



RFP No: 3770

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until July 21, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Department of Transportation.

Hosted Statewide GPS Public Transit Call Center Solution

MANDATORY VENDOR WEB CONFERENCE: June 17, 2016 at 2:00p.m.

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Chris Grimmer
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8208
Chris.Grimmer@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3770
due July 21, 2016 @ 3:00 p.m.,
ATTENTION: Chris Grimmer

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3770.

- _____ 1) One clearly marked original response and ten (10) identical copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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**SECTION I
 SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
State of Incorporation	_____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and ten (10) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the Technical Specifications by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
 11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and ten (10) copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the **ITS** web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Chris Grimmer, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8208, Chris.Grimmer@its.ms.gov.
 - 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly

conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

3.1 The Proposal Exception Summary Form as accepted by **ITS**;

3.2 Contracts which have been signed by the Vendor and **ITS**;

3.3 **ITS'** Request for Proposal, including all addenda;

3.4 Official written correspondence from **ITS** to the Vendor;

3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and

3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
- 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. **Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three

(3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.
18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
21. **Outstanding Vendor Obligations**
 - 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
 - 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
 - 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3770.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A Proposal Exception Summary Form is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if

included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish ITS with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no Vendor response or Vendor compliance is required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are **MANDATORY**. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 **MANDATORY** - Attendance at the Vendor Web Conference on Friday, June 17, 2016 at 2:00 p.m. Central Time is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Web Conference will be rejected.

- 2.2.1 To access the mandatory Vendor Web Conference, Vendor must contact Chris Grimmer via email no later than Thursday, June 16, 2016 at 4:00 p.m. Central Time to receive instructions on how to enter into the web conference.

3. **General Overview and Background**

- 3.1 The MDOT Public Transit Division, hereafter known as the Lead Procuring Agency, located in Jackson, Mississippi is requesting proposals for regional call center technology. This RFP is made on behalf of statewide transit providers, to purchase GPS-based automated scheduling, routing, billing and reporting software with Automated Vehicle Locator (AVL) and swipe card capability. This technology will enhance Demand Response, Flexible, Fixed, and Commuter Route services for Community Transportation providers funded by the Federal Transit Administration (FTA). The agency transportation providers in all of the Regional Transportation Coordination Groups have executed contract agreements with the lead procuring agency, thus making these agencies eligible to participate in the resulting awarded RFP contract. The lead procuring agency will identify specific provider needs for each agency.

- 3.2 **Goals**

The lead procuring agency on this RFP shares the same common expectations from the software and the company providing the software. This project is being implemented with the goals of increasing efficiency and growing the capacity of transportation systems. The lead procuring agency expects to procure a turnkey system or solution that allows for integration with other technologies in the future and with the RouteMatch web-based version 6.1 software currently in use at Bolivar and Aaron Henry Health Center. The lead procuring agency expects to have a positive return on investment.

- 3.3 **Scope of Project**

The proposals must successfully address the software requirements outlined in this document. The selected proposal will be for a web-enabled, Vendor-hosted, GPS-based automated scheduling, routing, billing and reporting software with AVL and swipe card capability that easily and accurately selects the most appropriate vehicle/route to place reservations using a batch scheduling process. Statistics should be generated by the proposed solution that enables the user to determine the efficiency of the schedule proposed by the proposed solution. The solution must also generate performance statistics to determine the efficiency/effectiveness of services (i.e. cost per mile, trip, etc.) Users should have the ability to accept or reject the entire proposed schedule or portions of the schedule. It is desired that the proposed solution will allow for one passenger trip to be optimized at a time and for the entire day's schedule to be optimized at once. Users should be able to manipulate settings to create tighter/looser schedules.

The selected software is expected to provide the capability to automate real time scheduling functions, while increasing the efficiency of service, increasing the accuracy of data, and reducing time spent on administrative and reporting activities. The basic program features should include client registration, scheduling, dispatching, trip brokering, verification, invoicing, reporting, geocoding, and mapping. Open architecture is required to enable future integration with add-on technologies and programs, such as future 511 coordination.

3.4 Current System Information

Approximately 65 organizations are currently funded through the MDOT Public Transit Division and provide coordinated transportation services which cover approximately 85 percent of the State of Mississippi. The number of organizations under contract with MDOT fluctuates each year with the yearly grant cycle; new providers may be added or existing providers may not be renewed. These transit organizations provide daily public and specialized transportation services for needed employment, medical, education, nutritional, social and recreational services, particularly in the rural areas of Mississippi.

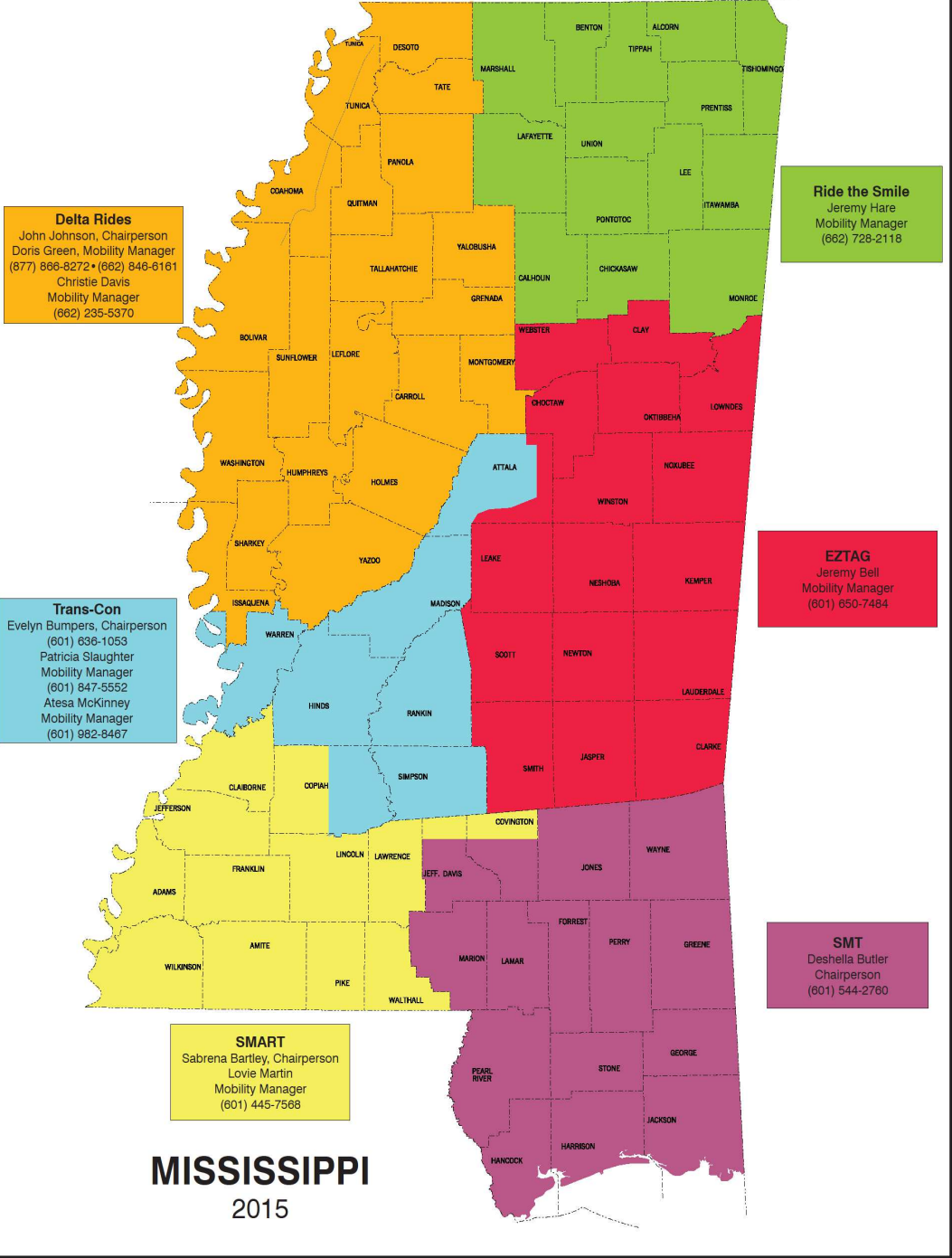
Of the approximately 65 organizations, two are currently using RouteMatch version 6.1, Bolivar County Council on Aging, Inc. (BCCOA) and Aaron Henry Health Center, Delta Area Rural Transit Systems (DARTS). These two transit agencies are located in the Delta Rides region and have 6 RouteMatch licenses in total. This turnkey solution was procured through Delta Rides. The current contract with RouteMatch expires in June 2017 and Delta Rides plans to renew this contract. Delta Rides anticipates rolling out RouteMatch to MS Valley State University Mass Transit and possibly three other transit agencies in the Region, two of which are specialized. The implementation of RouteMatch is limited to the Delta Rides region. Transit agencies in the Delta Rides region do not currently have swipe card functionality and would like pricing to add this functionality included in this RFP.

In 2013, Section 5311 Rural Transit Program providers including one intercity bus provider completed 2,444,682 trips. Section 5310 Enhanced Mobility of Seniors and Individuals Program providers completed 575,002 passenger trips, 5316 Job Access and Reverse Commute (JARC) transit programs completed 34,142 trips and 5307 urban and small urban providers completed 1,981,418 trips using approximately 500 vehicles with the capability for expansion. Overall, transit providers in Mississippi reported a total of 5,035,247 trips during Federal FY 2013. Annual road miles reported were 10,176,653 and service hours reported were 419,425 by rural and specialized transit providers (5310/5316). Urban and small urban providers reported 17,523,074 road miles.

Coordination of transportation services is an integral part of the state's policies and goals for administering public transportation programs such as 5311, 5316, 5310, 5317, and 5307. Local coordinated planning is spearheaded through six regional groups (see map on page 34). Each of the local groups

has developed regional coordinated human service-public transportation plans. The purpose of the Regional Coordination Group is to assess regional transportation needs, identify transportation gaps, and develop alternatives and recommendations to address unmet needs and gaps within local communities. Over the past several years, in communities throughout the state, groups of dedicated stakeholders have been working to develop solutions to the mobility issues faced by local citizens. Through a truly collaborative planning process, Regional coordination has become the keystone concept for developing innovative measures to meet transportation needs of local communities.

Regional Coordination Transportation Groups



4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	06/07/16
Second Advertisement Date for RFP	06/14/16
Mandatory Vendor Web Conference	2:00 p.m. Central Time on 06/17/16
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 06/22/16
Deadline for Questions Answered and Posted to ITS Web Site	07/11/16
Open Proposals	07/21/16 @ 3:00 p.m. Central Time
Begin Evaluation of Proposals	07/22/16
Award Notification	08/22/16
Begin Contract Negotiation	08/23/16
Proposed Project Implementation Start-up	09/15/16

5. **Statement of Understanding**

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
 - 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
 - 5.1.2 Vendor must deliver a written document to Chris Grimmer at **ITS** by Wednesday, June 22, 2016 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Chris Grimmer to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Monday, July 11, 2016.
- 5.3 Each regional provider will provide its own cellular data plan.
- 5.4 The State reserves the right to use any procurement vehicle at its discretion to purchase Mobile Data Computers (MDC) or tablets, should it be in the best interest to the State.

- 5.5 Vendor and all subcontractors must comply to the Federal Transit Administration 4220.1F Third Party Procurement Regulations included in Attachment B and Attachment C of this RFP.

6. Vendor Qualifications

- 6.1 The Vendor must disclose if any of the personnel proposed for this project are independent consultants, subcontractors, or acting in a capacity other than an employee of the Vendor submitting the proposal. If subcontractor, Vendor must complete the subcontractor reference form located in Section IX, References.
- 6.2 The Vendor must describe previous implementations of similar scope and size with other governmental entities. Vendor must include information regarding adherence to schedule, budget, and quality.
- 6.3 The Vendor must provide a list of current governmental clients.
- 6.4 The Vendor must provide a description of his organization with sufficient information to substantiate proven experience in the services being proposed. Information to be specified includes but is not limited to:
- 6.4.1 Disclosure of any company restructurings, mergers, and acquisitions over the past three years that have impacted any products the Vendor has included in this proposal;
 - 6.4.2 The location of principal office and the number of executive and professional personnel employed at this office;
 - 6.4.3 The number of years the Vendor has been in business;
 - 6.4.4 The number of years developing and marketing the technologies specified herein;
 - 6.4.5 The Vendor must describe any previous experiences of a similar nature and complexity in scope, and responsibility as what is described in this RFP;
 - 6.4.6 The organization's size (e.g., employees, offices, locations) and structure (e.g., state, national, or international organization); and
 - 6.4.7 Whether the Vendor is based locally, regionally, nationally, or internationally as well as its relationship to any parent firms, sister firms or subsidiaries;
 - 6.4.8 If incorporated, the Vendor must provide the name of the state of incorporation.
- 6.5 The Vendor must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should

include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

6.5.1 Along with a detailed organizational chart, the Vendor should describe the following:

6.5.1.1 How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

6.6 Total Personnel Resources - The Vendor must provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the Vendor has other ongoing contracts that also require personnel resources, the Vendor should document how sufficient resources will be provided to the State of Mississippi.

6.7 The Vendor must describe their issue resolution and escalation process that will be used within the Vendor's organization to resolve any problems or issues that may arise during the course of this project.

6.8 Vendor must provide a list summarizing pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc., that could affect the Vendor's ability to perform. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.

6.9 Vendor should document the Vendor's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last two years will provide such documentation; however, the statements will become public information. The Vendor should also present any additional information, which reasonably demonstrates the financial strength of the proposed Vendor's company/organization. If the Vendor is a subsidiary, also provide the documentation for the parent company.

7. **Functional Requirements**

7.1 Vendors must propose a hosted GPS-based automated scheduling, routing, billing and reporting software with Automated Vehicle Locator (AVL).

7.1.1 Vendor must state the name of the proposed GPS-based automated scheduling, routing, billing and reporting solution.

7.1.2 Vendor must state the name of the proposed AVL system that is integrated into the GPS-based based automated scheduling, routing, billing and reporting solution.

7.2 Regional/Multi-Agency Installations

- 7.2.1 The proposed system must have the ability to share clients and to pass trips back and forth for coordination. Vendor must describe in detail how agencies operating together with the same software can coordinate the provision of these trips to better utilize vehicle and personnel.
- 7.2.2 Some of the FTA funded providers involved in this RFP broker trips to other agencies. The Vendor must describe in detail the following:
 - 7.2.2.1 Assignment of brokered trips
 - 7.2.2.2 Transmittal of trip information to the assigned transit provider
 - 7.2.2.3 Acceptance of the trip by the assigned transit provider
 - 7.2.2.4 Verification of the trip information from the broker
- 7.2.3 The proposed system must have settings that are unique to each participating regional provider. Vendor must list and describe how the settings of the proposed system meet this requirement.
- 7.2.4 Each regional provider should have access to its own data and limited access to the data of other transit systems. Vendor must describe how this will be accomplished with the proposed system.

7.3 GIS Data

- 7.3.1 Accurate and frequently updated GIS maps are essential for the regional agencies to fully use the software. Vendor must explain how their proposed system provides updated GIS maps.
- 7.3.2 Vendors must submit sample GIS maps in their proposal response.
- 7.3.3 It is expected that local GIS maps with routing attributes will be imported into the software.
- 7.3.4 If local GIS maps are not of sufficient quality for routing, it is expected that the procuring agency allows for annual GIS map updates at no additional cost outside of the maintenance/support fees. Vendor must provide source of GIS maps in their proposal response.
- 7.3.5 If a GIS data conversion tool is required to import local GIS data, include the manufacturer name, description of the product and list the cost in Section VIII *Cost Information Submission*.

- 7.4 Data
 - 7.4.1 Data will be owned by the procuring agency and the regional providers.
 - 7.4.2 It is expected that all data generated by the software can be accessed using Microsoft Excel. If some data are not available using Microsoft Excel, it is expected that the software Vendor provide access to the data at no additional cost.
- 7.5 Reports
 - 7.5.1 The regional providers must have the capability to respond to requests for information, for data that is collected or generated by the scheduling and routing software, from their local, regional, and state governing bodies as well as their customers. Special emphasis should be placed on data extraction during the initial and follow up training.
 - 7.5.2 It is vital that the regional providers can extract passengers by funding source and list passenger names, destinations, number and cost of trips, as well as no call/no show information. Each regional partner requires full access to all data without the need for custom reports. Any data that is not accessible or any combination of tables that is not possible using standard report/export tools should be provided by the software Vendor as custom reports free of charge for the life of the contract.
 - 7.5.2.1 Vendor must state the name of the reporting software used in the proposed system.
 - 7.5.2.2 Vendor must state what export format/file types are available for reports in the proposed system.
 - 7.5.3 Mississippi DOT requires specific reporting for all FTA funded agencies. In addition, some of the regional providers have Medicaid, and other billing requirements. Vendor must list the types of billing reports generated by the proposed system.
 - 7.5.3.1 The software Vendor must work with regional providers to determine specific reports per agency, some which will be the same at several agencies.
 - 7.5.3.2 The cost to develop these reports should be free of charge. It is also desired that the reports be updated by the Vendor free of additional charge on an annual basis.
 - 7.5.3.3 Vendors should anticipate some customized reports and some that will be standard reporting. See Attachment D for sample reports from the regional providers.

- 7.5.4 Vendor must list type of reports available in the proposed system. Vendor must provide sample reports from the proposed system which must include, but not be limited to, fleet operations, revenue ridership, maintenance and Medicaid reports.
- 7.6 Transit Provider Management
 - 7.6.1 The proposed system must include passenger information management tools to track essential client data and eligible funding agencies for the client. Vendor must list and describe the passenger information management tools available in the proposed system.
- 7.7 Scheduling
 - 7.7.1 The regional providers requires the program to easily and efficiently schedule subscription, demand response, and flexible/fixed, commuter route trips. This function is the primary purpose of the software and must be able to adequately schedule up to 19,072 trips per day. Vendor must state the maximum number of trips that can be scheduled per day in the proposed system.
 - 7.7.2 The scheduling engine must allow all trips to be automatically scheduled by the proposed system at once. There should be tools that allow the scheduler to determine the efficiency of the schedule proposed by the proposed system. The proposed system scheduler must be able to accept or reject any part or the entire schedule. Vendor must describe how the proposed system meets this requirement.
 - 7.7.3 The proposed system scheduler must be able to manually move trips or groups of trips between vehicles/routes and/or regional providers. Vendor must describe how the proposed system meets this requirement.
- 7.8 Dispatching
 - 7.8.1 The dispatcher must be able to easily toggle between different screens while a passenger is on the telephone. Dispatching tools must be simple to use and efficient to enter and retrieve information. Dispatchers must have tools to make the system efficient.
 - 7.8.2 The dispatcher must have access to a GIS-based map showing pickup and drop-off locations and other essential information. This map must be able to be integrated with GPS vehicle real-time tracking. The State prefers that the Vendor's proposed system does not rely solely on cellular technology for vehicle tracking. Vendor must state that the proposed system integrates with GPS vehicle real-time tracking and describe how this is accomplished.

7.9 Notification

- 7.9.1 The proposed system must have the ability for MDOT Headquarters to send alerts to all system users. These messages are one-way communication only. Vendor must state if the proposed system has this capability; if not, Vendor must propose an alternative solution.
- 7.9.2 The proposed system must have the ability for drivers to send emergency or distress signals to dispatch. Vendor must describe how the system would meet this requirement.

7.10 Verification

- 7.10.1 The verification process should be simple and easy to use and include validation checks to ensure data accuracy. After the schedules have been run, the proposed system must include a verification process that allows the user to enter mileage/hours for the entire vehicle/route and for individual passengers. Vendor must describe how the proposed system's verification process works.
- 7.10.2 The proposed system must have the following fields:
 - 7.10.2.1 Beginning and ending odometer
 - 7.10.2.2 Beginning and ending time readings
 - 7.10.2.3 First pickup and last drop-off odometer
 - 7.10.2.4 Time readings for first pickup and last drop-off
 - 7.10.2.5 No shows
 - 7.10.2.6 Cancellations
 - 7.10.2.7 Break odometer
 - 7.10.2.8 Driver break or down time readings
- 7.10.3 The verification process must allow for data to be transferred directly to/from mobile data computers mounted on the vehicle. Vendor must describe how the proposed system meets this requirement.

7.11 Billing

- 7.11.1 The software must be capable of handling many different billing functions. The Vendor must describe the proposed system's billing functions.

7.11.2 The passengers come from the general public and various funding agencies. These funding agencies require different methods for pricing. Some examples of pricing situations are:

- 1) grid zone,
- 2) vehicle miles and hours (service & revenue),
- 3) passenger mile,
- 4) revenue mile,
- 5) flat rate,
- 6) hourly, and
- 7) any combination of the previously mentioned possibilities.

The Vendor must state and describe if the proposed system handles the pricing situations listed above. The Vendor must also state and describe if other methods for pricing are available in the proposed system.

7.11.3 Certain agencies require special data/billing reports regarding clients served. The Vendor must describe how the proposed system is able to handle special data/billing reports.

7.11.4 Swipe card functionality

7.11.4.1 Vendor must state if the proposed system has swipe card capability.

7.11.4.2 The Vendor must provide swipe cards for the passenger and swipe card readers and any other related equipment for the transit providers.

7.11.4.3 The Vendor must propose cost for proposed system with swipe card functionality in Section VIII, *Cost Information Submission*.

7.11.4.4 Initially, the State may opt to purchase the proposed system without swipe card functionality, but the State reserves the right to add swipe card functionality at a later date.

7.11.4.5 If the State opts to initially purchase the proposed system without swipe card functionality, the Vendor must propose cost to add swipe card functionality in Section VIII, *Cost Information Submission*.

- 7.12 Mobile Data Computers (MDC) – i.e. any electronic device able to access the internet
- 7.12.1 The proposed system must be accessible via mobile data computers.
 - 7.12.2 The State desires to purchase approximately 359 MDCs that have the capability to run the proposed system.
 - 7.12.3 The State requests that the Vendor provide tiered pricing for the purchase of MDCs. The Vendor must propose cost for the recommended MDCs in Section VIII, *Cost Information Submission*
 - 7.12.4 The Vendor must provide the recommended specifications for MDCs that will run the proposed system. The specifications must include the device type (i.e. laptop, tablet), manufacturer name, model number, screen size, device size, resolution, operating system, processor speed, hard drive, RAM and any other relevant specifications.
 - 7.12.5 The Vendor must state if any software is required to be installed on MDCs; if so, the Vendor must list the software to be installed. If a cost is associated with the required software, Vendor must list amount and state cost in Section VIII, *Cost Information Submission*.
 - 7.12.6 The State desires the capability to lock down MDCs for work use only. For example, no personal use of the internet. The Vendor must provide recommendations to lock down the MDCs.
 - 7.12.7 The Vendor must propose the cost of the integration interface and connection allowing the MDC to communicate with the proposed system in Section VIII, *Cost Information Submission*.
 - 7.12.8 The State desires the ability to purchase additional MDCs not included as part of the original RFP to address changes in fleet size. As such, the Vendor must propose a unit price for the purchase of additional MDCs in Section VIII, *Cost Information Submission*.
- 7.13 Automatic Vehicle Locator (AVL) Software
- 7.13.1 It is desired that the proposed system integrate with AVL software.
 - 7.13.2 The State desires to purchase approximately 359 AVL software licenses as part of the initial rollout of the proposed system.
 - 7.13.3 The State requests that the Vendor provide tiered pricing for the purchase of AVL software.
 - 7.13.4 Vendor must provide a list of supported AVL software including the manufacturer name.

- 7.13.5 The State desires the ability to purchase additional AVL software licenses not included as part of the original RFP to address changes in fleet size. As such, the Vendor must propose a unit price for the purchase of additional AVL software licenses in Section VIII, *Cost Information Submission*.
- 7.14 Interactive Voice Response (IVR)
 - 7.14.1 The proposed solution must integrate with interactive voice response software. If a cost is associated with the integration interface and the interactive voice response system, Vendor must provide the cost in Section VIII, *Cost Information Submission*.
 - 7.14.2 The proposed interactive voice response software must provide after-hours messaging service. The after-hours messaging service must be available 24 hours per day, 7 days per week and 365 days per year. If a cost is associated with the after-hours messaging service, Vendor must provide the cost in Section VIII, *Cost Information Submission*.
- 7.15 Web Interface
 - 7.15.1 It is desired that the software have a web interface available that allows passengers to manage trips directly. If a cost is associated with the integration interface and the web interface for the project, Vendor must list amount and state cost in Section VIII, *Cost Information Submission*.
- 7.16 Recommended Hardware and Software Requirements
 - 7.16.1 Vendor must list the recommended hardware and software requirements for desktops and MDCs.
- 7.17 Future Technologies
 - 7.17.1 Vendor must describe in the proposal response the scalability of the proposed solution to handle future technologies introduced in the market place that would be beneficial to the State.
 - 7.17.2 Vendor must describe the current availability of functionality in the proposed system with regards to 511 coordination. If the functionality does not exist, Vendor must describe future plans, if any, to add the functionality to the proposed solution.
- 7.18 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all software, software licenses, hardware, maintenance, etc. necessary to render the configuration fully operational.

8. Technical Requirements

8.1 Hosting Requirements

8.1.1 The Vendor must provide services consisting of a hosting platform, hardware, software, installation services, technical support, maintenance and training for the implementation of the proposed regional call center system from the Vendor's ASP site:

8.1.1.1 Vendor must describe in the proposal submitted in response to this RFP, how he intends to provide hosting and bandwidth.

8.1.1.2 The hosting solution must include a primary and a backup data center with automated fail-over. The data centers must be in geographically disparate locations, with adequate redundancy, hot/warm standby servers, and fail-over mechanisms to ensure downtime does not exceed two minutes in the event of catastrophic damage to a primary data center. Vendor must describe.

8.1.1.3 The Vendor must furnish: (1) Minimum PC system and browser technical specifications necessary to access the system as proposed, and (2) Recommended PC system and browser technical specifications necessary to access the system as proposed.

8.1.1.4 The Vendor must provide redundant Internet connections, redundant universal power supplies, and battery or generator back-up with at least 72 hours' capability if the servers are housed at the Vendor's site.

8.1.1.4.1 Vendor must state the number of redundant Internet connections and redundant universal power supplies as well as if they have battery or generator backups.

8.1.1.4.2 Vendor must state how they will provide power for the 72 hours' capability.

8.1.1.5 The Vendor must guarantee uptime of at least 99%, 24 hours a day, 7 days a week, subject to credits or refunds for uptime of less than the guaranteed availability. In the event that MDOT is unable to achieve the 99% application availability for a given month, Vendor shall reimburse MDOT 25% of the monthly hosting fee.

8.1.1.6 The Vendor must identify the maximum number of concurrent users and describe the maximum system load that the proposed system will support.

- 8.1.1.7 The Vendor must ensure that the system's performance is not degraded when the system is fully loaded. The Vendor must provide the system's expected response time to a command when the system is fully populated with user information. Vendor must provide details in the proposal to support this response time.
- 8.1.1.8 The system must be scalable to handle escalating incidents. Vendor must provide details on the systems scalability in the proposal response.
- 8.1.1.9 It is desirable that the system be hosted at a pre-established domain name without any site redirections.

8.1.2 Backup/Restore/Recovery Requirements

- 8.1.2.1 The Vendor must complete daily backups to the system on two (2) different types of media and state how often these backups are tested each year.
- 8.1.2.2 Vendor must state where and how backups are stored.
- 8.1.2.3 Vendor must describe the backup/restore/recovery features and capabilities of the system.
- 8.1.2.4 Vendor must be able to restore the system from a cold backup within four (4) hours.
- 8.1.2.5 The Vendor must state whether the system has the ability to archive and retrieve information and describe how this process is handled.
- 8.1.2.6 The proposed system must support a rollback function.

8.1.3 Accessibility Requirements

- 8.1.3.1 The proposed regional call center system must be web-based and accessible solely via a web browser, with no additional client side software required. Client computers must require only a standard web browser and Internet, intranet, or extranet access to the server.
- 8.1.3.2 The proposed system must be capable of being used with MDCs. Vendor must state if their proposed system has any known issues with any particular MDCs.
- 8.1.3.3 The system must be web-accessible based on a standard such as the W3C Web Accessibility Initiative. Vendor must provide details on the proposed system's accessibility.

- 8.1.3.4 The Vendor must provide details on how the system controls access to the application and system resources.
- 8.1.3.5 Vendor must specify all supported screen resolutions.
- 8.1.3.6 Vendor must specify how failed logins, and how multiple logins by the same user are handled.
- 8.1.3.7 Web Portal Requirements
 - 8.1.3.7.1 A “Forgot Your Password” link should be displayed on the log in window;
 - 8.1.3.7.2 A randomly selected security question must be answered before a password is sent to the email address which is recorded in the user profile account;
 - 8.1.3.7.3 An email notification window is displayed notifying the user that the password has been emailed;
 - 8.1.3.7.4 The email should contain a new default password which must be changed upon log in;
 - 8.1.3.7.5 Data Privacy statement should be displayed which the user must agree to in order to continue the log in process;
 - 8.1.3.7.6 A set of security questions will be displayed at the initial login which a configurable number must be answered. The answers should be masked so that they are not displayed; and
 - 8.1.3.7.7 The user should be able to change the security answers.
- 8.1.4 System Maintenance
 - 8.1.4.1 The first and second year of support fees must be included in the initial cost.
 - 8.1.4.2 A warranty is required for the software, implementation services, hardware and the operability of the System for a minimum of two years, which is to begin on the date of system acceptance.

- 8.1.4.3 Vendor must provide detailed information for each of the maintenance/support plans offered. The detailed information must include but is not limited to the following:
 - 8.1.4.3.1 Vendor must state what hours support staff is available (24x7x365, 8x5x5 or 8x5x7) and by what means. This information should include telephone, fax, electronic mail, remote access, and on-site emergency help.
 - 8.1.4.3.2 Vendor must indicate whether software upgrades and/or updates are included in the maintenance/support plans being offered.
- 8.1.4.4 Vendor must specify frequency of system maintenance and any other scheduled down time. Vendor must designate the holiday schedule if holidays are included in Vendor's scheduled down time.
- 8.1.4.5 The Vendor must specify frequency of preventive maintenance, and must include, as part of the proposal, a detailed description of the schedule and services included in the preventive maintenance.

8.2 Interface Requirements

- 8.2.1 The proposed system must be able to interface with RouteMatch software version 6.1 in use in the Delta Rides region.
- 8.2.2 The objective of the interface is as follows:
 - 8.2.2.1 To be able to coordinate trips among the regional coordination groups regardless of software being used;
 - 8.2.2.2 The ability to share clients/customers and pass trips back and forth for coordination;
 - 8.2.2.3 Real-time dispatching and scheduling; and
 - 8.2.2.4 Use ordered manifests, which provide step-by-step pickup and drop-off information to drivers using Mobile Data Computers (MDC) on vehicles.
- 8.2.3 The data that needs to be shared among the regional coordination groups to meet the objective stated in 8.2.2 above is as follows:
 - 8.2.3.1 Trip details;
 - 8.2.3.2 Passenger/client details;

- 8.2.3.3 Vehicle details;
- 8.2.3.4 Transit provider details; and
- 8.2.3.5 Any other data elements needed to meet the objectives listed above in 8.2.2.

8.2.4 The data identified in 8.2.3 does not need to be shared/synced with the MDOT Public Transit main office.

8.3 Security Requirements

8.3.1 The proposed system must allow MDOT HQ access to all data, but limit access for each regional provider to their regional data.

8.3.2 The Vendor must perform the following security configuration functions as part of annual hosting fees. If these functions are not included in the annual hosting fees, Vendor must include yearly cost to provide these functions in Section VIII *Cost Information Submission* table.

- 8.3.2.1 Specify privileges, access and capability for each user;
- 8.3.2.2 Create roles/groups to define each user's data access based on job function in order to restrict user access at all system levels;
- 8.3.2.3 Associate a set of functions to a group and to a user (i.e., the system must be flexible enough to go the lowest level of defining a user's access);
- 8.3.2.4 Provide security and access controls that do not depend on 'hard-coded' program logic;
- 8.3.2.5 Reset a password;
- 8.3.2.6 Set a User's account to require a password change on a user account at user's next login;

9. Training

9.1 The Vendor proposal should include a premium training plan which meets the requirements listed below. The Vendor must describe.

9.2 At a minimum, the State desires a two-step, on-site training program consisting of an initial and follow-up session. The trainer is required to be onsite during the installation period and when the system achieves 'Go Live'. 'Go Live' is defined as when the regional providers no longer use a dual system, but relies solely on the software purchased in this RFP. The Vendor should propose a

method to delegate tasks so that the regional providers are certain who is responsible for what task and when the task is expected to be completed.

- 9.3 Prior to the follow up training, which should occur approximately 6 months after 'Go Live', the transit providers will submit a range of topics to be revisited in addition to a general "refresher", as an assurance that all concerns are addressed.
- 9.4 Vendor must provide training for 10 MDOT HQ super users and 12 regional users in train-the-trainer format.
- 9.5 Vendor must include the cost per hour of additional online training and the cost per day of additional in person training.
- 9.6 Regional providers will want to establish a standing user group meeting. The awarded Vendor is expected to supply an expert in the software for the specific topic being addressed at the meetings, a web-meeting tool, and a toll-free number for attendees. User group meetings are held at least eight times a year for 1 hour each.

10. **Implementation Plan**

- 10.1 The State desires that the proposed system be implemented by region. The order of the implementation is as follows:
 - 10.1.1 Delta Rides Regional Group
 - 10.1.2 Southwest MS Assessable Regional Transportation (SMART)
 - 10.1.3 East Central Transit Action Group (EZTAG)
 - 10.1.4 Central MS Transportation Connection (TRANS-CON)
 - 10.1.5 Ride the SMILE – Serving MS Individuals with Life-Changing Experiences
 - 10.1.6 Southern MS Transit (SMT)
- 10.2 Vendor must provide a timeline for complete implementation and installation, data conversion and entry, and staff training by the priority regions listed above.
- 10.3 The Vendor must include as part of their implementation plan configuration of the AVL software on the MDCs and on-site installation of the MDCs in the vehicles.
- 10.4 Vendor's proposed system must allow for the importation of customer data which includes customer contact information as well as trip history. Vendor must provide cost for data import in Section VIII *Cost Information Submission*.

- 10.5 Vendor must enter the most recent three (3) months of passenger data into the new system. This timeline should be by week number from project startup date and detail the complete implementation process, responsibility areas and so forth.
- 10.6 Data will not be imported, but manually entered to ensure accuracy of geocoding and to remove old/unnecessary information. The definition of 'Fully Implemented' is defined by the State and signed off by the State as defined below:
 - 10.6.1 Use the automated scheduling engine daily;
 - 10.6.2 Able to generate ad hoc reports as needed;
 - 10.6.3 Has set up the software to get necessary reporting information from the system;
 - 10.6.4 Uses real time dispatching- in other words, has a true dispatcher that is constantly monitoring and updating the application;
 - 10.6.5 Have made appropriate business practice changes to fully utilize the software;
 - 10.6.6 Use ordered manifests, which provide step by step pickup and drop-off information to drivers;
 - 10.6.7 A representative from the organization regularly attends the software User Groups.
 - 10.6.8 Vendor must provide an implementation and training plan for the above scenario, plans must clearly explain the premium training plan, and any optional training scenarios available and their relative costs

11. **Additional Requirements**

- 11.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

12. Scoring Methodology

12.1 An Evaluation Team composed of MDOT and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

12.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

12.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

12.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

12.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications	10
Functional Requirements	35
Technical Requirements/Training/Implementation Plan	20
Total Non-Cost Points	65
Cost	35
Total Base Points	100
Value Add	5
Maximum Possible Points	105

12.2 The evaluation will be conducted in four stages as follows:

12.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will

be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

12.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

12.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications	10
Functional Requirements	35
Technical Requirements/ Training/Implementation Plan	20
Maximum Possible Points	65

12.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

12.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The ‘Meets Specs’ score for each category is 90% of the total points allocated for that category. For example, the ‘Functional Requirements’ category was allocated 35 points; a proposal that fully met all requirements in that section would have scored 31.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

12.3 Stage 3 – Cost Evaluation

12.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

- A = Total lifecycle cost of lowest valid proposal
- B = Total lifecycle cost of proposal being scored
- n = Maximum number of points allocated to cost for acquisition

12.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	35

Maximum Possible Points	35
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- 12.4 Stage 4 – Selection of the successful Vendor
 - 12.4.1 On-site Demonstrations and Interviews
 - 12.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.
 - 12.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.
 - 12.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.
 - 12.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.
 - 12.4.2 Site Visits
 - 12.4.2.1 At the State’s option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.
- 12.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor’s final score.

**SECTION VIII
COST INFORMATION SUBMISSION**

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Table 1 – MDOT Public Transit Headquarters – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (xx devices)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – MDOT Public Transit Headquarters			\$

Table 2 – MDOT Public Transit Headquarters - Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – MDOT Public Transit Headquarters			\$

Table 3 – MDOT Public Transit Headquarters - Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$

SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for MDOT Public Transit Headquarters			\$

*Vendor must list all costs for swipe card equipment.

Table 4 – Delta Rides Regional Group – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (<i>xx devices</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – Delta Rides Regional Group			\$

Table 5 – Delta Rides Regional Group - Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – Delta Rides Regional Group			\$

Table 6 – Delta Rides Regional Group - Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for Delta Rides Regional Group			\$

*Vendor must list all costs for swipe card equipment.

Table 7 – Southwest MS Assessable Regional Transportation (SMART) – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (<i>xx devices</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – Southwest MS Assessable Regional Transportation (SMART)			\$

Table 8 – Southwest MS Assessable Regional Transportation (SMART) - Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – Southwest MS Assessable Regional Transportation (SMART)			\$

Table 9 – Southwest MS Assessable Regional Transportation (SMART) – Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for Southwest MS Assessable Regional Transportation (SMART)			\$

*Vendor must list all costs for swipe card equipment.

Table 10 – East Central Transit Action Group (EZTAG) – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (<i>xx devices</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – East Central Transit Action Group (EZTAG)			\$

Table 11 – East Central Transit Action Group (EZTAG) - Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – East Central Transit Action Group (EZTAG)			\$

Table 12 – East Central Transit Action Group (EZTAG) – Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for East Central Transit Action Group (EZTAG)			\$

*Vendor must list all costs for swipe card equipment.

Table 13 – Central MS Transportation Connection (TRANS-CON) – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (<i>xx devices</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – Central MS Transportation Connection (TRANS-CON)			\$

Table 14 – Central MS Transportation Connection (TRANS-CON) – Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – Central MS Transportation Connection (TRANS-CON)			\$

Table 15 – Central MS Transportation Connection (TRANS-CON) – Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for Central MS Transportation Connection (TRANS-CON)			\$

*Vendor must list all costs for swipe card equipment.

Table 16 – Ride the SMILE (Serving MS Individuals with Life-Changing Experiences) – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (<i>xx devices</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – Ride the SMILE			\$

Table 17 – Ride the SMILE (Serving MS Individuals with Life-Changing Experiences) – Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – Ride the SMILE (Serving MS Individuals with Life-Changing Experiences)			\$

Table 18 – Ride the SMILE (Serving MS Individuals with Life-Changing Experiences) – Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for Ride the SMILE			\$

*Vendor must list all costs for swipe card equipment.

Table 19 – Southern MS Transit (SMT) – Initial Cost

If any description listed below is bundled – vendor must list all items included in the bundle.

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Implementation		\$	\$
Hosting Fees (Years 1 and 2; refer to Section VII, Item 8.1.4.1)		\$	\$
Customer Data Import		\$	\$
Interface Development		\$	\$
GIS Data Conversion		\$	\$
GIS Data Conversion Tool Name:		\$	\$
Initial Training (<i>xx users</i>)		\$	\$
On-line Training (<i>xx users</i>)		\$	\$
Follow-up Session (<i>xx users</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
SOFTWARE:			
Routing & Scheduling Software Name:		\$	\$
Interactive Voice Response Name:		\$	\$
Automatic Vehicle Locator (AVL) (<i>xx licenses</i>) Name:		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
HARDWARE:			
Mobile Data Computer (<i>xx devices</i>)		\$	\$
Other Costs (specify):		\$	\$
Subtotal:			\$
Total Initial Cost – Southern MS Transit (SMT)			\$

Table 20 – Southern MS Transit (SMT) – Ongoing Costs

Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
SERVICES:			
Hosting Fees – Year 3		\$	\$
Hosting Fees – Year 4		\$	\$
Hosting Fees – Year 5		\$	\$
Total Ongoing Costs – Southern MS Transit (SMT)			\$

Table 21 – Southern MS Transit (SMT) – Optional Module/Features

SWIPE CARD MODULE (Optional)			
Description	Quantity (# of Licenses/Hours)	Unit Cost	Extended Cost
HARDWARE:			
Swipe Card Equipment*		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SOFTWARE:			
Module Name:		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
SERVICES:			
Implementation		\$	\$
Training		\$	\$
Other Costs (specify):		\$	\$
Other Costs (specify):		\$	\$
Total Cost – Swipe Card Module for Southern MS Transit (SMT)			\$

*Vendor must list all costs for swipe card equipment.

Table 22 – Mobile Data Computer (MDC) and Automatic Vehicle Locator (AVL) Unit Cost

MDC Unit Cost	\$
AVL Unit Cost	\$

Table 23 – Change Order Rate

Fully Loaded Change Order Rate*	\$
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* Must include the cost of materials, travel expenses, per diem, and all other expenses and incidentals.

Table 24 – Total Initial Cost

Category	Extended Cost	Retainage	Cost Less Retainage
Total Cost – MDOT Public Transit Headquarters	\$	20%	
Total Cost – Delta Rides Regional Group	\$	20%	
Total Cost – Southwest MS Assessable Regional Transportation (SMART)	\$	20%	
Total Cost – East Central Transit Action Group (EZTAG)	\$	20%	
Total Cost – Central MS Transportation Connection (TRANSCON)	\$	20%	
Total Cost – Ride the SMILE – Serving MS Individuals with Life – Changing Experiences	\$	20%	
Total Cost – Southern MS Transit (SMT)	\$	20%	
Total Initial Cost – All Locations	\$		
Retainage Paid After Final Acceptance and Expiration of the Warranty Period			
Total Initial Cost – All Locations			

Table 25 – Total Ongoing Costs

Category	Extended Cost
Total Cost – MDOT Public Transit Headquarters	\$
Total Cost – Delta Rides Regional Group	\$
Total Cost – Southwest MS Assessable Regional Transportation (SMART)	\$
Total Cost – East Central Transit Action Group (EZTAG)	\$
Total Cost – Central MS Transportation Connection (TRANSCON)	\$
Total Cost – Ride the SMILE – Serving MS Individuals with Life – Changing Experiences	\$
Total Cost – Southern MS Transit (SMT)	\$
Total Ongoing Costs – All Locations	\$

Table 26 – Total Cost for Optional Module/Features – Swipe Card Module

Category	Extended Cost	Retainage	Cost Less Retainage
Total Cost – MDOT Public Transit Headquarters	\$	20%	
Total Cost – Delta Rides Regional Group	\$	20%	
Total Cost – Southwest MS Assessable Regional Transportation (SMART)	\$	20%	
Total Cost – East Central Transit Action Group (EZTAG)	\$	20%	
Total Cost – Central MS Transportation Connection (TRANSCON)	\$	20%	
Total Cost – Ride the SMILE – Serving MS Individuals with Life – Changing Experiences	\$	20%	
Total Cost – Southern MS Transit (SMT)	\$	20%	
Total Swipe Card Module Cost – All Locations	\$		
Retainage Paid After Final Acceptance and Expiration of the Warranty Period			
Total Swipe Card Module Cost – All Locations			

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 List contact information for at least 3 federal transit (bus) administration funded transit systems (e.g. FTA Section 5310 and/or FTA Section 5311 programs) that currently use the software included in this proposal (prefer the references to be as close to Mississippi as possible). Reference information should include Transit System Name, # of Vehicles, # of Users, Implementation Date, and Reference Name and Contact Information.
- 1.3 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.3.1 Failure to provide reference information in the manner described;
 - 1.3.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.3.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.3.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.4 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.4.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.4.2 The reference installation must have been operational for at least six (6) months.
- 1.5 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the

procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.6 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.6.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.6.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.7 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Description of product/services/project, including start and end dates:

**EXHIBIT A
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 41528
SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI TRANSPORTATION COMMISSION**

This Software License and Application Service Provider Agreement (hereinafter referred to as "Agreement") is entered into by and between, **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Transportation Commission for the benefit of its Department of Transportation, located at 401 North West Street, Jackson, Mississippi 39201 (hereinafter referred to as "Licensee" and/or "MDOT"). ITS and MDOT are sometimes collectively referred to herein as "State."

WHEREAS, MDOT, pursuant to Request for Proposals ("RFP") No. 3770 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for a GPS-based statewide public transit call center system; and

WHEREAS, Licensor was the successful proposer in an open, fair and competitive procurement process to provide the software and services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Active User" means MDOT employees, and Public Transit Regional Transit Providers actively participating on the system in any given month of operation, who shall be bound to the

terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 “Available Date” means the date upon which Licensor notifies MDOT that the Software may be accessed on the Licensor’s ASP server and MDOT may begin acceptance testing.

1.3 “Content” means any content provided by or through Active Users for use with the Software.

1.4 “Documentation” means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Software.

1.5 “Enhancements” means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

1.6 “Licensee” means the Mississippi Department of Transportation, its employees, Public Transit Regional Transit Providers and any third party consultants or outsourcers engaged by MDOT who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.7 “Licensor” means **INSERT VENDOR NAME**, and its successors and assigns.

1.8 “Products” means the Software, Documentation, Corrections, Enhancements and any copy of the Software, Documentation, Corrections, or Enhancements provided by the Licensor.

1.9 “Project Start Date” means a date no later than thirty (30) calendar days from the signing of this Agreement.

1.10 “Services” means any on-line user access, customizations, interface development, consulting, education, ASP installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

1.11 “Software” means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based GPS statewide public transit call center system and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein.

1.12 “Software Error” means a reproducible defect or combination thereof in the Software that results in a failure of the Software when used in accordance with the Documentation. Software Errors do not include those errors caused by (a) Licensee’s negligence, (b) any unauthorized modification or alteration Licensee makes to the Software, (c) data that does not conform to Licensor’s specified data format, (d) operator error, or (e) use not conforming to the

Licensor's supported technical environment specified in the Documentation.

1.13 "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Software as described in the Documentation.

ARTICLE 2 PERIOD OF PERFORMANCE

2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all tasks required herein pursuant to the project work plan, including services during the five (5) year hosting term. The web-based Hosted GPS Statewide Public Transit Call Center system, as customized for the State of Mississippi, must be implemented; fully functional; accepted by MDOT, and all tasks (excluding hosting) required herein, including but not limited to development of required interfaces and training, completed within one (1) year of the Project Start Date, unless a change in this date is mutually agreed to in writing by the State and the Licensor. At the end of the five (5) year initial ASP services term, the ASP services may, upon the written agreement of the parties, be renewed under the same terms and conditions with the length of the renewal term to be mutually agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the initial hosting term or any renewal hosting term of this Agreement, Licensor shall notify MDOT and ITS of the impending expiration and MDOT shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the ASP services.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by MDOT following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 SCOPE OF SERVICES

3.1 The Licensor agrees to provide to MDOT an ASP based Hosted GPS Statewide Public Transit Call Center system and Services and associated deliverables required to provide, host and maintain a web based application for MDOT as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below.

3.2 The Licensor acknowledges that MDOT intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain MDOT's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensor Project Manager works closely together with the State Project Manager, (d) provide MDOT access to the host website; (e) meet with MDOT on a regular basis at a mutually agreeable time, and as otherwise requested by MDOT, to discuss the status of the project, and (f) if required by MDOT, submit written project status reports.

3.3 The parties understand and agree that the project shall be structured with interim

deliverables as set forth in the agreed upon project work plan so as to allow MDOT an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after MDOT has communicated its conceptual approval of the results the Licensor plans to provide. MDOT shall have ten (10) business days to review interim materials, which review period can only be reduced by mutual agreement of the Licensor and MDOT.

3.4 It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement and prior to any other work being performed. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

3.5 Licensor shall be responsible for the following:

- A.** Ensuring that all deliverables are complete and accepted by MDOT pursuant to the mutually agreed upon project work plan;
- B.** Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C.** Ensuring that the site is accessible through MDOT's published universal resource locator ("URL") rather than through Licensor's site address;
- D.** Reviewing with MDOT the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with MDOT as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
- E.** Tracking date sensitive items to ensure timely updates;
- F.** All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
- G.** Working with MDOT to achieve access rates that meet MDOT's needs;
- H.** Providing security for the host site that is agreeable to MDOT with Licensor responsible for all necessary equipment and software related to security;
- I.** Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- J.** Completing daily backups of the site;
- K.** Notifying MDOT at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service

interruption;

- L.** Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- M.** Participating with MDOT in disaster recovery planning and testing based on a mutually agreed upon schedule;
- N.** Maintaining the confidentiality of the data entered;
- O.** Providing MDOT access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- P.** Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;
- Q.** Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- R.** Providing 24x7x365 support of the web site, including sub-domain support;
- S.** Providing redundant internet connections;
- T.** Providing Dual T1 or greater connectivity;
- U.** Providing FTP and remote configuration access;
- V.** Providing SSL secure server support;
- W.** Providing monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to MDOT;
- X.** Maintaining sufficient bandwidth and server capacity to meet MDOT and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- Y.** Ensuring that upon termination or expiration of this Agreement that transition of the site from the Licensor to MDOT or to a successor host will be accomplished at no expense to MDOT, and with minimal interruption of the site's accessibility and insignificant changes in the site's appearance and functionality.

3.6 In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee free of charge as part of the ASP fees.

ARTICLE 4 SCOPE OF LICENSE AND HOSTING SERVICES

4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Software over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the initial term of the Agreement and any subsequent renewal hosting terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Software, Products and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any Enhancements or additional Software Products Licensee may procure from Licensor.

4.2 Licensor will provide Licensee storage space on and access to Licensor's Software via the Internet and provide Internet access to the Software to the Active Users through Licensor's site ("ASP Services").

4.3 In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.

4.4 The Software will be accessible at least ninety nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that MDOT or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse MDOT twenty five percent (25%) of the monthly ASP hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

4.5 Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

4.6 The use of the Software by Active Users will be governed solely by the terms and conditions of this Agreement.

4.7 Licensor acknowledges that the Content is and shall remain the sole and exclusive property of Licensee. Further, Licensor acknowledges that the Content may contain valuable trade secrets of Licensee and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the ASP Services.

4.8 Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software without the prior written consent of Licensor.

ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

5.1 Licensor shall deliver, install, and make available the Software and Documentation to the Licensor's hosting environment, except as otherwise specified, and pursuant to the delivery schedule mutually agreed to by the parties.

5.2 Licensor shall assume and bear the entire risk of loss and damage to the Products from

any cause whatsoever while in transit and at all times throughout Licensor's possession thereof.

5.3 MDOT shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Software to confirm that it performs without any defects and performs in accordance with the requirements of this Agreement. MDOT shall immediately thereafter notify Licensor of any defects in the Software, which must be corrected. Thereafter, Licensor shall have ten (10) business days in which to either repair or replace the defective Software unless both parties agree to extend this period, all at Licensor's expense. In the event Licensor is unable to repair or replace the Software within this ten (10) day period, MDOT may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

6.1 The total compensation to be paid to the Licensor by MDOT for all development, maintenance and ASP services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$**INSERT AMOUNT**, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

6.2 Licensor shall submit invoices with the appropriate documentation to MDOT monthly for any month in which ASP services and/or other Services are rendered. Licensor shall submit invoices and supporting documentation to MDOT electronically during the term of this Agreement using the processes and procedures identified by the State. MDOT agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MDOT within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that MDOT is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

6.3 Acceptance by the Licensor of the last payment due from MDOT under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 7 WARRANTY

7.1 Licensor represents and warrants that it has the right to license the Products provided under this Agreement.

7.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3770 and Licensor's Proposal, as accepted by the State, in response thereto.

7.3 During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as “Defect”) which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless MDOT consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Software within the mutually agreed upon time frame after receipt of notice of the Defect, MDOT shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee’s rights hereunder are in addition to any other rights Licensee may have.

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee’s licensed use of the Software, or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee’s business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

7.6 Licensor represents and warrants that neither the Software, nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee’s applications or data. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus, and shall be responsible for repairing, at Licensor’s expense, any and all damage done by the virus to Licensee’s site.

7.7 The Licensor represents and warrants that, upon completion of the project, the Licensor, and all subcontractors, if any, shall convey to MDOT copies of all interim reports, cost records,

data collection forms, and any working papers that support the final acceptance.

7.8 Licensor represents and warrants that it has obtained all necessary rights to permit use of the graphics on the site and that the Licensor shall provide MDOT with evidentiary proof of graphic licenses and releases. Further, the Licensor represents and warrants that all Licensor-supplied graphics and content contains no scandalous or libelous material.

7.9 The Licensor represents and warrants that the deliverables provided to MDOT under this Agreement, and their use by Active Users, will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Licensee agrees that it will promptly notify Licensor in writing of any such claim or action of which it has knowledge, and that it will cooperate fully in the defense and investigation of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. Licensor shall, to the extent authorized by Mississippi law, have sole control over the defense or settlement of any such claim or action. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or the State which involve the deliverables or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) procure for the State the right to continue using such items, or (b) modify or replace them with non-infringing items with equivalent functionality, or, to the extent (a) or (b) cannot be done despite Licensor's commercially reasonable efforts, (c) refund to the State the fees previously paid by the State for the infringing Products. Said refund shall be paid within ten (10) business days of notice to the State to discontinue said use. In addition to the foregoing, the Licensor shall indemnify the State in accordance with the provisions of Article 18 herein.

7.10 Licensor represents and warrants that the host site provided by the Licensor shall be reasonably expandable and scalable so MDOT can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the licensed Software and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to MDOT at no additional cost to MDOT.

7.11 Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

7.12 If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means

any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.13 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.14 Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

7.15 The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director

makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 8 EMPLOYMENT STATUS

8.1 Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

8.2 Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

8.3 Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

8.4 Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor's comprehensive general liability insurance policy.

ARTICLE 10 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

11.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and

subcontractors.

11.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

11.3 Licensor must obtain the written approval of MDOT before subcontracting any portion of this Agreement. No such approval by MDOT of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MDOT in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDOT may deem necessary.

11.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

11.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 12 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDOT to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to MDOT for the payments or performance due under this Agreement, MDOT shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to MDOT of any kind whatsoever, except for payment for work completed by Licensor and accepted by MDOT prior to termination. The effective date of termination shall be as specified in the notice of termination. MDOT shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 13 TERMINATION

13.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) MDOT may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) MDOT may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article 13 do not limit either party's right to pursue any other remedy available at law or in equity.

13.2 In the event MDOT terminates this Agreement, Licensor shall receive just and equitable compensation for Services rendered by Licensor and accepted by MDOT prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual ASP fees previously paid by Licensee.

ARTICLE 14 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

ARTICLE 15 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 16 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 17 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 18 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 19 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify MDOT in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or MDOT by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to MDOT shall be considered a material breach of this Agreement and MDOT may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 20 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 21 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Mississippi Department of Transportation's address for notice is Mr. Mike Roberts, IS Procurement Manager, Mississippi Department of Transportation, 401 North West Street, Jackson, Mississippi 39201. The Licensor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or

any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 23 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish MDOT with a certificate of conformity providing the aforesaid coverage.

ARTICLE 24 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 25 COMPLIANCE WITH LAWS

25.1 Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

25.2 Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 26 CONFLICT OF INTEREST

Licensor shall notify MDOT of any potential conflict of interest resulting from the provision of

services to other customers. If such conflict cannot be resolved to MDOT's satisfaction, MDOT reserves the right to terminate this Agreement.

ARTICLE 27 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 28 CONFIDENTIAL INFORMATION

28.1 Licensor shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensor following any termination or completion of this Agreement.

28.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

28.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 29 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All Content collected by the Software shall be the property of Licensee. Licensor may use the Content only in the performance of this Agreement, unless otherwise agreed upon between the parties. Licensee acknowledges that the Products shall remain the exclusive property of Licensor and are excluded from this Article.

ARTICLE 31 NON-SOLICITATION OF EMPLOYEES

Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of MDOT's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by MDOT and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 32 ENTIRE AGREEMENT

32.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 3770, and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

32.2 The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3770 and written addenda, and
- D. Licensor's Proposal, as accepted by the State, in response to RFP No. 3770.

32.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensor's Proposal").

ARTICLE 33 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 34 SURVIVAL

Articles 7, 14, 18, 22, 27, 28, 30, 31, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 36 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

ARTICLE 37 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee's or Licensor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee's funding source.

ARTICLE 38 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 39 SOFTWARE SUPPORT AND MAINTENANCE

39.1 As part of the Software support and maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3770 and the Licensor's Proposal in response thereto. Licensor shall provide Licensee with Enhancements to the Software as they are made generally

available from time to time. Notwithstanding any other provisions of this Agreement, Licensor shall provide support only with respect to the then-current generally available version of the Software.

39.2 Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the Software problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

39.3 Severity Level 1 implies that the Software is not functioning. Some examples of Severity Level 1 Software problems are as follows: (a) Software is down and will not restart; (b) Software is not able to communicate with external systems; and (c) Software is generating a data corruption condition. Licensor shall resolve Severity Level 1 Software Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Software Error is reported, Licensor will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Licensor and access to Licensee's system and other software for the duration of the error correction procedures.

39.4 Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Software Errors within two (2) business days, or within a mutually agreed upon time frame.

39.5 Severity Level 3 implies a Software Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Software Errors within ten (10) business days, or within a mutually agreed upon time frame.

ARTICLE 40 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 41 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 42 CHANGE ORDER RATE AND PROCEDURE

42.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licensor except by the express written approval of the State. The Licensor shall be obligated to perform all changes requested by the Licensee, which have no price or schedule effect.

42.2 The Licensor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licensor shall be obligated to execute such a change order; and if no such change order is executed, the Licensor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

42.3 With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate of **\$INSERT CHANGE ORDER RATE** per hour. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

42.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually

expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

42.5 The Licensor will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

42.6 In the event the Licensor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

42.7 The Licensee shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

ARTICLE 43 LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by MDOT. In the event of a delay as described herein, Licensor shall pay MDOT, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of \$500.00 per day for each calendar day of delay caused by Licensor. MDOT may offset amounts due it as liquidated damages against any monies due Licensor under this Agreement. MDOT will notify Licensor in writing of any claim for liquidated damages pursuant hereto on or before the date MDOT deducts such sums from money payable to Licensor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of MDOT.

ARTICLE 40 RETAINAGE

To secure the Licensor's performance under this Agreement, the Licensor agrees that MDOT shall hold back as retainage twenty percent (20%) of each amount payable under this Agreement. The retainage amount will continue to be held until expiration/termination of this Agreement.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Transportation**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**EXHIBIT A
PAYMENT SCHEDULE**

ATTACHMENT A DEFINITION OF TERMS

Access - the opportunity to reach a given destination within a certain time frame or without being impeded by physical, social or economic barriers.

Accessibility - the extent to which facilities and individual travel vehicles are barrier-free and can be used by persons with disabilities, including wheel chairs.

Agency- see **Provider of Transportation**

Americans with Disability Act (ADA) - the Federal law that requires public facilities, including transportation facilities, to be fully accessible for persons with disabilities. ADA also requires the provision of complementary or supplemental paratransit services in areas where fixed-route transit services operate.

Americans with Disability Act Complementary Paratransit - demand response services that operate accommodate persons who cannot use the fixed-route service because their disability prevents it. Under ADA, a fixed-route service (excluding commuter services) is required to provide complementary paratransit with service characteristics equivalent to fixed-route service.

Advance Reservation Scheduling - passengers call ahead and reserve, in advance, for a ride on a particular date and time. This is used in demand-response transportation systems. Transit systems may set limits on the minimum and maximum advance reservation times before the requested trip. Advance reservation of trip requests allows the scheduler/dispatcher to identify ridesharing opportunities and assign rides to vehicles for the most efficient service delivery. A drawback to allowing requests far in advance of the desired trip is that no-shows may be more frequent than with real-time scheduling.

Block Grant - categorical funds that are distributed to a recipient without specific spending requirements.

Brokerage/Broker - in general, an institutional organization that functions as an interface between transportation providers and users. More specific roles include the following:

- Coordination of transportation services in a defined area. The transportation broker may centralize vehicle dispatching, record keeping, vehicle maintenance, and other functions under contractual arrangements with agencies, municipalities, and other organizations. This type of brokerage may be appropriate when full consolidation of services is not the best option.
- A method of matching travelers with a variety of transportation providers and modes through use of central dispatching and administrative facilities. Volunteer drivers are often coordinated by a broker.

1 Glossary Adapted From Coordination Strategy Handbook, Wisconsin Department of Transportation, published by United We Ride, the Administration on Aging and the Department of Health and Human Services in Seniors Benefit from Transportation Partnerships -A Toolkit.

Capital Costs - refer to the costs of long term assets of a public transit system such as property, buildings and vehicles. The Federal Transit Administration (FTA) defines capital costs to include bus overhauls, preventative maintenance, and even a portion of ADA paratransit expenses.

Central Transfer Points - a central meeting place where routes or zonal demand-responsive buses intersect so that passengers may transfer. Routes are often timed to facilitate transferring.

Charter Service - transportation service offered to the public on an exclusive basis (either as individuals or as groups). It is provided with a vehicle that is licensed to render charter service and engaged at a specific price for the trip or period of time, usually on a reservation or contractual basis.

Circulator - a bus that makes frequent trips around a small geographic area with numerous stops around the route. It is typically operated in a downtown area or area attracting tourists, where parking is limited, roads are congested and trip generators are spread around the area. It may be operated all day or only at times of peak demand, such as rush hour or lunch time.

Community Routes - community routes are transit routes that are tailored to meet the needs of a specific market segment (such as persons with a disability or older adults) in a community. Community routes often evolve out of a pattern of demand-responsive travel within a community.

Connector Service - service in which a transfer to or from another transit system or mode is the focal point. An example of this is service provided under the Greyhound Rural Connector program: local transit providers operate service that brings people to and from the Greyhound station. This type of connector is also known as a feeder service.

Coordination - coordination is a resource management technique used to achieve greater cost effectiveness in service delivery. Coordination requires shared power, which includes shared responsibility, shared management and shared funding. In coordination, two or more organizations (who may not have worked together previously) interact to jointly accomplish their transportation objectives.

Curb-to-Curb Services - a service that picks up and delivers passengers at the curb or roadside, as distinguished from door-to-door service. Passenger assistance is generally not rendered other than for actual boarding and alighting.

Demand-Responsive Service - service activated based on passenger requests. Usually passengers call the scheduler or dispatcher and request rides for particular dates and times. A trip is scheduled for the passenger, and may be canceled by the passenger. Usually involves curb-to-curb or door-to-door service. Trips may be scheduled on an advance reservation basis or in "real-time". Usually smaller vehicles are used to provide demand-response service. This type of service usually provides the highest level of service to the passenger but is the most expensive for the transit system to operate in terms of cost per trip.

Destination - a place which a passenger ultimately disembarks from a transit vehicle; the point at which a trip terminates.

Dial-A-Ride - a name that is commonly used for demand-responsive service.

Door-through-Door Service - a service that may involve assisting the passenger through the door of their place of origin and delivering them through the door of their destination. The driver or escort may provide substantial hands-on physical assistance for the passenger if needed.

Door-to-Door Service - a service that picks up passenger at the door of their place of origin and delivers them to the door of their destination. The driver pulls the vehicle off the road, if possible, and escorts or physically assists the passengers if needed. Door-to-door service provides a higher level of assistance than curb-to-curb service and is typically used for passenger with physical disabilities.

Federal Transit Administration (FTA) - the agency within the DOT that administers federal transit aid programs. Before 1991, FTA was known as the Urban Mass Transportation Administration (UMTA).

Fixed-Route - bus service on a prescribed path or route that never varies. The schedule may be fixed or flexible. Passenger may be required to wait at designated stops, or flag stops may be permitted. Usually larger vehicles are used to provide fixed-route service.

Fixed Schedule - predetermined times at which a vehicle is to arrive at certain location. The actual bus route may be fixed or flexible. A flexible route combines fixed scheduled stops with demand response stops.

Headway - the length of time at a stop between buses following the same route. If buses operating along Route A arrive at Stop 1 at 9:00, 9:30, 10:00, 10:30 and 11:00, it is operating on half-hour headways during the period between 9:00 and 11:00.

Human Service Transportation Agency - transportation for clients at a specific agency that is usually limited to a specific trip purpose. Human service agency trips are often provided under contract to a human service agency and may be provided exclusively or shared with riders from other human service agencies.

Individual with a Disability- any person who by any reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability is unable, without special facilities, to use local transit facilities and services as effectively as persons who are not so affected. This definition is part of the Americans with Disabilities Act.

Live Dispatch or Real-Time Scheduling - passengers call and a request demand-responsive trip a short time before the trip is needed and the dispatcher is responsible for assigning vehicles and drivers to meet passengers' requests. This type of scheduling is most convenient for passenger but most costly for a transit system to implement as a large fleet of vehicles and drivers is needed to ensure all trip requests are met. This type of scheduling is most frequently used by taxi services.

Local Bus Service - local bus service is a term used to describe a route along which many stops are made, allowing passengers to board and disembark. It is typically used in contrast to express bus, a bus that makes a limited number of stops and is targeted more at long distance riders. Local bus service is important in rural areas unless feeder or connector service is available to bring people to the station.

Medicaid - also known as Medical Assistance, this is a health care program for low-income and other "medically-needy" persons. It is mostly funded by State and Federal governments. The Medicaid program pays for transportation to non-emergency medical appointments if the recipient has no other means of travel to the appointment.

Medicare - the national health insurance program for eligible people 65 and older and some disabled individuals. Medicare covers hospital costs; Medicaid B covers doctor bills and other medical costs. At this time, Medicare covers only emergency transportation services.

Metropolitan Planning Organization (MPO) - the organization entity designated by law with lead responsibility for developing transportation plans and programs for urbanized areas of 50,000 or more in population. MPOs are established by agreement of the governor and are designed so that combined; they represent 75 percent of the affected population of the urbanized area.

Mobility - the ability to move or be moved from place to place.

Mode, Intermodal, Multimodal - mode refers to a form of transportation, such as automobile, transit, bicycle, and walking. Intermodal refers to the connection between modes and multimodal refers to the availability of transportation options within a system or corridor.

Mobility Management - consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or sub-recipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.

Operating Cost - the costs associated with operating and maintaining a transit system, including labor, fuel, administration and maintenance.

Paratransit Service - paratransit is a broad term that may be used to describe any means of shared ride transportation other than fixed-route mass transit services. The term paratransit usually indicates that smaller vehicles (less than 25 passengers) are being used. These services usually serve the needs of persons that standard mass transit services would serve with difficulty or not at all. A paratransit service is typically advance reservation, demand responsive provided curb-to-curb or door-to-door. Route deviation and point deviation are also considered paratransit.

Passenger/client - An individual on board, boarding, or alighting from a revenue transit vehicle. Excludes operators, transit employees and contractors.

Point Deviation Service - a type of flexible route transit service in which fixed scheduled stops (points) are established but the vehicle may follow any route needed to pick up individuals along the way if the vehicle can make it to the fixed points on the schedule. This type of service usually provides access to a broader geographic area than does fixed-route service but is not as flexible in scheduling options as demand responsive service. It is most appropriate when riders change from day to day but the same destinations are consistently in demand.

Provider of Transportation (Transportation Provider) - an agency that offers or facilitates (purchases, contractors for, or otherwise obtains) transportation, as opposed to an agency whose role is limited to funding programs.

Pulse System - a type of fixed-route transit system (usually involving a radial network) in which all routes arrive at and depart from the central transfer point at the same times. This timing facilitates transferring but necessitates a transfer facility where simultaneously all bus can safely drop off passengers, wait and passengers can easily and safely get to the bus to which they are transferring.

Real-Time or Live Dispatch Scheduling - passengers call and request demand-responsive trips a short time before the trips are needed and the dispatcher is responsible for assigning vehicles and drivers to meet passengers' requests. This type of scheduling is most convenient for passengers but most costly for a transit system to implement as a large fleet of vehicles and drivers is needed to ensure all trips requests are met. This type of scheduling is most frequently used by taxi services.

Recipient - a State or Indian tribe that receives a Federal transit program grant directly from the Federal Government.

Route Deviation Service -transit buses travel along a pre scribed route at scheduled times and maintain scheduled or unscheduled checkpoint stops. The vehicle may leave and return to the route to pick up persons who have requested demand-responsive trips near the route; passengers may call in advance for route deviations or may access the system at predetermined route stops.

Rural Area - an area with low population and density outside the boundaries of an urban area. However, the term rural is commonly used to refer to all areas other than urbanized areas and is so used in this circular.

Senior Centers - senior centers are considered a vital link in the service delivery network for older persons. Senior centers function as meal sites, screening clinics, recreational centers, social service agency branch offices, etc.

Shared Ride Taxi - a shared ride taxi service provides taxi transportation in which more than one passenger is in the vehicle at the same time, usually at a reduced rate for each of the passengers, shared ride taxi is a way of using taxicabs for paratransit service.

Shuttle Service - shuttle service refers to fixed-route that connects only a small number of fixed stops and operates at a high frequency (or short headways). The vehicle follows a repetitive back-and-forth route. This type of service is related to a circulator service but connotes a more linear route structure.

Specialized Transit – refers to transit services that support particular populations, frequently consisting of older adults, persons with disabilities and/or individuals with low incomes.

Sub-recipient - a State or local governmental authority, a non-profit organization, or operator of public transportation or intercity bus service that receives Federal transit program grant funds indirectly through a recipient.

Subscription Service - when a passenger or group of passengers requests a repetitive ride, such as on a daily or weekly service on an on-going basis. Trips are often scheduled on a Subscription or "standing order" basis. The passenger makes a single initial trip request and the

transit system automatically schedules them for their trip(s) each day or week. This type of service is frequently used in transporting human service agency clients to regular agency programs.

Taxi - demand-responsive transportation vehicle offered to individual members of the public on an exclusive basis, in a vehicle licensed to render that service, usually operated by a private, for profit company. Fares are usually charged on a per-mile or per-minute (or both) basis on top of a base fare charged for all trips. Passengers may call the dispatcher to request a trip (live dispatch) or hail a passing unoccupied taxi.

Transit Dependent - persons who must rely on public transit or paratransit services for most of their transportation. Typically refers to individuals without access to personal vehicles.

Transit Disadvantaged - a term used to describe those persons who have little or no access to meaningful jobs, services, and recreation because a transportation system that does not meet their needs.

Transportation Management Association - a voluntary association of public and private agencies and firms joined to cooperatively develop transportation-enhancing programs in a given area. Transportation Management Associations (TMAs) are appropriate organizations to better manage transportation demand in congested suburban communities.

Urbanized Area - an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an "urbanized area" by the Secretary of Commerce. Small urbanized areas as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

Volunteer Driver Network - a volunteer network matches requests for transportation with a volunteer driver who is typically reimbursed on a per-mile basis for providing the trip. Persons requesting service call the network; the network calls the driver and schedules the trip. Volunteer networks are frequently used in rural areas where resources are scarce, persons needing transportation may live in remote areas, and a sense of community is not uncommon.

Volunteer Escort Network - a volunteer escort service maintains a network of volunteers who will travel with a person needing mobility assistance on the transportation service. Volunteer escorts typically accompany individuals on longer distance trips and/or trips with multiple passengers.

ATTACHMENT B FEDERAL CLAUSES

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or

less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over

\$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1)

on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment

provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of

the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide

Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing.

Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246,

“Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient’s DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which

implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, 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 ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (\$3,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or

patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The

Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. 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%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return

any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation

Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and

year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF- SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**ATTACHMENT C
FEDERAL CERTIFICATIONS**

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)
On behalf of _____ that:
(Name of Bidder/Company Name)

- ❖ No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ❖ If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- ❖ The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this 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 undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,

 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

- (3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor

Signature of Authorized Official _____ Date / /

Name and Title of Contractor's Authorized Official

ATTACHMENT D SAMPLE REPORTS

The following sample reports are posted to the web:

5310 Program Reports

- Daily Ridership Report (DailyRdrshpRpt_10.xls)
- End of Useful Life Declaration (DEOULRequest_10.xls)
- Fleet Operations Cost Report (FleetOp_10.xls)
- Master Vehicle Record Report (MVR_10.xls)
- Medicaid Broker MTM Report Form (mtm Sept 15a.xls) – same report for 5310 and 5311
- RTAP Reports (RTAP-Forms_10.xls)
- Source Reports for Automated Report System (1ProjInfo_10.xls)
- Summary Vehicle Progress Report (Summary_10.xls)
- Vehicle Accident Report (VehAccidentRpt-10.xls)

5311 Program Reports

- Actual Expenditures Report by Contractor Per Quarter (TotalExp_11.xls)
- Budget Revision Request (BudgetRevRequest_11.xls)
- Daily Ridership Report (DailyRdrshpRpt_11.xls)
- DBE Report (DBE-Rept_11.xls)
- End of Useful Life Declaration (DEOULRequest_11.xls)
- Fleet Operations Cost Report (FleetOp_11.xls)
- Fleet Summary Report (FleetSumm_11.xls)
- Master Vehicle Record Report (X-MVR_11.xls)
- Medicaid Broker MTM Report Form (mtm Sept 15a.xls) – same report for 5310 and 5311
- Reimbursement Request (ReimbReq_11.xls)
- Ridership and Revenue Report (RiderRev_11.xls)
- RTAP Reports (RTAP-Forms_11.xls)
- Vehicle Accident Report (VehAccidentRpt_11.xls)
- Vehicle Daily Preventive Maintenance Report (VDPM-Inspection_11.xls)