Request for Proposal for:

Paratransit/Demand Response Scheduling Software

December 24th, 2012

Portland, Maine Regional Transportation Program (RTP)

127 St. John Street

Portland, Maine 04102-3072
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SYSTEM OVERVIEW AND BACKGROUND

Background and Purpose

The RTP, Inc. (RTP), a demand-response transit agency that specializes in coordinating and managing mobility services, is seeking new scheduling and integrated GPS/AVL software. RTP is a growing demand-response, general public, point deviation service with reservations with multiple funding agencies and transportation programs. RTP is seeking proposals for software that will improve service performance, increase efficiency, and optimize current resources. RTP is also considering making significant enhancements to services through the use of the latest integrated technologies, such as IVR, GPS/AVL, and Mobile Data Computers. Therefore; we are seeking proposals from a firm(s) with demonstrated success integrating recent Intelligent Transportation Systems with this software. Based on pricing and funding availability, RTP may choose to accept a portion, all, or none of these ITS features at this time.

The agency's current software, ADEPT, has undergone numerous modifications to accommodate our present service requirements for the two programs. With this proposal, RTP is seeking to establish a partnership with an experienced paratransit software provider who has a thorough understanding of the both the public transportation and technology industries, a commitment to exceptional customer support, a recent track record of system innovation, and a vision for the future of paratransit and coordinated public transportation and similar general public services.

Current System Overview

RTP, located in Portland, Maine, is an established paratransit system that has been operating since 1976. RTP is a state designated public transportation provider for transit region 6, which encompasses 27 of the 29 towns of Cumberland County, Maine. RTP operates a coordinated human services transportation program, providing transportation services for seniors, individuals with disabilities, and low-income citizens, as well as ADA and Medicaid transportation services.

RTP also operates general public community transportation including the Shopper Shuttle, a service to provide transportation to food shopping. This service is provided mainly for the elderly, but the general public is welcome to ride. The Shopper Shuttle is a general public point deviation with reservations service operating in zones serving portions of a number of communities with daily runs. While using the same paratransit software program, RTP’s Shopper Shuttle service operates differently than RTP’s more specialized mobility services. Maine is a rural state with few urban areas. The largest of those areas is centered on the Greater Portland region. In Cumberland County, there are large rural areas, small urban areas, suburbs, towns, and villages.
RTP is responsible for receiving passenger trip reservation requests, scheduling and assigning trips to contracted service providers, billing funding agencies for service costs, monitoring service quality and providing comprehensive service reports. Services are funded primarily by state agencies including, and the Maine Department of Health and Human Services (DHHS). Passenger eligibility and service guidelines are determined by each sponsor agency. However, passenger service is integrated in a coordinated effort to maximize vehicle effectiveness and minimize service costs. Sponsor agencies are billed by their portion of shared vehicle hours.

Taxis are utilized to supplement RTP’s services. Several local area taxi companies provide service to meet transportation demands that are beyond RTP’s capacity to meet with reimbursement based on a standard metered rate.

RTP has a goal to improve return appointment pick-ups for return trip times that are often unknown and held in a “will-call” status. As a result, will-call return trips are then assigned, allowing passengers to call RTP for their return trip within the prescribed time window.

RTP provides ADA paratransit service for the two fixed-route systems (METRO and South Portland Bus Service) operating in Cumberland County in accordance with the Americans with Disabilities Act. Approximately 4.5% of RTP’s trips are ADA. ADA service operates during the same hours and days as RTP fixed-route service and strictly adheres to the ¼-mile eligibility corridor. It is available 7 days a week including holidays in accordance with METRO and South Portland Bus Service schedules. ADA trip reservations are accepted until 5:15 pm the day before service is to be provided.

Approximately 35% of RTP’s services are weekday trips to workshops and other sites sponsored by eight area Community Service Agencies (CSAs). These services are generally standing order trips, and are often grouped together with other passengers traveling to the same or nearby locations. The remaining services are trips to area medical service providers.

RTP provides approximately 1,200 daily demand response trips with a fleet of 39 vehicles and 40 agency drivers. RTP also schedules and uses various taxi companies on an as needed basis. Currently, one run equals one driver shift, and a vehicle is only assigned to one run each day. Most drivers work a five-day week, with at least nine hours in service. Runs have been scheduled for up to sixteen hours per day, and the service provider must separate the run in order to assign it to multiple drivers. Although split shifts are not currently scheduled, one service provider regularly receives a run with a large mid-day break and operates it as a split shift. RTP currently schedules an average of nearly 2,000 MaineCare bus trips a month. Over 43% of these weekday trips are standing orders. A number of standing order trips are not anchored to runs, but are scheduled on the most appropriate run each day.
Flex Route Service

Flex Service is a zone-based, general public RTP service that has features of both demand response and point deviation transit service. It acts both as a community circulator and as a feeder service to intermodal transportation services, including fixed route bus service, for travel outside of the designated zone. The service will go into neighborhoods and provide curb-to-curb reservation-based service. Presently, RTP is not providing any flex route trips; however, there are contracts to provide three flex routes in place, with another six possible in the near future. Four of these zones are served by only one vehicle, one is served by two vehicles, and one has one vehicle available all day and a second that leaves the zone three times daily to provide access to the closest bus connection, the county courthouse, and other services forty-five minutes away.

Although RTP’s Flex Service is a general public service, certain trips receive priority, including dialysis, cancer care, and work trips for people with disabilities. RTP has a goal of being able to provide Flex Service passengers with any intermodal information the passenger needs; the Flex staff person will work with a passenger to determine the closest point within the zone where a pickup or drop-off may be made, or what bus, train, ferry, or other intermodal connection is necessary to complete the passenger’s trip.

Flex reservations will be made up to 48 hours in advance, not including weekends. The Flex scheduler will take reservations in less than 48 hours as the schedule and their workload permits. It is a goal of RTP to be able to provide some same-day trips on Flex, and be able to diminish the 48 hour reservation requirement. Flex Service operates with a “pick-up” window, not as an exact time like a bus stop. RTP has a goal of decreasing the current window in order to reduce passenger wait time and increase customer satisfaction.

Call Center Operations

RTP operates a Mobility Management Center with a staff of 2 Mobility Intake Agents, 3 Mobility Schedulers, 3 Mobility Navigators, a Operations and Logistics Manager, and a Customer & Community Relations Coordinator. This group handles the majority of RTP’s calls. An average of 900 – 1,200 incoming calls are received daily. One other staff member handles all incoming RTP calls and schedules all “self-drive” trips.
Trip reservations are currently entered into ADEPT. Trips are not scheduled by the Mobility Agents at the point of reservation, but an estimated pick-up/drop-off time is generated. Passengers are told they should be ready an hour before their appointment time. For the exact pickup time they must call after 3:00 pm the day before the scheduled trip.

Mobility Planners schedule trips and create driver manifests by assigning passenger trips to designated routes (demand-response zones). Routes may often operate beyond the zone area, based on levels of demand and daily trip changes. Schedulers may also designate trips that RTP does not have the capacity to provide for taxi assignment. Mobility Planners manually assign all taxi trips with the same software. Driver manifests are completed by 5:00 p.m. the day before service is to be provided.

A Mobility Planner creates volunteer driver manifests by assigning passenger trips to the most appropriate available driver. Occasionally, the passenger is provided with a pick up time at the time the reservation is made. Other times, the passenger must call back to get a pick up time. Any change the planner has to make to a given pick up must be communicated to the passenger. Because RTP uses pick-up windows, and operates in a variety of zones, and due to the limited capacity of current scheduling/dispatch software, scheduling is often very tight; it is not unusual for a driver to be given less than five minutes between one stop and another. RTP is currently scheduling most trips manually and must use MapQuest to check travel times as needed.

Drivers complete their manifest, in pick-up order, with time and mileage entries. Manifests are returned at the end of a driver’s shift and checked-in for billing purposes and performance evaluation.

**Existing Computer Network and Systems**

RTP currently operates a mixed environment with both Windows XP Pro, and Windows 7. RTP has not standardized its hardware, but the majority of
components are Dell. RTP’s current scheduling software runs on a Dell Poweredge 2350 server, with one quad processor, 8 GB of memory, running Windows Server 2003. The entire server network has been recently upgraded to Windows 2008 R2. The server and applications are intended to be migrated. The RTP Program has 25 computers in total. All are running Windows XP PRO SP2. Twenty-three are running a Pentium 4 (2.80 GHz) with 512 MB of RAM, one is running a Pentium 4 (3.20 GHz) with 1.2 MB of RAM and the current batching PC is running a Pentium 4 (3.20 GHz) with 1.5 MB of RAM. RTP currently utilizes SQL Server 2000.

RTP’s geographic information system (GIS) is ESRI’s ArcGIS 9.1. All of the GIS data and map projects are stored on RTP’s central server, accessible to all ArcGIS users. RTP is currently planning to purchase two handheld global positioning system (GPS) units with sub-meter accuracy together with ESRI’s ArcPAD software. RTP has a goal of being able to integrate the GPS data of other transportation providers to accurately catalog and maintain an inventory of bus stops in the fixed route systems in the region. RTP has extensive data files including digital orthophotography, state E-911 and Tiger road files, census data, and zip codes.

The proposal must address how it will integrate current GIS capabilities, including use of ME GIS or Google Street base maps. We know of no commercial base maps in use that can rival the accuracy and detail of the Google street maps, but substitute commercial maps will also be considered.

RTP’s telephone system is an ESI Telephone System, Version 8.0 with a CPC 128 license. RTP has 24 trunk lines and 48 digital ports, with an automated call distribution feature attached to the main telephone system. Voice service is on a Nextel system. For MDC or AVL applications, RTP

| SUBMISSION DETAILS |

**Submission Deadline**

Proposal submissions will be reviewed by TransitPlus, the firm contracted to develop the RFP process and evaluate/recommend proposals, and the RTP. All submissions for responding to this request must be submitted on paper and delivered to both TransitPlus and the RTP, as stated below, no later than:

**Friday, January 25th, 2013**  
**No later than 5:00pm EST**
Submission Delivery Address

Physical delivery of the proposal should be made to both the RTP and to TransitPlus. Proposers should send nine (9) hard copies to RTP and one (1) hard copies to TransitPlus. The delivery addresses to be used for all hard copy submissions is:

RTP
Attention: Corey Gagnon
127 St. John Street
Portland, Maine 04102-3072

TransitPlus, Inc.
Attention: Ralph Power
5650 Greenwood Village Plaza Circle, Suite 142
Greenwood Village, Colorado 80111

Submission Questions and Clarification

Questions related to the RFP must be submitted in electronic form, Microsoft Word or PDF, prior to January 15th, 2013. Questions should be submitted to: Ralph Power at ralph.power@transitplus.biz.

Electronic Submissions

The RTP is not accepting electronic submissions of the proposal(s) at this time.

PROJECT MILESTONES

The RTP has developed the following project milestones to guide the progress of the project. RTP reserves the right to alter or amend the dates and activities at its discretion.

Table 2: Project Milestones

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>12/24/12</td>
</tr>
<tr>
<td>Deadline for Questions and Clarifications</td>
<td>1/15/13</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>1/25/13</td>
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<tr>
<td>Selection Team Review of Proposals</td>
<td>2/1/13</td>
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<tr>
<td>Interviews (week ending)</td>
<td>2/8/13</td>
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<tr>
<td>Final Selection</td>
<td>2/15/13</td>
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<tr>
<td>Contract Award</td>
<td>3/1/13</td>
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<tr>
<td>Project Kickoff</td>
<td>3/15/13</td>
</tr>
<tr>
<td>Project Commencement</td>
<td>9/15/13</td>
</tr>
</tbody>
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PROPOSAL FORMAT

Proposers should provide hard copies as laid out in the prior section. Proposers should set forth a plan to carry out the scope of work detailed in this RFP. It is RTP’s desire to commence work on this project as soon as possible. Proposers should present a profile of their firm to include:

1. **Letter of Transmittal** containing the name of the firm or person submitting the proposal, the main office address, primary contact person(s) and their respective telephone numbers and the number of years in business. The letter should include a signed statement from the firm principal or authorized agent indicating that the firm will comply with all terms and conditions of the Request for Proposal.

2. **Locality** - A statement as to whether the firm is local, regional, national, or international, providing the location of the office or facility from which the Services will be administered, and the location of the office or offices from which ongoing technical support will be provided.

3. **Understanding of the Project** – Proposers should detail their understanding of the work to be completed and provide RTP with a detailed scope of services covering all of the required tasks. In this section, Proposers should discuss the major issues with the implementation of the proposed system and how they can be addressed.

4. **Resources** - Discuss financial and technical resources available in support of this project. Disclose any commitments that could impede the Proposer’s ability to successfully perform under the time frame contained in this document. DBE participation should be discussed.

5. **Experience** - Proposers should provide a detailed description of their experience in the installation of the system to be provided under this RFP providing examples of successful implementation, a complete listing of installations and descriptions of the agencies that are currently operating with the proposed software. Proposers should detail their experience in the tasks required for this project with particular emphasis on projects of a similar scale and scope. RTP is interested to know about the staff that will be conducting the work on particular tasks, their depth of experience in the efforts envisioned for this project and other successful projects that have been completed by the team or its members. Proposers should demonstrate their ability to complete projects on time and within original budgets.

6. **Implementation Team** - Identification of Project Manager and key staff persons with resumes. For each named individual, provide resumes that describe qualifications, education and experience as well as direct experience in the area of implementation of similar systems.

7. **Scope of Work** - Discuss in detail the software to be provided and how the proposed product(s) will satisfy the function or functions described in the scope of work. In addition to describing the overall system proposed, address each of the following areas. More detail is provided in the Scope of Work/Technical Specification section that begins on page 13.
• **Anticipated Level of RTP Involvement** – Proposers should discuss, in specific detail, what is expected from RTP in terms of information and other resources for the installation and implementation of the system.

• **Security Features** – Describe in detail the security features of the proposed product(s), including administration, user access, and remote site access.

• **Physical Characteristics of the Proposed System or Component(s)** - Describe in detail the physical characteristics of the component(s) being supplied. Include total number of units to be delivered.

• **Reporting Capabilities** – By module or element of the software system, Proposers should discuss in detail the reports that will be made available to RTP, the system used for the generation of ad hoc reports, and the creation of customized reports.

• **Installation and Implementation** - Discuss, in detail, the installation and implementation of the software system including all required activities. Proposers should provide a master schedule/timeline for the complete installation and full implementation of the system noting the start and end of each task, major milestones.

• **Integration** – With the understanding that the procurement under this RFP is one element of a larger operation, Proposers should discuss their system’s capabilities to integrate with its administrative systems, including human resources and finance/payroll, and the ability to integrate with route scheduling systems and AVL components of other transportation providers in the region.

• **Training** - Discuss the training program that will accompany the proposed software system with details regarding the trainer, staff to be trained, cross training, the materials to be used, and scheduling. Proposers should be specific about the number of hours of training for various staff positions.

• **Testing the System or Component(s) Performance** - Describe the test program followed by the Proposer to ensure the system or component requirements have been satisfied.

• **System Assurance and Documentation** - Describe the documentation, software licensing, and technical support proposed for the component(s).

• **Warranty and Maintenance** - Describe the warranty and maintenance program.

• **Ongoing Technical Support** – Discuss the ongoing technical support program that will be provided to RTP in accordance with the scope of work of this RFP.

8. **References** - Proposers should provide at least five (5) references for projects that are similar in size and scope to RTP’s. Submit references to fully completed projects with live operational experience to the extent possible. Please include the details of the projects including the software system(s) installed. At a minimum, all references should include:
• Date of installation
• Profile of agency where system was installed
• Name of client and address
• Project manager telephone and fax numbers

9. **Required Certifications** – Complete and submit all forms, certifications, and signed addenda as required by this RFP. Price forms are included at the end of this RFP while additional Federal forms are included in Appendix A

10. **Pricing** - Provide pricing submitted on the attached price form. RTP assumes no responsibility for errors. The selected Proposer will be responsible for their staff's transportation and ancillary costs for all services. Please note that RTP is exempt from payment of federal excise and Maine sales tax. Exemption certificates will be furnished on request.

11. **Price Guarantee** - Provide the valid time period for the price proposals.

12. **Additional Information** – Provide any additional information that you feel is pertinent to your firm’s offering. This information should be no more than two pages long.

13. **Exceptions or Deviations to Specifications** - Clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception should include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the Purchaser will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Oral exceptions to the RFP will not be considered.

14. **Time Schedule/Transition Plan** - Each proposal should include a time schedule and transition plan setting forth the sequence of activities, events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations. The time schedule must provide for the transition to the new software with no disruption to existing services.
REQUIRED QUALIFICATIONS OF PROPOSING FIRMS

Proposals for the transit management scheduling and dispatching software will be evaluated by RTP to determine whether or not they meet the following required minimum qualifications. Any proposal that fails on any of these items may be considered non-responsive and may be rejected.

Conflict of Interest/Ineligibility

Any proposal, which indicates a conflict of interest, or is on the Comptroller General’s list of ineligible Proposers for federally assisted projects, will be considered non-responsive and will be rejected.

Experience, Personnel, and Financial Status

In order to be considered a responsive proposal, the Proposer must address all of the following:

1. The firm or general partner of the firm must demonstrate successful recent experience in providing services for systems similar to RTP. The Proposer should demonstrate familiarity with the management and operation of demand response public transit services, including all related tasks such as vehicle control and dispatch, personnel management, training, safety, vehicle maintenance and repair, and compliance with ADA regulations. A statement of qualifications demonstrating the above and listing the Proposer’s experience in the public transit field must be submitted. The names, addresses and telephone numbers of other public transit clients must be submitted, including specific information about clients utilizing integrated ITS technologies described in this RFP. The Proposer must provide the name of a contact person from each client.

2. The Proposer should submit a description of the firm’s organizational structure, history, legal status (i.e., partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy.

3. The Proposer must have and identify a proposed project manager who, at the time of service start-up, has performed well in previous jobs and has, preferably, at least three years recent experience in managing installations at public transportation agencies similar to RTP. The Project Manager’s resume must be included.

4. The Proposer must prove to RTP’s satisfaction that the Proposer possesses sufficient organizational/manpower resources to accommodate turnover in management and other personnel without disrupting operations. Alternatively, the Proposer may propose measures that would mitigate such turnover. Proposals shall contain a listing of current organization and personnel commitments to other work in sufficient detail to indicate that the organization and all of the individuals assigned to the proposed project will be able to meet the commitments of the proposal. Staff-hour commitments and percentage of time committed to other work for each member of the proposed Project team shall be specified.
5. The Proposer must prove to the RTP’s satisfaction that there are a sufficient number of qualified personnel dedicated to the RTP project.

6. The Proposer must have a satisfactory record of performance, including positive references from other public transit agencies that have recently contracted with the firm.

7. The Proposer must have adequate financial resources or the ability to obtain such resources as required during performance of the agreement and must present RTP with financial statements, including Income Statement and Balance Sheet covering the last three years. (Information on the firm’s financial status will be withheld from public review if submitted under separate cover with a request for confidentiality unless a court of competent jurisdiction orders disclosure).

8. The proposed allocation of contract resources must demonstrate an understanding of scope of work requirements as described in this RFP. The Proposer must submit a detailed budget breakdown on the proposal form.

**Minimum Insurance Requirements**

The selected Proposer must carry the following insurance coverage and must provide a certificate of insurance attesting to this as part of the contracting process.

**Commercial General Liability Insurance**

Minimum limits of one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate, combined single limit, for bodily injury, death, loss or property damage resulting from the activities undertaken by the selected Proposer.

**Professional Liability**

Minimum limit of one million dollars ($1,000,000) per claim and in the aggregate. Said policy or policies shall be issued by an insurer admitted to do business in the State of Maine and rated in A.M. Best's Insurance Guide with a rating of A: VII or better; and

**Workers Compensation**

The selected Proposer shall maintain workers compensation insurance in force at all times during the performance of work as required by the law. At all times during the term of this Agreement, the selected Proposer shall maintain on file with the RTP certificates of insurance showing that the aforesaid policies are in effect in the required amounts. All Minimum Qualifications must be met by January 26, 2013.
INFORMATION REQUIREMENTS

RTP has prepared the following information requirements in consideration of local, state and federal laws pertaining to procurement and to protect the interest of the RTP during the process.

General Requirements

In addition to all other restrictions pursuant to laws, RTP members and Staff will accept no entertainment or gifts of any kind from any firm that is a potential candidate for award of the engagement. All proposals must be complete and comply with all of the requirements and specifications of this RFP:

Conditions

If the RTP is unable to agree to terms and conditions with the Proposer first selected to negotiate with or if the Proposer has not fulfilled all conditions of the RFP at the time of final selection and retention, the RTP reserves the right to terminate negotiations with that Proposer without undertaking another RFP process, therefore enabling the RTP to negotiate with another Proposer.

Withdrawal of RFP

The RTP reserves the right to cancel this RFP at any time, and to reject any and all proposals submitted in response to this RFP, if the RTP determines such action or actions are in its best interest.

Proposal Applicability

To allow sufficient time for negotiation, all prices and conditions stated in the proposal must be binding on the Proposer for a period of ninety (90) days from the deadline for submission of proposals.

Legal Review

The RTP expects that all Proposers will agree to be bound by the terms and conditions articulated in this RFP, including the Federal clauses listed in Appendix A. For this reason, it is strongly recommended that Proposers have the terms and conditions contained herein reviewed with their respective legal counsel and that any Proposer concerns be brought to the RTP’s attention immediately.

Governing Law

This procurement and any engagement with selected Proposer shall be governed by the regulations of the Portland, Maine RTP and the State of Maine. Submission of a proposal constitutes acceptance of this condition.
Basis for Proposal

Preparation of proposals should be responsive-specific only to questions asked in the RFP and consistent with the instructions provided in the RFP.

Proposer Qualification

The RTP may make such inquiries as necessary to determine the ability of the Proposer to complete the scope of services described in this RFP to the complete satisfaction of the RTP. The RTP reserves the right to reject the proposal of any Proposer for whatever reason it unilaterally deems in the RTP’s best interest.

Fair Employment Practices/Equal Opportunity Acts

In the performance of this engagement, selected the Proposer shall comply with all applicable provisions of the equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. § 11200, et seq.).

Non-Discrimination

Selected Proposer shall not discriminate in the employment of persons engaged in the performance of this engagement on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law.

Terms of Compensation

The selected Proposer will submit invoices monthly for the percentage of work completed in the previous month. RTP agrees to pay all undisputed invoice amounts within thirty (30) days of receipt of the invoice. RTP agrees to use its best efforts to notify selected Proposer of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, RTP’s failure to timely notify selected Proposer or of a disputed amount of claimed completion percentage shall not be deemed a waiver of RTP’s right to challenge such amount or percentage.

Independent Contractor

The selected Proposer is and shall at all times remain, as to the RTP, a wholly independent contractor. Neither the RTP nor any of its agents shall have control over the conduct of the selected Proposer or any of the selected Proposer's employees, except as herein set forth. The selected Proposer expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees, are in any manner agents, servants or employees of RTP, it being distinctly understood that the selected Proposer is, and shall at all times remain to RTP, a wholly independent contractor and Proposer's obligations to RTP are solely such as are prescribed by this RFP.
Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding the above and with the written consent of the RTP, the selected Proposer may use the services of persons and entities not in selected Proposer's direct employ, when it is appropriate and customary to do so. However, all personnel responsible for the account (e.g. a project manager) must be employees of the firm.

Cost of Preparation of RFP

The RTP will not pay any costs borne by the Proposer in the preparation of its Proposal, including the costs of printing, demonstrations, negotiations, travel, lodging or other related expenses. All costs for the preparation of the Proposal, including, but not limited to those described above, shall be the responsibility of the Proposer.

Notification of Withdrawal of RFP

Proposals may be modified or withdrawn by written notice by an authorized representative of the Proposer delivered to the RTP prior to the final due date and time specified for Proposal submission.

Right to Reject

The RTP reserves the right to reject any and all Proposals or any part of any Proposal, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the RTP may deem in its best interest. The RTP will not be obligated to select the Proposer solely on the basis of any response made to this RFP.

Exceptions to the RFP

The format of the RFP must be followed and all requested information must be submitted as indicated. Proposers must address each of the required sections of this Request for Qualifications. Completeness, clarity and brevity are stressed in the RFP proposal binders. The RTP is receptive to any additional suggestions pertaining to the Scope of Services, or any alternative methods of completing the work product as described in the RFP. Any exceptions to the RFP terms and conditions must be included in writing in the Proposal.

Interpretations and Addendum

Any Proposer may request a clarification in electronic from the RTP as outlined in the Questions and Clarifications section of the RFP. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the RTP unless repeated in writing and distributed as an addendum by the RTP to all potential Proposers. Responses to requests for interpretations and/or clarification shall be provided electronically by the RTP.
DETAILED SPECIFICATIONS/SCOPE OF WORK

In this section a general overview is provided and then specific items and functionalities are described in alphabetical order. Please use the order described in the Proposal Format section for presentation of information about the system you are proposing. Refer to the detail provided here to understand the RTP’s expectations of the product we are purchasing and the specific requirements with which your proposed product must comply.

Product Overview and Outlook

Proposals should describe the following proposed software components that are required from all Proposers:

- Demand Response and paratransit scheduling and dispatch software with multiple avenues for tracking billing, funding, and ADA eligibility
- Automated Vehicle Locator (AVL) System
- Integrated mobile data technology that includes commercial, off the shelf Mobile Data Terminals. The RTP is not interested in proposals that include proprietary Mobile Data Terminals or storage components.
- Vehicle Logic Units (VLU) with a 3-5 year warranty
- Interactive Voice Response (IVR) system
- Broker data interchange utility to track broker payments and import trips
- Minimum of 30 industry standard reports and minimum of 10 customizable reports
- Automated phone notification module
- Hosted or web-based software that includes five (5) to seven (7) years of product support, user support, and warranties.

The Proposer should also address how the product is expected to evolve over the next few years.

Billing and Trip Verification

RTP schedules over 1000 passenger trips daily on 40 agency vehicles, as many as 60 volunteer vehicles and several taxis. There are more than 6500 passengers currently registered. Each passenger has an assigned agency billing code, and passengers may have multiple billing codes. RTP currently has a time-consuming check-in process requiring confirmation of each trip charge. Flex Service currently does not require any billing functions, but does require trip verification.

For each driver’s manifest in both RTP and Flex, the billing/trip verification clerks enter the beginning and ending time and odometer reading for the vehicle. They also confirm or change passenger pick up and drop off times for each trip. Drivers collect passenger pick up and drop off odometer readings, but this information is not entered into the
system due to time constraints. It is desirable that this is captured by the proposed system.

Taxi trips are checked in from individual cab receipts with fare amounts entered. Taxi service costs are reconciled monthly. It is desirable to have time and mileage data captured for taxi service.

RTP bills funding agencies both an hourly service rate set by contract with the carriers and an additional hourly fee to cover centralized services such as maintenance and training. Service rates vary both by carrier and by service area, so that the same carrier may charge a different rate in different service areas. Each rate may change once or more a year. Provider deadhead time is allocated proportionally by service hour among all funding agencies.

Funding agencies are billed by the meter for trips provided with taxis.

Proposers should demonstrate the ability to duplicate the current shared hourly, volunteer and taxi billing procedures with additional strategies for updating the entire process. Medicaid billing functions should also be addressed.

Data Management

Data entry must be easy and efficient. All tables must be exportable in a commonly used format. Some of the current RTP customer and trip data may be entered into the new system by RTP staff as part of the training and implementation process.

Basic Functionality

The following capabilities should be described in detail and priced separately where applicable.

- Basic functionality, and how it will be impacted by the separate services of RTP and Flex
- User-defined field lists, including field lists with possible user-defined additions
- Fields requiring customization for additions or changes to the default list (Provide the full default list for each field)
- Service parameter settings and how the two separate services of RTP and Flex and the different service requirements within RTP can be accommodated in the settings

Security

Proposals should describe the system’s security features to prevent unauthorized or accidental disclosure, alteration, or destruction of data, including the following features.
Authenticate on-site and remote users and prevent unauthorized users from tampering with data
- Manage user group privileges and other access control features
- Monitor user access of data and maintain an audit trail

Ease of Use

RTP will be evaluating proposals using a number of criteria including ease of use for its employees. To this end, Proposers are encouraged to discuss elements that simplify the use of their system including wizards, editing, and data integrity tools.

Data Integrity

Data integrity means that the data values in the database are correct and consistent. Proposers should present the features of their system that prevent the input of invalid data and that minimize human errors when data is entered. Proposers should also detail the testing that will be performed to verify the correctness of every field in every record transferred to the new system.

Data Conversion and Verification

RTP currently uses ADEPT for scheduling and for ADA eligibility tracking. The Proposer should present its processes by which the current data will be converted to the new system. The Proposer should also outline any participation in post-conversion data verification and clean-up efforts. Aspects of the conversion should include, but are not limited to the following.

- Audit data integrity (so fields that should contain numbers don't have text in them), and identify other data impurities within source data. Records that do not pass verification are flagged and prevented from entering the new system.
- Ensure that data has accurate Maine codes and towns and the correct spelling of street names.
- Convert data to upper or lower case as required, including specifics like 'McDonald' or 'O'Reilly' and reformatting all upper case or all lower case entries.
- Abbreviation expansion, as needed.
- Removing duplicates.

Care and Maintenance of Data

Proposals should describe the care and maintenance of the proposed system including the general requirements for updating data. Discuss in detail the type of staff people necessary for this maintenance.
Data Backup and Archives

At a minimum, RTP would like to have seven years of data regarding the service on hand for easy reporting and querying. Proposers should present a plan for the archiving of data, the management of the archive, and the required/recommended hardware for data storage.

Dispatching

Describe in detail the proposed dispatching tools, including those listed below. If any of these are not part of the dispatching function, describe where and how they are handled.

- Communication between dispatching and reservation/scheduling functions
- Dispatching effectiveness and performance evaluation reports
- Graphic display of individual routes with easily identifiable pick-ups, drop-offs, and breaks
- Ability to identify and assign open returns (will call trips) and same day trip requests
- Ability to identify and adjust service for no-shows, cancellations, and service interruptions
- Ability to identify scheduled and actual arrival times
- Monitor service in real time and alert the user for late trips (in MDC/AVL installation)
- Options for remote providers to dispatch their own work, including security features

Documentation

Database design documentation should be provided that completely describes both the logical and physical structure of the system database. The documentation should define and describe the individual elements (files, tables and fields) and the relationships between them. Portions of the database developed or modified specifically for RTP’s system should be identified. Note that this requirement is for a complete and thorough description of the physical and logical database schema. This will permit RTP staff to develop and maintain interfaces between the system database and other applications subsequent to project completion, and will facilitate the development of custom reports. Complete administrator documentation for the database management system(s) shall also be supplied.

The Proposer will provide RTP with five complete hardcopy sets and one electronic set of all documentation to support and operate the system. Electronic media must be compatible with Microsoft Office, which includes Word, Excel, and/or Adobe Acrobat PDF format.
In addition to the documentation specifically identified below, the Proposer should provide RTP with all documentation originally supplied with standard commercial equipment and software purchased from others.

**Data Ownership**

All data in the databases that is supplied by RTP or generated from RTP operations shall be solely owned by RTP. The Contractor shall have no ownership rights to this RTP-supplied or RTP operations-generated data. There shall be no restrictions on RTP's rights or ability to access and use its data.

**System Documents**

The Proposer should provide a system document index identifying all documents to be provided with the system. This includes all documents supplied with OEM hardware/software and the Proposer's own documents. The index should describe each document and the document's purpose, to help the user locate the appropriate document in the set of all system documentation.

**Hardware Documents**

Documentation for all supplied hardware should be provided to RTP. The Proposer should develop and maintain two hardware inventory lists:

- an inventory of all hardware, including the manufacturer, product, model number/version, serial number, name plate data, RTP identification tag number, quantity, purpose, and installed location.
- an inventory of all hardware documents, including product, version, document title, and RTP document number.

These should be maintained by the Proposer through final acceptance of the system and copies provided upon request of RTP Executive Director.

OEM-provided installation, reference, and/or maintenance manuals should be provided for all hardware. These should include descriptions, specifications, installation information, theory of operation, drawings, back panel and assembly wiring diagrams, and other electrical, electronic, and mechanical hardware data. The Proposer should include an attachment to each document outlining those portions of the document, if any, that do not apply to the RTP hardware.

Instructions should be provided for preventive maintenance procedures. The manuals should provide guidelines for isolating the causes of hardware malfunctions and for localizing faults.
**Software Documents**

Documentation for all supplied software should be provided to RTP. The Proposer should develop and maintain two software inventory lists:

1. an inventory of all software, including manufacturer, product, version, purpose, and installed location, and
2. an inventory of all software documents, including product, version, document title, and RTP document number.

These should be maintained by the Proposer through final acceptance of the system and copies provided to RTP’s Operations and Logistics Manager.

Installation, user, and reference documentation for standard Proposer and third party software should be provided for RTP review and approval. Standard software is defined as that which fully satisfies the requirements of this RFP without the need for modification. Typical examples include operating systems, database management systems, and software diagnostic programs.

In addition, RTP requires maintenance documentation necessary to sustain the software in the future. Information included in documentation must include, but not be limited to:

- Overview/description
- Installation guides
- Maintenance documentation
- Troubleshooting guides
- Diagnostic procedures
- Inspection procedures
- Detailed warranty/support coverage

**User Documents**

User documents are those that describe the system hardware and software from an end-user's point of view. RTP will be provided with ten printed copies of user documentation, ideally both a User's Guide (tutorial format) and a Reference Guide.

User Manual documentation should be provided that contains detailed operating instructions to be used by RTP personnel. Information in the documentation should be presented in meaningful terms to non-technical personnel. The documentation should include a description of the operation of the system as it relates to the user’s tasks.
The User Manual should describe each function and how it is to be used. The documentation will not be written as a programmer's document. Procedures should be explained step-by-step with an explanation of how each step is performed, which parameters can be adjusted, and the effects obtained by varying each parameter. All guidance and error messages should be described, along with the steps necessary to recover from errors.

Each system function and all other functions designed for RTP use should be included in this documentation. The documentation should also include a copy of each type of display used in the system along with a description of each data field.

The Proposer should supply RTP with one electronic copy of user handbooks per workstation.

**Document Review and Approval Rights**

The Proposer should submit all documentation to RTP for review and approval during the implementation process.

RTP will respond with written comments to the Proposer within twenty (20) working days after receipt of the documents. The Proposer must resubmit to RTP for approval documents requiring correction as soon as possible. RTP will review the resubmitted documents and record its approval or submit additional comments to the Proposer within twenty (20) working days after receipt of the document. No implementation schedule relief is to be implied for documents requiring further correction and resubmission to RTP.

To help RTP manage the review and turnaround of documents during any given period, the Proposer should stagger the release of documents over the time allocated in the project schedule for document review. The number and size of documents should be factored into the release schedule.

Any purchasing, manufacturing, or programming implementation initiated prior to written RTP approval of the relevant documents or drawings should be performed at the Proposer's risk. Review and approval by RTP should not relieve the Proposer of its overall responsibilities to satisfy system functions and features in accordance with the specification.

**Custom Document Review**

The Proposer's own and some third party hardware and software may need to be customized to fully conform to the requirements of this specification. RTP should have, in addition to the limited approval rights described above, full approval over the portions of the relevant document's content and format pertaining to the modified or custom hardware, software. The following conditions must be satisfied for this approval:
Changes and modifications must be documented in a complete and clear manner in accordance with the Proposer's established documentation standards, and

- Features, equipment, and options pertaining to RTP must be clearly distinguished from those that do not pertain.
- RTP should retain full approval rights over the work plan, test documentation, and other documents produced under this effort.

To the extent that the user interface will be customized or tailored, RTP should have full approval rights over the format and content of the user interface.

**Eligibility Management**

The Proposer should discuss the system’s features for tracking customer eligibility for funding agency programs without duplicate data entry.

The Proposer should discuss the system’s features that facilitate compliance with all functions required by RTP’s Regulations Regarding Eligibility for RTP’s ADA Paratransit Services and Title 49 Part 37 of the Code of Federal Regulations, including the features that would enable RTP to fully implement a feeder system. See Attachment E for the full RTP policy. ADA Service has three eligibility categories and three eligibility conditions. Categories are 1. Unable to use a fully accessible fixed route services, 2. Able to use fixed route service but requires an accessible bus and one is not available on the needed route, and 3. Able to use the fixed route service but unable to get to or from a bus stop. Conditions are 1. Never able to use fixed route service, 2. Unable to use fixed route service under certain conditions, such as cold weather, and 3. Temporarily requires paratransit service.

The Proposer should discuss its system’s capability to manage ADA application requests, track received applications, application response, eligibility type, and eligibility periods. The option of an interface with the State’s Medicaid Management Information System for eligibility verification and billing is also desired. The following minimum features are required:

- Tracking eligibility categories
- Conditional eligibility tracking and management. The Proposer should address how the system addresses these conditions in trip scheduling
- Advance notification of eligibility expiration, via either a report or a flag attached to the client’s file
- Fields for date the completed application was received, date it was processed, date of response, date of appeal, date of appeal hearing, and date of appeal determination
- Modifiable response form letter that is populated with approval or denial, reason for denial, approval category and conditions, and appeal process
Equipment

The Proposer should describe and price all required hardware and other software. The Proposer should detail any changes to RTP’s existing computers and network that will be required.

Intelligent Transportation Systems

RTP is considering making significant enhancements to services through the use of IVR, GPS/AVL, and Mobile Data Computers. Proposers should demonstrate their success in recent ITS integration with their software. Each ITS feature should be priced separately with a detailed description and equipment, license, and implementation budget. RTP may choose to accept a portion, all, or none of these ITS features at this time.

Mobile Data Terminals (MDTs)

As an option, the Proposer should describe the equipment and performance of mobile data computers (MDCs) for all Agency and Volunteer vehicles as many as 100. At a minimum, the system should do the following:

- Interface with the scheduling and dispatching system to access manifests, download them to the vehicle, manage manifests on the vehicle, and capture and send data back to the system for record keeping and reporting. Time and odometer reading for each trip event should be captured.

- The exchange of data between the vehicles and scheduling and dispatching system cannot require any form of manual intervention.

- The entire manifest should be stored on the MDC in case of communication interruption, but manifest updates must be possible in real-time or near real-time (within one minute).

- Audible alerts for certain messages or manifest changes should be possible.

- GPS-based vehicle location should be reported to the scheduling and dispatching system at least every two minutes, and with every data and communications request sent from the MDC. The system must have the capability of displaying this data on the system’s map display, along with other relevant data such as speed, door status, and idling.

- Vehicle operators should be able to quickly enter status updates to the manifest as they progress through their assigned run. The Proposer should describe features that would permit or forbid the operator from changing the order of trips on the manifest.

- The Proposer should describe standard status updates supported as well as what types of customized updates are possible.
o A means shall be provided to allow the vehicle operator to cancel and correct an incorrect trip status message or data entry.

o A means shall be provided to ensure that all manifest updates and changes acquired from the system are received by the MDC and that the system receives all trip status messages sent from the MDC.

o Fallback mode of operation that preserves normal functions to the greatest extent possible whenever the data channel or system is unavailable. The objective is to keep the vehicles operating for extended periods of time regardless of the status of data communications and with minimum need to consult hard copies of the manifests. While in fallback mode, all functions must operate normally, with the exception that manifest additions and deletions will not occur. All data communications messages, trip status messages, and GPS location messages shall be queued for later transmission. The system must be capable of buffering queued data messages for at least a full service day.

o Capture data each time the vehicle lift is cycled that can be used to generate statistics on lift usage, with separate statistics for cycles during the pre-trip inspection and those during service.

o Vehicle operator navigation aid shall be provided without requiring the manual entry of starting and ending points. Usage of the navigation aid with manually entered points, including intersections, shall also be supported. The navigation aid shall be map-based with the vehicle always centered on the display, shall continuously and accurately depict the vehicle’s current location on a map that provides street names and landmarks, and shall re-compute a route recommendation if the operator deviates from the initial recommendation. The navigation aid shall provide user-activated options for both audible and visual directions.

o A zone calculation for each trip to support NTD reporting purposes should be an option. The zones will capture urbanized vs. non-urbanized areas.

o Interface to timekeeping and payroll.

**Interactive Voice Response**

Please describe the proposed IVR system and any subcontractors you would work with to install it. The following features should be addressed:

- Customer accounts
- Reporting, including call volumes, caller requests, customer usage, recording of calls, etc.
- Phone and web-based trip booking, cancellations, etc.
- Outbound reminder calls, alert calls, and arrival of vehicle calls, including the call volume that can be handled in a set time period
Speech recognition and touch tone usage, including features to address deaf and hard-of-hearing users as well as users with speech impediments.

The equipment needed, including the number of phone lines for outbound calling for 3,000 trips per day, should be described and priced.

**Communications**

Proposers should address both wireless and radio communication options for ITS. Proposers should also discuss barriers and available options and processes for changing the protocol after the system is installed.

**Fixed Route Feeder Service**

Please describe tools to assist with the implementation of fixed route feeder service.

**GIS**

RTP uses ESRI ArcView with statewide map information provided by the Maine Geographic Information System and E-911 system, which is developed and maintained by the State of Maine. The MEGIS and E-911 data includes the street network and functional classifications, street names and address range information, landmarks, such as schools, parks, fire departments, hospitals, and bodies of water. The system should support all map features available.

The Proposer should also include a description and pricing for an alternate base map package, including updates to the maps.

RTP prefers the use of the same MEGIS base maps or Google Transit in the proposed software, and, if used, requires the ability to update these maps internally with updates and with fixed route system changes that affect the ADA corridor.

The Proposer is required to support the GIS data required for the system. Annual updates and maintenance are also required. Any conversion required of the base data set to other industry standard GIS formats, is the responsibility of the selected respondent.

The application of GIS should provide the ability to optimize routes in an expedient and regular manner. The scheduling and routing program must have the ability to easily export data generated for use in other mapping applications, primarily ArcView. Explain the GIS technology that the software utilizes, and how this program aids the scheduling and routing function. Describe how MEGIS data will be imported and updated and how data can be exported for other uses. Please be specific. Proposers are expected to demonstrate this functionality.
**GIS Display**

The GIS component must be able to display the RTP and Flex vehicle routes on the GIS map along with the regular scheduling/routing information. Trip origin and destinations must also be displayed. The system should allow geographic displays of fixed route data and information that will be easily used by operator dispatch and any future bidding including an MDC/AVL system.

This map data should be provided in ArcInfo/ArcView format. Maps should include and support point source data such as a passenger’s home address, commonly visited locations and trace data, as well as polygon data such as municipal boundaries, ADA service area, and Flex zones. The system should be capable of displaying paratransit, fixed route, and point deviation zone information simultaneously. This GIS information/data should be available to users operating any part of the system. The user should not have to exit an application to view map information and data. In addition, the system and maps should:

- Be available from all modules
- Support the display of zip codes, municipal boundaries, landmarks, and common destinations
- Have easy-to-use information features including allowing a user to zoom in or out and pan in any direction, allowing point and click on images to get information such as speed, and indicating one-way streets
- Provide several methods to calculate distance, including straight line and street routing
- Allow for the display of Flex service zone boundaries and the ADA service area and accommodate multiple and overlapping service areas
- Automatically create ADA service area boundaries from existing fixed routes data, and recognize day and time variations
- Provide geocoding capabilities for a variety of locations, bus stops, point address locations, and intersections, and allow geocoding by mouse if necessary
- Provide a comprehensive search, which displays a list of close matches when an exact street or point of interest cannot be found
- Display the approximate route of any or all vehicles based on the scheduled stops
- Enable RTP to assign latitudinal and longitudinal values to map features

**Trip Integration with Fixed Route Service**

It is desired that the system should be able to read and display fixed route schedule information from RTP’s fixed route scheduling system (Hastus),
providing user access to fixed route service information to consider in trip planning. Proposers should discuss this capability in detail.

**Implementation and Installation**

Each proposal should include a time schedule and transition plan setting forth the sequence of activities, events, and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations. The time schedule must provide for the transition to the new software with no disruption to existing services.

Proposers should include two separate timelines. 1. a two-phase implementation plan, with the software and IVR phase completed before the installation of the MDCs, and 2. a timeline for a simultaneous roll out of all software and ITS features. Differences in pricing should be noted.

Proposers should describe the procedures for testing the system during each phase of the implementation, including the test documentation they intend to provide to RTP. The Proposer will provide on-site testing during and after the completion of the installation of the system. Reports of the testing will include a description of all tests performed, the results obtained, and any required modification required as a result of the testing.

The Proposer will provide on site technical support during the installation process as well as during the time period that RTP will go live with the new system. The Proposer should describe the support that will be provided to RTP for the first year of operation of the system (from the date of full implementation). Proposers should describe, in detail, the installation/start-up and post-implementation support to be provided to RTP.

**Performance Requirements**

The following performance requirements should be described and any variables affecting performance should be explained. The product’s capability in terms of number of vehicles and trips and service type should be discussed. The proposal should include any other significant performance issues that will either need to be addressed or that are a benefit of the proposed system. As a part of the evaluation, RTP may require the Proposer to do a demonstration of its system performance.

- Search and confirmation for trip availability response time with all workstations active
- Number of client records that can be processed without any appreciable degradation in system performance
- Maximum daily trips that can be scheduled
- Optimization time for 3,500 trips
- The impact on system performance of different service parameter settings
The Proposer should also include a description of the system redundancy features to ensure system availability and prevent a system shut down from a single point of failure. System availability should be at least 99.95%.

**Planning Tools**

Proposers should describe any planning tools in their system that RTP can use to analyze data and find operational efficiencies. These types of tools would allow RTP to plan for growth and service improvements by analyzing ridership, schedule adherence, location and origin-destination patterns, demographics, and perform demand forecasting. Other information RTP would like to evaluate includes:

- Scheduling optimization experiments based on ‘what if’ scenarios that do not impact the actual schedule
- The effect of service changes and other factors on the propensity of specific groups to travel
- Candidates who may benefit from fixed route travel training based on trip patterns compared to fixed route availability
- Historical paratransit usage for consideration in the design of new schedules, feeder service, and/or Flex zones
- Origin and destination patterns and studies

**Proof of Performance**

All materials furnished and all work performed under this Specification should be inspected and tested. Should any inspections or tests indicate that specific software or documentation does not meet the Specification requirements; the appropriate items should be replaced, upgraded, or added by the Proposer as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary re-tests should be performed by Proposer to verify the effectiveness of the corrective action.

**Test Documentation**

Test Plans and Test Procedures covering both factory and field tests should be provided by Proposer to ensure that each factory and field test is sufficiently comprehensive to verify all the features and parameters of the functions to be tested.

Together, Test Plans and Test Procedures should provide a two-step description of each factory and field test. A high-level functional summary of the methods used for verifying each feature of the requirements being tested should be provided in the Test Plan; the step-by-step activities associated with each test should be listed in the Test Procedures.
Factory Tests

Factory tests should be conducted on all components of the system. The system components will not be released for shipment to RTP until all factory tests are completed satisfactorily or a waiver has been granted in writing by RTP.

Software Licenses and Programs

All software licenses should reside with RTP. All software licenses should identify RTP as the licensee, and should be delivered before final acceptance. All original copies of programs provided should also be delivered before final acceptance.

Programming Hardware and Software

The Proposer should be responsible for procuring all specialized programming hardware and software needed for developing and testing the system. The Proposer should describe what type of test environment will be provided to ensure that future upgrades can be tested by MIS personnel before going live with the system.

System Testing and Acceptance

The Proposer, working with RTP, should develop test plans and acceptance procedures to ensure the equipment is installed properly and accepted. This testing should encompass the full range of the functions and requirements required by this specification. All software provided should be tested to confirm that it is compliant with the current specifications, free from defects in design, material, workmanship, and is capable of sustained performance in the operating environment.

Testing should not begin until a sign off of the test plan and procedures by RTP. Test plans should be developed to ensure that the technologies are functioning as specified and reports are generated as required.

The system acceptance test should be conducted after all equipment is installed. RTP cannot accept the technologies until it has validated that the Proposer has met all requirements stated in this RFP. The Proposer should provide all labor and supervision for the installation and testing.

At the completion of the system acceptance test and the correction of any resulting variances, the system will be deemed operational.

On-site acceptance testing will include appropriate Proposer and RTP staff, and will occur at a time agreeable to both Proposer and RTP. System acceptance tests will exercise all system components according to the test plan section of the work plan, and will be designed to simulate RTP's production environment.
Toward this end, it will use RTP passenger and service provider vehicle and driver data, system parameters, and local maps. Acceptance tests cannot begin until data conversion and system configuration tasks are complete.

This will include the comprehensive testing of:

- Data conversion completeness and validity
- Functional requirements
- Reporting functions
- System requirements
- Software requirements
- Hardware
- Interfaces with external systems

The performance portion of the test will require the successful on-line and batch scheduling of this one week's worth of "past actual" RTP data. Proposer, and RTP staff should work together to fine-tune system parameters until both the on-line and batch scheduling approaches consistently produce schedules which are at least as efficient as those produced by the current system with the same data as measured by:

- Realistic travel times as determined by service provider representative familiar with local geography, drivers’ ability, and traffic conditions;
- Trip assignments that are as productive (measured in terms of passengers/hour); and
- Amounts of idle time, vehicle runs, miles, and hours.

Tests conducted by the Proposer may not prevent the operation of existing systems or cause system interruptions unless previously approved by RTP.

The Proposer will maintain complete records of all test results. The records should be keyed to the steps enumerated in the test procedures.

A variance report should be prepared by either RTP or Proposer personnel each time a deviation from specification requirements or the Proposer’s design is detected. Variance reports should be collected and maintained by the Proposer’s Project Manager.

The Proposer should document actions taken to correct variances. Sufficient information should be provided to enable a RTP representative to determine the need for retesting the function, for testing interaction with any previously tested function, and for updating appropriate documentation.
Reservations and Scheduling

Proposals should describe in detail the scheduling engine and features, including the following.

- Real-time, online, and/or batch scheduling
- Scheduling parameters, including ability to have different parameters for different services and different funding agency requirements within services
- Ability to schedule group runs separately from other trips and lock the trips together
- Schedule optimization
- Trip scheduling option determination such as least-cost option or preferred provider
- IVR-based and Web-based reservations

Resource Management

The proposal should describe the system’s features to handle driver and vehicle assignments, run restrictions, and the system’s ability to support split shifts and other scheduling efficiencies. The system’s ability to keep the resources of the Regional Transportation Program and Flex Service separate should also be described. The proposal should also include methods to manage deadhead time and other paid out-of-service time, such as pre-trip inspection. The proposal should also discuss any features to manage funding agency resources, such as a set monthly budget with the ability to determine the impact of an additional trip on the budget.

Reporting

An element of critical importance to the successful implementation of the new software is a comprehensive and easy to use reporting system with a library of prepared reporting options for RTP’s staff to use. RTP must submit standard operating statistical reports on a monthly and annual basis. RTP must have the capability to respond to requests for information from their local and state governing bodies as well as their customers.

Proposers should supply RTP with a comprehensive list of reports to be included in the system. Proposers should provide a detailed description of their reporting engine along with any report wizards. RTP is seeking a hearty library of standard reports, the ability to easily create ad hoc reports, and the Proposer’s ability to design and prepare reports according to RTP’s needs. RTP should have the ability to run summary and detailed reports, and to set parameters for reports, including service, date range, carrier, funding agency/billing code, and zip code.

Reporting capabilities should be available and should be able to be output in print, fax, e-mail, or a form such as .pdf or Snapshot. The system should also have data import and export capabilities to standard PC software in multiple formats including Word,
Excel, Access, DBF, DB2, Text, and CSV. Please describe this functionality. The system should have the ability to copy information to a clipboard for use with Word or Outlook. The system reporting tools should allow for the display of reports on-screen or printed.

The system should contain a full report generating capability to produce custom reports and should be able to perform ad hoc reporting and data reports as required. The system should include an Open Database Connectivity (ODBC) - compliant reporting tool. All standard and custom reports delivered with the system should have been built by and should be editable via the reporting tool.

The list below indicates the minimum reporting capabilities that are required under this RFP. Proposers should include their complete listing of reports. Examples should also be provided.

Proposers should also discuss the process required for RTP’s staff to prepare the reports and whether or not programming is required. Ease of use is an important element in this procurement.

**Standard Reports**

Please describe your system’s standard reporting capabilities. The Proposer should include a list of standard reports included with the system in their proposal. Examples of standard reports are:

- Operating Statistics
- Driver Manifests
- Trips By Funding Source
- Vehicle Productivity by Run
- Monthly Ridership Reports including Total, by Service, and by Funding Agency
- Monthly Billing Report
- Cancellations, No Shows, and Late Cancellations Report
- Idle Time
- On-Time Performance
- ADA Eligibility Expiration Notifications
- Alphabetical Client Listing
- Mail Merge for Address Labels and Letter Generation
- National Transit Database

**Ad Hoc Report Generation**

The system must provide tools and wizards that allow users to easily create, edit, and save reports utilizing an industry-standard reporting product. Please
describe your system’s report generation capabilities. Proposers must be capable of demonstrating this feature.

RTP also requires the system to integrate into an ODBC-compliant database that provides additional third party tools to access the database to query and view the database tables and the database model. An Entity-Relationship Diagram may be required upon notice to proceed. It is also mandatory that the system be capable of importing and exporting reports to multiple formats including Excel, DBF, Text, and Access.

**Additional Custom Reports**

Proposers should provide RTP with a narrative of their experience in custom report development at other locations where their product is installed and operating. In addition, the Proposer should include general pricing guidelines for custom reports.

**Technical Support and Customer Service**

The Proposer should describe in detail all technical support and customer service options and packages, and provide pricing. Features to address include, but are not limited to, upgrades and updates to the software and the impact of changes on customizations, support hours in Eastern Time (standard or daylight), toll-free telephone number, on-line, on-call, or other support methods used, and user groups. After final acceptance of the system, the Proposer should provide continuing technical support. Please describe ongoing support options and pricing for a five-year period. Consultation with knowledgeable technical support personnel and trained field service personnel should be readily available to assist RTP in maintaining the system(s) in a timely manner. The Proposer should define all terms and conditions of the agreement including but not limited to hours of service, return policies, and software upgrades.

**Training**

The Proposer should provide a comprehensive training program that prepares RTP personnel for effective operation and maintenance of the system, consisting of, at a minimum:

- Training for administrators providing the details of the operations of the system and the set-up of parameters and operational assumptions (average travel speeds, dwell times, wheelchair loading times, fleet characteristics etc.)
- Cross training, including scheduling, reservations, and dispatch
- System maintenance
- Management of client information and intake
- Call taking, reservation taking, trip screening
- Scheduling
• Dispatching
• Running system reports
• Creating and running additional reports
• Driver training, if needed for ITS features
• Installation and maintenance training for maintenance personnel, if needed for ITS features

Training Plan and Schedule

Proposers should provide a detailed schedule of training during the implementation phase.

Proposers should be specific about the training that will be provided for each of the categories above including the number of days or hours, the materials to be covered, the level of competency that will be attained, and the point at which the training will occur during implementation. Proposers should identify any restrictions to the hours-of-the day and days-of-the week during which training can be conducted and the cost associated with training conducted outside of these hours.

The Proposer must provide details about the staff person(s) who will conduct the training, including years of experience, area of transit expertise, and a complete list of locations where the staff person has conducted training. Upon completion of the training, RTP staff must have the skills and technical expertise to make full use of the system. Training should be hands-on and tailored to enhance the technical expertise and operating efficiency skills of RTP’s staff.

Proposers should discuss, in detail, the plan to include RTP’s staff in the initialization or calibration of the system. Proposers should also discuss the minimum computer training that a staff member should have prior to system training. Training will be done on site at RTP. User training should be conducted at RTP facilities. RTP will make available its conference room and computer equipment for the training. Proposers should describe any training that they would like to do off-site, including which RTP employees would need the training, where it would take place, the duration, and also explain why the training cannot be done at RTP.

RTP requires that all agency and management staff who will have access to the system, including but not limited to Mobility Planners, Mobility Agents, Mobility Navigators, Customer Relations staff, and Billing and Data staff, be fully trained on-site on the new system prior to system cutover in order to minimize service disruptions. In addition, RTP’s information systems support personnel must be trained on all aspects of installation, update, administration and maintenance of the system. The RTP’s Operations and Logistics Manager
will deem training complete and sufficient only when all users at all locations are competent and comfortable using the system in a production environment.

All training required for successful cutover to and operation of the new system must be provided as part of the package price. Proposers should also discuss and price any opportunities for post-installation training or skill development.

**Training Documentation, Manuals, and Equipment**

Upon completion of the training, the Proposer will provide RTP with five hard copies and one electronic copy of all training materials.

The Proposer should prepare training manuals and submit them to RTP for review before the start of classroom instruction. The training manuals should be prepared specifically for use as training aids; reference, maintenance, and user's manuals may be used as supplementary training material but not as the primary training manual. Principal documents used for training should be tailored to reflect all RTP hardware, software, and user requirements.

Upon completion of each course, instructor's manuals, training manuals, and training aids should be provided to RTP. RTP reserves the right to copy all training manuals and aids for use in RTP training courses.

The Proposer should furnish for use during training courses all special tools, equipment, training aids, and any other materials required to train course participants. The number of special tools and other training equipment should be adequate for the number of participants attending the course.

Training and reference materials such as handbooks, operations procedures, etc. may need to be made available in accessible format, including Braille, large print, or audio tape. An electronic copy of all materials should also be provided.

**Changes in Scope of Work**

It is understood and agreed that it may be necessary, from time to time during the term of this bid, to modify its provisions or to revise the scope and/or extent of RTP system operations. In each such instance, RTP and the bidder should consult with each other and should come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required should be made to writing, and when appropriately executed by both parties, should constitute an amendment to this document. Until an amendment has been approved, it should have no force or effect.
PROPOSAL FORMS

The following forms must be submitted with any proposal. Failure to submit any of the attached forms or any subsequently issued RFP addendum will result in a Proposer’s proposal being considered non-responsive.

1. Pricing Form

2. Time Requirements. The time required to complete the project shall be clearly stated in the proposal. A statement of specific time-framed and measurable project objectives for each goal should be included in the application. Objectives must be stated in measurable terms. The applicant should provide convincing evidence that achievement of the project objectives is feasible within the stated periods. In addition, a schedule shall be included that shows each phase or task of the work, when that phase or task will begin, how long it will continue, and when it should end. The timetable should clearly delineate the points in time where project deliverables are planned and should be tied to the proposed budget.
Required Pricing Form

The price in any proposal submitted should include all labor, materials, equipment, and other cost necessary to fully complete any or the entire proposal. Each module, customization, additional features, and implementation task should be priced separately. Certain capabilities that RTP requires but is not yet ready to implement should also be priced separately.

Please complete this form and submit supporting documentation where needed. If you need additional space, please attach additional pages. RTP reserves the right to request additional cost information for clarification purposes during the evaluation period.

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software</td>
<td></td>
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<tr>
<td>Mapping</td>
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<tr>
<td>Installation</td>
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<td>Training</td>
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<tr>
<td>Licensing</td>
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<td>Additional Reports</td>
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<td>Warranty one year</td>
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<td>Warranty two year</td>
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<td>Warranty three year</td>
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<tr>
<td>Warranty four year</td>
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<tr>
<td>Interfacing licensing, engineering support, and implementation</td>
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<tr>
<td>MDCs – Equipment</td>
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<tr>
<td>MDCs – Installation</td>
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<td>MDCs – Software and Licensing</td>
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<tr>
<td>AVL</td>
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<tr>
<td>IVR</td>
<td></td>
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<tr>
<td>Other Items (provide details)</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
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</tbody>
</table>

Note: There will be a 10% hold back until the system is completely installed and accepted by RTP

______________________________  __________
Signature of Proposer’s Date
Contract Manager
Failure to complete this form and to submit it with your offer may render this offer non-responsive.

Time Allocation Form Sample

<table>
<thead>
<tr>
<th>Names of Principal Staff Members</th>
<th>Role in Project</th>
<th>Time % Over Contract</th>
<th>Hours</th>
<th>Hourly Rate($)</th>
<th>Cost $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Task 1</td>
<td>Task 2</td>
<td>Task 3</td>
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<tr>
<td>Totals: 1.00</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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The Authority has an established evaluation process for the review of proposals. Proposals will be reviewed for compliance, responsiveness, accountability, and capabilities. Each proposal will be independently reviewed to determine compliance with all aspects of the RFP. All non-responsive respondents will be notified in writing.

The Technical Proposals and Price Proposals should be carefully evaluated for conformance with the requirements of this RFP. Cost will not be the sole factor in determining which Proposer will best serve the interests of RTP. Responsive proposals will be evaluated in accordance with the following evaluation and selection criteria:

**Firm and Personnel Qualifications**

The experience and references of the Proposer, including evaluation of their overall performance on similar projects, contract retention and longevity, initiative and flexibility, and financial stability and capabilities.

Proposed personnel, including staffing level in terms of positions and hours, wage rates, qualifications and experience.

Organizational depth (capability of handling turnover, the level of professional services in the proposal) and the experience and references of the project manager.

**Scope of Work**

The successful firm will show a demonstrated understanding of the requirements of this RFP, a sound technical proposal approach, and inclusive of all elements contained in the Scope of Work with emphasis on:

- The ability of the proposed system to meet the technical requirements of the RFP.
- The performance and ease of use of the proposed system.
- Understanding and commitment to EEO, ADA, and RTP program requirements.
- The ability to provide continuing technical support and customer service, as demonstrated by a history of customer satisfaction and references.

**Price Proposal**

The price proposal should be submitted in a separate, sealed envelope together with the hard copy proposal. Price proposals should be included in manual submissions to both the RTP and The price proposal should include detailed annual and total contract price, including pricing for the options offered. The successful Proposer will include in their price proposal the annual cost of system maintenance, warranties,
cellular phone service, and third party telephone costs for a five (5) to seven (7) year period. Price will not be considered as a factor when making a selection.

**Final Selection**
The final selection will be based on the above selection criteria after conducting interviews and negotiations. **Table 3** is a summary of final selection scoring by category.

**Table 3: Proposal Evaluation Criteria**

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of the project</td>
<td>10</td>
</tr>
<tr>
<td>Experience, resources, and demonstrated experience in relevant systems</td>
<td>10</td>
</tr>
<tr>
<td>Implementation team, installation, and implementation plan and schedule, training</td>
<td>10</td>
</tr>
<tr>
<td>Client references, level of current customer satisfaction with product, company, and support</td>
<td>10</td>
</tr>
<tr>
<td>Compliance with technical specifications and reporting capabilities, anticipated level of RTP involvement, integration capabilities</td>
<td>20</td>
</tr>
<tr>
<td>Ease of Use</td>
<td>15</td>
</tr>
<tr>
<td>Compatibility with existing hardware/software</td>
<td>10</td>
</tr>
<tr>
<td>Ongoing technical support and warranty</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**TERMS AND CONDITIONS**

All contract terms and conditions that may arise out of this Request for Proposal are subject to negotiation upon vendor selection. In the event that terms and conditions suitable to RTP cannot be reached, RTP reserves the right to negotiate with the next highest rated vendor and/or begin the process anew.
The scope of work described in this request for proposal is to be partially financed with the assistance of grants from the Federal government under the Federal Transit Act, as amended. The contractor(s) will be required to comply with all applicable regulation, terms and conditions prescribed by grant's Master Agreements between the United States Department of Transportation Federal Transit Administration and the Regional Transportation Program. Reference to those terms and conditions are outlined below. These clauses will be formalized and included in the contract/price agreement with the contractor for the service described in the above-referenced scope of work. Contractors are required to comply with these provisions by signing pages 6-8 of this document.

1) Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by RTP, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by RTP, as set forth in FTA Circular 4220.1 F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any purchasing agency requests which would cause the purchasing agency to be in violation of the FTA terms and conditions.

2) Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3) No Obligation by the Federal Government

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

5) Suspension and Debarment

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

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. RTP regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(I) on the Contractor, to the extent the Federal Government deems appropriate.

7) Termination

Termination for Convenience

The purchasing agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the purchasing agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the purchasing agency, the Contractor will account for the same, and dispose of it in the manner the purchasing agency directs.

Termination for Default [Breach or Cause]
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the purchasing agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the purchasing agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the purchasing agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure

The purchasing agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to purchasing agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within twenty (20) days after receipt by Contractor of written notice from the purchasing agency setting forth the nature of said breach or default, the purchasing agency shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the purchasing agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

8) Breach of Contract and Dispute Resolution Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of purchasing agency. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the purchasing agency. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the purchasing agency shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute
Unless otherwise directed by purchasing agency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

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

Remedies

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

Rights and Remedies

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

9) Energy Conservation

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

10) Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

11) Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.
12) Civil Rights

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et .§!N., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

13) ADA Access
The Proposer agrees to conform to any and all applicable regulations and provisions of the Americans with Disabilities Act (ADA) as it related to products and services (IVR) that maintain a customer interface.

14) Conformance with ITS National Architecture

The Regional ITS Architecture This final rule on the ITS Architecture and Standards requires the development of a local implementation of the National ITS Architecture referred to as a regional ITS architecture. The regional ITS architecture is tailored to meet local needs, meaning that it does not address the entire National ITS Architecture and can also address services not included in the National ITS Architecture. The regional ITS architecture shall contain a description of the region and the identification of the participating agencies and other stakeholders; the roles and responsibilities of the participating agencies and other stakeholders; any agreements needed for operation; system functional requirements; interface requirements and information exchanges with planned and existing systems; identification of applicable standards; and the sequence of projects necessary for implementation. Any changes made in a project design that impact the regional ITS architecture shall be identified and the appropriate revisions made and agreed to in the regional ITS architecture. Any region that is currently implementing ITS projects shall have a regional ITS architecture within four years of the effective date of this rule. All other regions not currently implementing ITS projects shall have a regional ITS architecture within four years of the first ITS project for that region advancing to final design. In this context, a region is a geographical area that is based on local needs for sharing information and coordinating operational strategies among multiple projects. A region can be specified at a metropolitan, Statewide, multi-State, or corridor level. Within a metropolitan area, the metropolitan planning area should be the minimum area that is considered when establishing the boundaries of a region for purposes of developing a regional ITS architecture. A regional approach promotes integration of transportation systems. The size of the region should reflect the breadth of the integration of transportation systems.

15) Access to Records

The following access to records requirements apply to this Contract: I. Where the Purchaser is a State and is the FT A Recipient or a subgrantee of the FT A Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000. 2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General any of their duly authorized representatives, have disposed of all such litigation, appeals, claims exceptions related thereto. Reference 49 CFR 18.39(i)( II). 3. FTA does not require the inclusion
of these requirements in subcontracts.

16) Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date ____________________________________________________________

Signature_______________________________________________________

Company Name___________________________________________________

Title _____________________________________________________________

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

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

Signature __________________________________________________________

Company Name _________________________________________________________

Title _______________________________________________________________

Certification requirement for procurement of buses, other rolling stock and associated equipment.
17) Lobbying

Bidder has to sign certificate provided below: Certification Regarding Lobbying. For Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding $100,000)*

The undersigned proposer certifies, to the best of his her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.c. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Propose certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official  Date

________________________________________  _________________________

Name and Title of Proposer's Authorized Official
18) Disadvantaged Business Enterprises (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement. If you are a DBE certified contractor, please fill out the subsequent certification stating your letter of intent to perform services as a DBE.

Letter of Intent to Perform as a DBE

Project Title or Description:
________________________________________________

The undersigned intends to perform work in connection with the above project as (check one):

☐ a prime contractor a subcontractor
☐ a joint venture other (please specify);

If applicable, name of prime contractor and/or joint venture partner:
_____________________________

The disadvantaged status of the undersigned is confirmed on by the attached documentation:
1. Submit copy of certification papers, etc.

Date: _______________________
Name of DBE Proposed Contractor: __________________