**Request for Proposals For A
Transit Scheduling Software**

Proposals accepted until:
Monday, November 7th, 2022

Rolling Plains Management Corporation

118 N. 1st Street
Crowell, Texas 9227
940-684-1571

Rolling Plains Management Corporation is an equal opportunity employer and encourages all Historically Underutilized Businesses and Disadvantaged Business Enterprises to participate.

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I. GENERAL INFORMATION

Rolling Plains Management Corporation is requesting proposals, priced on a fixed price basis, from qualified sources, to provide and deploy up-to-date transit scheduling software in order to better streamline scheduling and dispatching processes and procedures. The system should include, full range of operating and management functions and multiple scheduling profiles to support RPMC's demand-response services. The capabilities for rural public transportation trip reservations, scheduling and dispatching, fare collection system, vehicle maintenance, tracking and reporting. The system should provide, also as a minimum, the ability to reduce paperwork (trip manifest, no-show/cancel reports, vehicle maintenance), reduce duplication of data entry, accurate billing reports, visibility of vehicle locations (Automatic Vehicle Locator/GPS), trip status, ability to record and auto sync data when in no service areas, the ability to integrate to Medicaid contractors and/or other entities, and compliance with all Americans with Disabilities Act regulations and all other regulations for other funding sources, including but not limited to Protected Health Information and HIPPA.

i. Purpose
The purpose in soliciting Request for Proposals (RFP) is to secure a vendor(s) that will provide quality scheduling and dispatch software to meet the rural public transportation needs of the Transportation Department.

ii. Contract Type
The winning proposal will be offered a standard agreement/contract from RPMC.

iii. Timeline
The successful proposer agrees to begin providing services **no later than February 1, 2023** as specified in the agreement/contract negotiation notice. Should the work not begin within the specified time, then vendor negotiations may be terminated.

iv. Limitations and Reservations
RPMC reserves the right to accept or reject any and all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if found to be in the best interest of RPMC. This RFP does not commit RPMC to award a contract, to pay any costs incurred for the preparation of proposals or to procure or contract for any services.

RPMC specifically reserves the right to vary the provisions set forth herein any time prior to the execution of a contract where such variance is deemed to be in the best interest of the needs of RPMC While every effort has been made to ensure the accuracy and completeness of the information in this RFP, RPMC recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the proposer to include in their proposal all software and hardware requirements which are necessary for the full performance of the system. If selected for negotiations, proposer may be required to prepare and submit additional information prior to final vendor(s) selection, in order to reach terms for the provision of services, which are agreeable to both parties.

v.   Modification and Renewals

RPMC reserves the right to negotiate a modification or renewal for software services in connection with any executed agreement/contract funded through this RFP without repeating the RFP process for a period of up to five (5) years from the original proposal initiation. Vendor modifications and renewals shall be considered based upon the vendor's ability to meet RPMC needs.

vi.   Signatures

A proposal shall be signed by the business's official authorized to bind that business and shall contain a statement to the effect that the proposal is a firm bid for a thirty (30) day period from the date that the proposal is received by RPMC. The proposal shall also provide the name, title, address and telephone number of the individual(s) with authority to negotiate during the period of proposal evaluation.

II.   SCOPE OF WORK

The scope of Services describes the elements of the software and technology system that would aid RPMC in our daily mission of providing quality demand response service in an efficient and economical manner including the use of an interactive app for scheduling and electronic fare collection. It is RPMC intent to make the opportunity available to vendors to offer proven software products that will address the functional elements required by RPMC to adequately meet the on demand rural transportation scheduling needs. The specifications not addressed are not intended as an omission in regards to the vendor's software product/IT technology. A full-functioning software package is required to provide for most, if not all of the specifics, on Attachment A.

III.   RFP TIMETABLE

RPMC reserves the right to adjust these time frames if a critical addendum is required of if the proposal deadline needs to be extended due to unforeseen circumstances in the best interest of RPMC.

RFPs must be emailed by 5:00pm to Donna Moore at donna.moore@rollingplains.org by 5:00 pm (CST) on November 7, 2022.

Action	Dates
Public Media Notice of RFP	Monday, October 10, 2022
Bidder's Conference	Tuesday, October 18, 2022
Deadline for Question Submission	Tuesday, October 25, 2022
Final Addendum of Q&A Posted	Wednesday, October 26, 2022
Deadline for Receipt of Proposal Openings	Monday, November 7, 2022
Proposal Evaluations	Tuesday, November 8, 2022

Interviews/Presentations/Demonstrations	November 14—16 , 2022
Final Selection	Monday, November 29, 2022
Contract Negotiations	Monday, December 5, 2022
Notice to Proceed	Thursday, December 8, 2022
Installation of Software, Hardware, Training, Integration and Functionality	No later than February 1, 2023

The Bidder's Conference will take place on Tuesday, October 18, 2022 during 10:00AM—11:00AM (CST). Please join the meeting from your computer, tablet or smartphone using the following link: https://meet.goto.com/420605701

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
United States: +1 (646) 749-3129

Access Code: 420-605-701

The meeting will be recorded if unable to attend. Please email Donna Moore to attain recording.

IV.   SUBMISSION GUIDELINES
All bid submissions should include a signed Letter of Submittal by an authorized person with the authority to bind the offer.

The deadline to email proposals to Donna Moore at donna.moore@rollingplains.org in 11 pt. Aerial font is by 5:00 pm (CST) on November 7, 2022. No hard copies will be accepted at this time.

All questions concerning this RFP packet should be directed to: Ms. Donna Moore, RPMC Transportation, 118 N. 1st Street, Crowell, Texas 79227 or by email at donna.moore@rollingplains.org. Any questions submitted will be posted or communicated back to bidders via RPMC website [reference RFP Timeline for exact dates].

V. EVALUATION CRITERIA TABLE

The selection of a proposal is to be made after a careful evaluation of the proposals received. Each proposal will be evaluated for acceptability with emphasis on the various factors enumerated in the evaluation table. Each factor is assigned a numerical score. The scores will be used to determine vendor(s) with whom negotiations may be conducted. Evaluations will be based upon the Evaluation Criteria Table, for which up to 100 points may be awarded. Total evaluation values of less than 70 points will invalidate a proposal.

Respondents will be evaluated and scored according to the following factors:

Evaluation Criteria	Max Points
Past experience with delivering similar services of similar size and complexity	10
Ability to meet the software requirements specified in Attachment A	25
Technical details of the implementation along with the hardware and software requirements and configurations	10
Cost	30
Support and Maintenance	15
Training Plan	10
Total Points	100

VI. RFP SUBMISSION CHECKLIST

❑ Required Elements in Response Format [reference heading VII.]

❑ Certification of Compliance with Required Elements [reference heading VIII.]

❑ Assurances

❑ Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Including Drug-free Workplace Requirements and Americans with Disabilities Act [reference heading XI.]

❑ TxDOT form PTN-130 [reference attachment]

❑ Email proposals at 5pm (CST) by Monday November 7, 2022 to donna.moore@rollingplains.org. [reference heading IV.]

VII.   REQUIRED ELEMENTS IN RESPONSE FORMAT

All interested parties shall submit the following information to be considered responsive, as well as demonstrate its capabilities to provide, perform and complete the following tasks:

☐   Provide a cover letter that contains, at a minimum, the following information: statement of interest; certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter; respondent's name, address, telephone number, fax number and email address of the individual to contact regarding the submittal: and an authorized partner shall sign the letter.

☐   Provide a turn-key IT solution which consists of Transit Management Software for route scheduling/dispatching, vehicle maintenance tracking and reporting, map data for areas served by RPMC Transportation, building AND "on-board" hardware and software with Automatic Vehicle Location capabilities. Vendor to include, but not be limited to trip data, expenses, revenues, maintenance, cost per trip, cost per mile, cost per hour, etc. Detail the following points:

  ▪   The proposer shall include a concise summary of the products and services being offered to meet the requirement of this RFP.
  ▪   Proposer should also provide their approach to providing the services.
  ▪   Software should be a complete suite of tools needed to run and automate RPMC's Rural Transit District: scheduling/dispatching, vehicle maintenance, billing reporting, mapping, auto scheduling, Mobile devices interface, tech support and maintenance.
  ▪   Proposer should also include options and capabilities not listed in this RFP (i.e. fare automation, call functions, demographics such as 5310 data, driver training, query tools, route optimization, coordination etc.).

☐   Implement the IT solution in a manner in which all RPMC Transportation Data is migrated to the new system. Detail the following points:

  ▪   The proposer shall describe the approach to meeting the implementation, training, documentation, and transition requirements as well as the go-live plan.
  ▪   The proposer shall provide specifications for all recommended hardware and software and shall continually assess requirements for the system environment and provide specifications for any recommended changes to the RPMC environment. These specifications should include all hardware and software (Transit Management Software) required for complete system integration. The proposer will also include optional pricing to establish, test and host the infrastructure defined.

☐   Provide any type of necessary software or hardware integration required for provide a seamless solution. Detail the following points:

  ▪   The proposer shall provide any type necessary software or hardware integration require to provide a seamless solution. The system should deploy in a pilot environment to test all aspects of the system including full integration of

MDC/tablet and Automatic Vehicle Location system with transit software.
- The go-live plan should include at least prerequisite activities including training, deployment steps, test plan, and data conversion.

☐ Develop and conduct training for system administrators, dispatchers, drivers, train the trainers, users, etc. Detail the following points:

- The proposer shall provide training to ensure all RPMC users have the knowledge and capability necessary to effectively use the system.
- Training should be conducted at the RPMC facility in Crowell, Texas and at other RPMC facilities as agreed to. A training plan shall be developed by the proposer and reviewed and approved by RPMC and RPMC Management Team.
- Training shall be conducted from installation through implementation.
- The proposer shall provide user documentation including manuals, quick reference guides, tutorials, on-line and any configuration or customization documentation.

☐ Provide warranty, maintenance coverage, and tech support. Describe ongoing software and hardware maintenance plan, as well as support for your proposed solution. Detail the following points:

- The proposer shall warrant each deliverable for a period of one year after the system is fully implemented and accepted.
- During the warranty period, the proposer shall be responsible for correcting any issues causing any portion of the system to be inoperable or any issues resulting in inaccurate results produced by the system when the system is used in accordance with product documentation provided by the proposer and without extraordinary actions on the part of RPMC or its users.

☐ The proposer shall provide a planned maintenance upgrade and data management strategy. The proposed maintenance and tech support agreement shall include at a minimum:
- Planned software and data upgrades and maintenance schedules. This should include any planned enhancement and any outstanding critical issues that are being addressed.
- Software upgrades procedures to ensure any software version upgrade is compatible with the RPMC IT infrastructure.
- In a hosted environment, procedure to notify RPMC when the system must be halted to provide scheduled and unscheduled maintenance. Clearly defined roles, responsibilities and coordination processes should be provided.
- Document all customization or configuration to ensure reproducibility when RPMC upgrades to a new release of the software.
- Proposer shall submit business continuity procedures and a disaster recovery plan which includes at a minimum recommended hardware and software and a documented disaster recovery plan.
- Optional Hosting: RPMC has not determined where the software will be hosted (proposer should make recommendations). If hosted at proposer's facility or other

pre-determined location, the proposer's hosting services shall include the following features, at a minimum:
- Type of website security
- Availability of system
- Data security
- Data center tier level
- Help desk services
- Backup/disaster recovery plan

☐ Support fifty (50) or more vehicles and provide the ability to increase scope with additional vehicles and functionality. System must be adaptable to various types of transit service. Detail the following points:

- System shall allow dispatch to view vehicle location on GPS map, download schedule and route to vehicle, provide navigation, capture all trip related information using a tablet, allow dispatch to reassign trip to another driver, allow dispatch to add a trip for any type of funding source, ability to update trip information and status, and ability to integrate vehicle odometer.

☐ Work closely with RPMC Transportation Management Team to develop a Project Plan and provide any required documentation including Test/Acceptance Plan, Transition Plan, and "Go-Live" Plan.

☐ Provide qualifications, certifications and references of key staff to be assigned to this project including technical staff. Detail the following points:

- The proposer will document successful past performance and relevant qualifications and experience.
- The proposer shall be a company in the business of developing Transit Management Software, integration and maintenance for advanced ITS systems for a minimum of three (3) years within the last five (5) years. Within the last five (5) years, the company should have successfully completed projects that are similar in size and complexity.
- A list of the proposers last five (5) installations should be included. The installations should reference previous experience integrating to broker portals for downloading medical trips.

☐ Provide price quotes for software, hardware, training, licensing (initial and annual), and maintenance and support. Detail the following points:

- Proposer shall list additional options/capabilities of software as applicable (i.e. vehicles analytics, fleet productivity – idle, speed, driver performance) as well as all recurring costs including software and hardware updates, as applicable, and initial set-up fees and warranties.
- Proposer should provide three (3) and five (5) year price quote options for upfront payment of all reoccurring fees, licenses, and warranties.
- It is highly recommended that proposers include pricing for multiple package

options so that RPMC has the flexibility to build its own product package.

☐   Indicate the number of years' experience operating such services in a stable, sound manner, as well as, references that include names, addresses and phone numbers of references familiar with the proposer's ability, experience, and reliability in the performance and management of projects of a similar nature.

☐   Describe your organization's method and capacity to assure quality in the services requested through this RFP.

VIII. CERTIFICATION OF COMPLIANCE WITH REQUIRED ELEMENTS

This is to certify that to the best of the undersigned's knowledge and belief, the information in this proposal is responsive and is true and correct. The undersigned understands that a non-responsive proposal, as defined by RPMC, may not be reviewed and considered for agreement/contract selection. Further, the submission of the proposal has been authorized by the governing body of the proposer.

Efforts will be made by RPMC to utilize small businesses, owned, and controlled by socially and economically disadvantaged individuals and which have been certified as a DBE and HUB from through a state Uniform Certification Program.

Please indicate which best represents your business. (Check)

☐ HUB Vendor (Historically under- Utilized Business)

☐ DBE Vendor (Disadvantaged Business Enterprise)

☐ Minority Owned Business

☐ Business is part of a larger company (Please specify) _____

☐ Other (Please specify) _____

_____
(Signature)   (Date)

_____
(Print Name and Title)

_____
(Print name and title of person authorized to negotiate a contract if different from person listed above.)

_____
(Organization)

_____
(Address)   (City)   (State)   (Zip)

_____
(Telephone Number)

IX.   ASSURANCES

We understand and agree that this proposal is not a contract and does not obligate RPMC to pay for costs incurred in the preparation of this proposal or costs incurred prior to the execution of a written contract or prior to the receipt of funds designated for this program from the funding agency.

We understand and agree that the contract provisions may vary from the provisions set forth in this request, when deemed necessary by the RPMC. However, we agree to abide by the contract provisions contained in the proposed contract.

We understand and agree that we may be subject to an on-site review and must be able and willing to provide documentation of information in the proposal at the request of RPMC prior to execution of a contract.

We understand and agree that RPMC is not required to select the lowest cost proposal.

We understand and agree that any material misrepresentation or deliberate omission of a fact in this proposal may be justification for rejection of the proposal.

We understand and agree to abide by all federal, state and local laws, policies and regulations governing these and those additional rules, which may be promulgated, or as amended, subsequent to the execution of a contract.

We understand and agree that we may be subject to a monitoring review or audit by the TxDOT, FTA and/or RPMC. We also understand that we may be required to provide a copy of the most recent audit as part of the contracting process.

We understand and agree to submit this proposal in a good faith effort to provide services to the benefit of economically disadvantaged individuals eligible for services under this proposal.

Signature: _____   Date: _____

Printed Name: _____   Title: _____

X. ADDITIONAL INFORMATION AND CERTIFICATION

i. Certifications

Proposer has certifications regarding the following:

- Lobbying
- Debarment
- Suspension and Other Responsibility Matters
- Drug-Free Workplace Requirements
- Americans with Disabilities Act

ii. Protest Rights

All protests, complaints, grievances, questions or concerns regarding the bid process or the selection of the winning bid must be submitted in writing within 10 days of selection:

Rolling Plains Management Corporation
Debra K. Thomas, Executive Director
PO Box 490
Crowell, Texas, 79227

All protest and complaints shall be referred to the RPMC Executive Committee for resolution.

iii. Standards of Conduct

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. In order to ensure objective contractor/vendor performance and eliminate unfair competitive advantage, contractor/vendors who develop or draft specifications and other requirements for RPMC solicitation instruments (RFP's, RFB's, etc.) shall be excluded from competing for such procurement.

Awards shall be made to the contractor/vendor whose offer is responsive to the solicitation and is most advantageous to RPMC, price and other factors considered.

Solicitations shall clearly set forth all requirements that the contractor/vendor must fulfill in order for the offer to be evaluated. Any and all offers may be rejected when in the best interest of RPMC to do so.

Written procedures implementing these policies shall be developed in compliance with applicable federal and state laws and regulations.

iv. Geographic Preference

RPMC shall conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

v. **Subcontracting**

The services of any vendor(s) awarded from this RFP must be delivered by the vendor named on the proposal. Subcontracting may be allowed if required by the vendor for functioning, support or training requirements, prior authorization may be needed from RPMC.

vi. **Conflict Of Interest/Nepotism**

To avoid any real or apparent conflict of interest or nepotism in the procurement of the bid proposal, no RPMC employee, agent, consultant, officer, family member of employees, official of RPMC and who exercises or has exercised any functions or responsibilities with respect to contract decision making process or gain inside information about such activities, may obtain personal or financial interest or benefit, directly or indirectly, from any award connected with this request. RPMC's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from potential bidders.

vii. **Federal/State/Local Compliance**

This RFP complies with all federal and state rules and RPMC policies and procedures. Firm awarded will comply with all applicable federal and state rules.

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☐ Federal and State   ☒ State Only

Federal Clauses – Procurement Types Summary:

All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties

2. Access to Third Party Contract Records

3. Changes to Federal Requirements

4. Civil Rights (EEO, Title VI & ADA)

5. Incorporation of FTA Terms

6. Energy Conservation

7. Veterans Preference

8. False or Fraudulent Statements or Claims

9. Disadvantaged Business Enterprises (DBE)

10. Fly America

11. ADA Access

12. Special Notification Requirements for States

Award Exceeding $10,000

13. Terminating the Contract

Award Exceeding $25,000

14. Debarment and Suspension

☐ **Award Exceeding $50,000**

15. Contracting with the Enemy

☒ **Award Exceeding $100,000**

16. Resolution of Disputes, Breaches, or Other Litigation

17. Lobbying Restrictions

☐ **Award Exceeding $150,000**

18. Environmental Protection (Clean Air and Water Pollution Control)

State of Texas Procurement Contract Clauses

State of Texas - Procurement Types Summary:

All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment

2. Family Code Child Support Obligation Certification

3. Debts and Delinquencies Affirmations

4. Disaster Recovery Plan

5. Disclosure of Prior State Employment

6. Entities that Boycott Israel

7. Federal Executive Order 13224 Excluded Parties

8. False Statements

9. Financial Participation Prohibited Affirmation

10. Foreign Terrorist Organizations

11. Disaster Relief Contract Violation

12. Public Information Act

13. Signature Authority

14. State Auditor's Right to Audit

15. Suspension and Debarment

16. Assignment

17. Contracting Information Responsibilities

18. Human Trafficking Prohibition

1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;

B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;

C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;

D. Debar a contractor for a specified period of time; and

E. Take any other action authorized by law.

2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

4. §444.190 Gov't Code Disaster Recovery Plan

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

5. §2254.033 Gov't Code Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

A. The nature of the previous employment with TxDOT or the other agency;

B. The date the employment was terminated; and

C. The annual rate of compensation for the employment at the time of its termination.

6. §2271.001 Gov't Code Entities that Boycott Israel

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

A. It meets an exception criterion under Section 2271.002, or

B. It does not boycott Israel and will not boycott Israel during the term of this Agreement.Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

7. Federal Executive Order 13224 Excluded Parties

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

8. §2155.077(a)(2) Gov't Code False Statements

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

10. §2252.152 Gov't Code Foreign Terrorist Organizations

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

13. §2252.0012 Gov't Code Signature Authority

The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

14. §2262.154 Gov't Code State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. §2155.077 Gov't Code Suspension and Debarment

Sub-recipient certifies that it and its principals are not suspended of debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

16. §2262.056 (b) Gov't Code Assignment

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

17. §552.372 Gov't Code Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,

B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and

C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

18. §2155.0061 Gov't Code Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.

2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company:

Address:

Telephone: **SS# or Tax ID#:**

Printed Name of Person Completing Form:

Signature

Date:

Description of Commodity Service:

Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship   ☐ General Proprietorship   ☐ Corporation   ☐ Limited Partnership   ☐ Limited Proprietorship

Is your firm a DBE?   ☐ Yes   ☐ No

If yes, what type?

Third Party Procurement Contract Provisions

Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.

☐ 1. **Construction Related Clauses**

    ☐ Federal and State

    ☐ State Clauses

☐ 2. **Rolling Stock Related Clauses**

    ☐ Federal and State

    ☐ State Clauses

☐ 3. **Professional Services / Architectural Engineering**

    ☐ Federal and State

    ☐ State Clauses

☒ 4. **Materials & Supplies Related Clauses**

    ☐ Federal and State

    ☒ State Clauses

☐ 5. **Operations / Management Related Clauses**

    ☐ Federal and State

    ☐ State Clauses

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4b. State of Texas Required Clauses: Materials & Supplies Related Clauses

A. Dispute Resolution

A. §2260.004 Gov't Code Dispute Resolution

The Recipient agrees to the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute under this Agreement.

Materials and Supplies Related Certification

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with State of Texas funds.

Name of Company	Printed Name of Person Completing Form
Date	Signature

RPMC System Functionality and Business Requirements

System Requirements/Attachment A

System Configuration

1. Allow the System Administrator to add new fields required.

2. Allow the System Administrator to add additional items to customize workflows including but not limited to:

   a. Reports, funding and billing configurations

   b. User Interface, security and functionality, service areas

   c. Ridership, Trip creation, Revenue miles, Revenue hours, Custom service -oriented applications and have a Fare based system

3. Allow System Administrator to configure mobile apps

4. Allow System Administrator to define rules for passenger "No-Shows" and "Cancellations"

5. Allow the System Administrator to define notification recipients

6. Allow System Administrator to configure mobility types

7. Must be a Cloud based application

8. System must have the ability to record and auto sync data when in or out of data service areas

Driver Functionality

1. Provide ability for drivers to update information and trip status and fare collection on iPads or equivalent MDU

2. Provide capability for drivers to send and receive messages

3. Provide ability for drivers to confirm "no-show" trips and cancel trips

4. Provide drivers the ability to enter pre-trip/post trip vehicle information

Trip Management

1. Provide ability to create trips

2. System should validate trip numbers

3. Allow user to create/add new addresses and Geocode's at any time

4. System should prompt user for data specific to a destination address

5. System should calculate ETA (Estimated time of Arrival)

6. System should automatically calculate trip rates based on funding sources

Driver Management/Credentialing

1. Provide ability to store driver information and send automatic notifications

2. Provide ability to document driver issues (Maintenance/Clients)

3. System should check driver certifications/credentials by renewal date and notify user of due dates

4. System should check driver qualifications by license type

5. System should track driver training, certifications and driver credentials

Passenger Management

1. User should have the ability to add/edit passenger information

2. User/System should have the ability to generate warnings for Underage Riders

3. System should have the capability to "auto-populate" or "auto-correct" passenger information

4. User should have ability to update passenger information such as add attendants/children/other passengers

5. User should have the ability to enter and track passenger complaints entered by the driver/dispatch

6. System should track fare payments, provide ability to provide clients with flexible payments methods either by phone or in person or scanning system.

Address Management

1. User should have the ability to add/change/edit addresses

2. System/user should have the ability to Geocode addresses

3. System should display addresses that are not Geocoded

Scheduling Functionality

1. System should have the ability to auto schedule trips

2. Allow user to override or accept schedules

3. Allow user to add/change existing schedules

4. Allow user to manually un-schedule trips

Dispatching Functionality

1. Send information such as passenger, schedule or route changes to drivers

2. User/system should have ability to update trip for "ready for pickup"

3. Allow Dispatch to update trip information and status changes

4. Provide ability to notify driver that passenger has called with trip concerns/ pickups

5. Allow dispatch to reassign trips to other drivers

6. Allow Dispatch to "Add-On" trips for any funding source

7. Allow dispatch to view vehicle location on GPS map

MDU Unit Requirements and Functionality

1. Download of schedule and trip information to iPads/iPhones or equivalent device

2. Ability to view GPS maps and vehicle locations

3. Capture all trip related information using the mobile device

4. Mobile device unit must integrate with I Pads and I Phones or equivalent device

5. Communicate data to driver via mobile device unit

6. Provide ability to notify driver multiple times that passenger has called

7. Automatically track vehicles using GPS location in real-time

8. Ability to set up Automatic Vehicle Location filtering for search capability

9. Update GPS points based on pre-determined time interval

10. System should have the ability to play back captured data

11. System should have the ability to integrate to vehicle odometer

IVR (Interactive Voice Response) Functionality

1. Automatically notifies passengers of any schedule changes or notifies passengers of vehicle status

2. IVR system should have the capability for custom messages via text, automated calls and emails

3. IVR system should allow passenger to confirm or cancel trips

Billing Requirements

1. Automatically calculate trip rates for various Medicaid Contractors and Private Pay trips

2. Automatically calculate trip rates for trips based on mileage

3. Automatically calculate trip rates based on flat fee

4. Software must allow the user to independently edit trip rates as needed and utilize a fare collection meth

Reporting Requirements

1. Allow the user to generate/build various reports

2. Reports should be available in different formats

3. Ability to generate PTN 128 report

4. Ability to generate/create various billing reports and invoices

5. User should have the ability to create, generate and store Credentialing Reports for drivers/employees.

Vehicle Management and Maintenance

1. User should have the ability to add vehicles

2. User should have the ability to edit vehicles information

3. Allow Driver or Fleet Manager to update vehicle status

4. User should have the ability to update Vehicle Maintenance Schedule

5. System should automatically send out a notification when vehicle maintenance is due and user should be able to develop custom maintenance schedules

6. Allow dispatch to see list of vehicles with passenger count and Wheelchair capacity

7. Must have the ability to electronically record driver pre/post trip information, track miles per gallon, invoices and fuel purchases

GPS Map Requirements and Functionality

1. Allow user to manually or automatically Geocode by selecting location on map

2. View vehicle location and routes on map

3. Maps must be kept current by vendor

4. User must be able to view historical map data by vehicle

Contractor Management

1. User should have the ability to create/edit Contractors

2. User should have the ability to add Contractor complaints into the system

General Requirements

1. Data stored in centralized data repository/Cloud based

2. System should be able to Migrate/transfer current data into the new systems software

3. System should provide users the ability to haveRemote Access to system from any location

4. Vendor must have a disaster/recovery plan that allows data to be backed up at multiple locations