Administration
Tuesday, May 25, 2021, 12:45 p.m.
DART Conference Room C – 1st Floor
1401 Pacific Ave., Dallas, Texas 75202
(Estimated Meeting Time: 2 hours 30 minutes)

Due to the COVID-19 virus and current extension of the Disaster Declaration issued by the Governor, all DART Board Meetings and Public Hearings are closed to the public. All meetings will take place by videoconference and will be available at https://www.dart.org/about/board/boardvideo.asp.

1. Roll Call
2. Approval of Minutes: April 27, 2021
3. Approval of Contract for Health Plan Provider Services (Rick Stopfer/Nicole Fontayne-Bárdowell) [30 minutes]
4. Approval of an Interlocal Agreement Between DART and the City of Lubbock Acting by and Through Citibus for GoPass® Application Licensing (Rick Stopfer/Nicole Fontayne-Bárdowell) [10 minutes]
5. Contract for Accenture HR and Talent Management System Implementation Services (Rick Stopfer/Nicole Fontayne-Bárdowell) [15 minutes]
6. Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription (Rick Stopfer/Nicole Fontayne-Bárdowell) [15 minutes]
7. Authorization to Delegate Contracting Officer Authority (Rick Stopfer/Nicole Fontayne-Bárdowell) [5 minutes]
8. *Briefing on GoPass® Annual Review (Rick Stopfer/Nicole Fontayne-Bárdowell) [20 minutes]
9. *Briefing on GTFS – Realtime Prospective Vendor Utilization (Rick Stopfer/Nicole Fontayne-Bárdowell) [10 minutes]
10. *Briefing on DART Rail 25th Anniversary (Rick Stopfer/Nicole Fontayne-Bárdowell) [15 minutes]
11. *Briefing on Energy Savings Performance Contract (Rick Stopfer/Nicole Fontayne-Bárdowell) [15 minutes]
12. *Discussion of Board Members Return to In-Person Board Meetings (Rick Stopfer/Nicole Fontayne-Bárdowell) [10 minutes]
13. *Briefing on the DART Historical Archive Project (Rick Stopfer/Nicole Fontayne-Bárdowell) [10 minutes]
14. Identification of Future Agenda Items
15. Adjournment

*This Is A Briefing Item Only
The Administration Committee may go into Closed Session under the Texas Open Meetings Act, Section 551.071, Consultation with Attorney, for any legal issues, or under Section 551.074 for Personnel matters, or under Section 551.076 or Section 551.089, Deliberation Regarding Security Devices or Security Audits, arising or regarding any item listed on this Agenda.

Chair – Rick Stopfer  
Vice Chair – Amanda Moreno-Lake  
Members – Mark Enoch, Jonathan R. Kelly and Michele Wong Krause  
Staff Liaison – Nicole Fontayne-Bárdowell
Due to the COVID-19 virus, DART Board meeting rooms were closed to the public. All meetings took place by videoconference and are available at https://www.dart.org/about/board/boardvideo.asp.

The Dallas Area Rapid Transit Administration Committee meeting came to order at 1:31 p.m., Tuesday, April 27, 2021, via videoconference, at DART Headquarters, 1401 Pacific Avenue, Dallas, Texas, with Chair Rick Stopfer presiding.

The following Committee members were present: Rick Stopfer, Jonathan R. Kelly, and Michele Wong Krause.

Other Board Members present: Gary Slagel and Paul N. Wageman.

Others present: David Leininger, Gene Gamez, Joseph Costello, Nicole Fontayne-Bárdowell, Carol Wise, Nevin Grinnell, Gregory Elsborg, Leticia Delgado, Nancy Johnson, Josefina Chavira, and Tracy A. Cantu.

1. **Roll Call**

   Chair Stopfer took Roll Call, confirming a quorum was present.

   Chair Stopfer stated the Committee would conduct the actions of the meeting by Roll Call vote. He then provided voting instructions prior to continuing with the agenda items.

2. **Approval of Minutes: March 23, 2021**

   Hearing no objection, Chair Stopfer stated the approval to accept the March 23, 2021, Administration Committee Meeting Minutes to be entered into record, as written.

3. **Approval of Additional Funding for Outside Counsel for Railroad Agreements**

   Mr. Gene Gamez, General Counsel, briefed the Committee (slides are on file with the Office of Board Support) as follows:

   - Today’s Consideration (slide 2)
   - Background (slide 3)
   - Recommendation (slide 4)

   Ms. Wong Krause requested clarification of the request for additional funds. Referring to slide 3, Background, Mr. Gamez noted there are several agreements the Legal department has had to review. He clarified, Hogan Lovells, LLP has facilitated moving the agreements forward, as well as DART needed to do more research and work.

   Mr. Kelly requested confirmation on whether the current contract was the contract for the same service and did DART make additional requirements to the current contract. Mr. Gamez responded that when he first approached the DART Board his initial thought was a smaller amount than anticipated.
Mr. Wageman stated he appreciates the concern of Ms. Wong Krause and Mr. Kelly. He stated this is a critical component and this law firm works with the Railroad companies to work out these agreements and it is absolutely essential to DART’s effort in this regard. He continued, this project is significantly greater in cost than originally anticipated, however, this is a very small amount of money in the big scheme of things.

Mr. Kelly moved to forward this draft resolution to the Committee-Of-The-Whole agenda, with a recommendation, stating the General Counsel is authorized to continue the engagement of Hogan Lovells, LLP relating to rail legal matters, in an additional amount not to exceed $100,000, for a new total amount not to exceed $250,000.

Ms. Wong Krause seconded.

Chair Stopfer took a Roll Call vote, and the motion was approved unanimously.

4. **Briefing on Kiosk Installation Progress**

Mr. Nevin Grinnell, Vice President/Chief Marketing Officer, briefed the Committee (slides are on file with the Office of Board Support) as follows:

- Board Strategic Priorities (slide 2)
- Agenda (slide 3)
- Background -topic separator
- Background (slides 5-6)
- Features/Benefits -topic separator
- Features/Benefits (slides 8-11)
- Updates -topic separator
- Initial Kick-off: February 20, 2020 (slide 13)
- Deployment Update (slide 14)
- COVID-19 Support (slide 15)
- Communications (slide 16)
- Next Steps -topic separator
- Next Steps – Launching Soon (slide 18)

Mr. Wageman questioned why the contract is two and half years long and the contractor has yet to install a cell tower. Mr. Grinnell stated he could not answer for the company, however, he would provide that information.

Mr. Wageman then requested the opening date for the Love Field location of the kiosk. Mr. Grinnell responded DART currently has a kiosk at the Love Field location, which will be replaced, however, he would provide the installation date at a later time.

Chair Stopfer inquired if DART was working with the cities or chambers to disseminate the information about the advertising opportunity on those kiosks. Mr. Grinnell stated DART does have an advertising agency that represents the kiosk. He stated DART’s plan is to specifically engage the cities as well.
5. **Briefing on FY 2021 Marketing and Communications Work Plan**

In introducing this item, Mr. Grinnell apologized that this item was late in presenting to the Board for Fiscal Year (FY) 2021, and he personally owned that responsibility. He continued, though staff did have a plan in place, this was a more formalized plan that was being presented to the Board.

Mr. Wageman requested, going forward, that this item be presented to the Committee at least this three months prior to the beginning of the fiscal year to allow the Board review the plan and then allowing the Marketing Department to implement the plan at the beginning of the fiscal year.

Mr. Grinnell acknowledged Mr. Wageman’s recommendation and then briefed the Committee (slides are on file with the Office of Board Support) as follows:

- Briefing for FY2021 Marketing Workplan Meets Board Strategic Priorities (slide 2)
- Agenda (slide 3)
- Cover Page (slide 4)
- Contents (slide 5)
- Overview (slide 6)
- Business & Innovative Solutions (slides 7-9)
- Mar-Comm Guiding Principles (slide 10)
- Rider Segments –
- Our Riders’ DNA (slides 12-14)
- FY 2021 Agency Goals and Mar-Comm Deliverables –
- MarComm Initiatives Template (slide 16)
- Agency Goals (slide 17)
- DART Reduced Fare Pilot Marketing Plan (slide 18)
- DART Brand Reintroduction Plan (slide 19)
- DART Zoom Marketing Plan (slides 20-23)
- FY 2021 Mar-Comm Calendar –
- FY 2021 Mar-Comm Calendar – Quarter 1 (slide 25)
- FY 2021 Mar-Comm Calendar – Quarter 2 (slide 26)
- FY 2021 Mar-Comm Calendar – Quarter 3 (slide 27)
- FY 2021 Mar-Comm Calendar – Quarter 4 (slide 28)
- FY 2022 Mar-Comm Calendar – Quarter 1 (slide 29)
- FY 2020 Review –
- COVID-19 Customer Survey (slides 31-33)
- FY 2020 Awards (slide 34)
- Highlights (slide 35)
- Stuff a Bus: Q1 FY 2020 (slide 36)
- MillerCoors Free Rides New Year’s Eve Program: Q2 FY 2020 (slide 37)
- Coronavirus: Q2 FY 2020 (slide 38)
- DART Serves: Q3 FY 2020 (slide 39)

Mr. Wageman asked what is a bus blade. Mr. Grinnell explained a bus blade is the rectangle metal signs, at each bus stop, that contains the bus relevant information. He said
staff was in the process of redesigning that information. Mr. Wageman requested staff present this item as they move forward in the process and also provide the top three designs to allow the Board to be part of the design process.

Mr. Wageman asked if Mr. Grinnell would post information about the redesign on the DART website. Mr. Grinnell replied he would bring that information back to the Board.

Ms. Wong Krause asked how DART is reaching out, in Asian languages, to the Asian community. Mr. Grinnell responded he will revisit the matter for the inclusion of Asian language in printed material and on DART’s website.


Chair Stopfer stated that it was 2:25 p.m. on Tuesday, April 27, 2021, and unless the individual being reviewed requests that this item be discussed in public, the Dallas Area Rapid Transit Administration Committee was going into Closed Session under the Texas Open Meetings Act, Section 551.074, which allows deliberation of a personnel matter, to discuss Agenda Item 6, *Mid-Year Review of FY 2021 Goals and Performance Measures: Director of the Office of Board Support and Agenda Item 7, *Mid-Year Review of FY 2021 Goals and Performance Measures: General Counsel.

The Committee reconvened into Open Session at 3:05 p.m.

7. *Mid-Year Review of FY 2021 Goals and Performance Measures: General Counsel

Briefed in closed session.

8. Identification of Future Agenda Items

There were no future agenda items identified for this committee.

9. Adjournment

There being no further business to discuss, the meeting adjourned at 3:06 p.m.
DATE:       May 25, 2021  
SUBJECT:   Approval of Contract for Health Plan Provider Services  

RECOMMENDATION  

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a five-year contract to Blue Cross Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (BCBSTX) for health plan provider services [Contract No. C-2058374-01], for a total authorized amount not to exceed $11,419,016.

FINANCIAL CONSIDERATIONS  

• This contract for health plan provider services is included in the Human Resources Department's proposed FY 2022 operating budget.

• Sufficient funding for this contract in the amount of $11,419,016 is included in both the Benefits Department's proposed FY 2022 Operating Expense budget and the Total Operating Expense line item of the FY 2021 Twenty-Year Financial Plan.

BUSINESS PURPOSE  

• The purpose of this health plan provider services contract is to provide continuation of medical plan services to DART employees and eligible dependents.

• Our current provider of services is through a Third-Party Administrator (TPA), Healthscope Benefits. They were awarded a three-year contract with two one-year options. DART has executed four years of the contract. The not-to-exceed amount was $8,253,939, and the current contract option year is set to expire on December 31, 2021.

• Through this TPA service, DART is able to provide self-insured medical coverage for its employees, retirees, and eligible dependents.

• The plan design adopted with these services includes two Accountable Care Organization (ACO) Plans and one Open Access DART (OAD) Plan.

• Open Access DART has experienced significant administrative challenges and disrupted plan participants due to the Referenced Based Reimbursement Model (56% of employees are enrolled in this plan). In addition, this plan has seen increasing costs over the term of the contract with limited member advocacy and clinical support programs.
• The ACO contract with Baylor Quality Health Care Alliance, LLC dba Baylor Scott & White Quality Alliance (BSWQA), includes a significant shared savings provision, and DART has paid over $500,000 per year in shared savings in addition to administrative fees. The ACO plan has not significantly outperformed the OAD plan in health risk management.

• An employee feedback group held in late 2020 overwhelmingly preferred returning to a name-brand carrier with a strong provider network.

• Requests for Proposal were issued on November 12, 2020. Requested services included: Medical plan administration for all three plans, PPO network-based plan to replace the current OAD and ACO network-based plan to replace BSWQA ACO plans. Additional requested services included Flexible Spending Accounts, Health Reimbursement Accounts, COBRA Administration, and Retiree Direct Bill Administration.

• Per the language in the formal proposal, DART selected a vendor based on the best overall value. This is defined as the most advantageous to the authority based on price and other factors considered.

• The Authority reserves the right to accept offers other than the lowest offer, reject any or all offers in part or in total for any reason, and to accept any offer if it is considered best for its interest or is most advantageous.

• The RFP evaluation criteria consisted of the following: Network Build & Maintenance, Claims Administration, Administrative Services, Utilization Management/Member Services, General Questionnaire and Price. Each criteria includes subcategories such as Network Discounts, Physician Match and Case Management.

• Blue Cross Blue Shield of Texas (BCBS TX) provided the best overall value for DART. They outscored the other vendors in all technical scoring areas and proposed competitive pricing. BCBS TX also provided the best network discounts, which will result in overall cost savings back to DART and had a better provider match result. This will result in a lower level of disruption to our employee group as the majority of their physicians will be in this network.

• BCBS TX offered a Health Advocacy program as an optional buy-up during the Best and Final Offer.

• The Blue Cross Blue Shield of Texas services would begin January 1, 2022, and expire December 31, 2026.

• Providing this service helps achieve Board Strategic Priority 4: Pursue excellence through employee engagement, diversity, development, and well-being.

• The Board-Approved Expenditure Justification is included as Attachment 3.

**PROCUREMENT CONSIDERATIONS**

• On November 12, 2020, a Request for Proposals (RFP) notification was sent to 224 firms for Health Plan Provider Services.

• This will be an indefinite delivery/indefinite quantity contract, for a term of five years with two, one-year options.

• The contract award analysis is provided as Attachment 1.
D/M/WBE CONSIDERATIONS

• The goal for this contract was established in September 2020 at 15% M/WBE participation.
• Blue Cross Blue Shield of Texas, the prime contractor, has committed to meet the goal.
• The M/WBE analysis and Equal Employment Opportunity (EEO-1) information are included in Attachment 2. The prime contractor’s actual EEO-1 report is available upon request.

LEGAL CONSIDERATIONS

• Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Dallas Area Rapid Transit Authority  
CONTRACT AWARD ANALYSIS  
(Request for Proposals)  
RFP NO. P-2058374

Contract Information

A. Description: Health Plan Provider Services

B. Contractor: Blue Cross Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company

C. Contract Number: C-2058374-01

D. Contract Amount: Not to exceed $11,419,016

E. Contract Type: Indefinite Delivery/Indefinite Quantity

F. Performance Period/Term of Contract: Five years

G. Options Available: Two, one-year options

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Issue Date: November 12, 2020

B. Number of Notifications Sent: 224

C. Date and Time for Proposal Receipt: January 7, 2021 @ 2:00 P.M. (Central Time)

D. Proposals Received: Twelve

E. Discussion of Proposal Evaluation Process: Holmes Murphy & Associates, DART’s Benefits Consultant, collaborated with DART to develop and evaluate RFP (Request for Proposals). This was a competitively negotiated procurement. A source Evaluation Committee (SEC) was appointed to conduct proposal evaluations and the proposals were evaluated against the following criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Build &amp; Maintenance</td>
<td>325</td>
</tr>
<tr>
<td>Claims Administration</td>
<td>150</td>
</tr>
<tr>
<td>Administrative Services</td>
<td>100</td>
</tr>
<tr>
<td>Utilization Management/Member Services</td>
<td>100</td>
</tr>
<tr>
<td>General Questionnaire</td>
<td>25</td>
</tr>
<tr>
<td>Price</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,000 Maximum Points</strong></td>
</tr>
</tbody>
</table>
F. **Discussion of Unacceptable Proposals:** Proposals submitted by Accolade, Accure Solutions, LLC, Discovery Benefits, Flores and Associates, Meritain Health, and Reconcile Care Management Services was determined nonresponsive as the Offeror failed to submit material information required in the solicitation (e.g., Technical and Price proposals).

G. **Proposal Scoring:** The following three proposals represents the final scores, following evaluation of the Best and Final Offers.

<table>
<thead>
<tr>
<th>Firms</th>
<th>Total Amount Five Year Base Period</th>
<th>Pricing Score (Max Points 300)</th>
<th>Technical Score (Max Points 700)</th>
<th>Total Score (Max Points 1000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Cross Blue Shield of TX</td>
<td>$11,419,016</td>
<td>300</td>
<td>643.6</td>
<td>943.6</td>
</tr>
<tr>
<td>Cigna</td>
<td>$12,009,169</td>
<td>285.26</td>
<td>647.6</td>
<td>932.86</td>
</tr>
<tr>
<td>United Healthcare</td>
<td>$11,491,090</td>
<td>298.11</td>
<td>638.6</td>
<td>936.71</td>
</tr>
</tbody>
</table>

Offeror Aetna, Baylor Scott and White Quality Alliance, and Centivo T Holding, LLC were not included in the competitive range due to their overall low score and received no further consideration. Based on Best Value, Blue Cross Blue Shield of Texas, is recommended for award of the contract.

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

I. **Cost & Price Analysis:** Prices are fair and reasonable based on historical pricing, and comparison to the independent cost estimate (ICE).

J. **Determination of Responsibility:**

- **Bond Check:** N/A
- **Reference Check:** Satisfactory
- **Financial Responsibility Survey:** Satisfactory
- **Insurance Check:** Yes
- **On-Site Inspection:** N/A
- **Arithmetic Check:** N/A
- **Verification of Offer:** N/A
- **Buy America Certification and/or Audit, if applicable:** N/A
- **Debarred/Suspended list:** Not on the debarred/suspended list

K. **Protests Received:** None

L. **Determinations Required:** N/A

**Determination and Recommendation**

Blue Cross Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company is determined to be the responsible contractor that achieved the highest score considering technical and price factors. They have the capacity to perform this contract and are recommended for award.
Contract for Health Plan Provider Services

M/WBE CONSIDERATIONS

The goal for this contract was established in September 2020 at 15% M/WBE participation. Blue Cross Blue Shield of Texas, the prime contractor, has committed to meet the goal through utilization of the following certified firms:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>ETHNICITY</th>
<th>SERVICE</th>
<th>AMOUNT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Akorbi</td>
<td>Plano, TX</td>
<td>Hispanic Female</td>
<td>Marketing Services</td>
<td>$114,190</td>
<td>1.00%</td>
</tr>
<tr>
<td>Best Press, Inc.</td>
<td>Addison, TX</td>
<td>White Female</td>
<td>Print &amp; Fulfillment Services</td>
<td>$114,190</td>
<td>1.00%</td>
</tr>
<tr>
<td>Cushion Employer Services</td>
<td>Nashville, TN</td>
<td>Black Male</td>
<td>Administrative &amp; COBRA Services</td>
<td>$342,570</td>
<td>3.00%</td>
</tr>
<tr>
<td>Corporation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emcare Consulting, LLC</td>
<td>DeSoto, TX</td>
<td>Black Female</td>
<td>Project Management</td>
<td>$342,570</td>
<td>3.00%</td>
</tr>
<tr>
<td>BodyByBey</td>
<td>Dallas, TX</td>
<td>Black Female</td>
<td>Fitness Classes</td>
<td>$228,380</td>
<td>2.00%</td>
</tr>
<tr>
<td>Nogales Produce, Inc.</td>
<td>Dallas, TX</td>
<td>Hispanic Male</td>
<td>Healthy Eating/Fresh Fruit &amp; Vegetables</td>
<td>$228,380</td>
<td>2.00%</td>
</tr>
<tr>
<td>Satori Marketing</td>
<td>Houston, TX</td>
<td>White Female</td>
<td>Marketing &amp; Communication Services</td>
<td>$342,570</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

**TOTAL M/WBE PARTICIPATION:** $1,712,850 15.00%*

**NOTE:** The goal is based on the not to exceed amount of $11,419,016. If there are any changes to this amount, the original goal shall still apply.

*The percentage and dollar amount may remain level, increase or decrease depending on the circumstances.
Summary of EEO-1 Report

Blue Cross Blue Shield of Texas is headquartered in Richardson, TX and employs 24,286 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AM</th>
<th>WHITE</th>
<th>TOTAL</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>999</td>
<td>742</td>
<td>707</td>
<td>56</td>
<td>3,884</td>
<td>6,388</td>
<td>26.30%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>1,094</td>
<td>3,714</td>
<td>2,438</td>
<td>241</td>
<td>10,411</td>
<td>17,898</td>
<td>73.70%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>2,093</td>
<td>4,456</td>
<td>3,145</td>
<td>297</td>
<td>14,295</td>
<td>24,286</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>8.62%</td>
<td>18.35%</td>
<td>12.95%</td>
<td>1.22%</td>
<td>58.86%</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
### Board-Approved Expenditure Justification
#### New Contract for Health Plan Provider Services

<table>
<thead>
<tr>
<th>PURPOSE OF CONTRACT/AGREEMENT</th>
<th>DOLLAR AMOUNT</th>
<th>CONTRACT TERM</th>
<th>TYPE OF PROCUREMENT</th>
<th>1. Is it necessary?</th>
<th>2. Does it need to happen now?</th>
<th>3. Can it be phased?</th>
<th>4. Can we reduce the amount?</th>
</tr>
</thead>
<tbody>
<tr>
<td>This contract will cover cost associated with employee medical Health Insurance Services.</td>
<td>Not to exceed $11,419,016</td>
<td>Five-year base term with two, one-year options starting January 1, 2022</td>
<td>Request for Proposal (RFP)</td>
<td>Yes, for employee health insurance coverage.</td>
<td>Yes, the current contract will expire December 31, 2021.</td>
<td>No, this contract is for employee health insurance coverage.</td>
<td>No, the cost is based on employee head count.</td>
</tr>
</tbody>
</table>
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Contract for Health Plan Provider Services

WHEREAS, DART currently has Third-Party Administrative Self-Insured Medical Plan services for Employees, Retirees, and Eligible Dependents; and

WHEREAS, the current contract for Third-Party Administrative Services with HealthSCOPE will expire December 31, 2021; and

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

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

WHEREAS, funding for this contract is within proposed FY 2022 Budget and current FY 2021 Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a five-year contract to Blue Cross Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (BCBSTX) for health plan provider services [Contract No. C-2058374-01], for a total authorized amount not to exceed $11,419,016.
Contract for Health Plan Provider Services

Prepared by: /s/ Nicole Fontayne-Bárdowell *

Nicole Fontayne-Bárdowell
Executive Vice President
Chief Administrative Officer

/s/ Gene Gamez *

Approved as to form: Gene Gamez
General Counsel

/s/ David Leininger *

Approved by: David Leininger
Interim President & Chief Executive Officer

* Reviewed and approved, but not signed due to COVID-19 Coronavirus Pandemic
DATE: May 25, 2021

SUBJECT: Approval of an Interlocal Agreement Between DART and the City of Lubbock Acting by and Through Citibus for GoPass® Application Licensing

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to execute an Interlocal Agreement (ILA), substantially in the form shown as Exhibit A to the Resolution and subject to legal review, with the City of Lubbock, acting by and through Citibus, for licensing of the GoPass® mobile app for a six-month pilot program with one-time fees for onboarding, hosting and maintenance, and a service level agreement.

FINANCIAL CONSIDERATIONS

• Ongoing licensing and maintenance fees from Citibus will support the successful continued operation of the GoPass platform. The fees will support expenses incurred by DART for GoPass, including costs for hosting and licensing.

• In the form included as Exhibit A to the resolution, the initial contract term of this ILA will be for six months with a mutual intent to establish a longer-term agreement.

• Payment for GoPass licensing from Citibus detailed in this agreement is up to, but not exceeding, $47,674.

• Of this total payment for services, DART will retain $24,614 for licensing, interchange, and program management fees, while Unwire will receive $23,060.

• Payment of the following fees are included in the agreement:
  • A one-time six-month pro-rated onboarding fee of $5,833.
  • A one-time six-month pro-rated program management fee of $24,000.
  • A one-time six-month pro-rated service fee of $3,000.
  • One-time in-app revenue and interchange fees of $11,841.
  • Microtransit integration set-up fee: $3,000.

BUSINESS PURPOSE

• The purpose of this agreement is to sub-license the GoPass platform with the City of Lubbock, acting by and through Citibus.
• Citibus has requested to enter into a six-month pilot period for GoPass to evaluate the benefits of a mobile ticketing system in supporting the needs of their riders. Citibus has communicated that if their riders respond favorably to GoPass, they will seek to establish a longer-term agreement with DART.

• Approval of this ILA with Citibus broadens the reach of GoPass and brings revenue to DART to support the ongoing operation and development of the GoPass application.

• GoPass is a nationally recognized mobile ticketing and scheduling application in use across large portions of the DFW metroplex. Enhancements have been made that enable GoPass to function as a multi-regional platform without detriment to DART riders’ quality of product.

• The ILA is currently under consideration by Citibus. DART is seeking Board approval of this ILA and, upon receiving any changes from Citibus, will make necessary changes and seek final approval from DART’s Legal and Procurement teams before executing the agreement. If any requested changes create a substantiative difference to the terms outlined herein, DART staff shall return to the DART Board with the updated terms for consideration for approval. Upon DART Board approval, Citibus will create and submit a resolution for approval by the City of Lubbock City Council.

• Approval of this item will help achieve Board Strategic Priority 3: Innovate to enhance mobility options, business processes, and funding.

LEGAL CONSIDERATIONS

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

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

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of an Interlocal Agreement Between DART and the City of Lubbock Acting by and Through Citibus for GoPass® Application Licensing

WHEREAS, DART has a contractual relationship with Unwire Payments & Mobility ApS (“Unwire”). Unwire maintains, develops, and hosts the System and provides support services as defined in the Service Level Agreement (“SLA”); and

WHEREAS, DART and City of Lubbock, acting by and through Citibus, have entered into discussions for Citibus to sublicense the GoPass application; and

WHEREAS, Citibus desires, under the terms of this Agreement, to access and utilize the GoPass application; and

WHEREAS, DART and Citibus are authorized to enter into this six-month pilot agreement through the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized, subject to legal sufficiency review, to execute an Interlocal Agreement (ILA) substantially in the form shown as Exhibit A to the Resolution with Citibus for GoPass® mobile app licensing with one-time fees for onboarding, hosting and maintenance, and service level agreement.
Approval of an Interlocal Agreement Between DART and the City of Lubbock Acting by and Through Citibus for GoPass® Application Licensing

Prepared by: 

/s/ Nicole Fontayne-Bárdowell * 

Nicole Fontayne-Bárdowell
Executive Vice President
Chief Administrative Officer

Approved as to form: 

/s/ Gene Gamez *

Gene Gamez
General Counsel

Approved by: 

/s/ David Leininger *

David Leininger
Interim President & Chief Executive Officer

* Reviewed and approved, but not signed due to COVID-19 Coronavirus Pandemic
INTERLOCAL AGREEMENT FOR GOPASS SUBSCRIPTION AND LICENSE PILOT

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

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

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

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

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

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

i. “Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and any other modifications to the System and backup copies of the related software.

j. “Use” or “Using” means to download, install, activate, access or otherwise use the System.

2. **ACCEPTANCE OF TERMS.** By signing this Agreement, Citibus agrees to be bound by the terms of the Agreement. The undersigned signatories on behalf of Citibus and DART represent he or she has signing authority. If the undersigned does not have such authority, Citibus may not Use the System provided by DART in any way, it may not be installed or downloaded, and it must be returned to DART in accordance with the notice provision here within three (3) days of the date Citibus received the software.

3. **LICENSE, CONDITIONS, AND OWNERSHIP.**

a. Subject to payment of the License Fees (defined below) set forth in Exhibit A, attached hereto and incorporated herein for all purposes, as well as compliance with this Agreement, DART grants Citibus a limited, non-exclusive, non-sublicensable, and non-transferable license to Use the System as set forth herein and solely for Citibus’ internal operations, in accordance with the Documentation, and within Citibus’ existing service area. Citibus is solely responsible for the consequences of Citibus’ Use including, without limitation, obtaining any and all permits, licenses and other regulatory or other approvals required for such Use. Citibus hereby accepts all responsibility for such Use at Citibus’ sole risk. The System software provided to Citibus hereunder may contain open source software, subject to separate license terms made available with the software or Documentation.

b. Citibus’ license is valid solely for the Term or period of time specified below in Section 14 hereof. Citibus’ right to Use the System software begins on the date the software is made available to Citibus for download or installation and continues until the end of the Term set forth below, unless otherwise terminated earlier under this Agreement or otherwise.

c. Citibus is solely responsible for: (a) selecting the appropriate software and equipment for use in Citibus’ operations; (b) properly installing and configuring any System software provided under this Agreement; (c) testing the Application to verify that, when used separately or as part of Citibus’ operations, the Application and the System software provided operate as intended and according to the Documentation; and (d) ensuring that the System and software provided meets Citibus’ requirements. Citibus assumes all risks arising from its evaluation of the System, related software and Documentation.

d. The license granted hereunder is conditioned upon Citibus’ payment to DART when due of the then-current one-time and recurring fees (individually, a “Fee” and collectively “Fees”) as well as any other applicable fees (all Fees dues hereunder, collectively “License Fees”) for the license granted herein, as set forth in Exhibit A.

e. Upon termination of the SLA for the software provided, and in the absence of an alternate written agreement for maintenance services for the software, this Agreement
will automatically terminate, DART and its Licensor shall have no further obligation to deliver maintenance services, and Citibus shall have no further right to Use the System in any way. DART shall provide Citibus notice within 30 days prior to termination of the SLA. Citibus acknowledges that its Use of any System software not permitted hereunder violates the terms of this Agreement and is deemed to infringe the rights of DART, Licensor, and any third parties with rights in and to the System.

f. DART and/or Licensor retain interests in all intellectual property rights in and to the System, including copies, improvements, enhancements, derivative works and modifications of the related software. Citibus’ right to Use such software is limited to those expressly granted by this Agreement. No other rights with respect to the System or any related intellectual property rights (including logos or marks) are granted or implied. Citibus hereby covenants that it will not challenge DART’s or Unwire’s rights to or ownership of the System (including derivatives and improvements), any DART, Unwire, or GoPass entity trade name, trademark, trade device, logo, symbol or code and the goodwill associated therewith, and related intellectual property rights, or directly or indirectly, assert any rights with respect to any of the foregoing inconsistent with DART’s or Unwire’s interests thereto or do or suffer to be done any other act or thing that might in any way impair the rights of DART or Unwire in and to any of the foregoing.

4. **INVOICES.** Invoices for License Fees shall be issued as provided in Exhibit A and payment is to be due thirty (30) days after the invoice date. All payments to DART shall be in U.S. dollars and in immediately available funds. Any failure to pay such invoices within ten (10) days of when due (subject to any legitimately disputed amount which may be temporarily withheld by Citibus for no more than thirty (30) days) shall entitle DART to terminate the license granted hereunder and all rights to the System software provided and any other rights addressed or granted herein.

5. **LIMITATIONS AND RESTRICTIONS.** Citibus shall not: and will not authorize a third party to:

a. transfer, sublicense, or assign Citibus’ rights under this license to any other person or entity, unless expressly authorized by DART and Unwire in advance in writing;

b. modify, adapt or create derivative works of the System software or Documentation;

c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the System;

d. make the functionality of the System or System software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by DART and Unwire in advance in writing;

e. use System software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by DART and Unwire in advance in writing;

f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the System; or
g. take or permit any act that would in any way impair the rights of DART and Unwire in the System.

6. **DART RESPONSIBILITIES.**

a. **Communication.** DART shall identify a project representative to coordinate all communication with Citibus regarding this Agreement. Citibus shall not communicate with DART’s licensors with regard to this Agreement or with regard to changes or additional features of the System, unless expressly agreed to in advance by DART. Notwithstanding the foregoing, reference is made to Exhibit C, attached hereto and incorporated herein for all purposes, which is executed by Unwire and which sets out services to be provided to Citibus by Unwire.

b. **Tickets.** DART shall incorporate or cause to be incorporated, Citibus ticket types, pricing, logo and service marks into the App and make the Citibus tickets available for sale to the public in the App. DART reserves the right to exclude any ticket type and shall provide notice of such exclusion to Citibus.

c. **Refunds.** As part of resolving customer complaints, DART may make refunds to Citibus customers. Refunds shall only be made by DART for tickets that have not been activated and where the refund amount is $15.00 or less. This amount may be changed by written agreement of the Parties and without the need to amend this Agreement. Any other refunds to Citibus customers shall require the approval of Citibus. Refunds by DART shall be processed electronically with Citibus funds accessed through the Back Office.

d. **Back Office.** DART shall provide or cause to be provided to Citibus a portal to a portion of the Back Office to access Citibus data. Citibus data shall be available in the Back Office for at least eighteen (18) months from the date of the transaction.

e. **App Stores.** DART shall be responsible for posting the App to the appropriate App stores and for keeping the App current, as DART determines to be necessary, at no charge to Citibus. DART shall promote the App at DART’s discretion.

f. DART will provide commercially reasonable efforts to: (a) cause the System to be delivered to Citibus without disruption to functionality, and (b) to cooperatively resolve any issues either or both Parties may have with Unwire or each other.

7. **CITIBUS RESPONSIBILITIES.**

a. **Communication.** Citibus shall identify a project representative to coordinate all communication with DART regarding this Agreement.

b. **Back Office.** To the extent currently available, and as may be further available during the Term of this Agreement, Citibus shall be responsible for modifying Citibus’ user interfaces that are available for sale in the App using tools available in the Back Office. It shall be Citibus’ responsibility to ensure that the data entered is accurate, either by direct data entry when available to Citibus, or by consistent and diligent review when direct data entry is not available to Citibus. DART assumes no responsibility for the accuracy of Citibus’ data.
c. **Tickets.** Until Citibus has obtained direct access for data entry, Citibus shall provide information about the user interfaces (ticket type and price) that it desires to be made available through the App. Citibus shall notify DART in writing of changes in such information.

8. **WARRANTY**

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

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

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

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

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

   a. already holds a valid license for the original version of the relevant System software,
      is in compliance with such license, and has paid DART the applicable License Fee
      for the Upgrade;

   b. limits Citibus’ Use of Upgrades or copies to Use on devices Citibus owns or leases;
      and

   c. unless otherwise provided in the Documentation, makes and Uses additional copies
      solely for backup purposes, and which backup is limited to archiving for restoration
      purposes.

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

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

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

14. **TERM AND TERMINATION.** This Agreement shall commence on the date it is last
    executed by a Party and shall remain effective for six (6) months thereafter (“Initial
    Term”), unless earlier terminated as set forth herein. This Agreement will terminate at
    DART’s discretion and upon written notice from DART if Citibus breaches its terms, or if
Citibus fails to pay any portion of the License Fees as required herein and Citibus fails to cure that breach or non-payment within sixty (60) days of written notice of breach or non-payment. Upon termination of this Agreement and/or the license grant, Citibus shall cease Use of the System and shall destroy all copies of System software in Citibus’ possession or control.

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

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

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

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

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

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

20. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement, will be governed, interpreted and construed in accordance with the laws of the State of Texas. Venue for any action brought in connection or related with this Agreement shall be only in Dallas County, Texas or the Federal District Court, Northern District of Texas, Dallas Division. By their signatures below, the Parties irrevocably submit themselves to exclusive jurisdiction as set forth herein.

21. **INTEGRATION AND SEVERABILITY.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, this Agreement constitutes the entire agreement between the Parties with respect to the license of the System to Citibus and any other related matter and supersedes any conflicting or additional terms contained in any other agreement, any request for proposal or other proposal, purchase order or elsewhere, all of which terms are excluded.

22. **REPRESENTATION BY COUNSEL.** Each Party to this Agreement acknowledges that such Party has: (a) read this Agreement in its entirety; (b) had full opportunity to review this Agreement; and (c) been (or had the opportunity to be) represented by competent counsel in connection with this Agreement, the negotiation of the terms and conditions set forth in this Agreement and the transactions contemplated by this Agreement. Accordingly, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived by Citibus.

23. **REGISTERED TRADEMARKS.** Citibus acknowledges that “DART”, the DART logo and “GoPass” are trademarks or registered trademarks of DART and/or its affiliates in the U.S. and other countries. Third party trademarks mentioned are the property of their respective owners and no rights relative thereto are granted, unless specifically set forth herein.

24. **INDEPENDENT PARTIES.** The relationship described in this Agreement is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship.

25. **NO THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights in a third party nor do the Parties intend to create any third-party beneficiaries.

26. **NOTICES.** Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the Party’s address as set out below:

DART: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202
Attention: Executive Vice President and Chief Administrative Officer
27. **COUNTERPARTS.** This Agreement may be entered into in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

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

**DALLAS AREA RAPID TRANSIT**

By: __________________________

David Leininger
Interim President & Chief Executive Officer

Date: __________________________

**CITIBUS**

By: __________________________

Date: __________________________

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

- **Exhibit A**    Exhibit A: Pricing & Feature Scope
- **Exhibit B**    Token Sharing Agreement
- **Exhibit C**    Service Level Agreement
Citibus PILOT ILA Agreement – Exhibit A: Pricing & Feature Scope

**Feature Scope:**

**GoPass App Delivery**

**Overview:** Develop Citibus instance within the GoPass branded application and includes all key features of the native GoPass application.

**Implementation timeline:** Implementation is expected to take three months from fully executed interlocal agreement.

**One-time Fees:**

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pro-rated set-up fee</td>
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<tr>
<td>Program Management fee</td>
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<td>Operational fee</td>
<td>$7,287</td>
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<tr>
<td>Service Level Agreement (SLA) fee</td>
<td>$3,000</td>
</tr>
<tr>
<td>Spare Labs Microtransit integration fee</td>
<td>$3,000</td>
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<td>Spare Labs Microtransit operational fee</td>
<td>Waived</td>
</tr>
<tr>
<td>Credit card &amp; interchange gateway fees</td>
<td>$4,554</td>
</tr>
</tbody>
</table>

**Total:** $47,674

**Feature Delivery Invoicing Schedule:**

50% Invoiced on commencement of work, 50% upon Acceptance by Citibus

**Interlocal Agreement Pricing Limitation**

Both DART and Citibus agree that, for the purposes of this six month pilot program and scope of services outlined in this agreement, total fees are not to exceed $50,000.
This agreement ("Agreement") is between the City of Lubbock acting by and through Citibus ("Citibus"), located at 801 Texas Ave, Lubbock, TX 79401 and Dallas Area Rapid Transit ("DART"), a regional transportation authority created under Chapter 452 of the Texas Transportation Code, located at 1401 Pacific Street, Dallas TX 75202 (each referred to as a "Party" and collectively referred to as the "Parties"). The Agreement governs the Citibus’ public transportation provider, Citibus, Use (defined below) of a certain mobile ticketing application, generally referred to as “GoPass®", limited as set forth herein.

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

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

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

1.00 DEFINITIONS

1.01. “Token” means unique identification symbols that identify a credit card number of a User (defined below).

1.02. “Service Provider” means a third party engaged by DART or a contractor of DART to convert credit card numbers of Users to encrypted digital representations ("Tokens").

1.03. “User” means a customer of one of the Parties that purchases a product or services from that Party on the mobile ticketing platform.

1.04. “Unwire” means Unwire ApS.,

2.00 SHARING OF TOKENS

2.01. When a User registers itself with one of the Parties on the mobile ticketing platform the User registers a credit card. The credit card information will be sent to a service provider who will provide with a Token to be used for future transactions with the User.

2.02. A Token may be shared between Parties or with Unwire or another contractor of DART.

2.03. The Parties will not receive any payment for sharing Tokens.

3.00 RIGHTS IN DATA

3.01. This Token Sharing Agreement ("Agreement") shall not be deemed in any way grant to any Party any property or other rights to any Token that was received or shared by that
3.02. **Upon termination of this Agreement, the Parties shall delete any and all Tokens and records of Tokens from storage and use and the Parties shall no longer be entitled to use such Tokens for any purpose.**

### TERM, WITHDRAWAL AND TERMINATION

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

### MISCELLANEOUS PROVISIONS

5.01. **Liability.** It is understood and agreed between the Parties that each Party shall be responsible for its own acts of negligence in connection with this Agreement and neither Party shall be responsible to another Party for any negligent act or omission in connection with this Agreement. If injury, financial, or property damage results from the joint or concurrent negligence of any of the Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available, including governmental immunity. No provision herein shall be deemed a waiver of any defense by any Party.

5.02. **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. No Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

5.03. **Assignment.** This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the Party being asked to consent.

5.04. **Amendments to Agreement.** No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing, duly authorized and executed by the Parties hereto.

5.05. **Severability.** If any provision of this Agreement is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein. The illegal, unenforceable or invalid provision will be deemed stricken and deleted from this Agreement, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

5.06. **Choice of Laws and Venue.** This Agreement shall be governed by Texas law and exclusive venue shall be in Dallas County, Texas.

5.07. **Counterparts.** This Agreement may be executed in multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.08. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of
time following the termination of this Agreement, shall survive termination.

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

DALLAS AREA RAPID TRANSIT

By: ____________________________
   David Leininger
   Interim President & Chief
   Executive Officer

Date: ____________________________

CITIBUS

By: ____________________________

Date: ____________________________
Citibus ILA Agreement – Exhibit C – Service Level Agreement

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1.00 PURPOSE

This is a Service Level Agreement ("SLA") between Unwire ApS ("Unwire"), Dallas Area Rapid Transit ("DART") and the City of Lubbock acting by and through Citibus ("Citibus"), for IT services required to support and sustain GoPass as provided to City by Dallas Area Rapid Transit ("DART" or "Vendor"). Unwire is solely responsible for GoPass service availability and for any availability penalties in accordance with Table 4.

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

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

2.00 SERVICE LEVELS

Unwire offers three (3) service levels as specified below. For the avoidance of doubt all times referred to in this SLA are cited as CST/CDT (US Central Standard Time/US Central Daylight Time), whichever one is applicable for Citibus from time to time, unless otherwise specified.

Table 1 Service Levels

<table>
<thead>
<tr>
<th>Service Levels</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>Access to Vendor’s technical support services within Vendor’s business hours.</td>
</tr>
<tr>
<td>Plus</td>
<td>Same as Standard plus additional access to server duty Monday-Friday 17:00-22:00 in case of P1 Events*</td>
</tr>
<tr>
<td>Premium</td>
<td>Same as Standard plus additional access to server duty 24 hours a day, 7 days a week, 365 days a year in case of P1 Events*</td>
</tr>
</tbody>
</table>

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

Citibus will be provided "Premium" service level. The price to Citibus for these services is reflected in the ILA. DART’s business hours are 09.00-17.00 Monday-Friday (CST/CDT), excluding US public holidays and Decembers 24 and December 31. Business days are Monday-Friday, excluding US public holidays and 12/24 and 12/31.

Unwire business hours are from 09.00-17.00 Monday-Friday (CET/CEST), excluding Danish public holidays and December 24 and December 31. A full list of Danish national holidays can be found at this location: https://www.worlddata.info/europe/denmark/public-holidays.php

3.00 HOSTED BACK END SERVICE AVAILABILITY

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

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Agreed Availability</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>≥ 98,00%</td>
<td>Per quarter</td>
</tr>
<tr>
<td>Plus</td>
<td>≥ 99,50%</td>
<td>Per quarter</td>
</tr>
<tr>
<td>Premium</td>
<td>≥ 99,90%</td>
<td>Per quarter</td>
</tr>
</tbody>
</table>

Availability Calculation
Service Availability is measured in percentages and calculated as follows:

\[
\text{Service Availability} \% = \frac{\text{Agreed Service Time} - \text{Downtime}}{\text{Agreed Service Time}} \times 100
\]

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

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

3.1 SERVICE WINDOWS

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

Table 3 Service Windows

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Service Windows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>18.00 – 08.00 (Business Days)</td>
</tr>
<tr>
<td>Plus</td>
<td>22.00 – 06.00 (one day a week)</td>
</tr>
<tr>
<td>Premium*</td>
<td>02.00 – 04.00 (one day a week)</td>
</tr>
</tbody>
</table>

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

3.2 AVAILABILITY PENALTY

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

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Availability Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>“Compensation value”: None</td>
</tr>
<tr>
<td>Plus</td>
<td>“Compensation value”: 15% of the monthly fixed SLA charge for each absolute percentage discrepancy (However, no more than 25% of the monthly SLA fee)</td>
</tr>
<tr>
<td>Premium</td>
<td>“Compensation value”: 75% of the monthly SLA Charge for each absolute percentage discrepancy (However, no more than 100% of the monthly SLA fee)</td>
</tr>
</tbody>
</table>

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

4.00 INCIDENT MANAGEMENT

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

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

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

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

phone to +1-855-631-8909

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

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

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

Table 5a Incident severity definitions

<table>
<thead>
<tr>
<th>Severity category</th>
<th>Description</th>
</tr>
</thead>
</table>
| Critical          | Complete loss of service or functionality with critical impact to business services, i.e. significant loss of revenue, customer service, production, corporate reputation or financial control. Examples of Critical issues would be:  
  • Customers cannot access GoPass at/after opening  
  • Tickets cannot be activated or viewed  
  • Ticket purchase cannot be completed |
<table>
<thead>
<tr>
<th>Severity category</th>
<th>Description</th>
</tr>
</thead>
</table>
| **High**          | Loss of service or functionality, which will degrade parts of the business services. instability, large delays and periodic influences or the user experience.  
Examples of High issues would be:                                                                 |
|                   | • Access to travel tools is not available  
• Customers cannot access OTP  
• Service is consistently unavailable and causes a high level of hindrance |
| **Medium**        | Service partly degraded or parts of the customers’ whole service not available.                                                                                                                             |
|                   | Examples of Medium issues would be:                                                                                                                                                                           |
|                   | • Access other integrated apps such as e.g. PayNearMe, BCycle and other integration points  
• Features of the application are not updating or displaying correctly  
• Customer cannot store or modify payment method or features in their profile  
• App is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the app  
• Outage creates time outs resulting in multiple charges to the bank with no delivery of tickets in the app  
• Performance of the service is severely impacted |
| **Low**           | Issues in a redundant element or incidents not critical for the business services.                                                                                                                             |
|                   | Examples of Low issues would be:                                                                                                                                                                           |
|                   | • Customers cannot register their device  
• Customers not able to view or activate their tickets due to device issues  
• Citibus unable to access reports |

**Table 5a Incident severity definitions (continued)**

<table>
<thead>
<tr>
<th>Severity category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extensive</strong></td>
<td>All end-users affected</td>
</tr>
<tr>
<td><strong>Significant</strong></td>
<td>A large number of end-users affected (more than 25% of end users)</td>
</tr>
<tr>
<td><strong>Limited</strong></td>
<td>A limited group of end-users affected (more than 5% and lower that 25% of end users)</td>
</tr>
<tr>
<td><strong>Local</strong></td>
<td>Very few or only one end-user affected</td>
</tr>
</tbody>
</table>
Table 5c Incident priority definitions

<table>
<thead>
<tr>
<th>Impact category</th>
<th>Severity category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Critical</td>
</tr>
<tr>
<td>Extensive</td>
<td>P1</td>
</tr>
<tr>
<td>Significant</td>
<td>P1</td>
</tr>
<tr>
<td>Limited</td>
<td>P2</td>
</tr>
<tr>
<td>Local</td>
<td>P3</td>
</tr>
</tbody>
</table>

4.1 INCIDENT REACTION TIMES

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

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

<table>
<thead>
<tr>
<th>Incident category</th>
<th>Initiated troubleshooting</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Within 2 hours</td>
</tr>
<tr>
<td>P2</td>
<td>Within 4 business hours</td>
</tr>
<tr>
<td>P3</td>
<td>Within 2 business days</td>
</tr>
<tr>
<td>P4</td>
<td>Within 4 business days</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Incident category</th>
<th>Initiated troubleshooting</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1</td>
<td>Within 2 business hours</td>
</tr>
<tr>
<td>P2</td>
<td>Within 8 business hours</td>
</tr>
<tr>
<td>P3</td>
<td>Next (non-started) app release or max thirty (30) calendar</td>
</tr>
<tr>
<td>P4</td>
<td>Will be monitored and recurring cases will be investigated in next (non-started) app release or within ninety (90) calendar days</td>
</tr>
</tbody>
</table>

4.2 END-USER CLIENT APP BUGS

Work related to fixing bugs due to an OS update or carrier or device manufacturer permutations of the OS code will be priced separately.

Neither DART nor Unwire will remediate bugs on devices not running the latest OS release or the release before that. Neither DART nor Unwire will remediate bugs for client apps not using the latest app version. Troubleshooting will take place within the timeframes stated in Table 7. The reaction time is calculated from the time the incident is reported by email until the first reply has been made to the user by email or phone.
Table 7 Troubleshooting service level windows vs. incident categories

<table>
<thead>
<tr>
<th>Service Level</th>
<th>System</th>
<th>Critical</th>
<th>High</th>
<th>Medium</th>
<th>Low</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>Backend system and end user client app</td>
<td>Unwire Business Hours</td>
<td>Unwire Business Hours</td>
<td>Unwire Business Hours</td>
<td>Unwire Business Hours</td>
</tr>
<tr>
<td>Plus</td>
<td>End user client app</td>
<td></td>
<td>Same as Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Backend system</td>
<td>Monday-Friday 09.00-22.00 (CEST/CEST) excl. Danish public holidays and 24/12 and 31/12</td>
<td>Same as Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium</td>
<td>End user client app</td>
<td></td>
<td>Same as Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Backend system</td>
<td>24 hours a day, 7 days a week, 365 days a year</td>
<td>Same as Standard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.00 TECHNICAL SUPPORT ENQUIRIES

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

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

Table 8 Technical support enquiries

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Technical support inquiries</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>4 support inquiries within business hours per month</td>
</tr>
<tr>
<td>Plus</td>
<td>6 support inquiries within business hours per month</td>
</tr>
<tr>
<td>Premium</td>
<td>12 support inquiries within business hours per month</td>
</tr>
</tbody>
</table>

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

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

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

The report includes the following data:
   6.1. Service availability
   6.2. Overview of bug reports and inquiries processed in DART’s service desk with open and closed status

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

7.00 HOSTING

To ensure all data is stored and processed in the US as well as to ensure a flexible and scalable solution for future growth, the GoPass ticket application service is located in a public cloud environment at Amazon Web Service. The hosted service is within Region US-east-1 (US East (N. Virginia)). For Premium service level the hosted service will be located in 2 (two) availability zones to ensure high availability.

Unwire's production and staging environment will be located at the public cloud environment. Other environments, such as test setup, will be located at Unwire's private cloud environment in Copenhagen, Denmark or in a public cloud environment in Europe. No personally identifiable information (“PII”) will be transferred to these environments. Only maintenance and administration tools may be used from the private cloud environment in Denmark.

8.00 LIMITATION AND EXCLUSIONS OF LIABILITY

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

9.00 CUSTOMER’S SECURITY OBLIGATIONS

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

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

If the Customer’s security obligations are not fulfilled, Unwire and DART’s SLA obligations will become void.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals effective as of the date last signed by a Party.

DALLAS AREA RAPID TRANSIT

By: __________________________
   David Leininger
   Interim President & Chief Executive Officer

Date: _________________________

CITIBUS

By: __________________________

Date: _________________________

UNWIRE

By: __________________________

Date: _________________________
DATE: May 25, 2021

SUBJECT: Contract for Accenture HR and Talent Management System Implementation Services

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a four-year contract for Enterprise Resource Planning (ERP) System Replacement – Human Resource (HR) & Talent Management (TM) SaaS Implementation and Integration Professional Services with Accenture LLP [Contract No. C-2061928-01]; for a total authorized amount not to exceed $3,403,877.

FINANCIAL CONSIDERATIONS

• This contract for Human Resources (HR) and Talent Management (TM) System Implementation Services is included in the Lawson Enterprise Resource Planning Replacement project budget of the approved FY 2021 Capital Budget.

• Sufficient funding for this contract in the amount of $3,403,877 is included in both the Lawson Enterprise Resource Planning Replacement project budget and the Agency-wide Capital line item of the FY 2021 Twenty-Year Financial Plan.

BUSINESS PURPOSE

• The purpose of this contract is to purchase Implementation and Integration Professional Services to replace the Lawson HR and Talent Management System, InfoStation HR & Talent Workflows, homegrown applications, and reports.

• The service is for implementing Workday SaaS Human Capital Management (HCM), Compensation, Onboarding, Benefits, Performance/Talent, and Recruiting. The service includes:
  • Reengineering DART's business processes, configuration of Workday HR modules, design and development of interfaces with other DART on-premise and in the cloud systems, testing of the solution, including testing design, scripting and execution, implementation, configuration and stabilizations of the resolution, data migration from Lawson to Workday, including assistance with data mapping, data translation, data transformation, and data extraction, implementation of a security model, creation of end-user and administration training material for all the HR modules the Agency subscribed to.
The Implementation and Integration Professional Services shall provide specific product knowledge of the Workday ERP. The Workday SaaS implementation team shall deliver recommendations for Best Practices for the Workday application in accordance with industries standards and guide the internal DART team in configuring the application to adjust to DARTs business processes. The SaaS implementation team will also provide guidance for organizational change management to support user adoption of the new Workday ERP.

The Implementation and Integration Professional Services shall coordinate with the DART internal team to provide application-specific knowledge of tables and Application Programming Interface (APIs), which will be used to integrate the new Workday application with existing DART third-party applications. The effectiveness of these integrations will rely heavily on the detailed knowledge of the tables, fields, and data definitions. DART's internal team shall depend on the Integration Professional Service team for this specialized knowledge.

The Implementation and Integration Professional Services consultants will support detailed knowledge transfer to the internal DART team to facilitate the continued support of the application and seamless transition to Workday from Lawson HR module, ensuring DART business continuity. This will include training and operational preparedness for the applications support teams.

The current Human Resources Information System information and processes are fragmented, inefficient, and labor-intensive. Rigid processes and loosely integrated workflows cause a lack of efficiency and consistency and delays in HR services and decision-making activities.

To provide employee self-service features to complete their HR tasks, this new HR & TM System will improve DART's ability to recruit, manage, and retain qualified and productive employees throughout their employment life cycle and offer a robust, stable technology platform.

This system will enhance DART-wide communications, decision making, reporting, and regulatory compliance. The Lawson HR and Talent Management System, InfoStation HR & Talent Workflows, homegrown applications, and reports will be replaced with this new integrated system capable of efficiently meeting needs, improving processes facilitating data-driven decision-making, and empowering employees to perform daily activities. Will provide a unified hub for HR services, information and improve employee satisfaction.

This implementation will impact hundreds of homegrown applications and reports. Existing integrations with other large systems such as InfoStation, Maximo, Trapeze, and Spear will require resources that the Technology department does not have on staff.

In June 2020 Staff convened an HR strategy workshop facilitated by InfoTech Consulting to identify business process improvements and document the requirements. The workshop outcomes included the scope of work for the procurement of the new system implementation and integration of professional services.

In March 2019, the Technology department briefed the Administration Committee on the strategy and roadmap to replace the Lawson V.10 Enterprise Resource Planning System's outdated technology.
• The FY 2020 goals for the President & Executive Director noted the Lawson ERP System Replacement milestones by September 30, 2020 contains:
  • Develop System Requirements
  • Initiate the Procurement Process
  • Both goals and performance measures were completed on schedule in FY 2020.

• Approval of these contracts will help achieve and sustain:
  • Board Strategic Priority 4: Pursue excellence through employee engagement, diversity, development, and well-being.
  • Board Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.

• The Board-Approved Expenditure Justification is included as Attachment 3.

PROCUREMENT CONSIDERATIONS

• On March 30, 2021, a Texas Department of Information Resources (DIR) notification was sent to Accenture, LLP, for Human Resources (HR) and Talent Management System Implementation Services.

• This will be a indefinite quantity contract, with firm fixed hourly rates for a term of four years.

• The contract award analysis is provided as Attachment 1.

D/M/WBE CONSIDERATIONS

• The State of Texas contracts will be utilized for this procurement. The State’s goal for this type of procurement is 26.0%. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of M/WBE spend dollars will be to and through the State.

LEGAL CONSIDERATIONS

• Section 452.055 of the Texas Transportation Code authorizes DART to contract for the provision of goods and services.
Dallas Area Rapid Transit Authority
CONTRACT AWARD ANALYSIS
(Request for Proposals)
RFP NO. P-2061928

Contract Information

A. Description: Contract for Accenture HR and Talent Management System Implementation Services

B. Contractor: Accenture LLP

C. Contract Number: C-2061928-01

D. Contract Amount: Not to exceed $3,403,877

E. Contract Type: Indefinite Delivery/Indefinite Quantity

F. Performance Period/Term of Contract: Four years

G. Options Available: None

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Issue Date: March 31, 2021

B. Number of Notifications Sent: One, Accenture LLC is the only firm approved by Texas Department of Information Services to install the Workday solution.

C. Date and Time for Proposal Receipt: April 23, 2021

D. Proposals Received: One

E. Discussion of Proposal Evaluation Process: The Accenture LLC proposal was evaluated and compared to the Authority’s requirements. Areas of risk were discussed and mitigated.

F. Discussion of Unacceptable Proposals: N/A

G. Proposal Scoring: N/A

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

I. Cost & Price Analysis: Price is fair and reasonable based on a comparison to the Independent Cost Estimate (ICE) and to the recent implementation of a Workday solution by the City of Dallas.
J. **Determination of Responsibility:**
   - **Bond Check:** N/A
   - **Reference Check:** On file with the Texas Department of Information Services Contract DIR-TSO-4062
   - **Financial Responsibility Survey:** On file with the Texas Department of Information Services Contract DIR-TSO-4062
   - **Insurance Check:** On file with the Texas Department of Information Services Contract DIR-TSO-4062
   - **On-Site Inspection:** N/A
   - **Arithmetic Check:** Yes
   - **Buy America Certification and/or Audit, if applicable:** N/A
   - **Debared/Suspended list:** Not on the debared/suspended list.

K. **Protests Received:** N/A

L. **Determinations Required:** N/A

**Determination and Recommendation**

Accenture LLP is a responsible offeror that provided the only proposal considering technical and price factors. They have the capacity to perform this contract and are recommended for award.
Contract for Accenture HR and Talent Management System Implementation Services

M/WBE Considerations

The State of Texas contracts will be utilized for this procurement. The State’s goal for this type of procurement is 26.0%. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of M/WBE spend dollars will be to and through the State.

Summary of EEO-1 Report

Accenture LLP’s local office is located in Dallas, TX and employs 201 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
<th></th>
<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AM.</th>
<th>WHITE</th>
<th>TOTAL</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALES</td>
<td>8</td>
<td>1</td>
<td>11</td>
<td>1</td>
<td>45</td>
<td>66</td>
<td>32.84%</td>
</tr>
<tr>
<td>FEMALES</td>
<td>7</td>
<td>3</td>
<td>14</td>
<td>2</td>
<td>109</td>
<td>135</td>
<td>67.16%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>15</td>
<td>4</td>
<td>25</td>
<td>3</td>
<td>154</td>
<td>201</td>
<td>100%</td>
</tr>
<tr>
<td>PERCENTAGE</td>
<td>7.46%</td>
<td>1.99%</td>
<td>12.44%</td>
<td>1.49%</td>
<td>76.62%</td>
<td>100%</td>
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</table>
### Board-Approved Expenditure Justification

**Contract for Accenture HR and Talent Management System Implementation Services**

<table>
<thead>
<tr>
<th>PURPOSE OF CONTRACT/AGREEMENT</th>
<th>DOLLAR AMOUNT</th>
<th>CONTRACT TERM</th>
<th>TYPE OF PROCUREMENT</th>
<th>1. Is it necessary?</th>
<th>2. Does it need to happen now?</th>
<th>3. Can it be phased?</th>
<th>4. Can we reduce the amount?</th>
</tr>
</thead>
<tbody>
<tr>
<td>The purpose of this contract is to purchase Implementation and Integration Professional Services to replace the Lawson HR and Talent Management System, InfoStation HR &amp; Talent Workflows, home-grown applications and reports.</td>
<td>Not to exceed amount of $3,403,877</td>
<td>Four-year base</td>
<td>Texas Department of Information Resources (DIR)</td>
<td>Yes, Infor is not adding new features to Lawson ERP and planning to discontinue it in its current form.</td>
<td>Yes, Infor is not adding new features to Lawson ERP and planning to discontinue it in its current form.</td>
<td>Yes, the overall project has been structured with a phased implementation. The Financial system replacement was removed from the project. This phase addresses only the HR &amp; Talent management systems. Further phasing is not possible.</td>
<td>No, the overall project budget has been reduced by adopting a phased approach.</td>
</tr>
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</table>
DRAFT
RESOLUTION
of the
DAL LASS AREA RAPID TRANSIT BOARD
(Executive Committee)

Contract for Accenture HR and Talent Management System Implementation Services

WHEREAS, DART’s Finance, Human Resources, Procurement departments rely on automated systems support for the daily operations of DART services; and

WHEREAS, these automated systems support approximately 4,729 employees, contractors, temporary employees and retirees, and

WHEREAS, the purpose of this contract is to purchase ERP System Replacement – Human Resource (HR) & Talent Management (TM) SaaS Implementation and Integration Professional Services to replace the Lawson HR and Talent Management System, InfoStation HR & Talent Workflows, homegrown applications, and reports.

WHEREAS, a Texas Department of Information Resources (DIR) procurement for a four-year contract was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price is fair and reasonable; and

WHEREAS, funding for this contract is within the current FY 2021 Budget and Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a four-year contract with Accenture LLP for ERP System Replacement - HR & Talent Management SaaS Implementation and Integration Professional Services [Contract No. C-2061928-01] for a total authorized amount not to exceed $3,403,877.
Contract for Accenture HR and Talent Management System Implementation Services

Prepared by: /s/ Nicole Fontayne-Bárdowell *
Nicole Fontayne-Bárdowell
Executive Vice President
Chief Administrative Officer

Approved as to form: /s/ Gene Gamez *
Gene Gamez
General Counsel

Approved by: /s/ David Leininger *
David Leininger
Interim President & Chief Executive Officer

* Reviewed and approved, but not signed due to COVID-19 Coronavirus Pandemic
DATE: May 25, 2021

SUBJECT: Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to award a ten-year subscription for Enterprise Resource Planning (ERP) System Replacement – Human Resources (HR) & Talent Management (TM) Software as a Service (SaaS) subscription to Precision Task Group [Contract No. C-2061898-01]; for a total authorized amount not to exceed $5,679,923.

FINANCIAL CONSIDERATIONS

- This subscription for Human Resources (HR) and Talent Management Software as a Service (SaaS) Subscription is included in the Lawson Enterprise Resource Planning Replacement project budget of the approved FY 2021 Capital Budget.

- Sufficient funding for this subscription in the amount of $5,679,923 is included in both the Lawson Enterprise Resource Planning Replacement project budget and the Agency-wide Capital line item of the FY 2021 Twenty-Year Financial Plan.

BUSINESS PURPOSE

- The purpose of this subscription is to purchase a Workday Software as a Service (SaaS) subscription to replace the outdated on-premise INFOR Lawson HR and Talent Management System, InfoStation HR & Talent Management Workflows, home-grown applications, and reports.

- INFOR is not adding any new features to the Lawson ERP and is planning to discontinue it in its current form.

- The current Human Resources Information System (HRIS) information and processes are fragmented, inefficient, and labor-intensive. Rigid processes and loosely integrated workflows cause a lack of efficiency and consistency and delays in HR services and decision-making activities.

- The new system will enhance DART-wide communications, decision making, reporting, and regulatory compliance. The INFOR Lawson HR and Talent Management System, InfoStation HR & Talent Management Workflows, home-grown applications, and reports will be replaced...
with this new integrated system capable of efficiently meeting needs, improving processes facilitating data-driven decision-making, and empowering employees to perform daily activities. Will provide a unified hub for HR services, information and improve employee’s satisfaction.

- The employee self-service features expand the ease with which employees can complete their HR tasks. The Workday system will also improve DART's ability to recruit, manage, and retain qualified and productive employees throughout their employment life cycle and offer a robust, stable technology platform.

- In March 2019, the Technology department briefed the Administration Committee on the strategy and roadmap to replace the Lawson V.10 Enterprise Resource Planning System's outdated technology.

- In June 2020 Staff convened an HR strategy workshop facilitated by InfoTech Consulting to identify business process improvements and document the requirements. The workshop outcomes included the scope of work for the procurement of the new system solution to implement.

- The following considerations support the ten-year duration of this subscription:
  - The Agency has been using INFOR Lawson Enterprise Resource Planning since the 1980's, over thirty years ago. Replacement of this critical system started in 2019 by defining the strategy presented to DART Board.
  - The Agency negotiated more favorable financial terms by committing to a ten-year agreement versus shorter terms with option years with realized savings of $796,000.

- Approval of this subscription will help achieve and sustain:
  - Board Strategic Priority 4: Pursue excellence through employee engagement, diversity, development, and well-being.
    - Board Strategic Priority 5: Enhance DART's role as a recognized local, regional, and national transportation leader.
  - The Board-Approved Expenditure Justification is included as Attachment 3.

**PROCUREMENT CONSIDERATIONS**

- On March 30, 2021, a Texas Department of Information Resources (DIR) solicitation was sent to Precision Task Group, Inc., for Human Resources (HR) and Talent Management Software as a Service (SaaS) Subscription.

- This will be a indefinite delivery/indefinite quantity contract, with firm fixed yearly subscription rates for a term of ten years.

- The contract award analysis is provided as Attachment 1.

**D/M/WBE CONSIDERATIONS**

- The State of Texas contracts will be utilized for this procurement. The State’s goal for this type of procurement is 26.0%. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of M/WBE spend dollars will be to and through the State.
LEGAL CONSIDERATIONS

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

A. Description: Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription

B. Contractor: Precision Task Group, Inc.

C. Contract Number: C-2061898-01

D. Contract Amount: Not to exceed $5,679,923

E. Contract Type: Indefinite Delivery/Indefinite Quantity

F. Performance Period/Term of Contract: Ten years

G. Options Available: None

H. Bond Requirement: N/A

I. Liquidated Damages: N/A

J. Funding Source: Local

Solicitation Information

A. Issue Date: March 30, 2021

B. Number of Notifications Sent: One, Precision Task Group, Inc. is the only firm approved by Texas Department of Information Services to resell the Workday solution.

C. Date and Time for Proposal Receipt: May 5, 2021

D. Proposals Received: One

E. Discussion of Proposal Evaluation Process: In November 2020, the Authority requested scripted demonstrations from Infor, Oracle, and Workday. The scripts were identical requiring suppliers to demonstrate key function and technical system process in a set amount of time. Suppliers were requested to provide the same system functionalities in the same timeframe to ensure equal comparison.

F. Discussion of Unacceptable Proposals: N/A
G. Demonstration Scoring:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Functional</th>
<th>Technical</th>
<th>Total</th>
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<tr>
<td>Workday</td>
<td>90.9</td>
<td>94.2</td>
<td>185.1</td>
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<tr>
<td>Oracle</td>
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<td>83.3</td>
<td>171</td>
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<tr>
<td>Infor</td>
<td>90.4</td>
<td>73.9</td>
<td>164.3</td>
<td>3</td>
</tr>
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</table>

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

I. Cost & Price Analysis: Price is fair and reasonable based on a comparison to the Independent Cost Estimate (ICE) and to the recent purchase of a Workday solution by the City of Dallas.

J. Determination of Responsibility:
   Bond Check: N/A
   Reference Check: On file with the Texas Department of Information Services Contract DIR-TSO-4242
   Financial Responsibility Survey: On file with the Texas Department of Information Services Contract DIR-TSO-4242
   Insurance Check: On file with the Texas Department of Information Services Contract DIR-TSO-4242
   On-Site Inspection: N/A
   Arithmetic Check: Yes
   Buy America Certification and/or Audit, if applicable:  
   Debarred/Suspended list: Not on the debarred/suspended list.

K. Protests Received: N/A

L. Determinations Required: Software licenses

**Determination and Recommendation**

Precision Task Group, Inc. is a responsible offeror that provided the only proposal considering technical and price factors. They have the capacity to perform this contract and are recommended for award.
Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription

M/WBE Considerations

The State of Texas contracts will be utilized for this procurement. The State’s goal for this type of procurement is 26.0%. The responsible State agency is the Texas Department of Information Resources (DIR). As this is a State contract, reports of M/WBE spend dollars will be to and through the State.

Summary of EEO-1 Report

Precision Task Group, Inc. is located in Houston, TX and employs 41 individuals. The following is an analysis of their EEO-1 report:

<table>
<thead>
<tr>
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<th>ASIAN</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>NATIVE AM</th>
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<td>8</td>
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<td>46.34%</td>
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<tr>
<td>TOTAL</td>
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<td>4</td>
<td>14</td>
<td>0</td>
<td>16</td>
<td>41</td>
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<tr>
<td>PERCENTAGE</td>
<td>17.07%</td>
<td>9.76%</td>
<td>34.15%</td>
<td>0.00%</td>
<td>39.02%</td>
<td>100%</td>
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# Board-Approved Expenditure Justification

## Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription

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<th>1. Is it necessary?</th>
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<tr>
<td>The purpose of this contract is to purchase Software as a Service (SaaS) subscription to replace the Lawson HR and Talent Management System, InfoStation HR &amp; Talent Workflows, home-grown applications and reports</td>
<td>Not to exceed $5,679,923</td>
<td>Ten-year base.</td>
<td>Texas Department of Information Resources (DIR)</td>
<td>1. Yes, Infor is not adding new features to Lawson ERP and planning to discontinue it in its current form.</td>
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<td>2. Yes, Infor is not adding new features to Lawson ERP and planning to discontinue it in its current form.</td>
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<td>3. Yes, the overall project has been structured with a phased implementation. The Financial system replacement was removed from the project. This phase addresses only the HR &amp; Talent management systems. Further phasing is not possible.</td>
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<td>4. No, the overall project budget has been reduced by adopting a phased approach.</td>
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</table>
DRAFT

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT BOARD

(Executive Committee)

Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription

WHEREAS, DART's Finance, Human Resources, Procurement departments rely on automated systems support for the daily operations of DART services; and

WHEREAS, these automated systems support approximately 4,729 employees, contractors, temporary employees and retirees, and

WHEREAS, the purpose of this subscription is to license a Workday Software as a Service (SaaS) to replace the Lawson HR and Talent Management System, InfoStation HR & Talent Management Workflows, home-grown applications, and reports.

WHEREAS, a Texas Department of Information Resources (DIR) procurement for a ten-year contract was conducted in accordance with the DART Procurement Regulations; and

WHEREAS, the proposed price is fair and reasonable; and

WHEREAS, funding for this contract is within the current FY 2021 Budget and Twenty-Year Financial Plan allocations.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to award a ten-year contract for a Human Resources (HR) and Talent Management Software as a Service (SaaS) Subscription to Precision Task Group, Inc. [Contract No. C-2061898-01], a total authorized amount not to exceed $5,679,923.
Approval of Workday HR and Talent Management Software as a Service (SaaS) Subscription

Prepared by: /s/ Nicole Fontayne-Bárdowell *

Nicole Fontayne-Bárdowell
Executive Vice President
Chief Administrative Officer

Approved as to form: /s/ Gene Gamez *

Gene Gamez
General Counsel

Approved by: /s/ David Leininger *

David Leininger
Interim President & Chief Executive Officer

* Reviewed and approved, but not signed due to COVID-19 Coronavirus Pandemic
DATE: May 25, 2021

SUBJECT: Authorization to Delegate Contracting Officer Authority

RECOMMENDATION

Approval of a resolution authorizing the Interim President & Chief Executive Officer or his designee to delegate Contracting Officer authority to Brad J. Cummings.

FINANCIAL CONSIDERATIONS

• Delegation of Contracting Officer authority has no financial impact on DART.

BUSINESS PURPOSE

• DART's enabling legislation and the DART Procurement Regulations authorize the DART Board, and subsequently the Interim President & Chief Executive Officer with DART Board approval, to delegate and designate persons with the power to contract for goods, construction, and services within budgeted amounts.

• Brad J. Cummings has been selected as the Vice President of Procurement. In that capacity, he requires Contracting Officer Authority to execute all contracts, purchase orders, and contract modifications.

• Contracting Officer limits are to be established by the Interim President & Chief Executive Officer.

• This item supports Board Strategic Priority 4: Pursue excellence through employee engagement, diversity, development, and well-being.

LEGAL CONSIDERATIONS

Section 452.106(a)(2)(A) of the Texas Transportation Code authorizes the DART Board of Directors to adopt and enforce procurement procedures, guidelines, and rules covering the appointment of Contracting Officers.

Section 452.108(b) of the Texas Transportation Code authorizes the DART Board of Directors to delegate and designate persons the power to contract for construction, services, and property, within budgeted amounts.
Section 2-201, Authority to Delegate, of the DART Procurement Regulations authorizes the President/Executive Director, with the approval of the Board of Directors, to delegate to designated persons the authority to purchase certain property, services, or construction within budgeted amounts.
DRAFT
RESOLUTION
of the
DALLAS AREA RAPID TRANSIT BOARD
(Executive Committee)

Authorization to Delegate Contracting Officer Authority

WHEREAS, Section 452.106(a)(2)(A) of the Texas Transportation Code authorizes the DART Board of Directors to adopt and enforce procurement procedures, guidelines, and rules covering the appointment of Contracting Officers; and

WHEREAS, Section 452.108(b) of the Texas Transportation Code authorizes the DART Board of Directors to delegate to designated persons the authority to contract for construction, services, and property within budgeted amounts; and

WHEREAS, the DART Board of Directors has adopted Procurement Regulations that establish a system for procurement and management of property, services and construction, and disposal of surplus; and

WHEREAS, Section 2-201, Authority to Delegate, DART's Procurement Regulations authorizes the Interim President & Chief Executive Officer, with the approval of the Board of Directors, to delegate to designated persons the authority to purchase certain property, services, or construction within budgeted amounts; and

WHEREAS, Brad J. Cummings has been selected as Vice President, Procurement, and requires Contracting Officer authority in the discharge of his duties; and

WHEREAS, delegation of Contracting Officer authority has no financial impact on DART.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the Interim President & Chief Executive Officer or his designee is authorized to delegate Contracting Officer authority to Brad J. Cummings.
Authorization to Delegate Contracting Officer Authority

Prepared by:  
/s/ Nicole Fontayne-Bárdowell *

Nicole Fontayne-Bárdowell  
Executive Vice President  
Chief Administrative Officer  

/s/ Gene Gamez *

Approved as to form:  
Gene Gamez  
General Counsel  

/s/ David Leininger *

Approved by:  
David Leininger  
Interim President & Chief Executive Officer  

* Reviewed and approved, but not signed due to COVID-19 Coronavirus Pandemic
DATE: May 25, 2021

SUBJECT: Briefing on GoPass® Annual Review

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The purpose of this briefing is to provide a twelve-month update of the progress of the GoPass application across both the general development of capabilities and operation of the platform, and the market expansion development strategy.

- In the twelve months following the presentation of a go-to-market strategy and model to the Board, the Office of Innovation has created formalized processes, added new team members, restructured responsibilities, and improved the approach to enterprise scalability of the GoPass platform, and positioning to drive new initiatives.

- The number of agencies utilizing the GoPass platform has doubled over the past year, from three to six, with new platform additions of Tulsa Transit, STAR Transit, and Charlotte Area Transit System (CATS) bringing $564,379 new combined minimum contract revenue to DART.

- Significant feature development has taken place with the GoPass platform in the past year, including features funded by Unwire, DART, Trinity Metro, Tulsa Transit, and CATS.

- GoPass maintains a robust feature roadmap, and opportunities to collaborate on feature development with sub-licensee agencies continue to materialize.

- Resulting from the experience working with agencies over the last year, observations of the market, and communication of agencies’ needs, DART has updated its financial scalability model for GoPass.

- Investments in the platform year to date have been significantly below previously projected across both GoPass and the broader MaaS Ecosystem. This is due to various factors, including staffing changes and the positive impact of sub-licensee agencies funding GoPass developments that align with DART’s roadmap.

- Discussion of this item will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; Priority 3: Innovate to enhance mobility options, business processes, and funding; and Priority 6: Enhance DART’s role as a recognized local, regional and national transportation leader.
DATE:       May 25, 2021

SUBJECT:  Briefing on GTFS-Realtime Prospective Vendor Utilization

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

• The purpose of this briefing is to provide further context regarding the General Transit Feed Specification (GTFS) and its utilization in DART’s activities and options for DART related to the distribution of this data.

• This briefing will assist DART in achieving the Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives, and Priority 3: Innovate to enhance mobility options, business processes, and funding.

• Pursuant to a request from the Board on December 8, 2020, to investigate opening GTFS-Realtime data to additional channels, DART has issued a Request for Information (RFI) to understand better prospective industry applications that may enhance our capability to support our riders’ needs.

• DART received interest from multiple parties, and four qualified responses were provided, from Connect Point, Here Technology, Swiftly, and TranSee.

• RFI responses did not uncover technologies that bring unique capabilities not already factored into DART’s roadmaps for existing vendor partnerships. Revenue generating sources identified focused on advertising revenue related to the display of GTFS-R data and did not bring other opportunities. DART has a comprehensive roadmap for enhancing GTFS-R capabilities to improve customer experience, including integrating new data points to existing feed components and adding additional GTFS-R feed components.

• Opportunity cost exists for either option of enabling GTFS-R access to DART’s primary digital channels (such as GoPass app, Kiosk, Dart.org) or expanding access to select third parties.

• While expanding access would provide real-time data access to third parties, a compelling revenue-generating value proposition has not been uncovered through the RFI, nor would be broadening this availability resolve equity gaps for riders to access this data.

• Another key consideration of third-party integrations is limitations in presenting GoLink service and bookings through third-party channels. This will significantly impact the utility of third-party channels for presenting DART’s services with the major planned service redesign that expands GoLink utilization scheduled for February 2022. Over 70% of GoLink trips are booked through the GoPass app today.
• An additional consideration is that broadening the pool of accessibility to GTFS-R would undercut a core value proposition of the GoPass app, reducing new installs and users and diminishing ticket revenues through our least expensive revenue collection method, increasing costs to DART.

• Given the complex array of services offered by DART and the compelling value to the agency of having riders utilize GoPass, staff’s recommendation is to retain GTFS-R feed availability in DART’s channels alone but to maintain periodic reviews of the capability of the market to ascertain whether to open this to new channels as capabilities of market participants evolve to represent DART’s service offering adequately.
Agenda Report

DATE: May 25, 2021

SUBJECT: Briefing on DART Rail 25th Anniversary

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The purpose of this briefing is to provide plans on the commemoration of the 25th anniversary of DART Rail and Trinity Railway Express (TRE), which occurs on June 14, 2021 and December 30, 2021 respectively. The agency approach will focus on DART's economic and ridership impact on the North Texas region. DART Rail has moved more than 500 million riders alone since 1996. Additionally, employees and stakeholders will be heralded as an integral part in helping to accomplish these major milestones.

- DART Rail Key Objectives
  - The activities related to the 25th Anniversary of DART Rail will begin the first of the month of June and culminate by June 14th thus marking the official anniversary date.

- Employee engagement and recognition - We want to keep our employees at the forefront of this anniversary. They represent the community and DART. This anniversary represents pride within the agency and is a great opportunity to celebrate the internal contributions of the various divisions of the Rail Operations Department.

- Stakeholder outreach - Commemorating this milestone with our 13 service area cities is important because it acknowledges their role in DART's success. Opportunities for them to celebrate and share their city's achievements by sharing when light rail came to their city and how it has helped with economic growth through social media and digital platforms working through DART's Marketing and Communications and Government and Community Relations departments.

- Rider engagement and promotions - DART Rail is turning 25 years old because of our riders. We are continuing to welcome riders back from the pandemic and want to show them some appreciation for this milestone by providing moments to share, engage, and win rides! By sharing their stories with us, riders will have a chance to win 25 days of free rides through the GoPass® app.

- TRE Key Objectives
  - TRE will celebrate its 25th year of operation on December 30, 2021, with a similar reflection on employee contributions, stakeholder economic development and rider engagement to punctuate that time as well. Full plans are forthcoming and will be completed by the fall of 2021.
• Discussion of this item will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; Priority 4: Pursue excellence through employee engagement, diversity, development, and well-being; and Priority 6: Enhance DART’s role as a recognized local, regional, and national transportation leader.
DATE: May 25, 2021

SUBJECT: Briefing on Energy Savings Performance Contract

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The purpose of this briefing is to provide an update on not moving forward with the scope of improvements under the energy savings performance contract proposal.

- Texas Local Government Code Section 302.001(4) defines an energy savings performance contract as a contract between a local government and a provider for energy or water conservation or usage measures in which the estimated energy savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period.

- Consideration of an energy savings performance contract will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.

- Energy savings improvements may be financed by the contractor through savings achieved through energy and water savings measures, capital project funding, or a combination of both.

- A contractor was selected to conduct an energy savings phase-1 assessment and a third-party engineer review was completed.
Agenda Report

DATE: May 25, 2021
SUBJECT: Discussion of Board Members Return to In-Person Board Meetings

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

• On March 13, 2020, the Governor of the State of Texas issued a disaster declaration imposing certain restrictions on public gatherings and suspending certain open meeting laws to protect the health and safety of Texans. The disaster declarations are effective for approximately 30 days, have been continuously extended, and the current extension expires on or about June 6, 2021.

• DART began conducting Board meetings virtually via the Microsoft Teams platform on March 20, 2020.

• The purpose of this item is to discuss the plans for Board members to begin attending Board meetings in person in the next few months.

• Discussion of this item will help achieve Board Strategic Priority 1: Enhance the safety and service experience through customer-focused initiatives; and Strategic Priority 4: Pursue excellence through employee engagement, diversity, development and well-being.
DATE: May 25, 2021

SUBJECT: Briefing on the DART Historical Archive Project

RECOMMENDATION

This is a briefing item. No action is required at this time.

BUSINESS PURPOSE

- The purpose of this item is to brief the Committee on the status of the DART Historical Archive project. The briefing will include a recap of the work that has been done, what remains to be done, and next steps for continuing the work of accessioning material into the archive.

- Discussion of this item will help achieve Board Strategic Priority 2: Provide stewardship of the transit system, agency assets and financial obligations.