b>	<b>IMPLEMENTATION</b>		
<b>6.1</b>	<b>Installation Plan</b>		
	<p>The Contractor shall supply a complete Installation Plan that tests and confirms: Ease of passenger movement/access Operator ergonomics ADA compliance</p>		
<b>7</b>	<b>Acceptance Plan</b>		
7.1	<p>Acceptance Plan details system testing requirements, including required National Transit Database reporting requirements.</p>		
<b>8</b>	<b>Service Technical Support</b>		
<b>8.1</b>	<b>Service Support</b>		
1	<p>The Contractor shall have qualified technical support staff available to assist DTA by telephone and email during standard business hours 8:00 a.m. through</p>		

**Duluth Transit Authority  
Automated Fare Collection System**

Procurement # 041-19-0304.3

94

	5:00 p.m. CST or CDT as applicable, Monday through Friday.		
2	Service support shall be supplied by the Contractor for the life of the system. No third party service support will be accepted without the advance written permission of the DTA General Manager.		
3	DTA support staff shall be trained to troubleshoot basic areas of repair and technical concerns. The Contractor shall have a support staff adequately trained to diagnose and resolve all areas of repair and technical concerns.		

APPENDIX A: DTA FARE STRUCTURE AND POLICY

<b>Duluth Transit Authority Fare Prices</b>	
<b>Fare Type</b>	<b>Price</b>
Maximum of three children ages 4 and under ride free when accompanied by an attending passenger age 13 or older.	
Peak Hours: Defined as buses arriving or departing downtown Duluth or Superior weekdays between 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 6:00 p.m.	
* Off-peak DTA fares are in compliance with the Federal Transit Administration's Senior and Disabled Off-peak Fare Policy.	
Disabled American veterans get FREE transportation on regular route DTA buses. Any disabled American veteran who displays a Department of Veteran Affairs Service Connected ("SC") identification card will be afforded FREE public transportation.	
<b>Peak Fare</b>	\$1.50
<b>Youth Peak Fare (18 and under)</b>	\$1.50
<b>Off-Peak Fare*</b>	\$0.75
<b>Port Town Trolley</b>	FREE
<b>Day Pass Ticket</b>	\$4.00
<b>7-Day Pass</b>	\$17.00
<b>31-Day Pass(Adult)</b>	\$40.00
<b>31-Day Pass (Teen)</b>	\$37.50
<b>Summer Teen Pass</b>	\$55.00
<b>Stored Value Card</b>	\$5.00 - \$25.00
<b>EZ-Card</b>	FREE
<b>Multi-Month Fare Options</b>	
<b>Fare Type</b>	<b>Price</b>
Multi-Month passes provided on an EZ-card. The "start date" of the passes is determined by the buyer at time of purchase. They are only available at the Duluth Transportation Center (DTC) or the DTA Operating Center.	
<b>360 Day Adult Pass</b>	\$450.00
<b>360 Day Teen Pass</b>	\$430.00
<b>180 Day Adult Pass</b>	\$230.00
<b>180 Day Teen Pass</b>	\$215.00
<b>90 Day Adult Pass</b>	\$115.00
<b>90 Day Teen Pass</b>	\$108.00

Stored Value Cards can be charged and recharged in \$5 increments up to \$25 or with any fare option. Fare cards with stored monetary values are valid for only one year from time of purchase. Damaged fare cards can be replaced for a \$2 fee at the Duluth Transportation Center (DTC) and DTA Operating Center, located at 2402 W. Michigan Street.

Passes and Stored Value Cards are available at the Duluth Transportation Center (DTC), DTA Operating Center and fare vending machines located at the DTC, Miller Hill Mall’s Door 8 transit hub and the Public Library in Superior, WI. Day Passes are also available on the bus. Fares may also be ordered in bulk by mail or fax by using [DTA Fare Order Form](#).

**31 Day Pass Outlets**

<b>Duluth</b>	
<b>Location</b>	<b>Address</b>
<b>Duluth Transportation Center (DTC)</b>	228 West Michigan Street
<b>DTA Operating Center</b>	2402 West Michigan Street
<b>CUB Foods</b>	Stone Ridge Shopping Center
<b>Proctor Milk House</b>	304 Third Avenue
<b>Park State Bank</b>	2630 W. Superior St (Lincoln Park)
<b>Whole Foods Co-Op</b>	610 East 4th Street, Duluth MN 55805
<b>Minit Mart (Duluth)</b>	1831 West Superior Street
	231 North Central Avenue
	7002 Grand Avenue
	1301 Commonwealth
<b>Superior</b>	
<b>Location</b>	<b>Address</b>
<b>Minit Mart</b>	

DTA passes provide unlimited travel on buses and trolleys. DTA passes are transferable; but not on the same bus by another person and must be in the possession of the passenger using it to pay the fare. Stored Value Cards can be used by more than one fare-paying rider at a time.

Fare-boxes accept \$1, \$5, \$10 and \$20 bills and U.S. coins for paying multiple fares and purchasing Day Passes. Canadian coins not accepted.

**Transfers to connecting buses are FREE and are valid for one hour from the time of issue or next connecting trip. Transfers must be requested at time of boarding.**



<b>DTA Fare Sales Outlet Hours</b>		
	<b>DTA Operating Center</b>	<b>Duluth Transportation Center Information Booth / Sales Outlet</b>
<b>Monday - Friday</b>	8:00 a.m. - 4:30 p.m.	7:00 a.m. - 7:00 p.m.
<b>Saturday</b>	Closed	7:30 a.m. - 4 p.m.
<b>Sunday</b>	Closed	Closed

<b>Transit Vending Machine Locations</b>			
	<b>Miller Hill Mall Door 8 Transit Hub</b>	<b>Duluth Transportation Center</b>	<b>Superior Public Library</b>
<b>Monday - Friday</b>	8:00 a.m. - 10:30 p.m.	5:00 a.m. - 1:00 a.m.	9:00 a.m. - 8:30 p.m. (5:00 p.m. on Fridays)
<b>Saturday</b>	8:00 a.m. - 8:30 p.m.	6:00 a.m. - 11:30 p.m.	9:00 a.m. - 2:00 p.m.
<b>Sunday</b>	10:00 a.m. - 7:30 p.m.	8:00 a.m. - 4:00 p.m.	Closed

**DASH & MASH**

[DASH \(Downtown Area Short Hop\)](#) - Ride along Superior St. between 6th Ave West and 3rd Ave East and in Canal Park during off-peak hours for a 25-cent fare.

[MASH \(Mall Area Short Hop\)](#) - Ride between Stone Ridge Mall, Miller Hill Mall, and Haines Rd anytime for a 25-cent fare.

Request DASH-MASH ride when boarding the bus.

# **Technical Specifications**

## **Electronic Fare Ticketing System Option**

## SECTION 10 ELECTRONIC FARE TICKETING OPTION

### **A. BACKGROUND, SYSTEM REQUIREMENTS**

1. The DTA provided 2.8 million trips to transit users in 2018, and is interested in deploying an option for an electronic fare ticketing system that allows instantaneous use on the bus after payment is processed through the customer's account. The electronic fare ticketing system may be added after new fareboxes are installed and operating to the DTA's expectations.

2. The DTA is also planning to deploy a mobile application (Mobile App) to enable customers to plan their trip, get real-time information on the location of their bus, receive service notifications, etc. The electronic fare ticketing system may be a stand-alone app or embedded within the Mobile App, depending on the service providers and the ease of use for the customer. For purposes of this procurement, the electronic fare payment system will be evaluated as a stand-alone procurement in conjunction with the fareboxes to ensure compatibility and operability between the systems.

3. The selected Vendor for the electronic fare ticketing system will be subject to the same terms and conditions as the Automated Fare Collection system herein.

4. For these specifications, the terms "electronic fare ticketing system", "electronic payment system", "mobile ticketing system" and "mobile payment" shall be interchangeable.

The goal of the electronic fare ticketing system is to:

- a. allow customers to use their smart device (phone, tablet, etc.) as a fare medium to pay for the fares utilizing QR barcodes (required) or other new technologies that allow electronic verification/validation
- b. automatically issue electronic ticket and smart ticket transfers upon payment
- c. provide a user-friendly experience for customers to easily, quickly and securely pay for their transit fare utilizing their owned smart devices
- d. allow customers access to fare purchases from the comfort of their home or office
- e. reduce cash transactions on revenue vehicles
- f. speed boarding times through reduced use of cash or paper fare media, improving on-time performance
- g. simplify the driver's workload by transferring responsibility for fare verification to the farebox or electronic fare payment validator
- h. capture and report data on mobile ticket usage
- i. enable expansion of employer-sponsored transit programs using all types of media for validation, including employer ID badges
- l. reduce equipment maintenance and cash collection costs
- m. unifying the riding experience by integrating electronic fare payment system with other applications for trip planning, real time arrivals, customer safety, etc.

5. The selected firm will be asked to provide recommended options for the electronic fare ticketing feature to improve usability and industry best practices. The DTA will not accept

a visual verification system that requires the bus operator to view an image on a mobile device.

6. The user's mobile device must contain a barcode, QR code or some other user-based format for proof of fare payment. The system will include an audible signal at the farebox reader or system validator to confirm a valid fare. Discrete visual validation is also preferred, such as a small green or red light on the validator that is easily visible by the driver.

7. The system must be modular; the ability to add ride share partners (taxis, private car services) at future stages through Application Program Interfaces (APIs), Open DataBase Connectivity (ODBC) and other access standards is required. These APIs, ODBC and other access capabilities for future vendor partners to integrate into the electronic ticket system shall be provided at no additional cost to the DTA. The Proposer must include detailed definitions of the APIs and other interfaces that will be provided.

8. If the Contractor is proposing a net fare revenue system, all applicable costs must be fully disclosed at the time of Proposal. A net revenue system is where the Contractor retains a portion of the fare revenue and remits the net proceeds to the DTA.

9. The selected Contractor must work closely with the DTA Planning, IT and Marketing staff to train, answer questions and aid in the implementation of the electronic fare ticketing feature. Examples of other transit systems that have successfully deployed electronic fare payments are RTC, Southern Nevada, RTA New Orleans, Dallas Area Regional Transit, and TriMet Transit, Portland.

10. The DTA uses TransitMaster by Trapeze for vehicle tracking and reporting. All proposed solutions must be compatible with TransitMaster or provide for an interface to ensure reliable, consistent reports. The electronic fare payment system must work on equipment from all major farebox manufacturers; a list of compatible fareboxes is required from the Respondent as part of this RFP.

11. The DTA may deploy the electronic fare ticketing feature in a test environment after new fareboxes are installed on DTA revenue vehicles, estimated to be last quarter of 2019. The electronic fare ticketing Beta Test will be for a period of six (6) months, after which the DTA may elect to proceed with full implementation of the system or reject the electronic payment component and issue a new RFP.

## **B. GENERAL SPECIFICATIONS.**

The following specifications should be considered a guide to assist the Contractor in preparing the Proposal and should not limit the capability of the electronic fare ticket system.

1. The selected vendor must be able to demonstrate success with implementing a secure, user friendly electronic fare ticketing system for a public transit system, and provide a list of current users and references.

2. The System must accept and process online payments from customers, issue valid fare %media+that displays on all major mobile devices, and provide all associated support and training for full implementation of the electronic fare payment system.
3. The electronic fare ticketing application must be usable on all mobile devices, including iOS and Android devices, and allow a mobile wallet using Google Pay, Apple Pay or Pay Pal. The system must accept and process online payments from customers, issue valid fare %media+that displays on the users\$ mobile device and provide associated support, training and services for implementation of the electronic fare payment tickets.
4. The electronic ticketing system must be able to support multiple languages, and must be fully compliant with all applicable Americans with Disability Act (ADA) requirements.
5. The selected Vendor must provide a Beta test environment for DTA staff to evaluate the operation of the system, and a public facing test component for feedback and revision prior to going live. The Vendor must provide a specific plan for implementation of the electronic ticketing component, along with a proposed timeline with benchmarks noted.
6. Upon downloading the electronic App on a mobile device, Customers will be guided through a one-time account set up process that prompts the user for information on billing details and customer information. Demographic and travel information may also be requested as optional information.
7. Upon account set up, the customer will use a unique ID and password to gain access to the home screen that is linked to the customer\$ account. Past electronic fare purchases will be available for viewing and use. The customer must be able to view schedules and fares offline and shall only require an active internet connection when purchasing fares or accessing real time bus location services.
8. The customer must be able to purchase multiple fare products at once, which can be redeemed for travel at a later date. Activation of the fare will occur in offline mode, expiration of the active ticket shall be adjustable, based on DTA policies, which may be changed from time to time.
9. All electronic tickets will integrate anti-tampering features to prevent fraud, fare evasion and misuse, including means to prevent the electronic fare copied from another phone. Please provide details on the anti-fraud measures in the Proposal response.
10. All fare %media+must be readable via an optical scanner available from major farebox manufacturers, or a validator or contactless device supplied by the Contractor that fully interfaces with the farebox, and shall not require driver verification of the media except for discrete beeps and color indicators of accepted or rejected fares.
11. The electronic media must register as a valid ticket on the farebox or validator, signal to the bus operator and passenger that a valid ticket is being used, allow for recording of each passenger boarding using a valid electronic ticket, and identify the specific fare type.

12. Non-valid or expired electronic tickets shall be able to communicate through the farebox or validator to notify the bus operator and passenger with an audible prompt/alert and a color signal on the mechanism that is easily visible to the driver.
13. Refunds to the passenger must be conducted by the Contractor; DTA will not be required to process Customers refunds directly.
14. At any time during the use of the system, the Customer can access a help page with frequently asked questions about electronic ticketing.
15. The system must be able to offer prepaid fare accounts for individuals and employer accounts, as well as accounts for paratransit users and promotional ticket sales.
16. Prepaid accounts must include safeguards preventing unauthorized use.
17. The system should allow, at the DTA's discretion, a third party to purchase passes and send passes to a passenger's smartphone (e.g. a parent purchasing passes for a child.)
18. The system must have the ability to easily accept bulk sales from institutional partners such as local government agencies, major employers and private entities who provide an employee pass program. Respondents must provide details on this feature at the time of submittal.
19. The DTA is also interested in the potential for a future fare capping program for regular riders. Respondents are requested to provide information in their experience with fare capping programs, implementation requirements and other details for the DTA to evaluate the success of the program.
20. The System must have an easy to use online mechanism for DTA staff to add, delete and revise fare types at the discretion of the DTA.

**C. CENTRAL MANAGEMENT AND REPORTING SYSTEM**

1. The selected Contractor must provide a web-based tool for DTA staff to use for updating and reporting electronic ticket usage. The web-based tool shall include staff access to update fare types, programs, marketing and user information. The tool must include, but is not limited to the following:
  - a. Access to raw data for all customer transactions using electronic ticketing, including all ticket purchases, uses and activation, as well as the ability to export these records to an electronic data format such as CSV files that can be viewed and analyzed in other database applications such as Microsoft Excel.
  - b. Electronic reporting must be able to aggregate data into user selected criteria such as daily, weekly, monthly and year to date formats, number of trips, etc.
  - c. A mechanism for accessing individual user accounts and requesting customer electronic ticket reimbursements/refunds.
  - d. Monthly updates that segregates all electronic ticket sales by fare type with total gross sales and net proceeds.
  - e. A Contact Us+portal for customers to provide comments and questions.

**D. Financial Processing**

1. The selected Contractor must accept all major credit cards and debit cards for payment.

2. The Contractor shall furnish to the DTA by the 5<sup>th</sup> of each month and each succeeding month of the term of this Contract, and the month following the expiration of this Contract, a verified statement of the total number of electronic tickets sold for the prior month along with the monthly revenue payment for the preceding month.
3. The monthly report shall include the number and types of fares purchased, and the amount used for the prior month.
4. Statements shall be submitted to the DTA in electronic format via a Microsoft Office Excel spreadsheet and must be sufficiently itemized to facilitate an easy analysis of the gross revenues, applicable expenses, fees and other factors calculated into the Net Revenue. Any approved annual expenses shall be allocated monthly.
5. Copies of all invoices for applicable expenses applied against revenues must be submitted with each report.
6. At the discretion of the DTA Director of Finance or designee, further documentation may be requested and shall be provided by the Contractor within five (5) days of the written request to support itemized line items on the invoice.
7. If the DTA Director of Finance disallows any itemized items on the invoice, Contractor shall correct and resubmit the statement and any resulting additional revenue within ten (10) days.
8. Upon termination of this Contract for any reason, Contractor shall immediately pay any amounts due to the DTA without requiring an invoice from the DTA.
9. In the event the Contractor shall default (1) in making any of the payments herein required to be made by it as and when the same shall become due and payable; or (2) in the performance of any of its obligations under the terms of this Contract, or if Contractor shall be adjudged bankrupt, or if a receiver or trustee shall be appointed for Contractor's property and such adjudication or appointment shall not be vacated within thirty (30) days, then the DTA, upon thirty (30) days written notice, may terminate this Contract and remove all ticket sales materials from DTA property, electronic sites, provided however, that such termination shall not relieve and discharge Contractor from any of its obligations under this Contract.

**E. PCI COMPLIANCE**

- 1 The selected Contractor is responsible for compliance with the latest Payment Card Industry Data Security Standards, including all audit and compliance activities, including, but not limited to, the following:
  - a. Conduct the required security assessments and remain PCI compliant for the term of this Contract.
  - b. Provide verification to the DTA on an annual basis, or more frequently as requested by the DTA Project Manager, of its continued compliance with the PCI Security Standards Council.
  - c. Notify the DTA within 24 hours of discovery of any security breach.

## **F. IMPLEMENTATION OF THE ELECTRONIC FARE TICKETING SYSTEM**

1. The selected Contractor shall submit an Implementation Plan for the System. The plan will show a summary of tasks and activities necessary for a successful roll out, along with a list of milestones and estimated number of days needed to reach each milestone.

## **G. ACCEPTANCE**

1. Upon completion of the Beta test of the electronic ticketing system, the Contractor will provide a summary of any ongoing issues and a timeline for resolution. Upon final acceptance, the DTA will release it to the public and will track and report any new issues not previously identified during Beta testing. Contractor shall resolve any ongoing issues with the System in a timely manner to the DTA Project Manager's satisfaction.

2. The DTA will withhold ten percent (10%) retainage on all payments until final acceptance of the project.

## **H. DELAYS**

1. Neither party shall be liable for delays or any failure to perform the services provided herein or the requirements of this Contract due to Force Majeure, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control.

2. Where Contractor fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plan to resume performance. A force majeure event does not excuse the Contractor from providing services under this Agreement and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer data.

In no event shall any of the following constitute a force majeure event:

- i. failure, inadequate performance, or unavailability of Contractor's subcontractors, if any;
- ii. configuration changes, other changes, Viruses or other errors or omissions introduced, or permitted to be introduced by the Contractor that result in an outage or inability of Customer to access or use the services as provided in this Contract.

## **I. CLOUD BASED SOLUTIONS**

1. For Cloud-Based systems, the method and means of providing the Electronic Fare Ticketing system shall be under exclusive control, management and supervision of the selected Contractor in compliance with the specifications herein. Except as otherwise agreed to, the services provide in the system shall be provided solely within the continental United States and on computing and data storage devices residing therein.



2. Where the Electric Fare Ticketing System or any web services associated with the selected Contractor contains offensive content or portrays the DTA in a disparaging way, as solely determined by the DTA General Manager, the Contractor shall immediately remove the offensive or disparaging content and the DTA shall have the right, at the DTA General Manager's sole discretion, to either immediately terminate the services and be entitled to the return of any prepaid fees as liquidated damages and not as a penalty, or obtain or retain, as the case may be, all fees paid or payable for the then current term, as liquidated damages and not as a penalty, associated with any services corresponding to the offending or disparaging content.

3. Storage. The Proposal shall include the applicable allocation of base data storage to support the system. The selected Vendor shall immediately notify the DTA when the DTA has reached eighty percent (80%) of the DTA's then current data storage maximum (if applicable.) Within five (5) calendar days of the DTA's request, the selected Contractor shall make additional storage available at rates not greater than those preferred rates provided to other users similar in size and scope.

## **J. SERVICE LEVEL STANDARDS**

1. The Proposer shall provide a summary of the service level standards achieved over the past three (3) years for the CMRS system, and all other components of the system at the time of Proposal. Extended outages, interruptions or degradation of services after the APP is implemented will not be permitted.

2. The selected Contractor shall use its best efforts to ensure that the system is fully functional and reliable at all times, force majeure events excepted. The Contractor and the DTA Project Manager shall set forth the service level standards in writing at the time of implementation of no less than 99.7% availability per month.

3. The DTA shall not be required to report that an outage has occurred.

4. At least once each year, or more often as may be requested by the DTA Project Manager, the DTA and the Contractor shall review the service levels for the software and the hardware, identify areas of concern and proposed remedies.

5. For any two (2) consecutive months of service that do not meet the service level standards provided and agreed to by the Contractor and the DTA Project Manager, the DTA shall be entitled to Service Level Performance Credits not to exceed .5% per month or the Vendor's proceeds or service charges, as applicable, or a reduction of .5% per month in any maintenance, licensing or hosting fees levied to the DTA, as applicable. These credits are not a penalty, but rather as liquidated damages to offset DTA costs for prolonged system outages.

6. Termination for Material and Repeat Failures. The DTA shall have, in addition to any other rights and remedies under this Contract or at law, the right to immediately terminate this contract and shall be entitled to a return of any prepaid fees where Contractor fails to meet the Service Level Standards to such an extent that the DTA's

ability, as solely determined by the DTA General Manager, to use the APP is materially disrupted, force majeure events excepted, for a period of more than two (2) months.

## **K. SOFTWARE LICENSES**

1. The DTA reserves the right to negotiate terms of the software license prior to finalizing the Contract. Software License fees applicable to the Project shall be indefinite with no yearly fees.
2. The Proposer shall fully explain any software licenses required for the purchase and operation of any part of the Electronic Fare Payment system.

## **L. UPGRADES, MAINTENANCE FEES**

1. The DTA reserves the right to negotiate terms of the maintenance agreement prior to finalizing the Contract. The Proposer shall fully explain all software maintenance costs, including yearly fees for a minimum of five years, upgrades, etc. at the time of Proposal.
2. The Proposed system should have a future upgrade path for software and hardware for a minimum of 15 years. The selected Vendor shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily available peripheral hardware (as applicable).
3. The Contractor shall provide bug fixes, corrections, modifications, enhancements, upgrades and new releases to the system to ensure functionality, and meet the DTA's operational needs. The system must work with the then current version and three prior versions of Internet Explorer, Mozilla, Firefox and Google Chrome Internet browsers.
4. The DTA Project Manager must be notified in writing at least thirty (30) days in advance of upgrades that require updated software, hardware, higher speed connectivity, etc.
5. The Cost Proposal shall include all planned software and hardware upgrades for a period of two (2) years after project commencement. There shall be no extra charges to the DTA for upgrades during the first two years of implementation.
6. No additional charges, fees, costs or expenses shall be charged to the DTA for changes to the hardware or software that were not disclosed to the DTA prior to award of the Project for the criteria presented herein. The selected Vendor shall comply with its own representations as to the functionality of the software provided in conformance with the Proposal and covenants herein.

## **M. COST PROPOSAL**

1. The Proposer shall detail all costs associated with implementing an Electronic Fare Ticketing Application, including service fees to the DTA, hardware, software, servers, licenses and maintenance, service fees and other costs. The Proposer shall also include any service fees to customers and users. If the Contractor is proposing a net fare revenue system, all applicable costs must be fully disclosed at the time of Proposal. A net revenue system is where the Contractor retains a portion of the fare revenue and remits the net proceeds to the DTA.

2. Invoices for the Electronic Ticketing Application must be separate from the Automated Fare collection due to separate sources of funding.

3. **Cellular Communications Network.** Should the Proposer's system rely on commercial cellular data communications, it is the responsibility of the Proposer to prove that the commercial network being proposed will provide adequate coverage of the DTA's service area, including the most remote parts of the system. It is the DTA's preference that any communication equipment provided for the Project be compatible with existing communication systems. Communication costs shall be included in the Proposer's pricing, but shall be accounted for separately as a line item. It is the Proposer's responsibility to provide the basis for the commercial carrier's airtime charges and fees.

## N. REQUIRED SUBMITTALS

1. Respondents to this Option should clearly mark their submittal as %Electronic Fare Payment Option+and submit it by the deadline noted in the RFP.
2. Respondents must include the following:
  - a. A complete summary of the Electronic Fare Payment System, including all software and hardware required to implement the system
  - b. A plan for integration with the Trapeze operating system, TransitMaster
  - c. A plan for integration with the farebox provider
  - d. A complete summary of all costs associated with the Electronic Fare Payment Option
  - e. Proof of PCI compliance
  - f. A proposed timeline for installation, Beta testing and go live
  - g. A list of references, and a summary of the benefits that the Electronic Fare Payment Option provided, i.e., increased sales, reduced cash collection, increased ridership, etc.
  - h. A list of all transit systems that have deployed the proposed Electronic Fare Payment system in the past five (5) years.
  - i. Samples of reports generated from the system
  - j. A summary of the system reliability for the past three years
  - k. An outline of the service support offered to the DTA and to the users
  - m. A summary of the central management system capabilities for the electronic ticketing system

## O. EVALUATION CRITERIA

1. Evaluation of the Electronic Fare Payment Option shall be separate from the Automated Farebox Collection System.
2. All proposals will be evaluated based on the technical and professional expertise and the experience of the Consultant, the proposed method and the procedures for completion of the work, past work experience, including prior experience in producing broadcast television commercials, and the cost of the proposal.

A. Qualifications and Ability to Perform Needed Services 40%

The technical qualifications and experience of the Consultant will be determined by the following factors:

- The overall experience of the Consultant in electronic fare payment applications
- Reliability, ease of use
- References
- Compatibility with DTA systems, including TransitMaster
- PCI compliance

B. Cost 30%

C. Experience with Similar Projects 25%

- Portfolio containing examples of previous work.
- Experience with government entities, nonprofits
- Experienced working with story boards, and script writing
- Experienced in working with voice over talent

D. Other Relevant matters 5%

Other relevant matters may include the clarity and completeness of the Proposal and the apparent general understanding of the work to be performed.

F. The overall criteria listed are listed in relative order of importance. As Proposals are considered by the DTA to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

G. The DTA may elect to interview Proposers or seek further information before awarding the Contract.