



Request for Proposals for

**Paratransit
Registration, Scheduling and Dispatch
Software**

RFP Number: 001

**Regional Transportation Program, Inc.
Portland, Maine**

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1 Project Description

1.1 Introduction

Regional Transportation Program, Inc. (RTP) seeks proposals for the installation and configuration of paratransit rider registration, scheduling and dispatch software. RTP is a private, non-profit paratransit agency responsible for operating urban and rural public transit in Portland, Maine and within Cumberland County. We also provide complementary Americans with Disabilities Act (ADA) Paratransit Services by contractual agreement. RTP provides a mixture of demand-response, subscription and commuter route services, with plans to provide feeder route services in the future. Total annual ridership is approximately 240,000 one-way rides in a service area of approximately 849 square miles. Proposals should be made on the assumption of demand at twice the current level.

Since 1998, RTP has been using ParaPro, a DOS-based registration, scheduling, and dispatching program from ATC/Inteltran. Support for ParaPro will be discontinued as of October 1st, 2002. While it is unlikely that a replacement system can be implemented by then, RTP desires as rapid an installation as is prudent.

The software to be procured must operate in a multi-user networked environment utilizing Windows NT/2000 Server and Windows 95/98/2000/NT Workstation. The software must run on a commercially available database management system, preferably Microsoft SQL Server. RTP intends to contract only with a software vendor that produces, installs and maintains its own product.

RTP, Inc. is interested in purchasing a software program and the related services that will ensure a fully functioning system meeting the required specifications. The proposed system shall be an "off the shelf" system and not an experimental or custom implementation. It is understood that specific reporting capabilities may require some customization, but it is not the intent of this procurement to fund research and development work.

RTP, Inc. will acquire Mobile Data Terminals (MDTs) and Automatic Vehicle Location (AVL) units in the near future. An interface for the MDT/AVL system with the paratransit software must either be an integrated part of the software, or must be available as a separate component of the software.

1.2 Background

With a fleet of 36 lift-equipped buses and vans, 43 agency certified drivers and a volunteer program that involves more than 50 drivers, RTP serves over 4,500 people countywide each year, providing more than a 1,500 rides a day to people who need to get to medical appointments, grocery shopping, work and other important places.

RTP runs 34 different routes across Cumberland County each day providing door-to-door rider pickups and drop-offs. RTP serves 26 towns in the county, and several beyond the county line. Some of the communities served include Portland, South Portland, Scarborough, Cape Elizabeth, Westbrook, Gorham, Falmouth, Yarmouth, Freeport, Windham, Standish, Casco, and Bridgton.

1.2.1 RTP Staff

There are currently 18 RTP staff that currently use ParaPro on a regular basis and are likely to use the new RSDS. Positions include, but are not limited to:

- Reservationist / Dispatcher / Scheduler,
- Volunteer Scheduler,
- Data Entry,
- Medicaid bus pass issuer,
- Management, administration and support staff.

1.2.2 Types of Service

RTP provides several types of rides, each with its own unique rider qualifications, scheduling and billing criteria. The RSDS must be configured to support each of these.

1.2.2.1 ADA Paratransit Service (ADAPT)

If a disability prevents someone from getting to a METRO or South Portland Bus Service bus stop, they may apply for certification to use RTP's ADAPT service. ADAPT provides door-to-door, wheelchair-accessible rides to persons with disabilities in Portland, South Portland and Westbrook who cannot use a regular city bus due to a disability.

Certified ADAPT riders may use the service for any trip purpose. The one-way trip fare is \$2. Riders may set up a ride not later than 6:00 p.m. the day before the ride is needed, or not more than 14 days before the day a ride will be taken.

ADAPT services are available Monday through Friday, 5:30 a.m. - 11:40 p.m., Saturdays from 5:45 a.m. - 11:40 p.m., and Sundays from 9:10 a.m. - 7:03 p.m.

1.2.2.2 County-wide Bus Service

RTP offers door-to-door bus service to the Portland/South Portland metropolitan area from 26 Cumberland County cities and towns. Most rides go to downtown Portland, Maine Medical Center and the Maine Mall. Other stops may be arranged in advance to meet individual needs.

The one-way ride fare is from \$1 to \$4 depending on the ride pick up location and drop-off destination. All senior citizens ride free.

Dispatchers are on duty from 5:30 a.m. to 6:00 p.m., Monday through Friday.

1.2.2.3 Medicaid Program

We schedule door-to-door Medicaid rides so that riders can get to doctor's appointments. Rides can be scheduled by bus, van, volunteer, taxi, or chair-car.

1.2.2.4 Volunteer Driver Program

If no bus is available or a special route is requested, RTP uses volunteer drivers to pick riders up at their door and take them where they need to go.

1.2.2.5 Medicaid Family and Friends Program

Family members or friends who drive someone to their Medicaid appointments may receive reimbursement as part of a program offered by RTP. Trips must be approved by RTP in advance.

1.2.2.6 Medicaid Bus Pass Program

Medicaid recipients who live in the Portland area and who have at least 4 scheduled Medicaid eligible appointments for a given month are eligible to receive a Medicaid Bus Pass. They then used the fixed route system, METRO, instead of RTP. However, RTP bills Medicaid the price of the pass plus an administrative base rate.

1.2.3 Service Providers / Carriers

Currently: 36 agency bus and vans provide client rides as scheduled by RTP.

3 taxi companies provide client rides as scheduled by RTP.

4 wheel chair car companies provide client rides as scheduled by RTP

50+ RTP volunteers provide client rides as scheduled by RTP

50+ Family /Friends provide client rides as approved by RTP in advance.

Also use other common carriers such as Greyhound, ferry, train and airplane on occasion.

1.2.4 Medicaid Billing Changes

The Maine Department of Human Services requires on-line billing from Medicaid providers like RTP.

By January 2003, RTP must be able to bill Medicaid trips to the State of Maine in the current HCFA-1500 Electronic Media Claims (EMC) layouts (see <http://www.state.me.us/dhs/emc.htm>.)

By October 2003, RTP must be able to bill Medicaid trips to the State of Maine in ANSI 837 HCFA-1500 EMC layouts (see <http://www.hcfa.gov/medicare/edi/edi3.htm>.)

Proposals must include any and all development effort required to support both of these formats.

1.2.5 Available Resources

RTP intends to actively participate in this project to help ensure its success. RTP will:

- appoint a Project Manager to coordinate RTP and Service Provider staff and to provide a consistent interface for the Contractor,
- provide data required by the Contractor,
- review and approve the Work Plan, including the test, training, and other documents (see Section 4.1.7),
- closely monitor the Contractor’s progress and schedule,
- provide office space for on-site Contractor personnel,
- make RTP and RTP staff available as needed, and
- participate in Acceptance Testing.

Following are the current estimates of RTP’s resources (other than financial commitments to the RSDS contract) to be applied to the project. These resource estimates are to be used by Proposers for informational purposes in preparing a proposal. RTP reserves the right to alter these resource estimates at any time prior to entering an Agreement.

Personnel	A number of persons within RTP will be significantly involved in the project in a technical review, evaluation, and/or consultation capacity. Their involvement will be variable, contingent upon current work assignments. RTP will assign a Project Manager to coordinate the contract; he/she will be committed at least half-time to this effort.
Hardware	RTP will buy, install and configure computer hardware and ancillary software for the proposed RSDS based on the Contractor’s specifications, as detailed in Section 5 of their Technical Proposal.
Office Space	RTP will provide office space, a telephone, and LAN access for up to three Contractor employees at or adjacent to the Agency’s office during the Contractor’s on-site work periods defined within the Work Plan.

1.2.6 Network

RTP is responsible for supplying the underlying LAN in the paratransit office. The RSDS must be compatible with the following network environment:

- Backbone: 10 Mbps Ethernet 802.3
- Network protocol: TCP/IP
- Primary topology to the desktop: 10Base-T (Cat-5)

1.2.7 MDT/AVL Interface

RTP plans to purchase and integrate Mobile Data Terminal/Automatic Vehicle Locations (MDT/AVL) equipment in the near future. When describing the proposed software's capabilities to integrate with MDT/AVL systems, proposers should assume that the following equipment will be utilized:

- AVL units configured for interface to two-way radio (dedicated to data traffic)
- Mobile Data Terminals (MDTs)
- Odometer readers
- Integrated communications controller, connected to a dedicated PC at the base station

1.2.8 IVR Interface

RTP is considering the future purchase and integration of an Interactive Voice Response (IVR) system. When describing the proposed software's capabilities to integrate with IVR systems, proposers should be aware of the telephone system currently installed at RTP:

- Private Branch Exchange (PBX) equipment:

Make:	Comdial
Model:	DSU2
Date of original purchase/installation:	12/1998

1.3 Current RSDS

RTP currently uses ATC/Intelitran's DOS-based ParaPro software, running on the DataFlex ver. 3.01 database engine (Data Access Corp., Miami, Florida.) It contains more than 21,000 client records, each with information such as:

- Rider name
- Rider SSN, Medicaid No., and Date of Birth
- Rider address and nearest cross street
- Rider phone number and alternate contact
- Location of pick-up point and any pertinent notes (e.g., location of door, intervening gates or stairs, etc.)
- Ambulatory status, mobility aids (wheelchair, walker, crutches, etc.) and need for attendant
- Monthly Income and source
- Geo-referenced list of common destinations

A more detailed view of rider record data can be found in Attachment 5.1, "Current Data Sets and Data Samples."

1.4 Definitions and Acronyms

Throughout the RFP, the following general definitions shall apply:

ADA	“Americans with Disabilities Act of 1990”, Public Law 101-336
Agreement	The negotiated contract between RTP and Contractor to perform the scope of services as set forth in the RFP.
AVL	Automatic Vehicle Location, a system to centrally monitor fleet vehicle locations in near real time, typically based on GPS, MDT/MDCs and digital radios.
Business days	Monday through Friday, excluding RTP holidays.
CFR	Code of Federal Regulations
Client	RTP, Inc.
Configuration	The process of implementing required or requested features or tailoring a RSDS to a particular customer’s needs via Registry settings, program preferences, or other means that do not involve changes to the program’s binary image. (This method is preferred, as it tends to preserve changes when program upgrades are applied.)
Contractor	The Proposer selected by RTP to perform the Contract services as set forth in this RFP and the Agreement.
Contract Services	The Scope of Services as defined in the RFP and as finalized, through negotiations, and incorporated into the Agreement.
COTS	Commercial Off-The-Shelf
Customization	The process of implementing required or requested features or tailoring a RSDS to a particular customer’s needs via changes to source code, requiring recompilation and/or re-linking. (This method is to be avoided as it tends to interfere with program upgrades and/or changes tend to be lost when upgrades are applied.)
Cutover	The process and act of switching or transitioning from active use of one system to another; system cutover is detailed in the Transition Plan section of the Work Plan (see Section 4.1.7).
DBE	Disadvantaged Business Enterprise as defined in 40 C.F.R., Part 23, “Participation by Minority Business Enterprise in Department of Transportation Programs” and FTA Circular 4716.1a, “Disadvantaged Business Enterprise Requirements for Recipients and Transit Vehicle Manufacturers.”
DBMS	DataBase Management System (e.g., Microsoft SQL Server or Oracle)
EMC	Electronic Media Claims, MaineCare’s online Medicaid billing format (see http://www.state.me.us/dhs/emc.htm)

ESRI	Environmental Systems Research Institute, Inc. (see http://www.esri.com/)
Flag	A method of visual/audible notification and alert.
FTA	Federal Transit Administration, United States Department of Transportation, formerly known as the Urban Mass Transportation Administration.
FT	Full-Time
FTE	Full-Time Equivalent
GIS	Geographic Information System
GPCOG	Greater Portland Council of Governments (see http://www.gpcog.org/)
GPS	Global Positioning System
GUI	Graphical User Interface
HCFA	Health Care Financing Administration, the Federal government's Medicare administrator (see http://www.hcfa.gov/medicare/edi/edi3.htm)
IS	Information Services, RTP's computer operations and support vendors.
IVR	Interactive Voice Response
Joint Venture	An association of two or more businesses to carry out a single business enterprise for profit for which they combine their authority, capital, efforts, skills and knowledge for the purpose of proposing on an RFP and executing an agreement as a single business entity.
LAN	Local Area Network
Manifest	Trip Sheet, or printed list of pick-ups and drop-offs for a given run
MDC	Mobile Data Computer (aka MDT)
MDT	Mobile Data Terminal (aka MDC)
MTBF	Mean Time Between Failure of a repairable item of hardware, computed from its design considerations, historical data, and the failure rate of its parts for the intended conditions of use.
Non-Revenue Vehicle	Refers to maintenance vehicles.
NTP	Notice To Proceed; formal written notice of the award of a contract
OEM	Original Equipment Manufacturer
OS	Operating System

OSHA	Occupational Safety and Health Administration
ParaPro	the Registration/Reservations/Scheduling software currently used by RTP.
PBX	Private Branch eXchange, the phone switch inside an office that supports internal extension-only dialing and connects internal phones to the outside phone system.
PC	Personal Computer
Project	The project for which the Contract Services are required.
Proposer	The firm or corporation which submits a proposal to RTP, in response to the RFP, seeking to be selected as the Contractor.
PT	Part-Time
RFP	Request for Proposal
Rider	An ADA-eligible or other passenger.
RSDS	Paratransit Registration, Scheduling, & Dispatch Software; both the title of this procurement and a descriptive term referring to any integrated paratransit registration, reservations, scheduling and dispatch system.
RTP	Regional Transportation Program, Inc.
Scheduler	A designated person (or group of people) that programs future events or appointments from the work order system.
Service Provider	A company under contract to RTP to provide demand-responsive rides. They provide and maintain their own vehicles.
Shapefile	An ESRI tabular file format (see http://www.esri.com/library/whitepapers/pdfs/data_pub.pdf and http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf).
SQL	Structured Query Language
System Administrator	RTP staff person(s) responsible for the overall maintenance of the RSDS hardware and software, including software updates, modification of system parameters, system restarts and configuration, user permission settings, and initial troubleshooting.
Tailoring	The process of Configuration and/or Customization required to implement required or requested features and preferences; adapting a RSDS system to a particular customer's needs.
TCP/IP	Transmission Control Protocol/Internet Protocol
Trip Sheet	Manifest, or printed list of pick-ups and drop-offs for a given run

User	A person using the RSDS at RTP or a Service Provider's office.
Vehicle Type	Identifies groups of vehicles having the same seating, accessibility, and equipment features which affect trip scheduling parameters.
WAN	Wide Area Network

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2 Scope of Work

The successful proposer shall provide, install and configure for RTP a comprehensive, fully integrated suite of Paratransit Registration, Scheduling & Dispatch Software (RSDS) covering the general functional areas and specific requirements described below.

RTP is open to new features and technologies not directly addressed by the functional requirements detailed in this RFP. Proposers are encouraged to identify and propose enhancements in processes and technology that would be advantageous to RTP.

2.1 Contractor's General Obligations

The Contractor shall furnish the following items and services, as well as any additional items and services described in this RFP, and is required to perform all described functions:

- a) Work Plan with project schedule and significant milestones (see Section 4.1.7)
- b) System engineering and design
- c) Identification of the optimal hardware and system software requirements for RTP-provided scheduling system server(s) and workstations (see Section 2.9)
- d) All application software required to implement the functional capabilities of this Specification
- e) Initialize the scheduling system database with all digital maps, RTP service provider and client data, RTP bus schedules and stop locations, landmark locations, and Service Provider parameters & fleet information.
- f) Integration of all hardware, software, and firmware into an operational scheduling system
- g) Testing of all functional capabilities of the scheduling system
- h) Packing, shipment, insurance, and delivery of all components to RTP
- i) Field-testing of the scheduling system after installation
- j) All needed engineering and technical support until Final Acceptance
- k) Complete documentation for all Contractor-provided training and software
- l) Configuration management of all software and documentation

- m) Training of RTP and Service Provider personnel
- n) Project management and control, including periodic progress meetings with, and reporting to, RTP staff
- o) Maintenance and support of the scheduling system for all subsequent Technical Support periods

2.2 RTP's General Obligations

RTP and/or the Service Providers will supply the following items and services, as appropriate:

- a) Servers meeting the specifications provided by the Contractor
- b) Servers, workstations and software meeting the specifications provided by the Contractor, connected by a LAN
- c) Information and data needed by the Contractor to configure the scheduling system including: clients, trip histories, fleet descriptions, landmark locations, constraints, labor rules, and other related information. This information and data will be provided in electronic form wherever possible, but some data may only be available in hardcopy form.
- d) Review and approval of the Contractor's design
- e) Review and approval of all Contractor-configured displays and reports
- f) Review and approval of the Contractor's test plan and procedures
- g) Review of scheduling system documentation
- h) Participation in testing and training

2.3 Project Management

This effort will involve at least 50 - 100 agencies or organizations, dozens of employees, and potentially 4-thousand or more riders. To ensure success, strong project management is essential.

Project management will be a key responsibility of both the Contractor and RTP. The Contractor's project manager assigned to this project shall have the authority to make commitments and decisions that are binding on the Contractor. All communications between the Contractor and RTP, et. al., shall be coordinated through the project managers.

The Contractor's Project Manager will be responsible for at least the following:

- Providing periodic updates to the Work Plan as needed. Changes to the Work Plan are subject to approval by RTP's Project Manager, Et. Al.
- Providing monthly updates to the Project Schedule component of the Work Plan.
- Submitting written monthly project status reports detailing progress toward fulfilling objectives in the Work Plan and its project schedule, and highlighting items on the Critical Path.

- Coordination of project resources and work so that milestones are met in an efficient manner. Tasks will be laid out so as to minimize implementation time and cost while taking into consideration resource and time constraints such as RTP staff availability. The Contractor and RTP Project Managers will ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordination of vendor and any subcontractor activity. The project manager will ensure that individuals performing tasks have appropriate skill levels and credentials.
- Coordination of all required deliverables including data conversion, documentation and training as required by the contract.
- Attending RTP meetings as requested by RTP's project manager.

2.3.1 Progress Reports

The Contractor shall prepare a written progress report each month. The report shall be made available to RTP at least three business days prior to each monthly progress review meeting in both printed format and electronically. The progress report shall include the following items:

- (a) An updated project schedule with explanations of any deviations from the planned delivery schedule.

The explanation shall include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the Contractor's project manager is aware of them.

The contractor shall highlight all changes to the schedule since the last progress report. Proposed schedule changes are subject to the review and approval of RTP.

- (b) An updated documentation schedule highlighting the documents to be transmitted for review during the next two reporting periods.
- (c) An updated list of Contractor and RTP action items with status and required resolution dates.
- (d) A summary of pending and upcoming Contractor and RTP activities during the next two reporting periods along with required completion dates. Where appropriate, both goal and "drop dead" completion dates may be identified.
- (e) The status of unresolved contract questions and change requests.
- (f) A description of current and anticipated project problem areas or risks and recommended steps to be taken to resolve each problem.

2.3.2 Weekly Conference Calls

The Contractor's Project Manager shall participate in weekly conference calls with RTP Project Manager, who will coordinate with other RTP staff as needed. The purpose of these conference calls shall be to review any technical, schedule, action item, deliverable, coordination, or project management issues that need to be discussed in order to help keep the project on schedule. These conference calls shall be scheduled for a mutually agreeable time, preferably at the same day and time each week. These conference calls will be conducted informally, and both the

Contractor and RTP may propose topics to be discussed each week. A conference call for any given week may be canceled if both Project Managers agree to do so.

2.3.3 Progress Review Meetings

Progress Review meetings shall be scheduled monthly, or as agreed upon by RTP and Contractor Project Managers. Both RTP and Contractor Project Managers will attend these meetings, plus additional staff as needed. Progress meetings shall be used to review the progress report, written correspondence exchanged since the last meeting, and open action items. One of the first meetings shall include a review of the final Work Plan after its approval by RTP's Project Manager.

All progress meetings shall be held at RTP's offices. RTP will record the minutes of each meeting and will promptly forward a copy to the Contractor for review.

2.4 Implementation

This effort encompasses system design, installation of new software, the conversion and input of historical client, trip and billing data, training, documentation and project management through cutover and formal acceptance.

2.4.1 System Design

While the system must meet RTP's stated requirements, our commitment is to adjust procedures wherever possible to match software capabilities. RSDS configuration should be able to be done mostly or wholly through tables and configuration files – source-code-level customization is not the preferred approach.

The Contractor shall demonstrate its system (in standard form) to RTP and other staff within 30 days of NTP on computer equipment supplied by the Contractor. The demonstration shall be sufficient to expose staff members to the Contractor's standard software capabilities and to identify RTP-specific tailoring to be undertaken by the Contractor to comply with contract requirements. The demonstration will provide staff members with the opportunity for hands-on experimentation of standard software capabilities to clarify its configuration requirements based on the capabilities of the existing system.

The System Design phase must identify RTP's preferred terms and abbreviations for screens and reports, common modes of operation, preferred parameters for routing and scheduling algorithms, etc.

2.4.2 Installation

The RSDS must be installed, configured and tested in parallel with the current system without interfering with existing paratransit operations. Procurement and installation of new hardware and systems software is RTP's responsibility, including the replacement of current workstations where needed. The Contractor will be expected to advise on the installation and setup of systems software, such as Microsoft SQL Server. And the Contractor will be expected to either lead or advise extensively on the installation & configuration of both the server and client components of the RSDS.

2.4.3 Data Conversion

The new system may not be brought on-line in place of the current system until initially populated with all relevant legacy data from ParaPro. This includes client records, billing codes, common trip origins & destinations, and any needed historical ride data.

Sample schemas from Intelitran's ParaPro are included in Attachment 5.1. Approximate current record counts accompany each table's schema.

A plan must be defined and a simple method specified for integrating regular updates to the map files and Portland Metro Bus Stop and Bus Route files. RTP will provide regional base maps from the GPCOG in the ESRI shapefile format. The RTP will provide Bus Stop and Bus Route files from the Greater Portland Transit District as Excel workbooks and/or Access databases.

2.5 Training

RTP requires that all staff who will have access to the system, including but not limited to Registration Clerks, Customer Service Operators, Reservations Agents, Service Providers Data Enterers and Dispatchers, be fully trained on-site on the new system prior to system cutover in order to minimize service disruptions. In addition, RTP's information systems staff must be trained on all aspects of installation, update, administration and maintenance of the RSDS.

All Training required for successful cutover to and operation of the new system must be provided as part of the package price. RTP's Project Manager will deem training complete and sufficient only when all users are competent and comfortable using the system in a production environment.

All training will be performed in a location proximate to the current RTP office.

The Contractor shall provide training in a manner that is consistent with the Work Plan schedule. Training of Registration and Reservation agents shall occur as close as possible to the time that the system is installed in the field. The Contractor shall refine the training schedule in consultation with RTP's Project Manager after contract award.

The Contractor's Training staff should plan to spend at least three weeks on-site after system cutover to assist RTP and Service Provider staff in producing workable schedules.

2.5.1 Training Classes

At least five (5) types of training classes are required, as follows:

1. System Administrator: Staff members fully versed in all functions, able to:
 - assign security to all other classes of users,
 - make additions/changes/deletions to the system,
 - perform audit tracking,
 - interpret and respond to all system error messages,
 - monitor system usage from a remote site,

- install applications software for new users,
- install patches and system updates,
- use software configuration management tools,
- perform sophisticated data queries, and
- maintain system integrity.

This category of user will be the on-site manager. They may periodically train and assist users at other levels.

2. Certification/Registration: Personnel from the Agency's office performing rider Certification/ Registration.
3. Scheduling & Dispatch: Personnel from the Agency's office and three Service Providers checking vehicle status and ride ETAs, adjusting and optimizing schedules, and dispatch functions.
4. Call Center (Reservations, Customer Service, Complaints, Supervisors): Personnel actively using the system primarily for daily functions such as rider registration, ride reservations, and entry of actual trip data from driver trip sheets/manifests.
5. Reports and Database Queries: Personnel with primary interest in performing queries, creating, editing and running reports.

The following table shows the number of staff to be trained in each of the above categories, as well as the number of workstations for users of that type. Per-seat licensing should be based on these numbers.

Table 2-1. Scheduling System Users

Scheduling System User Type	Quantity
System Administrators	2
Certification/Registration	All
Scheduling & Dispatch	All
Call Center (Reservations, Customer Service, Complaints, Supervisors)	All
Reports and Database Queries	3
Total	18

2.5.2 Post-Installation Training

As new staff is hired, periodic training by a System Administrator will be required. During each one-year Technical Support period, the Contractor shall provide a refresher course for each category of user. The timing and/or content of this course may be coordinated with training required in support of new and/or changed features due to a software update. The cost of this training is to be included for the initial and subsequent Technical Support years (see the Cost Proposal Worksheets, Section 5.11.3.)

2.5.3 Instructors

The principal instructors provided by the Contractor and any subcontractors shall have had previous formal classroom instructor training and relevant experience with the RSDS software. The instructors shall demonstrate a thorough knowledge of the material covered in the courses and familiarity with the training manuals, system documentation tools, and training aids used in the courses.

When prerecorded lectures or other video presentations are part of a training course, the lecturer or a qualified substitute shall supplement the recorded material. A qualified instructor shall present all material specific to this procurement in person.

RTP maintains the right to review and approve all instructors. Should an instructor prove unsatisfactory to RTP, the Contractor must provide a suitable replacement.

2.5.4 Manuals and Equipment

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

Upon completion of each course, instructor's manuals, training manuals, and training aids shall become the property of RTP. As part of the delivered system documentation and the final documentation, the Contractor shall supply RTP with all changes and revisions to the training manuals and other training documentation. RTP reserves the right to copy all training manuals and aids for use in subsequent RTP training courses.

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

Training and reference materials such as handbooks, operations procedures, etc. may need to be made available in accessible format, including Braille, large print, audio tape, and electronic formats.

2.6 Documentation

The proposer shall provide complete documentation of the RSDS. Documentation shall be prepared to at least the Contractor's documentation standard apparent in their Technical Proposal. RTP reserves the right to reject documents not adhering to at least that standard.

Each document shall be identified by a Contractor document number, an RTP document number, and RTP purchase order number. Where a document is revised for any reason, each such revision shall be indicated by a number, date, and subject in a revision block along with an indication of official approval by the Contractor's project manager.

2.6.1 Document and Software Inventory

The Contractor shall develop and maintain two inventory lists:

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

These shall be maintained by the Contractor through Final Acceptance of the RSDS and copies provided upon request of RTP’s Project Manager.

2.6.2 Documentation Quantities

Table 2-1 summarizes the deliverable documentation requirements. “Preliminary” documents are those to be submitted for review and approval.

Table 2-2. DELIVERABLE DOCUMENTATION REQUIREMENTS

Document	Section Reference	Prelim/ Final Copies¹
Work Plan	4.1.7	1 / 4
Progress Reports	2.3.1	0 / 1
Inventory of Software and Documents	2.6.1	1 / 4
System Documents		
System Administrator's Guide	2.6.5.1	1/3
Database Design Document	2.6.5.2	1/3
User Documents		
User's Guide	2.6.6.1	1/ (Note 2)
Reference Manual	2.6.6.2	1/ (Note 2)
Quick Reference Cards	2.6.6.3	1/ (Note 2)
Test Documents		
Test Records	2.7	0/1
Variance Reports	2.7	0/1
Training Documents		
Training Manuals	2.5.4	1/ (Note 2)

NOTES:

1. “Prelim/Final Copies” denotes the numbers of Preliminary (review and approval) and Final copies to be supplied.
2. The quantity shall be the number of trainees plus 5.

RTP must receive all preliminary System Documents at least forty-five (45) days prior to the start of testing unless directed otherwise.

RTP requires a copy of all final Contractor-supplied documentation in a file format compatible with commercially available Microsoft Windows software, such that it can be maintained and updated. Final documentation shall be easily reproducible by RTP, and RTP shall be granted the rights to reproduce any document supplied under this contract for its own needs.

2.6.3 Documentation Schedule

A list and schedule for delivery of all RSDS documentation to be provided during project implementation for RTP review or approval shall be provided within two months after NTP. Twenty (20) business days shall be allotted for RTP staff to review documents. The initial schedule shall assume that a minimum of two revisions of each document will be required prior to approval.

The review and approval of documents and the impact on the start and finish of succeeding activities shall be consistent with other activities in the project schedule. For example, Acceptance Testing should not be shown to start until after the finish date for Data Conversion and finalization of the Test Plan.

2.6.4 Document Review and Approval Rights

To ensure that the proposed RSDS conforms to the specific provisions and general intent of the specification, the Contractor shall submit all RSDS documentation to RTP for review and approval.

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

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

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

The RSDS may need to be customized to fully conform to the requirements of this specification. RTP shall have, in addition to the limited approval rights described above, full approval over the portions of all relevant documents' content and format pertaining to the customized system. The following conditions must be satisfied for this approval:

- (a) Changes and modifications must be documented in a complete and clear manner in accordance with the Contractor's established documentation standards, and

- (b) Features, equipment, and options pertaining to RTP must be clearly distinguished from those that do not pertain.

RTP shall retain full approval rights over the Work Plan, test documentation, and other documents produced under this effort.

To the extent that the user interface can be customized, configured or tailored, RTP shall have full approval rights over the format and content of the RSDS user interface.

2.6.5 System Documents

System documents are those that describe the RSDS in technical detail. They will be used by System Administrators to re-install, upgrade and manage the system and to identify & solve problems.

2.6.5.1 System Administrator's Guide

A System Administrator's Guide shall be provided that details both the server and workstation installation, management and troubleshooting of the RSDS. High-level software subsystem block/flow diagrams shall be included to enhance the reader's understanding of the overall capability of the RSDS. Screen shots of both RSDS and DBMS administration/configuration screens shall be included wherever possible.

At least these elements shall be included:

- Architecture
- Security rights required to install and run the application
- Required and recommended installation parameters
- Purpose of folders and important files
- Configuration options and the items to take into account when selecting each
- Deployment of updated clients
- Backup considerations

2.6.5.2 Database Design Document

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

2.6.6 User Documents

User documents are those that describe the RSDS hardware and software from an end-user's point of view. All primary RSDS users must be provided with at least the following printed user documentation.

2.6.6.1 User's Guide

The User's Guide should be in a tutorial format. All typical screens and options must be described, and screen shots from the RSDS should be used generously. Sample scenarios should be included.

2.6.6.2 Reference Guide

The Reference Guide will serve as the authoritative source of user information regarding the RSDS. As such, all screens and options must be described. Screen shots from the RSDS should be used generously.

2.6.6.3 Quick Reference Card

A Quick Reference card or sheet must be provided. Ideally, several versions would be provided, each tailored for a specific functional area. This should be provided to RTP for review early enough so that they can be finalized prior to training.

2.7 Acceptance Test

On-site Acceptance Testing will include appropriate Contractor and RTP staff, and will occur at a time agreeable to both Contractor and RTP. System Acceptance Tests will exercise all system components according to the Test Plan section of the Work Plan, and will be designed to simulate RTP's production environment. Toward this end it will use RTP rider and Service Provider vehicle & driver data, system parameters, and local maps – thus Acceptance Tests cannot begin until data conversion and system configuration tasks are complete. RTP will supply one week's actual ride data in electronic form, which the Contractor will import and use for all system testing.

This will include the comprehensive testing of:

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

The Performance portion of the test will require the successful on-line scheduling of this one week's worth of "past actual" RTP data. Contractor and RTP staff shall work together to fine-tune system parameters until both the on-line and batch scheduling approaches consistently produce

schedules which are at least as efficient as those produced by the current system with the same data as measured by:

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

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

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

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

The Contractor shall document actions taken to correct variances. Sufficient information shall be provided to enable a RTP representative to determine the need for re-testing the function, for testing interaction with any previously tested function, and for updating appropriate documentation as a result of the corrective action. RTP must approve variance corrections that would result in a change to an approved document prior to their implementation by the Contractor.

The variance report shall be completed when Contractor and RTP representatives acknowledge, by signatures, correction of the variance. Variance reports shall be available to RTP at all times. The Contractor shall maintain and periodically distribute (frequency of distribution based on testing activity) a variance summary that lists for each variance, the variance number, functional identification, variance class, and current status.

2.8 Project Schedule

When defining the RSDS project schedule, the contractor shall observe and include the following requirements and milestones:

- (a) The refined Work Plan shall be provided within one month after NTP.
- (b) A complete list of training classes, software, and documentation deliverables shall be provided within two months after NTP, and shall be included on each update to the project schedule.
- (c) The Contractor shall submit a recommended schedule for all proposed training courses within three months after NTP. Scheduling of courses shall be coordinated with other activities in the project schedule.
- (d) System readiness for Acceptance Test by RTP shall occur no later than four months after NTP.

The project schedule shall also include these events, as appropriate: Contractor activities (Section 2.1), RTP activities (Section 2.2), documentation schedule (Section 2.6.3), training schedule (Section 2.5.1), and the proposed progress payment schedule (Cost Proposal Worksheets, Section 5.11.5).

The project schedule shall be an accurate representation of the progress and planned activities for the RSDS project. The Contractor shall maintain the schedule using their preferred project management software (ideally a product with capabilities similar to those in Microsoft Project), and shall furnish an electronic copy to RTP's Project Manager upon request.

2.9 Hardware and Systems Software Specification

2.9.1 Specification

Proposers shall include in Section 5 of their Technical Proposal a specification detailing all hardware and ancillary systems software necessary to implement and support their proposed RSDS. The specification should identify the optimum configuration, not the minimum, given the proposer's understanding of RTP's usage patterns and likely future growth.

The specification must detail:

- the number and types of servers (including CPU type, quantity & speed; disk size, type & configuration; RAM; etc.),
- the required or preferred operating system (OS),
- the number and types of workstations for each type of system user ,
- the required or preferred OS for each, and
- any required or suggested COTS software (e.g., server backup and report-writing software).

In short, all readily available commercial products but the RSDS component itself.

RTP will use this specification as a guideline for upgrading and/or procuring computer systems to support the new RSDS, so the specification must be complete and accurate. Proposers must include a complete specification to permit RTP to procure and install equipment in a timely manner; items that require further discussion should be clearly identified.

2.9.2 Minimum Requirements

RTP believes that it will be best served by a system with these characteristics:

- 2- or 3-tier client/server architecture
- server-based, ODBC-compliant database engine, preferably Microsoft SQL Server
- runs on Microsoft Windows 2000/XP Server
- fully 32-bit Windows client and/or Web browser client interface
- on-line help detailing each menu, dialog and window and every item therein

- uses ESRI's ArcView as the GIS

Proposers whose systems do not share these characteristics should detail the differences and thoroughly explain the merits of their alternative approach.

2.9.3 DBMS Alternatives

If the proposed RSDS supports multiple Microsoft Windows-based database management systems (DBMS), the Proposer must provide sufficient data to enable RTP to select an appropriate DBMS for our installation.

For each DBMS that the proposer feels may be an appropriate option for RTP, the proposer must identify:

- The latest DBMS version upon which the proposer has certified their product to run,
- Data regarding their system's performance on that DBMS, and
- Any outstanding performance or technical issues.

3 Requirements Matrix

3.1 Requirements Matrix

The table below comprises the “Requirements Matrix” which must be included in the Technical Proposal.

Proposed systems should conform as closely as possible to these requirements. RTP realizes that no single software system is likely to perfectly meet these requirements; the best choice will be a compromise between requirements satisfied, additional features, cost, suitability and reliability.

All proposed software should be release-quality (i.e., “off-the-shelf”) at the time of proposal submission. Software components or features in pre-release testing stages should be clearly identified as such in the “Comments” column, with a firm anticipated release date no later than the proposal due date. All features and functions identified below with a “Yes” response in the “Y/N” column will be presumed available as of that date.

The requirements have been weighted so as to identify how important they are to RTP. As identified below, the higher the weight, the more important it is. RTP will use the weighting factor to help determine which proposal best satisfies RTP’s technical requirements. In general, the weighting factors have the following definition:

Weight	Importance	Description
3	Required	A required component of the RSDS. If the Proposer does not provide such a feature within the Proposer’s standard form of the existing applications, such a feature should be provided through customization or another identified approach. The Proposer shall clearly indicate if it cannot provide any features with a weight of “3”. Proposers will not necessarily be disqualified if their system can not support each and every requirement with a Weight of “3”.(Note that some requirements with this Weight can only be met by experience.)
2	Very Important	This feature is very important to acceptability of the RSDS. It is expected that the majority of these features will be provided in the Proposer’s standard form of the application(s).
1	Important	This feature is important to the acceptability of the RSDS. It is expected that many of these features will be provided in the Proposer’s standard form of the application(s).
Inf	Informational	RTP is requesting that the Proposer provide the information regarding the feature specified. RTP shall use such information in evaluating the overall suitability of Proposer’s system.

The matrix below describes features anticipated to be necessary for a complete RSDS. It is the Proposer's responsibility to set forth any additional requirements and any proposed alternatives in their proposals and set the appropriate pricing necessary to provide a complete RSDS.

The Matrix is divided into the following sections:

1. General Requirements
2. Registration/Certification
3. Reservations/Scheduling
4. Dispatch
5. Reporting
6. Exceptions

In filling out the matrix, the Proposer should only answer "Yes" to those features that the standard form of the Proposer's existing application either meets without exception, exceeds or would be configured to meet through the normal course of implementation. The Proposer should answer "No" in all other cases. In responding to the RFP, a non-answer is equivalent to a "No". **Proposers should answer carefully as responses are binding, and they will be used to evaluate the system as eventually implemented.**

Refer to Section 1.4, Definitions and Acronyms, where the meaning of terms or acronyms is uncertain.

Columns may be resized as needed, but in no case should the contents of Columns 1 and 2 be changed.

Column descriptions are as follows:

Column 1: Functions and FeaturesDescription of the requested function or feature.

Column 2: Weight.....Relative importance of the function or feature to RTP, per the table above.

Column 3: Y/N....."Yes" – Proposer's system meets the requirement.
"No" – Proposer's System does not meet the requirement.

Column 4: Description.....Proposer should provide descriptions to amplify both "Yes" and "No" answers and to **document any assumptions** made when responding. Proposer shall indicate if the subject feature requires any other optional component in order to be implemented. Where a Proposer answers "No", the Proposer may provide a comment describing an alternative method, if Proposer feels one exists, by which the RSDS may be used to accomplish the function.

Any exceptions to or deviations from the systems, specifications and processes described in this Scope of Work (apart from the matrix below) should be noted in matrix section "6 – Exceptions."

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1 General Requirements		Weight	Y/N	Description
General				
1.1	Both server and client software and any updates shall install using a Win32 GUI-based installation program.	2		
1.2	Both server and client software shall be able to be uninstalled by means of a Contractor-provided automated uninstaller. Such program must not remove any shared components or files required by other applications.	2		
1.3	List all database management systems on which the proposed RSDS is running, and the number of sites using each.	Inf		
Standards				
1.4	The system shall bind TCP/IP as its primary network protocol.	3		
Interfaces				
1.5	The system shall provide a tested interface to Interactive Voice Response (IVR) equipment, and must have previously been integrated with at least one IVR system in a production paratransit environment.	3		
1.6	The system shall provide a tested interface to Mobile Data Computer (MDC) equipment, and must have previously been integrated with at least one MDC & AVL system in a production paratransit environment.	3		
1.7	The system must be able to support both MDC and voice communication simultaneously on a vehicle-by-vehicle basis in order to facilitate the phased rollout of MDCs.	3		
Functionality				
1.8	The system shall use Microsoft Windows system properties for fonts and colors wherever applicable.	3		
1.9	The system shall support the Universal Naming Convention (UNC) and long filenames.	3		
1.10	The system shall perform all printing functions via the Windows Print Manager.	3		
1.11	An on-line Help feature shall be included with the system. It must provide context-sensitive Help information for each command, menu item, screen and option.	3		
1.12	The system shall include a toolbar that is configurable by a System Administrator, including ToolTips.	2		
1.13	The grid control for all tabular data display shall support: <ul style="list-style-type: none"> • Click-and-drag column resizing • Drag-and-drop column reordering • Data sorting, both ascending and descending • Easy selection of columns to be viewed (add/delete columns) 	3		
1.14	The system shall provide automatic numbering features for rider records and ride reservations, but must allow for user defined number sequences to be assigned. (e.g., number new riders sequentially starting at 9523, or with a starting pattern of "C-9523".)	2		

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1.15	The system shall support the Copy, Cut and Paste functions on every edit field.	3		
1.16	The system shall be capable of displaying time units in both AM/PM (APX) and military (24-hour) time. Each workstation or user must be able to set the choice of display format as a preference item.	3		
1.17	The system shall provide the ability to easily add customer-defined fields in support of new data requirements.	3		
Parameters				
1.18	The system shall retain all server & workstation configuration & preference changes when upgrades are applied.	3		
1.19	Configuration of the proposed program via parameter files, option screens, or the like should be sufficient to tailor the proposed system to meet the RTP's requirements; source-code-level customization should not be necessary.	2		
Data Validation				
1.20	The system shall perform data validation at the point of data entry to the maximum extent possible.	3		
1.21	The system's user interface must be uniform and consistent in its use of menus, buttons, function keys, and screen designs. Each screen or window must have its own unique identifier providing the user with a clear indication of the screen function.	3		
1.22	The system shall perform name recognition on rider, street, city, common placename, and other data entry fields. That is, when a user begins to type a name the system shall display a list of candidate names with similar spelling. If one of the list items is selected, it will be inserted in the appropriate input field. The system administrator must be able to enable/disable this feature on a field-by-field basis.	3		
1.23	When a City has been selected or entered, the set of Street names displayed will be limited to those in the specified City.	3		
1.24	The system shall maintain a list of geo-coded common origins/destinations by name, but must cross-reference these to actual addresses and fill them in when a common name is selected (e.g., selecting "Senior Center" would enter "123 Main Street" in the destination street address field.) This list of common places must be configurable by Supervisors.	3		
1.25	The system shall provide on-line address verification, checking each address entered to see if the street exists, is unambiguously identified (asking for Avenue, Street, or other suffix when needed), and that the number is valid for the street.	3		
GIS				
1.26	The system shall provide an integrated Geographic Information System (GIS) that can directly read and display ESRI shapefiles. (ESRI's ArcView is preferred as it is the standard GIS at RTP.) If another GIS is proposed, detailed justification and a feature comparison between the proposed GIS and ArcView must be provided.	3		

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1.27	The GIS must allow the user to click on any spot on a map to display associated address data including street name and address number (or range), city and Zip code.	3		
1.28	The GIS must be able to read from RTP's Bus Route file (an ESRI shapefile) and display ADA-compliant service corridors overlaid on the maps. These must be color-coded to indicate the various hours of service that apply. The GIS must support the use of ArcINFO's Route System data model.	3		
1.29	The system shall display the approximate route of any and all paratransit vehicles in service based on their scheduled stops. (Either straight line or expected turn-by-turn route, with stops highlighted.)	2		
1.30	The system must also allow for the creation and use of user-defined symbols and colors to assign to vehicles in service, based on their status (e.g., in service, on break, out of service).	2		
1.31	The system shall allow for integrated editing and easy replacement of map files.	3		
1.32	The GIS component shall be accessible from all other components: Registration, Reservations, Scheduling, and Dispatching.	3		
1.33	Which coordinate system(s) can be used to store coordinate locations of trip origins and destinations (e.g., latitude/longitude, stateplane)?	Inf		
1.34	How can data using this coordinate system(s) be correlated with specific RTP bus stops for analyses of trips combining paratransit and fixed-route segments? What steps will be involved?	Inf		
Data Integrity				
1.35	The system shall be capable of maintaining data integrity while automatically recovering from failure situations. The vendor must provide descriptions and documentation of system recovery and restart processing for the following situations: <ul style="list-style-type: none"> • System provides standardized, centralized error trapping and recovery. • System maintains a detailed audit trail of all transactions; i.e. before and after images are captured to maintain database integrity and as a potential source of information for other purposes. • Recovery from data communications malfunction such as failure of the network or DBMS while a user is creating and/or updating data. • Software malfunction resulting in the failure to create and/or update data while processing multiple files. • Data center failure of operating system or CPU while the system is creating and/or updating files. • Hardware, firmware or software failure of storage devices. 	3		
System Performance				
1.36	The system shall be designed for and capable of 24 hour per day, 7 day per week operation.	3		
1.37	Using on-line scheduling, search and confirmation of trip availability for any date shall be available with a maximum average response time of less than twenty (20) seconds for up to 50 active workstations using the hardware and software in the Specification.	3		

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1.38	The system shall have the capacity to support over 30,000 riders without any appreciable degradation of overall system performance.	3		
1.39	The system shall be able to batch schedule over 3000 trips in less than 20 minutes using the proposed system hardware and software.	3		
1.40	The system shall be able to support at least a 1000-square mile service area.	3		
Security				
1.41	The system provides the System Administrator with the following user-level security features: <ul style="list-style-type: none"> • Control over an individual user's access to specific screens and fields within such screens. • Control over an individual user's access to specific commands and functions. • Control over an individual user's rights to view, add, modify or delete specific data elements and records. • Control over an individual user's rights to add, modify or delete screens, menus, database elements, database tables and reports. 	3		
1.42	The system provides the System Administrator with the following group-level security features: <ul style="list-style-type: none"> • Control over a group member's access to specific screens and fields within such screens. • Control over a group member's access to specific commands and functions. • Control over a group member's rights to view, add, modify or delete specific data elements and records. • Control over a group member's rights to add, modify or delete screens, menus, database elements, database tables and reports. 	3		
1.43	The system enforces the requirement for the user to change their password on a periodic basis (as defined by the System Administrator).	3		
1.44	The system automatically logs users out of the RSDS when idle for a period of time defined by the System Administrator.	3		
1.45	The system is capable of restricting concurrent logons by an individual user.	3		
1.46	The system logs all log-in attempts to the RSDS (including the time, date and ID of the PC from which the log-in was attempted).	2		
1.47	The system permits the System Administrator to modify user account passwords.	3		
Support				
1.48	The Contractor must provide on-site technical support during the Acceptance Test and Cutover phases.	3		
1.49	Technical support shall be available via toll-free phone call during all normal RTP business and dispatch hours.	3		
1.50	Technical support shall be available via e-mail, Web site resources, and on-site staff visits.	3		
1.51	The Contractor shall be able to remotely monitor, diagnose, and repair the RSDS.	2		

SCOPE OF WORK

1.52 Describe the proposed application's upgrade history for the past three years, including version numbers, dates of release, and major new features.	Inf		
1.53 Describe previous experience importing rider and other data from ATC/Intelitran's ParaPro and/or comparable systems to the proposed system.	Inf		

2 Registration/Certification	Weight	Y/N	Description
General			
2.1 The system shall support on-line comprehensive rider Registration for both ADA and non-ADA riders, and shall clearly delineate between them.	3		

SCOPE OF WORK

<p>2.2 The system shall provide for at least the following data items in each rider record:</p> <ul style="list-style-type: none"> • Rider ID • Rider’s first, middle, last and nickname • Rider’s SSN • Rider’s Medicaid ID Number • Rider’s Family Case ID Number (DHS clients) • Home address: name of apartment building or complex, door or apartment number, floor number, street address, nearest cross street, city, zip code, telephone number, and latitude/longitude. • Mailing address: name of apartment building or complex, door or apartment number, street address, city, state, zip code • Date of birth • Sex • Emergency contact information: contact name, relationship to rider, name of apartment building or complex, door or apartment number, floor number, street address, nearest cross street, city, zip code and telephone number. • Caregiver/personal administrator information: contact name, relationship to rider, name of apartment building or complex, door or apartment number, floor number, street address, nearest cross street, city, zip code and telephone number. • Primary language spoken (default to English) • Monthly Income and source of income • ADA eligibility: Category 1, 2, and/or 3; status (temporary, permanent, or other, with a default of permanent); renewal date • Specific trip eligibility or conditions • Registration Eligibility Certification information: date application received, date doctor verification sent, date doctor verification received, registration date, doctor’s name, doctor’s phone number, doctor’s fax number, phone verification or in-person assessment, intake certifier • Disability type (allow multiple selection of one or more): e.g., visual, hearing, speech, developmental, mental/cognitive, neurological, cardiovascular, musculo-skeletal, respiratory, seizure disorder, other (fill in), comment field (at least 256 characters); the list must be customizable. • Suspension data: voluntary or involuntary; date from and to • Mobility Aids (allow multiple selection of one or more): e.g., wheelchair – oversized, manual, motorized; scooter; personal attendant; service animal; requires standing lift; walker; cane; brace; prosthesis; crutches; walks slowly; oxygen; other (fill in); the list must be customizable. • Service needs (allow multiple selection of one or more): e.g., curb to curb, request door to door, do not leave alone, visually assured entry, other ; the list must be customizable. • Passenger-specific load time allowance, in minutes, in addition to the default or standard load time allowance 	<p>3</p>		
<p>• Certification/Denials/Appeals history</p> <p>• Multiple funding sources, each with its own starting and ending dates, ride limits and percentage of payment, and a preferred sponsor, if any</p> <p>• Optional password (allows restricting changes to the rider record to those callers who know the code)</p> <p>• At least two empty fields that are user-definable.</p> <p>• (Describe other included fields.)</p>			

SCOPE OF WORK

2.3	The system shall allow for at least seven funding sources per rider, and multiple funding sources per rider per trip. (Describe how funding data are stored, and how funding sources can be selected or automatically applied to trips.)	3		
2.4	The system should allow any individual rider to be assigned a separate fixed fare that overrides the default distance-based fare structure.	3		
2.5	The system shall allow authorized users to query tables of riders, reservations, and trips based on user defined search parameters.	3		
2.6	Selection criteria for displaying records must allow for the use of wildcards ("*") in all criteria elements. Any and all of the fields in a record may be used in formulating a query. Queries must support at least Boolean and arithmetic (>, <, =) operators.	2		
2.7	The system shall store a history of all rider record transactions, including at least: <ul style="list-style-type: none"> • Date and time • User's login ID • Previous and changed values 	3		

3 Reservations/Scheduling		Weight	Y/N	Description
General				
3.1	The system shall perform trip booking for subscription, demand-responsive, and same-day trips, and shall support both one-way and round trips.	3		
3.2	The system shall be configurable by the System Administrator to accept booking requests up to a definable number of days in advance (with a range of at least 7 to 30 days.)	3		
3.3	The system shall facilitate research and planning by allowing easy testing of the impact of various alternatives ("what if" scenarios) by determining the impact of changes in the parameters (such as travel time), trip data, and assignments, using actual trip data, without changing or impacting operational data.	3		
3.4	Support for analyses and studies shall include at least: <ul style="list-style-type: none"> • A display of the number of passengers per vehicle for a user-specified time interval • The number of cancellations, no shows and lates for a given rider for a user-specified data range • The ability to query trips by vehicle ID, rider ID, rider name, location name, zone, city, type of trip (e.g., ambulatory, subscription, cancelled), travel duration, travel time interval, etc. 	2		
3.5	The system must support all of RTP programs identified in Section 1.2.2, including the Volunteer Driver Program.	3		

SCOPE OF WORK

Parameters/Data Elements			
3.6	The system shall support lists of vehicles, vehicle run numbers, run times (shifts), and drivers which can be configured or edited by the user.	3	
3.7	The system shall allow Supervisors to set up and amend the daily set of available vehicles and drivers. This includes which drivers will be in which vehicles, what the corresponding run number will be, and what time period that run will operate including scheduled breaks.	3	
3.8	The Reservations function shall record at least the following items as part of the Trip Record. Describe the items the proposed system will record. <ul style="list-style-type: none"> • the system login ID of the person entering, changing or deleting the reservation, • trip ID, • the rider name, • the origin address, geo-code, & telephone number, • the destination address, geo-code, & telephone number, • Funding source (bill code) • the number of attendants, • the desired pickup/dropoff time, • the promised pickup time window, • the initial goal pickup time, and • the final goal pickup time as modified by continuous refinements to the daily schedule, either automatically by the system or manually by Schedulers. (A link via the rider ID key to the rider record should provide access to rider name, special needs flag, accessibility aids, notes, etc.)	3	
3.9	The system shall provide multiple user-defined seating/wheelchair arrangements for each type of vehicle. This must include a minimum of five (5) different arrangements to incorporate 0 to 4 wheelchairs with corresponding seats.	2	
3.10	The user shall be able to insert a break, meal or out-of-service activity at any point in the sequence of events for a vehicle, and schedule the break to a predefined location. The system shall allow for preset breaks at times assigned or automatically within a user-defined time period.	2	

SCOPE OF WORK

<p>3.11 The system shall support multiple service providers; parameters for each shall be configurable by the System Administrator such that their service allocation may based on predetermined factors including but not limited to:</p> <ul style="list-style-type: none"> • vehicle type, • geographic area, • day of the week, • time of day, • origin and/or destination, • nature of rider disabilities and/or physical aids, and • their monthly accrued service to date. 	3		
<p>3.12 If a given trip is a Medicaid trip, then the appropriate Medicaid procedure code (see Section 5.2.1.3) must be automatically generated by the system based on the actual carrier. These codes must be stored in a table such that the System Administrator can maintain them.</p>	3		
<p>3.13 The system must allow manual entry of non-scheduled, non-performed “trips” in order to bill Medicaid electronically for issued Medicaid bus passes. (The current system uses a specific “status” and “bill code” which tells it to bill a specific rate per pass plus a base rate.) Describe any alternative mechanism for performing this Medicaid billing.</p>	3		
<p>3.14 The system must have a field designated for origin and destination Medicaid codes. All established locations (both common and historical) must have these codes set up so they are automatically assigned when a location is selected (e.g., any client’s home address is always “50”.) Users must be able to set the code manually for trips not using pre-set locations. (These codes are mandatory for any Medicaid trip.)</p>	3		
<p>3.15 The system must support data entry of taxi trips in order to bill agencies (including Medicaid) actual costs. (This data will come from taxi vendor bills.)</p>	3		
<p>3.16 The system must support quick and easy verification/data entry of Family and Friends Program trips. Post-trip data entry should require only a one-click verification of each trip following a visual review of submitted vouchers. Trip length should be automatically calculated by software and be visible at time of verification / data entry.</p>	3		
<p>3.17 The system must support data entry of volunteer / bus mileage / time data in order to bill the appropriate agencies.</p>	3		
Reservations			
<p>3.18 The system shall support multiple boundaries based on the days and hours of fixed-route service. The system shall allow a System Administrator to specify outlying areas and addresses that are to be considered within the service area.</p>	3		

SCOPE OF WORK

3.19	The system shall alert the user when the source origin or destination of a trip is not within the ADA boundary (3/4 mile of a fixed bus route) during service hours, and shall prevent the trip from being booked unless overridden by a supervisor.	3		
3.20	The user must be able to find and fill in the address of a trip origin or destination quickly by the use of maps in an integrated GIS.	3		
3.21	The system must have a method for selecting and using origin and destination locations without a street address, such as a street corner. (Describe the approach used.)	3		
3.22	If the rider's ADA eligibility is "conditional", these conditions shall be prominently displayed (in a pop-up window or the like) when the rider record is selected during the process of booking a trip.	3		
3.23	If the rider's eligibility is "suspended", the rider shall not be able to have a trip booked and previously booked subscription trips shall not be scheduled.	3		
3.24	The system shall have the capability to alert users when the number of subscription trips reaches 50% (or other used-defined amount) of total service for any one-half-hour time block. The System Administrator and/or Supervisor must be able to enable and disable this feature.	2		
3.25	The system shall maintain a database of standing orders. When a subscription standing order trip is cancelled, the system must scan up to at least 14 days ahead and display other trips for this rider, then prompt the user to query the rider concerning cancellation of those trips.	2		
3.26	The system shall prompt the user when canceling the originating portion of a round-trip to determine if the return portion of the trip also needs to be cancelled.	3		
3.27	When the user enters a no-show for the originating portion of a round-trip, the system will automatically prompt the user whether or not to cancel the corresponding return trip, if any.	3		
3.28	As a trip request is received, the user must be able to enter a rider name or rider ID. The system must progressively display a match or matches as the name or ID is entered. The system will then automatically display the following information: rider's full name, verification of registration and suspension status; and list of all other trips scheduled by the rider for the same day. If there is more than one rider with the same name, the system will list those riders with their full names and addresses displayed. The user may then verify/update rider registration information and/or begin scheduling.	3		
3.29	The system shall be able to schedule trips on-line in real-time, and will provide continuous optimization of the existing schedules without manual intervention – but with the ability for appropriate users to manually adjust a schedule as needed. The on-line scheduling capability must be integrated with dispatch, reservations and cancellations. It will provide ride confirmation while the rider is on the telephone line.	3		
3.30	The system must be able to handle one-way, round-trip and multi-leg trips without having to re-select the rider or re-enter data for subsequent legs. The system shall provide carry-over of origin and destination addresses for linked trips and provide the capability to flip the home origin and destination addresses when setting up the return leg of a round-trip.	3		

SCOPE OF WORK

3.31	The system shall be able to easily duplicate a travel request between the same origin and destination on different days (by specifying days from a pop-up calendar) or at different times.	2		
3.32	The system must be able to book disconnected legs of a trip (in support of integration with fixed-route carriers) while maintaining their relationship as part of a complete trip.	3		
3.33	The system must provide simplified reservations duplication for groups traveling together who have an identical origin and destination. These group reservations shall be assigned to the same vehicle to the maximum extent possible.	3		
3.34	The system shall be able to display all reservations by a rider to facilitate individual and/or group cancellations.	3		
3.35	Entering a rider's name whose record contains a flag shall alert the user that the rider has special needs. The trip sheet/manifest shall be configurable to optionally include "notes" associated with such riders.	2		
3.36	The Reservations function shall use Caller ID to predict the appropriate rider record and display it automatically if a phone number match is found. It must also allow the user to quickly search and select a different rider record if the predicted record is not the correct one. The System Administrator must be able to enable and disable this feature.	2		
3.37	Reservations Agents must be able to classify a trip request, whether booked or not, in accordance with user-defined categories.	3		
3.38	A screen must be available which will show system estimated trip lengths for all trips created. Must be able to viewed by individual route or by all clients for a specified date prior to trip verification / data entry. The actual trip verification / data entry will override estimated trip lengths except for Family and Friends trips.	3		
3.39	Screens must include user-configurable color codes based on client classifications (State custody clients, mental disability clients, children, Alzheimer clients, etc.) These must remain synchronous with the colors specified in paragraph 5.22.	2		
3.40	Users must be able to assign standing orders / subscription trips to a regular designated run.	3		
Scheduling				
3.41	The system shall support both on-line ("real-time") and batch re-scheduling modes, and must allow the System Administrator to enable and disable each. The batch re-scheduling mode must be able to be restricted by security to only authorized users.	3		
3.42	The system shall enable the user to easily transfer either a single trip or a block of trips from one vehicle to another.	3		

SCOPE OF WORK

<p>3.43 When trip requests are entered into the reservation system and verified, the system must allow the user two options (unless the System Administrator has disabled one of them):</p> <ul style="list-style-type: none"> • On-line-schedule – the system must display all routes built from previously scheduled trips and standing orders both graphically (via the GIS) and in tabular form. It shall default the trip assignment to the best-fit vehicle, with others in a rank-ordered list below it. The reservations agent should be able to book a trip without scheduling it. • Batch-schedule – the system must queue the trip request for later batch scheduling. In the GIS, it should be displayed as an unassigned vector based on the origin and destination. 	3		
<p>3.44 Trip Assignment: The scheduling algorithms shall route and schedule trips according to weighted parameters. The System Administrator must be able to easily modify their weights. List the available parameters and describe the method of adjusting them, for example</p> <ul style="list-style-type: none"> • pick up time window, • dead head time, • total ride time, • out of direction travel (time or total distance), • shared ride, • max. early arrival at destination, • drop-off time if an appointment, • mobility aids, • other mobility restrictions, • space available in vehicle, • assignment of runs to specified geographical zones, and • zonal boundaries. 	3		
<p>3.45 As the system builds schedules, any trip’s time change shall be within the original promised time window or shall still permit the rider to meet a stated appointment time.</p>	2		
<p>3.46 In Batch/Rebatch scheduling mode, the system must generate a list of unassigned trips.</p>	2		
<p>3.47 In the on-line scheduling mode, for each requested pickup or drop-off time the system shall produce a rank-ordered list of possible trips. If these are unacceptable to the passenger, the system will allow the trip to be logged on a standby list as an unassigned trip.</p>	2		
<p>3.48 The system will have the ability to automatically check unscheduled trips as cancellations are made and alert the dispatcher if one of more of those trips can be accommodated. The system shall allow manual adjustment of the schedules.</p>	3		
<p>3.49 The system must have the capability to maintain an open return list (will calls) for passengers with an uncertain pickup time for the return leg of a trip (e.g., after a doctor’s appointment of uncertain duration.)</p>	3		

SCOPE OF WORK

3.50 The system must alert reservation agents and/or supervisors prior to each unassigned trip’s pickup time. The System Administrator must be able to set the length of the advance-warning period.	2		
3.51 The user must be able to remove a vehicle from service and have the system convert any previously assigned trips to that vehicle run to “unassigned” status. Additionally, the system must allow the user to easily reassign both the block of trips and individual trips to other vehicle runs.	3		
3.52 If the user cancels or changes a pick-up time on a route, the system must recalculate the remaining pick-up and drop-off times.	3		
<p>3.53 Travel Time: The scheduling system must calculate trip time in order to determine the best-fit run and the Estimated Time of Arrival (ETA) window. The ETA calculations must take into account bodies of water, bridges and other obstacles to straight-line routing. Describe in detail the algorithms and parameters (such as the following) that are used, and how they may be tailored to fit RTP service area.</p> <ul style="list-style-type: none"> • distance between locations (straight-line, zone-to-zone, and/or turn-by-turn), • time necessary to board and disembark (rider-specific or based on disability type, mobility aids, etc.), • routing, • vehicle speeds by vehicle type (fleet average), time of day and zone (region or street-level). • total trip time, • distance out of the way, • pull out penalty, • slack preservation, • backtracking, • like address matching, and • deviation from requested time. 	3		
<p>3.54 Average vehicle speeds used for scheduling shall be calculated based on at least these factors:</p> <ul style="list-style-type: none"> • Vehicle type, • Time of day, • Geographic boundaries (e.g. canyons, bodies of water) between origin and destination, and • Geographic zone. 	2		

SCOPE OF WORK

<p>3.55 Tabular display of scheduled rides shall be fully configurable and should include at least the following columns. Describe the displays provided and how different types of users would make use of them.</p> <ul style="list-style-type: none"> • trip ID, • run ID (based on vehicle ID and driver ID), • origin, • destination, • fare, • rider ID, • rider last name, • duration, • pick up time, • promised pick up time window, and • drop-off time. • Funding source (bill code) 	2		
<p>3.56 The user must be able to “freeze” critical trips to ensure that the scheduling system does not modify them.</p>	2		
<p>3.57 The system must provide a graphical tool that displays and allows adjustment of such “frozen” trips.</p>			
<p>3.58 The system shall provide internal data checks to avoid, for example, sending a vehicle that does not meet the needs of the passenger’s disability.</p>	3		
<p>3.59 The system must be able to support batch-scheduling user-selected subsets of the total list of unscheduled trips.</p>	3		
<p>3.60 Schedulers must have the ability to review, modify and approve trip sheets/manifests before they are made available to Service Providers.</p>	3		
<p>3.61 The system shall automatically compute and apply fare that are based on trip length. If a client’s ‘fare override’ field contains a value (other than zero), it must supersede the computed fare. This feature must be able to be disabled by Systems Administrator.</p>	3		
Trip Integration			
<p>3.62 The system must be able to read fixed-route bus schedule data.</p>	2		
<p>3.63 The GIS must be able to read Bus Stop locations from the a fixed-route Bus Stop file and display them as icons overlaid on the maps.</p>	2		
<p>3.64 When the user clicks on a fixed-route Bus Stop icon is clicked on a map, the GIS must read from Bus Stop file and display information about that bus stop such as shelter type, curb cuts, etc.</p>	2		
<p>3.65 When the user clicks on any fixed-route segment, the GIS must read and display schedule information for that segment from a fixed-route Schedule file.</p>	2		

SCOPE OF WORK

Customer Service			
3.66	The system shall include a "Customer Complaint" module that supports the data entry, tracking and reporting of customer complaints, including at least these data elements: <ul style="list-style-type: none"> • Complaint date, • Complaint time, • Client ID, • Communication method (telephone, fax, e-mail, postal mail, in person) • Incident date, • Incident time, • Vehicle ID, • Driver ID, and • Comments (with automatic date & time stamp for each entry.) 	3	
3.67	The system shall include an "Accident Reporting" module that supports the data entry, tracking and reporting of vehicle and passenger accident data, including at least these data elements: <ul style="list-style-type: none"> • fleet, • vehicle ID, • driver ID, • accident date, • accident time, • accident location (street address & cross-street and/or geo-coded location), • client ID(s), • injuries/severity flag, and • comments (with automatic date & time stamp for each entry.) 	3	
3.68	The system shall be interfaced with RTP's copy of RTA Fleet Management Software [http://www.rtafleet.com/] running under windows on a Novell 4.12 server.	2	
3.69	Describe what vehicle data can be exported in a tabular ASCII format for later import into a fleet management software package. Describe similar work that the Proposer has done in the past.	Inf	

SCOPE OF WORK

4 Dispatch		Weight	Y/N	Description
General				
4.1	The system shall provide at least these options for displaying pending pick-ups and drop-offs, for all runs or for a specific run: <ul style="list-style-type: none"> • show all completed, • show all pending, and • show both completed and pending. 	3		
4.2	The system shall provide necessary dispatching tools for making “day of service” operational decisions, such as same day standby trips, canceled trips, no-shows, late riders, vehicle breakdowns, and open returns. The dispatcher must have the ability to easily move trips, change drivers & vehicles, and adjust the schedules.	3		
4.3	The dispatch screen will be coded so that at least the following trip categories will be highlighted: <ul style="list-style-type: none"> • cancellations and insertions occurring within the hour, • runs in service that are not covered by a driver, and • unassigned trips. 	3		
Parameters/Data Elements				
4.4	For each pick-up and drop-off, the system shall display at least: <ul style="list-style-type: none"> • vehicle number, • passenger name, last name first • number of passengers, including attendants and companions • pickup and dropoff address • promised arrival time window, • estimated time of arrival, and • any special needs or “problem address” notes. 	3		
4.5	In anticipation of a future MDC/AVL installation, the system must be able to alert Dispatchers when a vehicle is running late (i.e., pick-up or drop-off more than X minutes beyond the promised time window, where X is defined by the System Administrator.) The system must also update the ETA for all upcoming stops for that vehicle and alert the Dispatcher(s) if any of the new ETAs are outside the promised time window.	3		
4.6	The system must display a “slack screen” showing any open times for vehicles in service (for trip insertion.) The System Administrator must be able to define “slack time” in terms of a minimum number of minutes (e.g., “at least 10”.)	3		

SCOPE OF WORK

5 Reporting		Weight	Y/N	Description
5.1	The system shall include an ODBC-capable reporting tool (e.g., Crystal Reports). All standard and custom reports delivered with the system must have been built with and must be editable by RTP staff via this reporting tool. If applicable, both the source and compiled versions of all reports must be provided.	3		
5.2	The reporting tool must allow any and all reports to be run and then displayed on screen or printed, at the user's option.	3		
5.3	The system shall allow easy post-trip entry of operating data (garage times, pick-up and drop-off times, odometer readings, fares collected, etc.) The system must allow entering of actual odometer readings, pick up and drop off times. Must be able to change bill codes at time of verification / data entry. Data entry / verification must follow rules in sections 5.2 and 5.3 and be able to bill accordingly following fare structure.	3		
5.4	Medicaid Electronic Billing – Following all State of Maine guidelines, using approved transmittal software in a format recognized and supported by the State. (See Section 1.2.4.)	3		
5.5	Describe how RTP will be able to switch from the current to the ANSI 837 HCFA-1500 EMC layouts when appropriate (see Section 1.2.4.)	Inf		
5.6	Medicaid Manual Billing – Ability to bill Medicaid manually for individual client by date range. This report will print out and be mailed to Medicaid (follows all State of Maine guidelines, and uses State of Maine format)	3		
5.7	Medicaid Billed – Print out by bill code, by carrier, amounts billed to Medicaid for each code for a specified date range	3		
5.8	Medicaid Paid – A report that can be opened and manipulated in Excel which will allow data entry of Medicaid invoices paid, written off, re-billed and open (report created when Medicaid is run electronically or manually)	3		
5.9	Trips and Miles – A report that will show by agency, by bill code, by client individual trips, miles and costs by carrier. Then, at the end of each agency, give totals for that agency by bill code by carrier. Must be able to print by all agencies, agency specific, bill code specific or client specific. Trip costs are associated with costing structure for each bill code / agency. Report must be able to be run for a specified date range.	3		
5.10	Specific Bill Code Statistics – A report that will print out by specific bill code, total number of trips, miles and cost by each carrier for that bill code. Report must be able to be run for a specified date range.	3		

SCOPE OF WORK

<p>5.11 Route Statistics – A report that will print out by route, totals for days worked, revenue miles, deadhead miles, vehicle miles, passenger miles, trips produced revenue hours, total hours scheduled, and passengers per hour. This should print out totals daily for each route, with totals at the end for each route, with grand total at end of report for all routes combined. This report will be able to be run by individual carrier. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.12 Performance Reports – A report that will print out by agency by bill code by client total number of trips and time range of trips. Total trips requested, total actual trips taken, number of standing order trips, number of cancellations, number of no-shows, average ride time, number of miles, p/u greater than 15 minutes, p/u greater than 30 minutes, p/u greater than 45 minutes, d/o greater than 15 minutes, d/o greater than 30 minutes, d/o greater than 45 minutes, ride time greater than 1 hour. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.13 Individual Agency / Client Billing Summaries – A report which will print out either all clients for one agency code, bill code or individual client. It should list alphabetically by Last name, first name, trip date, p/u address, d/o address, bill code, carrier, trips (including escorts), miles (including escorts) and trip cost. This should list totals for each client, then grand totals at end of report. If a client has more than one bill code for month, then should list separately for each bill code. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.14 New ADA Clients by City – This report should list new ADA clients by city. They could either be completely new ADA clients or existing clients newly set up as ADA eligible. (Currently we have three ADA codes – ADP – Portland; ADS – South Portland; ADW – Westbrook). Should use “entry date” of bill code as determining factor. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.15 New Clients Report – A report that will list all new clients set up. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.16 Unduplicated Clients Report -- A report that will list unduplicated clients, total trips and miles by agency, with grand totals at end of report. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.17 No Shows and Cancellations – A report that will list by agency total number of no-shows and cancellations. Should list no-shows and cancellations separately by agency with individual grand totals at end of report. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.18 Taxi Report – A report that will print out number of taxi trips and cost by each bill code. Report must be able to be run for a specified date range.</p>	<p>3</p>		
<p>5.19 Volunteer Payment Report – A report that will show how much to reimburse individual volunteers for a specified date range. Must be able to print all volunteers for date range or individual volunteer. Each volunteer requires own page. Should list by date, vehicle miles, rate per mile and total to be paid. This report should have a grand total and the end of each volunteer. Report must be able to be run for a specified date range.</p>	<p>3</p>		

SCOPE OF WORK

<p>5.20 Driver Will-Call List Report – A report which will be given to the drivers with their manifests that will show all clients who will call for a ride home for that day. Should include client’s name, where the p/u address is and where the d/o address is. Should also have lines for p/u time and odometer and d/o time and odometer.</p>	<p>3</p>		
<p>5.21 Driver Manifest/Trip Sheet Report – A report including, but not limited to, the following information:</p> <ul style="list-style-type: none"> • date, • driver’s ID, • Vehicle number, • Pullout time, • rider ID, • rider name, • pick-up and drop-off times (both the time window and the goal time within it), and • pick-up and drop-off addresses with <u>common names</u>, • apt. number, • fare, • special concerns (i.e., disability, mobility and rider notes), • seating requirements, and • special pick up location information. <p>The trip sheet/manifest must also include adequate lines/space for the driver to record:</p> <ul style="list-style-type: none"> • actual “vehicle arrived” and “passenger boarded/exited” pick-up and /drop-off times, • fare received, • beginning and ending mileage, and • a comment field for each rider. <p>The manifest must also include any warning messages pertinent to a portion of the trip (i.e., vehicle capacity exceeded, etc.)</p>	<p>3</p>		
<p>5.22 Trip sheets/manifests must be formatted with color codes to permit quick recognition of State custody clients, mental disability clients, children, Alzheimer clients, and others. Colors must be user-configurable, and must remain synchronous with those specified in paragraph 3.39.</p>	<p>3</p>		

SCOPE OF WORK

<p>5.23 The system shall allow Supervisors to customize the layout and appearance of trip sheets/manifests, including such elements as:</p> <ul style="list-style-type: none"> • fonts • line spacing • margins • colors/shading • layout 	3		
<p>5.24 Trip sheets/manifests must be configurable to support character boxes for driver data entry so that forms are "scanner friendly". Describe any experience implementing scannable trip sheets/manifests.</p>	2		
<p>5.25 Passengers per Hour Report – A report that will print out by route for specified carrier number of trips for each route and the number of passengers per hour. Should be listed individually by route with grand totals at end. Report must be able to be run for a specified date range.</p>	3		
<p>5.26 The system shall allow users to select clients based on user-selectable query criteria, then export tab-delimited data files of selected fields in support of mail-merge labels, letters and other mailings regarding no shows, excessive cancellations, and ADA renewal.</p>	2		
<p>5.27 The reporting tool shall allow authorized users to create new and to edit existing report formats using any database fields available at their security level.</p>	3		

6 Exceptions			
RFP Section #	RFP Section Name	Proposed Change	Rationale

4 Submission of Proposals

4.1 Information for Proposers

4.1.1 Introduction

- A. Regional Transportation Program, Inc. (hereinafter referred to as "RTP") intends to award a FIXED PRICE contract to provide a replacement for existing paratransit rider registration, scheduling and dispatch software. Accordingly, RTP is now accepting Proposals for consideration for the selection of a contractor to fulfill the Scope of Work described in this Request for Proposal (RFP).
- B. The selected contractor shall be required to enter into a written agreement with RTP.
- C. This RFP does not commit RTP to award an agreement, to pay any costs incurred in the preparation or presentation of a Proposal, or to procure or contract for services.
- D. RTP reserves the right, at its sole discretion, to reject any and all Proposals and to waive any minor informalities or irregularities in Proposals received.
- E. RTP also reserves the right, at its sole discretion, to negotiate with all qualified sources, or to cancel this RFP in part or in its entirety.
- F. Where two or more vendors submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than on a joint venture basis. RTP intends to contract with a single vendor and not with multiple vendors doing business as a joint venture.
- G. RTP may require selected Proposers to participate in negotiations and to submit such cost or technical data or other revisions of its Proposals as may result from the negotiations.
- H. RTP also reserves the right at its sole discretion; to award a contract on the basis of initial Proposals received without discussion. Therefore, each Proposal should be complete and represent the Proposer's best pricing.

4.1.2 Coordination of Contract Documents

- A. The Information for Proposers, General Conditions, Scope of Work, and all other documents required by this RFP are essential parts of the Contract, and a

requirement occurring in one is binding as though occurring in all. The documents are intended to be complementary, and to describe and provide for a complete work.

- B. In the event of inconsistencies between requirements contained in different components of the Proposal Documents, the Scope of Work shall govern over the Information for Proposers and the Information for Proposers and Scope of Work shall govern over the General Conditions.

4.1.3 Scope of Work

- A. The scope of work is defined in Sections 1 through 3 plus any Addenda that may subsequently be issued.

4.1.4 Questions and/or Clarifications

- A. All questions pertaining to clarifications of or modifications to the RFP or the procurement process must be submitted in writing. This may be done via mail, e-mail, or facsimile. No telephone inquiries will be accepted. In the event any question submitted necessitates an addendum to the RFP, such addendum shall be issued in writing and shall be furnished to all parties receiving the RFP. It is the Proposer's responsibility to ensure their receipt of all addenda prior to submitting a Proposal.
- B. RTP cannot ensure a response to inquiries received less than ten (10) working days prior to the Proposal Due Date.
- C. RTP shall not be bound by any oral or written representations, statements, or explanations other than those made in this RFP, in written responses to inquiries or in formal written addenda to the RFP

- D. Questions and / or clarifications shall be directed to:

Jon B. McNulty
Executive Director
Regional Transportation Program, Inc.
127 St. John St.
Portland, ME 04102-3072
Email: jonm@rtprides.org
Fax: (207) 828-8899

4.1.5 Proposal Due Date

- A. Proposals must be received by 2:00 PM local time on August 7, 2002, addressed to:

Jon B. McNulty
Executive Director
Regional Transportation Program, Inc.
127 St. John St.
Portland, ME 04102-3072

- B. Proposals received after this time or at any other location will not be accepted and will be returned to the offer or unopened. RTP shall not be responsible for the failure of mailed offers to actually be received by 2:00 p.m. local time of the day of closing. No other methods of delivery shall be accepted: neither telephone, facsimile, electronic, or telegraphic.
- C. Proposals may be withdrawn by written request at any time prior to the proposal deadline above, but no proposal may be withdrawn for a period of thirty (30) calendar days thereafter.

4.1.6 Format and Contents of Proposal

- A. The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the project and its approach to successfully completing the project on time and within budget. The Proposal should provide this information in a concise and well-organized manner.
- B. By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve RTP's objectives.
- C. Proposals shall be submitted on 8.5" x 11" paper using a simple method of fastening. Text shall be in at least a 12-point font. All signatures must be signed in ink and shall be made by an Officer of the Proposer with the authority to bind the Proposer to the terms of the solicitation.
- D. Promotional materials cannot be submitted in lieu of a formal response to each requirement outlined in this RFP. A lengthy narrative is discouraged, and presentations should be brief and concise. Please address the functional specifications in the order given in this RFP.

- E. Proposals should include, at a minimum, the following separate documents:
1. Technical Proposal
 2. Cost Proposal
- F. All proposal documents must be submitted in a sealed envelope bearing the offeror's name and return address, and clearly marked as follows:
- "RFP: RTP, Inc. Paratransit Software"
- G. RTP, Inc. shall not, in any event, be liable for any pre-contractual expenses incurred by offerors. Offerors shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the offeror in:
1. preparing its proposal in response to this RFP;
 2. submitting its proposal to RTP;
 3. negotiating with RTP any matter related to this proposal; and
 4. any other expenses incurred by the offeror prior to date of award, if any, of the proposed agreement.

4.1.7 Technical Proposal

One (1) original and five (5) printed copies, plus one (1) electronic copy in either Microsoft Word or Adobe Acrobat format. An officer of the Proposer must sign the original. In order to facilitate the Proposers' preparation of their Proposal and RTP's review of them, the total page count for Sections 1 through 3 of the Technical Proposal should not exceed 50 pages.

The Technical Proposal should be organized in the following fashion:

Cover

Must contain this RFP title and number, the Proposer's name, address, telephone, and fax numbers, and the signature of a person authorized to bind the offering firm to the terms of the proposal.

Contents

Introduction	Introduction
Section 1	Proposer Qualifications
Section 2	Experience Record
Section 3	Work Plan and Schedule
Section 4	Resumes of Key Personnel

Section 5	Hardware and Systems Software Specification
Section 6	Requirements Matrix
Appendix A	Required Certifications
Appendix B	Reports Provided

A description of each of these sections follows.

Introduction INTRODUCTION

This section should contain at least the following information:

1. The proposer's designated point of contact regarding the proposal, including name, title, address, and telephone & fax numbers.
2. Acknowledgement of receipt of all official Addenda to this RFP, by number.
3. A statement that the Proposal constitutes an offer that shall remain valid for a period of not less than 120 days from the date of submittal.
4. Identification of any parts of the Proposal that the Proposer considers proprietary, and a written justification for the claim.
5. A statement identifying any exceptions or changes requested to the requirements of the RFP. (These should be explained in detail in the "Exceptions" section at the end of the Requirements Matrix.)

Section 1 PROPOSER QUALIFICATIONS

This section should contain at least the following information:

1. A concise description of the Proposer including organization structure, list of all officers, subsidiary companies, office locations, and size and overall number of staff by discipline (e.g., engineering, sales and marketing, customer support, and administration.)

If the Proposer will use subcontractors, it must furnish the above information for each and clearly indicate the need for and responsibilities of the subcontractor as it directly applies to this project.

2. The last three years of summary financial statements, either bound into this section or referenced and included separately in the proposal package.
3. A summary of any past, current or pending litigation.
4. The number of years that the vendor has been developing and/or installing paratransit software.
5. The number of sites at which the vendor has installed the proposed software, and the approximate total number of licensed users at all locations. If not

licensed on a per-user basis, indicate the approximate number of servers or other appropriate metric.

Section 2 EXPERIENCE RECORD

This section of the Proposal shall contain complete, concise and accurate descriptions of the Proposer's experience in providing services similar to those outlined in the Scope of Work in not less than five (5) projects within the last three (3) years. At least one (1) must include implementation of a link to an Interactive Voice Response (IVR) system and at least one (1) must include implementation of a link to Mobile Data Computer (MDC) / Automatic Vehicle Location (AVL) equipment.

The Proposer's qualifications and ability to perform all identified Contract Services should be clearly defined. The Experience Record should only include relevant work directly applicable to contract services in the demand-responsive passenger transportation industry. Information for each referenced project should be contract specific, shall take up not more than a single page, and shall include at least the following:

1. Agency name; name, title, address and telephone number of the client's project manager or contracting officer;
2. The project start date and the date the system was operational;
3. The number of registered riders;
4. The peak number of vehicles per day;
5. The peak number of one-way demand and standing orders trips per day;
6. Advanced features, such as an MDT/AVL or IVR interface;
7. The approach utilized by the Proposer in meeting the client's requirement;
8. The scope and Proposer's specific involvement in the project;
9. The factors that contributed to the successful implementation of the client's system; and
10. The status of the contract and of the system installed.

Note that select members of our Evaluation Team may wish to visit one or more of these locations before recommending the award of a contract.

If the Proposer will use subcontractors, furnish the above information for each and specifically note any related contract worked on by the subcontractors as a team, providing client references and telephone numbers.

Section 3 WORK PLAN AND SCHEDULE

This section of the Proposal should identify the Proposer's methodology for the performance of the tasks identified in the Scope of Work. The Work Plan shall include at least the following elements:

A. Project Management Plan

1. The Project Management Plan shall clearly identify the project manager and key personnel associated with the tasks in the Work Plan. The qualifications and experience of these people will be an important factor considered by the Selection Committee. There can be no change of key personnel once the Proposal is submitted without the prior approval of RTP's Project Manager.
2. The plan shall also describe the involvement of subcontractors in the project, the tasks they will perform and their qualifications to perform the work. The Contractor shall be responsible for management, direction, design, integration, scheduling, control, review and approval of all subcontract work and services. Moreover, the Contractor shall be responsible for assuring that all subcontract work is in conformance with RTP's policies, standards and criteria. All subcontracts will be subject to the review and approval of RTP.

B. Project Schedule (in tabular and/or Gantt chart format)

1. The draft Work Plan shall be updated and submitted for final approval within thirty (30) days of NTP of the project. In support of this, the Contractor shall research and conduct on-site interviews as necessary to become familiar with all aspects of RTP and Service Provider operations. Any unapproved design and implementation efforts conducted before the approval of the Work Plan will be at the Contractor's own risk.
2. The Project Schedule shall indicate planned completion dates for each major task, dependencies between tasks, and key dates for submission of deliverables – both the proposer's and those expected from RTP.

C. Work Location

The Proposer shall identify where each element of the Scope of Work will likely be performed, and if any are to be performed outside of the Portland, Maine area, describe how close communication and coordination will be maintained in a cost-effective manner.

D. Installation and Configuration Plan

The Installation and Configuration Plan must propose an efficient approach to installing the proposed system while minimizing disruptions to current systems and system users. Contingency plans should be included to isolate and/or roll back changes if such disruptions occur. It must address how interfaces will be developed, tested and maintained to external systems, such as the fleet management and financial systems.

E. Data Conversion Plan

The Data Conversion Plan must include the approach to porting and validating all relevant historical data, including all changes to client and reservations records keyed into the current system just before cut over. The Plan must also address populating the integrated GIS with digital maps .

F. Acceptance Test Plan

The Acceptance Test Plan shall include at least:

1. Test schedule, including time for unstructured testing by RTP staff
2. Record-keeping procedures and forms
3. Procedures for monitoring, correcting, and retesting variances
4. Procedures for controlling and documenting all changes made to the system after the start of testing
5. A list of individual tests to be performed and the purpose of each test segment
6. Techniques and scenarios to be used to simulate ultimate system sizing and performance, especially during the peak loading test
7. The Acceptance Test Plan shall be updated, if necessary, and provided to RTP for approval at least thirty (30) days prior to Contractor's completion of software installation and of data conversion sufficient for testing. The Plan shall ensure that the total system is exercised, and shall detail the expected level of participation of both Contractor and RTP personnel.

G. Training Plan

The Training Plan shall:

1. Specify the minimum number of training hours each category of user will receive in order to be fully functional at the level described;
2. Stipulate the minimum trainer-to-trainee ratio for each training category;
3. Specify any pre-requisite level of trainee competency required (such as familiarity with Microsoft Windows, Excel or the like);
4. Specify the classroom environment and support equipment needed for each class,
5. Describe the training materials to be provided.

H. Transition Plan

The Transition Plan must propose a method for system cut over, or the switch from the current system to the new once the Acceptance Test phase is complete. It must include contingency plans for falling back to and updating the old system should the new system fail under actual use and system loads.

- I. Warranty and Service Support Plan
 1. The Warranty and Service Support Plan must include an identified plan for bug fixes, patches, version updates and new version releases. It should describe how the Proposer would keep clients informed of identified problems with and any resulting fixes to their product. The Contractor must be able to continue to support any and all delivered versions beginning with the initial installed version, should RTP decide at any time not to upgrade.
 2. Detail the level and availability of the proposed support. Describe all methods and levels of support proposed, including hours of availability and guaranteed minimum response times. Describe capabilities for remote application monitoring and repair.
- J. Each of the above sections should explicitly address these three key areas:
 1. Quality Assurance,
 2. Configuration Management, and
 3. Risk Management.
- K. Throughout the Work Plan, the primary goals must be to:
 1. minimize disruptions to normal day-to-day RTP operations and client services, and
 2. maximize data integrity.

Section 4 RESUMES OF KEY PERSONNEL

Section 4 of the Technical Proposal shall contain no more than twenty (20) pages of resumes for key personnel identified in the Project Management Plan section of the Work Plan. The Resume form shall be complete, concise and accurate, and feature all job experience over the past ten (10) years including:

- A. Position held,
- B. Primary responsibilities and length of employment for each position,
- C. Education,
- D. Professional registrations or certifications,
- E. Professional affiliations,

- F. Key skills,
- G. Years employed by Proposer,
- H. Total professional experience (in years),
- I. Current assignment and location,
- J. Cost Worksheet category (Project Manager, Installation Team, Configuration and Support Team, Data Conversion Team, Custom Reports Team, Training Team, or other), and
- K. Minimum number of hours committed to this project, by location (Contractor's site, RTP site, or other.)

Section 5 HARDWARE AND SYSTEMS SOFTWARE SPECIFICATION

- A. This section shall contain the Hardware and Systems Software Specification described in Scope of Work Section 2.9.
- B. The Specification should detail all commercially available third-party hardware and ancillary software that RTP would need to purchase in support of the development, installation and operation of the new system.

Section 6 REQUIREMENTS MATRIX

- A. This section shall contain a copy of the Requirements Matrix supplied by RTP in electronic form, completed as outlined in section 3 of the Scope of Work.
- B. Any requested deviations from or exceptions to the specifications in this RFP should be clearly noted in Section 6, "Exceptions", of the Requirements matrix. RTP will consider but cannot guarantee acceptance of exceptions and alternative recommendations.

APPENDIX A REQUIRED CERTIFICATIONS

- A. Appendix A shall contain all required vendor-completed Certifications as specified in section 4.2.

APPENDIX B REPORTS PROVIDED

- A. A sample of each standard report provided with the system should be included in the Technical Proposal's Appendix B, Reports Provided. The intent of this requirement is to show the general layout and contents of the standard reports. Lengthy inclusions are not necessary; a first and last page should suffice for long reports to show the header, columns and summary information.
- B. At an absolute minimum, a sample report must be included here that provides the information identified in the report descriptions in Requirements Matrix section 5, Reports.

- C. The samples provided here will help us evaluate both the Proposer's quality standards and their proposed level of effort for developing required Reports.

4.1.8 Cost Proposal

- A. Proposer shall provide one (1) original and five (5) printed copies, plus one (1) electronic copy in either Microsoft Word or Adobe Acrobat format. An officer of the Proposer must sign the original. Proposers must use the Cost Worksheets included as Attachment 5.11, but may add other information the Proposer deems necessary to explain their proposed price and any options. A copy of the Cost Worksheets will be provided in electronic form for proposers to complete.
- B. Work to be wholly or partially performed by subcontractors should be so identified. A separate Summary of Costs is required for each subcontractor, as well as a composite Summary of Costs for the overall effort.
- C. If a contract modification is subsequently executed to cover additional services neither specified in this RFP nor called out in the selected Proposal, individual billing rates identified in the Labor Cost portion of the Cost Worksheets (Section 5.11.1) will be used.
- D. The Summary of Costs must be developed as follows:
1. Labor Cost
 - a. A fixed-cost price to perform installation, configuration, integration, data conversion, testing, training, and all other work associated with Proposer implementing an RSDS that functions as specified within this RFP and any Addenda. Each of these elements may be itemized separately on the price form, including the names, hourly rates and estimated committed hours of all key team members (*at least* those whose resumes are included.)
 2. Software Cost
 - a. A fixed-cost price to provide all required RSDS and ancillary software to be provided by the Proposer.
 - b. If the RSDS is not licensed on a per-server basis, specify the incremental unit cost of the RSDS. This unit cost must be valid through the expiration of the first Technical Support period.
 3. Technical Support Cost
 - a. Annual fees for software technical support and software updates. The Technical Support period will commence on the day of Final Acceptance. During this period, the proposer will provide technical support for their product and copies of all formal software upgrades, both major and minor versions. Technical Support will include guidance in applying these upgrades. Upgrades shall include all generally available features, functions and fixes, and shall not require any additional license fees or other costs.

- b. Proposers will provide a detailed description of the services provided under software support, including options, support methods, any additional fees and response assurances.
 - c. The proposal should be submitted on a “fixed price” basis with pricing broken down by milestone. RTP will release progress payments based on the acceptance of tangible deliverables at agreed milestones, withholding a 10% retainage on each payment (excluding travel and expense) for a period of sixty (60) days following full implementation and RTP acceptance of the RSDS (interest not paid on the retainage). This fixed price should also include all reasonable travel and expenses for your consultants during the course of the project, billed at actual cost as incurred.
4. Proposed Payment Schedule
- a. A proposed schedule of payments milestones, with at least 40% being held until after Final Acceptance (as defined in Section 4.2.22).
 - b. Proposers are encouraged to propose alternate fee structures that will be cost effective to RTP. Alternative billing arrangements may be offered as options for any and all categories of the Contract Services.

4.1.9 Implementation

- A. System implementation will be the primary responsibility of the Contractor. The software system will be implemented, refined, tested, updated and documented by the Contractor on the hardware and systems software procured and configured to the Contractor’s written specifications by RTP. The purchaser, RTP, Inc., will accept the system only after a successful Acceptance Test is performed and a successful period of operation (SOW Section 2.7.)
- B. If the Proposer's view of the implementation model is different than the one described above; the Proposer may submit that model along with the Proposal. All staffing and materials costs needed to support the proposed model must be stipulated and all levels of responsibility must be defined within the Proposal.

4.1.10 Proposal Evaluation and Award

- A. RTP staff will review technical and cost proposals received in response to this procurement. They will check vendor references, and may invite one or more vendors to make a presentation in support of their proposal. RTP staff will negotiate with one or more vendors and will ultimately recommend a vendor and their product to RTP’s Board of Directors.

4.1.11 Designation of Subcontractors

- A. Proposer shall list on the form in Section 5.10 the name and address of each Subcontractor including DBE Subcontractor to whom Proposer proposes to

subcontract more than ½ of 1 percent of the work, and description and portions of the Work or services subcontracted.

4.2 General Conditions

4.2.1 "Piggyback" Purchasing

- A. The Vendor agrees to allow RTP, Inc. and other public districts and agencies in the State of Maine to purchase additional items, at the same terms and conditions as this bid, during the period of time that this bid is in effect.

Districts and agencies may order additional items in quantities of one or more.

Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the district or agency placing the order.

Prices and terms shall remain firm and in effect for 365 days following the award of this bid, unless otherwise specified.

- B. Other public agencies and districts within Maine may desire to award a contract in response to this Request for Proposal. If authorized by bidder under schedule of this invitation, bidder shall provide their proposed RSDS to these agencies at the same prices and upon the same terms and conditions.
- C. RTP or other public agencies within the State of Maine may purchase additional items from any contract resulting from this bid. Proposer agrees that subsequent orders shall be accepted at the same terms and conditions as the original order.
- D. Proposers are requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Proposer is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to RTP. Participating agencies may negotiate minor changes in terms and conditions for up to 365 days following the award of this contract.

4.2.2 Incorporations of Federal Transit Administration (FTA) Terms and Conditions

- A. The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, 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 RTP requests that would cause RTP to be in violation of the FTA terms and conditions.

4.2.3 FTA Funding Requirement

- A. This project may be financed in part by the Federal Transit Administration (FTA). Accordingly, federal requirements apply to this contract. In the event that those requirements are revised during the performance of this contract; the Contractor shall incorporate those revised provisions mandated by the FTA.
- B. Notwithstanding any involvement of the FTA in this contract, the federal government shall have no obligations or liabilities to any third party Contractor. RTP and the Contractor recognize that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §3801 et seq and U.S. DOT regulations. "Program Fraud Civil Remedies", 49 CFR Part 31, apply to actions pertaining to this Contract. RTP and the Contractor also agree to comply with the requirements of 49 U.S.C. §5323(h)(2) by refraining from the use of any FTA assistance to support procurements using exclusionary or discriminatory specifications. RTP also agrees to refrain from using state or geographic restrictions unless otherwise allowed by the FTA.
- C. The attached FTA Certifications contain provisions of federal statute or regulation and Maine DoT policy that govern the procurement of goods and services described in this RFP. The certifications listed below, and included in the Attachments Section, must be signed by a person authorized to bind the offering vendor to the terms of the Proposal and should also be included in Appendix A of the Technical Proposal.
1. CERTIFICATION REGARDING DEBARMENT ATTACHMENT 5.6

The "Certification of Regarding Debarment, Suspension and other Responsibility Matters" or the "Certification of Proposer Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusions" shall be included in Appendix A.
 2. CERTIFICATION REGARDING LOBBYING ATTACHMENTS 5.7 AND 5.8

The "Certification Regarding Lobbying" and a Disclosure Form, if required, for proposals exceeding \$100,000 shall be included in Appendix A.
 3. DISCLOSURE OF GOVERNMENTAL POSITIONS ATTACHMENT
 - a. Depending on the nature of the work performed, a consultant to RTP may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration that governs RTP employees and officers. In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of RTP prior to contract award, RTP requires that all potential participants disclose in their Proposals any positions that they hold as directors, officers, consultants or employees of any governmental agency. Additional disclosure may be required prior to contract award or during the term of the contract.

Responses will be kept confidential to the extent permitted by law.

- b. Therefore, each Proposer and subcontractor should disclose on the attached "Disclosure of Governmental Positions Form" in the Attachments section, whether or not any owner or employee of the firm currently hold positions as directors, officers, consultants or employees of a governmental agency or have held such positions in the past twelve months. This form should be included in Appendix A.

4.2.4 Clean Water Requirements

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

4.2.5 Conservation

- A. Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

4.2.6 Federal Changes

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

4.2.7 Clean Air

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

4.2.8 Program Fraud and False or Fraudulent Statements and Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the

Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4.2.9 Civil Rights Requirements

- A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4.2.10 Disadvantaged Business Enterprise (DBE)

A. DBE POLICY:

The contractor agrees to cooperate with the Maine Department of Transportation in meeting Federal commitments and goals with regard to the utilization of disadvantaged/minority/women-owned business enterprises and will use its best efforts to insure that they shall have equal opportunity to compete for subcontract work. The contractor assures that it will attempt to achieve no less than 6% Disadvantaged/Minority/Women Owned Business Enterprise (DBE/WBE) participation in the completion of this project.

4.2.11 Contractor's Status

- A. Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of RTP. The CONTRACTOR is and shall be an independent Contractor, and the legal relationship of any person performing Work for the CONTRACTOR shall be one solely between said parties.

4.2.12 Escrow Agreement (Attachment 5.4)

- A. The selected Contractor will be required to execute an Source Code Escrow Agreement with RTP, as shown in Attachment 5.4, agreeing to provide all source materials for licensed program code in a Contractor-funded escrow account.
- B. Contractor shall deposit a copy of all files needed to modify and build the installed version of all licensed program files including, but not limited to, source code, "make", batch and project build files, libraries and detailed build

instructions into an escrow account. Documents specifying the vendor, product name, and version shall identify all third-party compilers, code, tools, libraries and the like whose license prohibits their being copied and included in the escrow account. This requirement may be waived only for those source materials supplied directly to RTP, if any, under a contract resulting from this solicitation.

- C. The independent escrow agent shall furnish RTP with a copy of the escrowed materials if any one of the following conditions should occur:
1. The making by the Contractor of a general assignment for the benefit of creditors.
 2. The filing by the Contractor for corporate dissolution for purposes other than reconstruction or amalgamation.
 3. The filing by another party for the involuntary dissolution of the Contractor.
 4. If, for any reason, the Contractor has not provided and is either unable or unwilling to provide warranty work as outlined in this Contract or software maintenance in any subsequent maintenance agreement during the license term, and RTP's use of the licensed program is materially impaired.
 5. Any escrowed material furnished under this provision shall be considered licensed, subject to the terms of this agreement, and shall be used solely to maintain the program. Contractor shall cover the escrow set-up costs and annual escrow fee until the end of the technical support period, after which RTP shall pay the annual escrow fee and escrow termination fee under a separate agreement.

4.2.13 Non-Collusion Affidavit

- A. By submitting a Proposal, the Proposer shall represent and warrant that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the Proposal has not, directly or indirectly, induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

4.2.14 Penalty for Collusion

- A. If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or proposals colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and his bondsmen shall be liable to RTP for all loss or damage which RTP may suffer thereby and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.

4.2.15 Prohibited Interests

- A. By submitting a proposal, the Proposer represents and warrants that neither the General Manager nor any Director, officer, or employee of RTP is in any manner interested directly or indirectly in the proposal or in the contract that may be awarded under it, or in any expected profits to arise therefrom.
- B. No member, officer, or employee of RTP or any public entity during his tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.
- C. No member of or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this proposal or to any benefit arising therefrom.

4.2.16 Protest Procedures

A. Protest before Proposal Opening

Proposal protests based upon restrictive specifications or alleged improprieties in the Proposal procedure shall be filed, in writing, with the Purchasing Manager, ten (10) days prior to the Proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest after Award

1. A Proposer (or other interested party as defined under RTP's Protest Procedures) may file a protest with RTP alleging a violation of applicable federal or state law and/or RTP policy or procedure relative to the seeking, evaluating and/or awarding of a procurement Contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of Contract by RTP.
2. Copies of RTP's Procurement Protest Procedures should be obtained from RTP's Purchasing Manager. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN RTP'S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

4.2.17 Changes

- A. If either party seeks a change to the Scope of Work that would require a modification of the amount of compensation and extension of the time, the change must be reviewed, in advance of any action to implement the change, by RTP's Project Manager and approved in accordance with RTP policy and procedures.
- B. RTP may, at any time, by written order; make changes within the Scope of Work described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, the Contractor shall notify RTP in writing of the amount of time, cost reimbursements and fee

adjustments that are required. The Contractor shall not take any action to increase the costs of its Work until it receives written confirmation from RTP to proceed.

- C. In the event the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of Work and would result in an adjustment in the amount of cost reimbursements and fee adjustments specified herein, the Contractor shall so advise RTP in writing immediately upon notice of such condition or contingency. The notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.
- D. Any changes shall be given to RTP in writing, and must be approved in accordance with subparagraph 22.a above. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

4.2.18 Indemnification

- A. The Contractor shall indemnify, keep and save harmless the Regional Transportation Program, Inc. and its Board of Directors, officers, officials, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in conjunction with Contractor's performance of the scope of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of RTP, its Board of Directors, officers, officials, employees, agents, and volunteers.

4.2.19 Defective or Damaged Work

- A. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the Contractor hereunder without additional cost to RTP.
- B. If the Contractor shall fail to comply promptly with any order of RTP's Purchasing and Materials Manager to repair, replace or correct damaged or defective work, then RTP's Purchasing and Materials Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor.
- C. Nothing in this section shall limit or restrict the warranty requirements specified for this project.

4.2.20 Damages

- A. All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the delivery of the work, or of the provided materials or data, or from any act or omission not authorized by these specifications on the part of the Contractor or any agent or person employed by him, shall be sustained by the Contractor.

4.2.21 Acceptance

- A. Acceptance by RTP of any materials or data furnished under this contract shall occur only subsequent to final inspection by authorized employees of RTP. RTP shall reject defective or non-conforming supplies or data and the contract price shall be adjusted accordingly unless acceptable replacement is made.

4.2.22 Final Acceptance

- A. RTP shall give final acceptance of software, customization, configuration, data transfer, training and other services following the Contractor's completion of all such work in accordance with the contract and after thirty (30) calendar days of continuous successful operation of the system in RTP's production environment. If any portion of the system or services is deemed unacceptable to RTP, RTP shall notify the Contractor within ten (10) calendar days following such operation period. The Contractor will repair or replace unacceptable software, customizations, or services within a mutually agreed upon time period at no additional charge to RTP. Another thirty (30) calendar day successful operation period must follow any corrections or replacements.
- B. If the Contractor does not correct or replace the unacceptable system component or services within the specified time period, or such system component or services are deemed unacceptable by RTP, it may, at its option, return the unacceptable component to the Contractor with an explanation of why it is unacceptable. The Contractor shall refund any amounts paid for said component prior to Final Acceptance.
- C. RTP will issue a Letter of Acceptance after this period is complete and all variances are resolved. The established acceptance date will mark the beginning of the Contractor's initial one-year Technical Support period and approval for RTP to make the appropriate progress payment.

4.2.23 Infringement of Patents

- A. The Contractor agrees that he will, at his own expense, defend all suits or proceedings instituted against RTP and pay any award of damages assessed against RTP in such suits or proceedings, insofar as the same are based on any claim that the materials or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent of the United States, provided RTP gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through his Counsel to defend same and gives the Contractor all needed information, assistance and authority so to do.

4.2.24 Compliance with Laws and Regulations

- A. All materials and supplies furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of Maine and the United States of America. The Contractor shall, if requested by RTP, supply certification and evidence of such compliance.

4.2.25 Use of Consultants

- A. No limitations shall be imposed on RTP's use of consultants in any activity related to the project. The consultants, at the direction of RTP Project Manager, shall be accorded the same access to facilities and participation in project activities as any member of RTP's project team. Involvement of consultants may include, but shall not be limited to, progress and technical meetings, conference calls, document review, and system testing.
- B. RTP shall have the option of adding consultants to the distribution list to receive all correspondence initiated by the Contractor. RTP shall also be able to add consultants to the distribution list to receive all or selected system documents. The consultants will be bound by the same confidentiality restrictions imposed on RTP personnel.

4.2.26 Patent Rights

- A. If any invention, improvement or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Agreement which invention, improvement or discovery may be patentable under the patent laws of the United States or any foreign country, the Contractor shall immediately notify RTP and provide a detailed report. The rights and responsibilities of RTP and the Contractor with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

4.2.27 Rights in Data

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement.
- B. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to the project administration.

Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of RTP.

4.2.28 Insurance

- A. Minimum Scope of Insurance

Coverage shall be least as broad as:

- 1. General Liability: The contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in the State by the Maine Department of Professional and Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by the contract with adequate liability coverage to protect itself and RTP from suits.

3. 2. Workers' Compensation insurance as required by the State of Maine and Employer's Liability Insurance.
 3. Professional Errors and Omission Liability Insurance appropriate to the Contractor's profession.
- B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.
 2. Workers' Compensation: Workers' Compensation limits as required by the State of Maine and Employer's Liability limits of \$500,000 per accident for bodily injury or disease.
 3. Professional Errors and/or Omissions Liability - \$1,000,000 per occurrence.
- C. Deductible and/or Self-Insured Retention

Any deductibles and/or self-insured retention must be declared to and approved by RTP. RTP reserves the option to: 1) Require the insurer to reduce or eliminate such deductibles and self-insured retention as to RTP, and/or: 2) Require the Proposer to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or are to be endorsed to contain, the following provisions:

1. General Liability and Automotive Liability
 - a. RTP, its directors, officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to RTP, its directors, officers, officials, employees, or volunteers.
 - b. For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects RTP, its directors, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTP, its directors, officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to RTP, its directors, officers, officials, employees, or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
- 2. **Workers' Compensation and Employers Liability**

The insurer shall agree to waive all rights of subrogation against RTP, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for RTP.
- 3. **All Coverage**
 - a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to RTP's Project Manager.
 - b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by RTP as well as Contractor being required to provide acceptable evidence of the policy's retroactive date, and will be also required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under the agreement.
- 4. **Acceptability of Insurance**

Insurance is to be placed with insurers with a current A.M. Best & Co. rating of no less than A
- 5. **Verification of Coverage**
 - a. Contractor shall furnish RTP with appropriate Certificates of Insurance and with original Endorsements effecting coverage required. The Certificates and
 - b. Endorsements are to be signed by a person authorized by the insurer to bind coverage. The Certifications and Endorsements are to be received and approved by RTP prior to the commencement of any work under the Agreement. RTP reserves the right to require complete, certified copies of all required insurance policies at any time.
- 6. **Other Requirements**
 - a. Should any work under this Agreement be sublet, the Contractor shall require each subcontractor of any tier to comply with all of the Agreement's insurance provisions and provide proof of such compliance to RTP.

- b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Agreement, including but not limited to the provisions concerning indemnification.
7. Compliance with these insurance requirements is considered a material part of the Agreement, and breach of any provision may, at the option of RTP, be considered a material breach of the Agreement and result in action by RTP to withhold payment and/or terminate the Agreement.

4.2.29 Bond Requirements (Attachments 5.12 through 5.13)

A. Proposers Security

1. All Proposals shall be accompanied by Proposers security in an amount not less than ten percent of the Total Contract Price, payable to RTP, Inc. The Proposer's security must be in the form of cash, a cashier's check, a certified check, or a Proposer's bond or a combination thereof. If a Proposer's bond is furnished, it must conform to the form provided with the Proposal.
2. Documents and the surety thereon must be a fully qualified Surety Company acceptable to RTP, listed as a company possessing the authority to issue surety bonds in the State of Maine. Proposer's securities will be held until the Contract has been fully executed, after which all Proposers' securities, except any Proposers securities that have been forfeited, will be returned to the respective Proposers. In no event will the Proposer's securities be held by RTP beyond sixty days from the award of the Contract.

B. Performance Bond

A performance bond shall be executed within ten working days after the signing of a contract for one hundred percent (100 %) of the contract price. This bond is executed in connection with a contract to secure fulfillment of all of the Contractor's obligations under the contract.

C. Payment Bond

A payment bond shall be executed within ten working days after the signing of a contract for forty percent (40 %) of the contract price. A payment bond will be executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

4.2.30 Ownership of Work

- A. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor shall be and are the property of RTP and RTP shall be entitled to access thereto, and copies thereof, during the progress of the work.

4.2.31 Approved Equals

- A. When the name of a manufacturer, brand or make, with or without a model number is used in describing any item in this document, Proposals for similar articles will be considered unless otherwise stated. RTP shall be the sole judge whether such alternate articles are acceptable. Unless the Proposer states to the contrary, article offered are assumed to be the specific articles named in this document. If not offering the specific articles named, Proposer should enclose with Proposal, full information, Scope of Work, and descriptive data on items offered. RTP reserves the right to permit deviations from the Scope of Work and it is deemed by RTP to be as good quality and as fully satisfactory for its intended use as an article fully meeting Scope of Work. Unless the Proposer notes exceptions, the articles offered will be assumed to be in accord with the Scope of Work.

4.2.32 Software and Services Warranties

- A. Licensor warrants that on the Acceptance Date, the Software furnished hereunder shall be free from significant programming errors and from defects in workmanship and materials and shall operate and conform to the performance capabilities, Scope of Work, functions and other descriptions and standards as identified in this contract and all supplemental information provided by Licensor.
- B. Licensor warrants that the Services shall be performed in a timely and professional manner by qualified professional personnel; and that the Services and Software shall conform to the standards generally observed in the industry for similar Services and Software.
- C. Licensor warrants that it has full power and authority to grant the rights by Licensor to RTP with respect to the Software without the consent of any other person.
- D. Licensor warrants that performance of the Services by Licensor and the License to RTP to use the Software and Services, including copying, will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other right of any third party.
- E. Licensor warrants that the Software, its License to and use by RTP, and the performance by Licensor of the Services, shall be in compliance with all applicable laws, rules and regulations.
- F. If at any time during the twelve (12) month period immediately following the Acceptance Date, Licensor or RTP shall discover one or more defects or errors in the Software or any other aspect in which the Software fails to meet the provisions of the warranty requirements herein, or the Scope of Work, Licensor shall, at its own expense, promptly correct the defect, error or nonconformity by, among other things, making additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order in conformity with the warranties herein.
- G. In the event that the Software and/or Documentation are held to be infringing or the Licensor believes the Software and/or Documentation are believed to be

infringing, Licensor shall at its sole expense resolve the infringement in a manner agreed to by RTP using one of the following methods: a) modify the Software and/or Documentation so that it is non-infringing; b) obtain a license for RTP to continue using the Software and/or Documentation; c) substitute the Software and/or Documentation with other Software and/or Documentation reasonably suitable to RTP; or d) terminate the license for infringing Software and/or Documentation and refund the license fees and all other contract costs and fees paid for the infringing products.

- H. Licensor warrants that the Software provided is free from intentional viruses or other intentional programming defects.
- I. Licensor warrants that future maintenance or software releases shall not degrade the Software, cause a breach of any other warranty or require RTP to purchase new or additional hardware or software for continued operation of the Software. Licensor also warrants that the software upgrades provided shall be sufficient to update RTP's copy with all the capabilities of the vendor's then-current product.

4.2.33 System Capability

The Contractor will be responsible for providing and implementing paratransit client registration, reservations, scheduling and dispatch system that is successfully integrated into the existing system environment of RTP and meets the functional requirements as specified in this document and resulting contract. This provision will constitute an express warranty on the part of the Contractor.

A. Guarantee of Functionality

Functionality shall mean that the configuration as specified in the contract; i.e., software, software updates, hardware and services shall operate together efficiently in light of industry standards, so long as the system is maintained in accordance with the Scope of Work. The Contractor warrants and represents that the unmodified configuration identified in the contract document has been specifically selected and designed for RTP as being an operationally efficient integration of hardware, software and services, in light of RTP's current identified Scope of Work and projected expansion.

B. Guarantee of System Integration

1. System integration means the installation and operation of all hardware, software and communications components so that they function in an operational environment and in conjunction with each other. By executing this Agreement, the Contractor acknowledges its commitment to successful integration of hardware/software and warrants that the capabilities being supplied under this contract will be successfully integrated.
2. The Contractor shall coordinate the resolution of the problems with the software supplied under this Agreement, which arise upon delivery or at any time during the warranty or Technical Support periods contained in this or other agreements between the parties. The Contractor shall resolve problems to RTP's satisfaction and in accordance with the published Scope of Work.

4.2.34 Termination/Resolution of Disputes

A. Termination for Convenience of RTP.

The performance of work or delivery of products under this contract may be terminated in whole or in part by RTP upon written notice to the Contractor in accordance with this clause whenever RTP determines that such termination is in its best interests. After receipt of said notice, Contractor shall stop work on this contract on the date and to the extent specified in said notice, terminate all applicable orders and subcontracts, and complete performance of all work as shall not have been terminated by said notice. After receipt of said notice, Contractor shall submit to RTP its termination claim setting forth Contractor's actual, direct and unavoidable costs incurred which cannot be canceled as a result of said termination together with such information as may be required by RTP to evaluate the claim. The determination of RTP on the claim shall be final.

B. Termination for Default.

1. If the Contractor should be in default and fails to remedy this default within ten (10) calendar days after receipt from RTP of notice of such default, RTP may in its discretion terminate this Contract or such portion thereof as RTP determines is most directly affected by the default.
2. The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, or subletting of this contract without approval of RTP; bankruptcy or appointment of a receiver for Contractor's property; failure of Contractor to perform the services or other required acts within the time specified for this contract or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this contract in bad faith.
3. This default will be executed against the Performance Bond and the vendor will be liable for any expenditure required by RTP, Inc. to make itself whole.
4. No waiver of a default by RTP of any of the terms or conditions hereof to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept or observed.
5. No acceptance of fees or other money payment in whole or in part for any period or periods during or after a default of any of the terms or conditions to be performed, kept or observed by the contractor will be deemed a waiver on the part of RTP, Inc. of its right to terminate the contract on account of such default.

C. Termination for Force Majeure.

The performance of work under this contract may be terminated by RTP, in its discretion, upon application therefore by the Contractor for unforeseen causes beyond the control and without the fault or negligence of the Contractor, including acts of God, acts of the public enemy, governmental acts, fires and epidemics is

such causes irrecoverably disrupt or render impossible the Contractor's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

D. Remedies for Breach of Contract.

1. Penalty for failure to complete contract. In case of failure on the part of the Contractor to complete its contract within the specified time or within authorized extensions thereof, the contract may be terminated and RTP in such event, not thereafter, shall not pay the Contractor any further compensation for any labor, supplies or materials furnished by it under said contract; and the Board may proceed to complete such contract either by re-letting or otherwise and the Contractor and its bondsmen shall be liable to RTP for all loss or damage which it may suffer due to the Contractor's failure to complete its contract within such time.
2. Failure to meet contract requirements. When the Contractor fails to meet the requirements of the contract, the product or service may be brought from any source by RTP, and if a greater price than that named in the contract is paid by RTP, the excess price will be charged to and collected from the Contractor

E. Disputes.

1. Performance During Dispute - Unless otherwise directed by RTP, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
2. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RTP and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Maine.
3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

F. Dispute Resolution

1. In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rule of the American Arbitration Association.
2. Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs

and expenses of any Arbitration shall be borne and paid, as the Arbitrator(s) shall, by their award, direct.

3. The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the matter permitted by law.

G. Waiver of Remedies for any Breach

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

4.2.35 Payments and Completion

A. Schedule of Prices

The schedule of prices as proposed by the Contractor in their Cost Proposal and as negotiated between RTP and the Contractor shall serve as the basis of progress payments and shall be incorporated into the formal agreement issued by RTP.

B. Invoicing

1. At least twenty days prior to the dates established for each progress payment, but not more than once a month, Contractor shall submit to RTP's Project Manager an invoice for payment covering the Work completed as of the date of the invoice accompanied by such supporting documentation as is required as mutually agreed to by the parties. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or another location agreed to in writing, the invoice shall be accompanied by a bill of sale, invoice, or other documentation warranting that RTP has received the materials and equipment free and clear and evidence that the materials and equipment are covered by appropriate insurance or other arrangements to protect RTP's interests therein, all of which must be satisfactory to RTP.
2. Beginning with the second invoice and each invoice thereafter, the Contractor shall include an affidavit that all of the previous progress payments received to the account of the Work have been applied to discharge Contractor's legitimate obligations associated with prior invoices for payment.
3. Payments shall be made in Net 30 Days after receipt of approved invoices and supporting documentation.

4.2.36 Cost and Pricing Data

- A. Prior to award of a contract resulting from this solicitation, the Proposer shall furnish, if required by RTP Purchasing / Materials Manager, in accordance with the provisions of paragraph 15.804-2 of the Federal Acquisition Regulation (FAR), cost or pricing data and the certificate of current cost or pricing data as set forth in FAR 15.804-4.

If cost and pricing data and the certificate of current cost or pricing is required prior to award, the award / contract shall include the following clauses as they appear in the FAR under the citation and as identified below:

- Clause appearing under FAR 52.215-22 entitled "Price Reduction for Defective Cost or Pricing Data"
- Clause appearing under FAR 52.215-24 entitled "Subcontractor Cost or Pricing Data".

4.2.37 Shipping Charges

- A. All prices shall include freight FOB to the designated delivery point. RTP will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

4.2.38 Taxes

- A. The supplies, materials or equipment called for under the Scope of Work will be used by RTP in the performance of a governmental function and are exempt from taxation by the United States Government. RTP will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption.
- B. Unless otherwise stated in the Scope of Work, Special Provisions or Proposal Forms, Proposer shall exclude applicable Maine State and local sales or use taxes in the total price in his proposal. Said sales or use tax, wherever applicable, will be paid by RTP to the Contractor, if licensed to collect same or otherwise directly to the State.

5 Attachments

- 5.1 Current Data Sets and Data Samples
- 5.2 Medicaid Billing Details
- 1.1 Billing Summary for all Ride Types
- 5.4 Source Code Escrow Agreement
- 5.5 Proposal Response Form
- 5.6 Certification of Proposed Contractor Regarding Debarment, Suspension, and other Responsibility Matters
- 5.7 Disclosure of Lobbying Activities
- 5.8 Certification Regarding Lobbying
- 5.9 Disclosure of Governmental Positions
- 5.10 Designation of Subcontractors
- 5.11 Cost Proposal Worksheets
- 5.12 Performance Bond
- 5.13 Payment Bond

5.1 Current Data Sets and Data Samples

This section contains current schemas and record counts from the three primary tables that support RTP's current paratransit registration/scheduling/dispatch software, ATC/Intelitran's ParaPro, which uses the DataFlex database management system.

The "Text" field type is sometimes known as a "Memo" field, used for storing large amounts of ASCII text.

The "Overlay" field type is defined in terms of other existing fields. For example in the CLIENT file there is the Social Security number (SSNBR) field that is made up of the fields SSN1, SSN2, and SSN3. These fields are used to create a compound index or to create multi-field relationships with other files.

File Definition for: CLIENT (# 10)

Record count: 20,645

FIELD NAME	TYPE
CLIENT_ID	Numeric
LAST	ASCII
FIRST	ASCII
MI	ASCII
SSN1	ASCII
SSN2	ASCII
SSN3	ASCII
SSN4	ASCII
SSNBR	Overlay
MA_NBR	ASCII
LOCATION	ASCII
STNBR	ASCII
STNAME	ASCII
ADDR2	ASCII
CITY	ASCII
STATE	ASCII
ZIP1	ASCII
ZIP2	ASCII
GRIDX	Numeric
GRIDY	Numeric
FARE_ZONE	Numeric
LON	Numeric
LAT	Numeric
TVL_ZONE	Numeric
SVC_AREA	ASCII
MUNICIPAL	ASCII
URBAN_RURAL	ASCII
MAP_COORD	ASCII
MAP_PAGE	ASCII
ABS_GRID	Numeric

SALUTATION	ASCII
MAIL_ADDR1	ASCII
MAIL_ADDR2	ASCII
MAIL_CITY	ASCII
MAIL_STATE	ASCII
MAIL_ZIP1	ASCII
MAIL_ZIP2	ASCII
HPH_AREA	ASCII
HPH_EXCH	ASCII
HPH_NBR	ASCII
WPH_AREA	ASCII
WPH_EXCH	ASCII
WPH_NBR	ASCII
SEX	ASCII
BIRTHDATE	ASCII
W_CHAIR	ASCII
ATTENDANT	ASCII
STRETCHER	ASCII
ADA CATEGORY	ASCII
LOAD TIME	ASCII
PASS TYPE	ASCII
ETHNIC	ASCII
LANGUAGE	ASCII
NEEDS 1	ASCII
NEEDS 2	ASCII
DISABILITY	ASCII
CARRIER	ASCII
POVERTY	ASCII
EMERG CONTACT	ASCII
EMERG PH AREA	ASCII
EMERG PH EXCH	ASCII
EMERG PH NBR	ASCII
DOCTOR	ASCII
DOCTOR PH AREA	ASCII
DOCTOR PH EXCH	ASCII

DOCTOR PH NBR	ASCII
COMMENTS	ASCII
DIRECTIONS	ASCII
DRIVERS NOTES	ASCII
REC STATUS	ASCII
STATUS DATE	ASCII
STATUS TIME	ASCII
STATUS AP	ASCII
STATUS USER	ASCII
LAST EDIT DATE	ASCII
LAST EDIT TIME	ASCII
LAST EDIT AP	ASCII
LAST EDIT USER	ASCII
ENTRY DATE	ASCII
ENTRY TIME	ASCII
ENTRY AP	ASCII
ENTRY USER	ASCII
LAST TRIP DATE	ASCII
LAST NS DATE	ASCII
SUSPEND DATE	ASCII
NBR SUSP	ASCII
CARD CNTRL NBR	ASCII
CARD ISSUE NBR	ASCII
LAST MA VERIFY	ASCII
MED CAT	ASCII
PASS CAT	ASCII

ORIG_LOC	ASCII
ORIG_STNBR	ASCII
ORIG_STNAME	ASCII
ORIG_ADDR2	ASCII
ORIG_CITY	ASCII
ORIG_STATE	ASCII
ORIG_ZIP1	ASCII
ORIG_GRIDX	Numeric
ORIG_GRIDY	Numeric
ORIG_FARE_ZONE	Numeric
ORIG_TVL_ZONE	Numeric
ORIG_SVC_AREA	ASCII
CODE1	ASCII
FLAG8	ASCII
ORIG_LON	Numeric
ORIG_LAT	Numeric
ORIG_URB_RURAL	ASCII
ORIG_MAP_COORD	ASCII
ORIG_MAP_PAGE	ASCII
ORIG_PH_AREA	ASCII
ORIG_PH_EXCH	ASCII
ORIG_PH_NBR	ASCII
DEST_LOC	ASCII
DEST_STNBR	ASCII
DEST_STNAME	ASCII
DEST_ADDR2	ASCII
DEST_CITY	ASCII
DEST_STATE	ASCII
DEST_ZIP1	ASCII
DEST_GRIDX	Numeric
DEST_GRIDY	Numeric
DEST_FARE_ZONE	Numeric
DEST_TVL_ZONE	Numeric
DEST_SVC_AREA	ASCII
CODE2	ASCII
FLAG9	ASCII
DEST_LON	Numeric
DEST_LAT	Numeric
DEST_URB_RURAL	ASCII
DEST_MAP_COORD	ASCII
DEST_MAP_PAGE	ASCII
DEST_PH_AREA	ASCII
DEST_PH_EXCH	ASCII
DEST_PH_NBR	ASCII
NEEDS1	ASCII
NEEDS2	ASCII
PURPOSE	ASCII
PASSTYPE	ASCII
FLAG5	ASCII
FLAG6	ASCII
AGY 2 BILL RATE	Numeric

File Definition for: DLYTRIP (# 14)

Record count: 221,072

FIELD NAME	TYPE
TRIP_NBR	Numeric
COR_TRIP_NBR	Numeric
CLIENT_ID	Numeric
SVC_DATE	Date
SVC_DAY	ASCII
REQ_PU	Numeric
REQ_PU_AP	ASCII
REQ_PU_MIL	Numeric
SCH_PU	Numeric
SCH_PU_AP	ASCII
SCH_PU_MIL	Numeric
REQ_DO	Numeric
REQ_DO_AP	ASCII
REQ_DO_MIL	Numeric
SCH_DO	Numeric
SCH_DO_AP	ASCII
SCH_DO_MIL	Numeric
IDX_TIME	Numeric

MA_NBR	ASCII
BILL_CODE	ASCII
BILL_RATE	ASCII
NBR_UNITS	Numeric
AGY2_NBR_UNITS	Numeric
NBR_AMB_PASS	Numeric
NBR_WC_PASS	Numeric
NBR_STR_PASS	Numeric
NBR_ESC_PASS	Numeric
NBR_ATT_PASS	Numeric
AGY1_AMB_COST	Numeric
AGY1_WC_COST	Numeric
AGY1_STR_COST	Numeric
AGY1_ESC_COST	Numeric
AGY1_ATT_COST	Numeric
AGY1_TOT_COST	Numeric
AGY2_AMB_COST	Numeric
AGY2_WC_COST	Numeric
AGY2_STR_COST	Numeric
AGY2_ESC_COST	Numeric
AGY2_ATT_COST	Numeric
AGY2_TOT_COST	Numeric
AMB_PASS_SHARE	Numeric
WC_PASS_SHARE	Numeric
STR_PASS_SHARE	Numeric
ESC_PASS_SHARE	Numeric
ATT_PASS_SHARE	Numeric
TOT_TO_COLLECT	Numeric
TOT_TRIP_COST	Numeric
CARRIER_UNITS	Numeric
CARRIER_COST	Numeric
CASH_COLLECTED	Numeric
REC_STATUS	ASCII
DENIAL_CODE	ASCII
LOAD_TIME	Numeric
UNLOAD_TIME	Numeric
ROUTE	ASCII
REQ_CARRIER	ASCII
REQ_RUN_NBR	ASCII
SCH_CARRIER	ASCII
SCH_RUN_NBR	ASCII
CHECKED_IN	ASCII
EXP_PU_MIL	Numeric
PENALTY	Numeric
ACT_PU_MIL	Numeric
PU_ODOM	Numeric
ACT_DO_MIL	Numeric
DO_ODOM	Numeric
STANDING	ASCII
STAND_NBR	Numeric
SCHED_FLAG	ASCII

PROCESSED	ASCII
PRIORITY	ASCII
FLAG1	ASCII
FLAG2	ASCII
FLAG3	ASCII
FLAG4	ASCII
GROUP_SIZE	Numeric
GROUP_NBR	Numeric
ORIG_DEV	Numeric
DEST_DEV	Numeric
ENTRY_DATE	Date
ENTRY_TIME	Numeric
ENTRY_TIME_AP	ASCII
ENTRY_USER	ASCII
LAST_EDIT_DATE	Date
LAST_EDIT_TIME	Numeric
LAST_EDIT_AP	ASCII
LAST_EDIT_USER	ASCII

File Definition for: STANDING (# 16)

Record count: 4,184

FIELD NAME	TYPE
STANDING_NBR	Numeric
CLIENT_ID	Numeric
SVC_DAY	ASCII
DAY_NBR	Numeric
BEG_SVC_DATE	Date
END_SVC_DATE	Date
WEEK1	ASCII
WEEK2	ASCII
WEEK3	ASCII
WEEK4	ASCII
WEEK5	ASCII
ALTERNATE	ASCII
HOLIDAY	ASCII
REQ_PU	Numeric
REQ_PU_AP	ASCII
REQ_PU_MIL	Numeric
REQ_DO	Numeric
REQ_DO_AP	ASCII
REQ_DO_MIL	Numeric
RET_REQ_PU	Numeric
RET_REQ_PU_AP	ASCII
RET_REQ_PU_MIL	Numeric
RET_REQ_DO	Numeric
RET_REQ_DO_AP	ASCII
RET_REQ_DO_MIL	Numeric
ORIG_LOC	ASCII

ORIG_STNBR	ASCII
ORIG_STNAME	ASCII
ORIG_ADDR2	ASCII
ORIG_CITY	ASCII
ORIG_STATE	ASCII
ORIG_ZIP1	ASCII
ORIG_GRIDX	Numeric
ORIG_GRIDY	Numeric
ORIG_FARE_ZONE	Numeric
ORIG_TVL_ZONE	Numeric
ORIG_SVC_AREA	ASCII
CODE1	ASCII
FLAG8	ASCII
ORIG_LON	Numeric
ORIG_LAT	Numeric
ORIG_URB_RURAL	ASCII
ORIG_MAP_COORD	ASCII
ORIG_MAP_PAGE	ASCII
ORIG_PH_AREA	ASCII
ORIG_PH_EXCH	ASCII
ORIG_PH_NBR	ASCII
FLAG3	ASCII
ORIG_DIRECTIONS	Text
DEST_LOC	ASCII
DEST_STNBR	ASCII
DEST_STNAME	ASCII
DEST_ADDR2	ASCII
DEST_CITY	ASCII
DEST_STATE	ASCII
DEST_ZIP1	ASCII
DEST_GRIDX	Numeric
DEST_GRIDY	Numeric
DEST_FARE_ZONE	Numeric
DEST_TVL_ZONE	Numeric
DEST_SVC_AREA	ASCII
CODE2	ASCII
FLAG9	ASCII
DEST_LON	Numeric
DEST_LAT	Numeric
DEST_URB_RURAL	ASCII
DEST_MAP_COORD	ASCII
DEST_MAP_PAGE	ASCII
DEST_PH_AREA	ASCII
DEST_PH_EXCH	ASCII
DEST_PH_NBR	ASCII
FLAG4	ASCII
DEST_DIRECTIONS	Text
BILL_CODE	ASCII
BILL_RATE	ASCII
NBR_UNITS	Numeric
NEEDS1	ASCII

NEEDS2	ASCII
PURPOSE	ASCII
PASSTYPE	ASCII
FLAG5	ASCII
FLAG6	ASCII
FLAG7	ASCII
NBR_AMB_PASS	Numeric
NBR_WC_PASS	Numeric
NBR_STR_PASS	Numeric
NBR_ESC_PASS	Numeric
NBR_ATT_PASS	Numeric
AGY1_AMB_COST	Numeric
AGY1_WC_COST	Numeric
AGY1_STR_COST	Numeric
AGY1_ESC_COST	Numeric
AGY1_ATT_COST	Numeric
AGY2_AMB_COST	Numeric
AGY2_WC_COST	Numeric
AGY2_STR_COST	Numeric
AGY2_ESC_COST	Numeric
AGY2_ATT_COST	Numeric
AMB_PASS_SHARE	Numeric
WC_PASS_SHARE	Numeric
STR_PASS_SHARE	Numeric
ESC_PASS_SHARE	Numeric
ATT_PASS_SHARE	Numeric
AGY1_TOT_COST	Numeric
AGY2_TOT_COST	Numeric
TOT_TO_COLLECT	Numeric
TOT_TRIP_COST	Numeric
REC_STATUS	ASCII
BEG_DEACTIVATE	Date
END_DEACTIVATE	Date
DENIAL_CODE	ASCII
LOAD_TIME	Numeric
UNLOAD_TIME	Numeric
GO_ROUTE	ASCII
GO_REQ_CARRIER	ASCII
GO_REQ_RUN_NBR	ASCII
GO_SCH_CARRIER	ASCII
GO_SCH_RUN_NBR	ASCII
SCH_PU	Numeric
SCH_PU_AP	ASCII
SCH_APPT	Numeric
SCH_APPT_AP	ASCII
RET_ROUTE	ASCII
RET_REQ_CARRIER	ASCII
RET_REQ_RUN_NBR	ASCII
RET_SCH_CARRIER	ASCII
RET_SCH_RUN_NBR	ASCII
SCH_RET	Numeric

SCH_RET_AP	ASCII
SCH_DO	Numeric
SCH_DO_AP	ASCII
COMMENTS	Text
ENTRY_DATE	Date
ENTRY_TIME	Numeric
ENTRY_TIME_AP	ASCII
ENTRY_USER	ASCII
LAST_EDIT_DATE	Date
LAST_EDIT_TIME	Numeric
LAST_EDIT_AP	ASCII
LAST_EDIT_USER	ASCII

5.2 Medicaid Billing Details

5.2.1 General Information

5.2.1.1 Carriers

1. Agency Vehicles
2. Volunteer Drivers
3. Family Drivers
4. Taxi
5. Medicaid Bus Pass
6. Other

5.2.1.2 Definitions

1. Passenger Mile – Actual number of miles the passenger rides in the vehicle
2. Vehicle Mile -- Includes passenger miles and any dead-head miles incurred in providing the client's trip
3. Actual Cost – Actual cost of trip

5.2.1.3 Medicaid Procedure Codes

1. T029 Agency vehicle
2. T033 Volunteer vehicle
3. T034 Common carrier local fixed-route bus or local ferry
4. T035 Common carrier other than local fixed route bus, local ferry or taxi
5. T036 Taxi
6. T039 Tolls and fees
7. T040 Related expenses
8. T042 Provider base rate
9. T017 FSDH agency controlled vehicle
10. T018 FSDH family vehicle
11. T019 FSDH volunteer vehicle

5.2.1.4 Medicaid Origin and Destination Codes

- | | |
|------------------------------|------------------------------------|
| A. 01 Hospital | N. 31 Speech / Hearing |
| B. 04 Dentist | O. 37 Rural Health Clinic |
| C. 05 Physician | P. 38 FSDH |
| D. 06 Podiatrist | Q. 39 Day Health |
| E. 07 Optometrist | R. 40 Certified Nurse Practitioner |
| F. 08 Optician | S. 43 Health Maint Org |
| G. 09 Pharmacy | T. 44 Midwife |
| H. 12 Indep Lab/Xray | U. 50 Home |
| I. 14 Med Supply Dealer | V. 51 Boarding Home |
| J. 17 Physical Therapy | W. 52 Other |
| K. 18 Chiropractor | X. 55 Early Interven. Svc |
| L. 24 Mental Health Fac | Y. 56 Nursing Facility |
| M. 27 Family Planning Clinic | Z. 57 Day Hab Services |

Procedure, origin and destination codes are required to print out for each Medicaid trip. Procedure codes are automatic – determined by carrier. Origin and destination codes need to be entered individually for each trip by dispatchers at the time the trip is set up.

5.2.2 Medicaid Fare Structure

5.2.2.1 Regular Medicaid

1. Agency Vehicles

- | | | | |
|-----------------|---------------------------|-------------------------|------|
| A. Mileage Rate | \$0.68 per passenger mile | Medicaid Procedure Code | T029 |
| B. Base Rate | \$5.53 per one way trip | Medicaid Procedure Code | T042 |

2. Volunteer Vehicle

- | | | | |
|-------------------|------------------------------------|-------------------------|------|
| A. Mileage Rate | \$0.30 per vehicle mile | Medicaid Procedure Code | T033 |
| B. Base Rate | \$5.53 per one-way trip | Medicaid Procedure Code | T042 |
| C. Tolls and fees | Actual cost of tolls/fees (if any) | Medicaid Procedure Code | T039 |

Note: If 2 regular Medicaid riders ride in same volunteer vehicle at same time, only one gets billed for mileage, while both get billed base rate. The second rider's miles would only start once the first client was dropped off.

3. Family Vehicle

A. Mileage Rate	\$0.15 per passenger miles	Medicaid Procedure Code	T043
B. Base Rate	\$5.53 per one-way trip	Medicaid Procedure Code	T042

4. Taxi Vehicle

A. Rate	Actual Cost of Taxi Trip	Medicaid Procedure Code	T036
B. Base Rate	NONE		

5.2.2.2 FSDH Medicaid

1. Agency Vehicle

A. Mileage Rate	\$1.20 per passenger mile	Medicaid Procedure Code	T017
B. Base Rate	NONE		

2. Volunteer Vehicle

A. Mileage Rate	\$1.20 per vehicle mile	Medicaid Procedure Code	T019
B. Base Rate	NONE		
C. Tolls and fees	Actual cost of tolls/fees (if any)	Medicaid Procedure Code	T039

3. Family Vehicle

A. Mileage Rate	\$1.05 per vehicle mile	Medicaid Procedure Code	T018
B. Base Rate	NONE		

4. Taxi

A. Rate	Actual Cost of Taxi Trip	Medicaid Procedure Code	T036
B. Base Rate	NONE		

5.2.2.3 CDS Medicaid

1. Agency Vehicles

A. Mileage Rate	\$0.68 per passenger mile	Medicaid Procedure Code	T029
B. Base Rate	\$5.53 per one way trip	Medicaid Procedure Code	T042

2. Volunteer Vehicle

A. Mileage Rate	\$0.30 per vehicle mile	Medicaid Procedure Code	T033
B. Base Rate	\$5.53 per one-way trip	Medicaid Procedure Code	T042
C. Tolls and fees	Actual cost of tolls/fees (if any)	Medicaid Procedure Code	T039

Note: If 2 CDS Medicaid riders ride in same volunteer vehicle at same time, only one gets billed for mileage, while both get billed base rate. The second rider's miles would only start once the first client was dropped off.

3. Family Vehicle

- | | | | |
|-----------------|---------------------------|-------------------------|------|
| A. Mileage Rate | \$0.15 per passenger mile | Medicaid Procedure Code | T043 |
| B. Base Rate | \$5.53 per one-way trip | Medicaid Procedure Code | T042 |

4. Taxi Vehicle

- | | | | |
|--------------|--------------------------|-------------------------|------|
| A. Rate | Actual Cost of Taxi Trip | Medicaid Procedure Code | T036 |
| B. Base Rate | NONE | | |

5.2.2.4 Methadone Medicaid

1. Agency Vehicles

- | | | | |
|-----------------|---------------------------|-------------------------|------|
| A. Mileage Rate | \$0.68 per passenger mile | Medicaid Procedure Code | T029 |
| B. Base Rate | NONE | | |

2. Volunteer Vehicle

- | | | | |
|-------------------|------------------------------------|-------------------------|------|
| A. Mileage Rate | \$0.30 per vehicle mile | Medicaid Procedure Code | T033 |
| B. Base Rate | NONE | | |
| C. Tolls and fees | Actual cost of tolls/fees (if any) | Medicaid Procedure Code | T039 |

Note: If 2 methadone Medicaid riders ride in same volunteer vehicle at same time, only the one riding the furthest gets billed for mileage, the other one would not be billed to Medicaid.

3. Family Vehicle

- | | | | |
|-----------------|---------------------------|-------------------------|------|
| A. Mileage Rate | \$0.15 per passenger mile | Medicaid Procedure Code | T043 |
| B. Base Rate | NONE | | |

4. Taxi

- | | | | |
|--------------|--------------------------|-------------------------|------|
| A. Rate | Actual Cost of Taxi Trip | Medicaid Procedure Code | T036 |
| B. Base Rate | NONE | | |

5.2.2.5 Medicaid Bus Pass Billing

The State of Maine allows RTP to issue a Medicaid bus pass to those Medicaid clients who qualify. These bus passes are issued monthly, and the same clients may not get one every month. These passes are then entered into the computer and billed to Medicaid. The billing is as follows:

- | | | | |
|--------------|----------------------|-------------------------|------|
| A. Rate | \$33.00 per bus pass | Medicaid Procedure Code | T034 |
| B. Base Rate | \$5.53 per pass | Medicaid Procedure Code | T042 |

NOTE: All of the above mileage and base rates need to be able to be changed by RTP. Actual fares need to be able to be entered in some type of data entry screen.

5.2.3 Medicaid Electronic / Manual Billing / Informational

1. Electronic Billing
 - A. RTP needs the ability to bill Medicaid electronically following State of Maine rules and regulations. Currently the State uses "Momentum" to bill electronically. I have recently learned that this may be changing as of October 1, 2002. The transit system RTP purchases will be required to be able to bill electronically using whatever system the State updates to. Please refer to the State of Maine website for further information.
2. Reports Generated from Electronic Billing
 - A. When electronic Medicaid is run (we do a month at a time), a report will need to be created that can be opened in Excel showing: Client last name, first name, Invoice #, Medicaid #, bill code, carrier, period billed for, amount billed. We track by client by invoice number what was billed and paid monthly.
 - B. Will need a report that shows for each bill code by each carrier how much Medicaid has been billed for that month.
3. Manual Billing
 - A. RTP will need a manual billing option where we can bill individually by a date range. This will require the information to be printed on a paper form. Please refer to the State of Maine website for further information.

Medicaid Bus Pass

This section describes how we currently record Medicaid Bus Pass information in ParaPro in order to electronically bill the state. Use it only as a guide to proposing an alternative mechanism.

Bill Code PAS

Stat Code BPM

1. Make sure the client has the bill code PAS
2. Enter trip information (from form) for one of the client's trip. Set it up as a one-way trip.
3. Enter the date of the trip.
4. Make the time increments one minute apart. Example 101a 102a
5. Make the trip status BPM. By using this status code along with the bill code, the system knows that this is a Medicaid bus pass and will bill Medicaid accordingly. Will bill for the cost of

the bus pass with procedure code T034 and our base rate with procedure code T042

6. Enter the origin location of the trip (from form). Usually this is the home address
7. Enter the destination location of the trip (from form)
8. Enter the appropriate origin and destination codes for the trips (in ParaPro, these go in the needs1 and needs2 areas). Origin will most likely be home. Destination will be an approved Medicaid destination code. Enter it by the type of facility where the trip is:

01 Hospital

05 Physician

17 Physical Therapy

24 Mental Health Facility

There are other destination codes, but these are the four most common.
9. Do not assign a route to the trip.
10. When asked if there is another trip for this client, choose No.

5.3 Billing Summary for all Ride Types

The table below summarizes the billing codes, carries and rates for all types of rides that RTP provides. The RSDS must be configured to accommodate all of these, and to accrue & report costs accordingly, without source-code level customization.

Agency	Bill Code	Carrier	Track Mileage	Track Trips	Rate Per Mile	Rate Per Trip	Taxi Rate	Total Trip Cost
Southern Maine Agency on Aging	AAA	NFV	Yes	Yes	0.30	0.00	N/A	Miles x \$0.30
Southern Maine Agency on Aging	AAA	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Southern Maine Agency on Aging	AAA	RTP	Yes	Yes	1.00	0.00	N/A	Miles x \$1.00
ADA Portland	ADP	NFV	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
ADA Portland	ADP	OPT	No	Yes	N/A	2.00	Actual Cost	Trips x \$2.00
ADA Portland	ADP	RTP	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
ADA South Portland	ADS	NFV	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
ADA South Portland	ADS	OPT	No	Yes	N/A	2.00	Actual Cost	Trips x \$2.00
ADA South Portland	ADS	RTP	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
ADA Westbrook	ADW	NFV	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
ADA Westbrook	ADW	OPT	No	Yes	N/A	2.00	Actual Cost	Trips x \$2.00
ADA Westbrook	ADW	RTP	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
Divison of the Blind / Visually Impaired	BLI	NFV	Yes	Yes	0.46	0.00	N/A	Miles x \$0.46
Divison of the Blind / Visually Impaired	BLI	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Divison of the Blind / Visually Impaired	BLI	RTP	Yes	Yes	0.77	0.00	N/A	Miles x \$0.77
Medicaid Regular	BMS	FAM	Yes	Yes	0.15	5.53	N/A	(Miles x \$0.15)+(Trips x \$5.53)
Medicaid Regular	BMS	NFV	Yes	Yes	0.30	5.53	N/A	(Miles x \$0.30)+(Trips x \$5.53)
Medicaid Regular	BMS	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Medicaid Regular	BMS	RTP	Yes	Yes	0.68	5.53	N/A	(Miles x \$0.68)+(Trips x \$5.53)
Medicaid -- Child Development	CD1	FAM	Yes	Yes	0.15	5.53	N/A	(Miles x \$0.15)+(Trips x \$5.53)
Medicaid -- Child Development	CD1	NFV	Yes	Yes	0.30	5.53	N/A	(Miles x \$0.30)+(Trips x \$5.53)
Medicaid -- Child Development	CD1	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Medicaid -- Child Development	CD1	RTP	Yes	Yes	0.68	5.53	N/A	(Miles x \$0.68)+(Trips x \$5.53)
Medicaid -- FSDH	FSD	FAM	Yes	Yes	1.05	0.00	N/A	Miles x \$1.05
Medicaid -- FSDH	FSD	NFV	Yes	Yes	1.20	0.00	N/A	Miles x \$1.20
Medicaid -- FSDH	FSD	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Medicaid -- FSDH	FSD	RTP	Yes	Yes	1.20	0.00	N/A	Miles x \$1.20
Medicaid -- Methadone	MTH	FAM	Yes	Yes	0.15	0.00	N/A	Miles x \$0.15
Medicaid -- Methadone	MTH	NFV	Yes	Yes	0.30	0.00	N/A	Miles x \$0.30
Medicaid -- Methadone	MTH	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Medicaid -- Methadone	MTH	RTP	Yes	Yes	0.68	0.00	N/A	Miles x \$0.68

**Regional Transportation Program, Inc.
Paratransit Software**

**REQUEST FOR PROPOSAL
No. 001**

Agency	Bill Code	Carrier	Track Mileage	Track Trips	Rate Per Mile	Rate Per Trip	Taxi Rate	Total Trip Cost
Vocational Rehabilitation	VR	NFV	Yes	Yes	0.46	0.00	N/A	Miles x \$0.46
Vocational Rehabilitation	VR	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Vocational Rehabilitation	VR	RTP	Yes	Yes	0.77	0.00	N/A	Miles x \$0.77
BSS Special	CX9, PRO	NFV	Yes	Yes	0.30	5.53	N/A	(Miles x \$0.30)+(Trips x \$5.53)
BSS Special	CX9, PRO	OPT	No	Yes	0.00	5.53	Actual Cost	Actual Taxi Cost+ (Trips x \$5.53)
BSS Special	CX9, PRO	RTP	Yes	Yes	0.68	5.53	N/A	(Miles x \$0.68)+(Trips x \$5.53)
BSS Regular	ELD, LOW, RX8,FX8	NFV	Yes	Yes	0.30	5.53	N/A	(Miles x \$0.30)+(Trips x \$5.53)
BSS Regular	ELD, LOW, RX8,FX9	OPT	No	Yes	0.00	0.00	Actual Cost	No Charge
BSS Regular	ELD, LOW, RX8,FX10	RTP	Yes	Yes	0.68	5.53	N/A	(Miles x \$0.68)+(Trips x \$5.53)
City of Portland Shopping Program	CDA	RTP	Yes	Yes	0.23	0.00	N/A	Miles x \$0.23
CDS Norway	CDN	NFV	Yes	Yes	0.46	0.00	N/A	Miles x \$0.46
CDS Norway	CDN	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
CDS Norway	CDN	RTP	Yes	Yes	0.77	0.00	N/A	Miles x \$0.77
CDS Cumberland County	CDS	NFV	Yes	Yes	0.46	0.00	N/A	Miles x \$0.46
CDS Cumberland County	CDS	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
CDS Cumberland County	CDS	RTP	Yes	Yes	0.77	0.00	N/A	Miles x \$0.77
Disability Determination Services	DIS	NFV	Yes	Yes	0.46	0.00	N/A	Miles x \$0.46
Disability Determination Services	DIS	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Disability Determination Services	DIS	RTP	Yes	Yes	0.77	0.00	N/A	Miles x \$0.77
BDS - ADR Transportation	ADR	NFV	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
BDS - ADR Transportation	ADR	OPT	No	Yes	N/A	2.00	Actual Cost	Trips x \$2.00
BDS - ADR Transportation	ADR	RTP	Yes	Yes	0.00	2.00	N/A	Trips x \$2.00
BDS - DMR Transportation	DMR	NFV	Yes	Yes	0.46	0.00	N/A	Miles x \$0.46
BDS - DMR Transportation	DMR	OPT	No	Yes	N/A	0.00	Actual Cost	Actual Taxi Cost
BDS - DMR Transportation	DMR	RTP	Yes	Yes	0.77	0.00	N/A	Miles x \$0.77
Foster Grandparents	FG	NFV	Yes	Yes	1.00	0.00	N/A	Miles x \$1.00
Foster Grandparents	FG	OPT	No	Yes	N/A	0.00	Actual Cost	Actual Taxi Cost
Foster Grandparents	FG	RTP	Yes	Yes	1.00	0.00	N/A	Miles x \$1.00
Mental Health	MH	NFV	Yes	Yes	0.30	5.53	N/A	(Miles x \$0.30)+(Trips x \$5.53)
Mental Health	MH	OPT	No	Yes	0.00	0.00	Actual Cost	Actual Taxi Cost
Mental Health	MH	RTP	Yes	Yes	0.68	5.53	N/A	(Miles x \$0.68)+(Trips x \$5.53)
BIW / Commuter Transportation	BIW, COM	RTP	Yes	Yes	1.00	0.00	N/A	Miles x \$1.00
Public Relations	PR	NFV	Yes	Yes	0.00	0.00	N/A	Free Transportation

**Regional Transportation Program, Inc.
Paratransit Software**

**REQUEST FOR PROPOSAL
No. 001**

Agency	Bill Code	Carrier	Track Mileage	Track Trips	Rate Per Mile	Rate Per Trip	Taxi Rate	Total Trip Cost
Public Relations	PR	OPT	No	Yes	N/A	N/A	Actual Cost	Free Transportation
Public Relations	PR	RTP	Yes	Yes	0.00	0.00	N/A	Free Transportation
St Joseph's Manor (Nursing Home)	STJ	NFV	Yes	Yes	0.92	0.00	N/A	Miles x \$0.92
St Joseph's Manor (Nursing Home)	STJ	OPT	No	Yes	N/A	N/A	Actual Cost	Actual Taxi Cost
St Joseph's Manor (Nursing Home)	STJ	RTP	Yes	Yes	0.92	0.00	N/A	Miles x \$0.92
Seaside Nursing Home	SEA	NFV	Yes	Yes	0.92	0.00	N/A	Miles x \$0.92
Seaside Nursing Home	SEA	OPT	No	Yes	N/A	N/A	Actual Cost	Actual Taxi Cost
Seaside Nursing Home	SEA	RTP	Yes	Yes	0.92	0.00	N/A	Miles x \$0.92
South Portland Nursing Home	SPN	NFV	Yes	Yes	0.92	0.00	N/A	Miles x \$0.92
South Portland Nursing Home	SPN	OPT	No	Yes	N/A	N/A	Actual Cost	Actual Taxi Cost
South Portland Nursing Home	SPN	RTP	Yes	Yes	0.92	0.00	N/A	Miles x \$0.92
Welfare-To-Work	WTW	FAM	Yes	Yes	0.48	0.00	N/A	Miles x \$0.48
Welfare-To-Work	WTW	NFV	Yes	Yes	0.48	0.00	N/A	Miles x \$0.48
Welfare-To-Work	WTW	OPT	No	Yes	N/A	N/A	Actual Cost	No Charge
Welfare-To-Work	WTW	RTP	Yes	Yes	0.68	5.53	N/A	(Miles x \$0.68)+(Trips x \$5.53)

Note: The RSDS must permit RTP staff to set up new codes and to change existing codes & costing structures (rates).

- Carrier FAM = Passenger Mile
- Carrier NFV = Vehicle Mile
- Carrier OPT = Actual Cost
- Carrier RTP = Passenger Miles

The use of \$1.00 in the rate per mile is just a filler number. We do not charge for mileage in those instances; however, we still need to track miles and show costs.

5.4 Source Code Escrow Agreement

ESCROW AGREEMENT dated as of this ___ day of ___, 2002, by and among ___, organized and existing under the laws of the State of ___, and having its principal place of business at ___ (hereinafter "Licensor"); Regional Transportation Program, Inc., organized and existing under the laws of the State of Maine and having its principal place of business at 127 St. John Street, Portland, ME (hereinafter "RTP"); and ___, organized and existing under the laws of the State of ___ and having its principal place of business at ___ (hereinafter the "Escrow Agent").

WITNESSETH:

WHEREAS, the Licensor and RTP have entered into a software agreement (hereinafter "License Agreement") dated ___, a copy of which is appended hereto and made a part hereof, pursuant to which the Licensor has licensed to RTP certain computer software, including all updates, improvements, and enhancements thereof from time to time developed by the Licensor, and such additional program changes as RTP may order from the Licensor from time to time, and all documentation therefore developed by the Licensor (hereinafter collectively referred to as the "Product"); and

WHEREAS, it is the policy of the Licensor not to disclose the source codes and related documentation (hereinafter collectively referred to as the "Source Code") for the Product to its customers except as provided in an applicable Escrow Agreement; and

WHEREAS, Licensor and RTP agree that upon the occurrence of certain events described in Section 3(a) below, RTP shall be able to obtain the Source Code and all revisions

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Licensor, RTP, and the Escrow Agent hereby act and agree as follows:

1. Deposits

The Escrow Agent, as a safekeeping escrow agent, agrees to accept from the Licensor the Source Code. The Escrow Agent will issue to the Licensor a receipt for the Source Code upon. The Source Code held by the Escrow Agent shall remain the exclusive property of the Licensor, and the Escrow Agent shall not use Source Code or disclose the same to any third party except as specified herein. The Escrow Agent will hold the Source Code in safekeeping at its offices herein above indicated unless and until the Escrow Agent receives notice pursuant to the terms of this Agreement that the Escrow Agent is to deliver the Source Code to RTP or Licensor, in which case the Escrow Agent shall deliver the Source Code to either Licensor or RTP pursuant to the provisions of this Escrow Agreement.

2. Representations of Licensor to RTP

Licensor represents and warrants to RTP that:

- a. The material described in the attached Schedule A constitutes the Source Code and documentation for the Product licensed to RTP pursuant to the License Agreement.
- b. The Source Code delivered to the Escrow Agent is in a form suitable for reproduction by computer and/or photocopy equipment, and consists of a full

source language statement of the program or programs comprising the Product and complete program maintenance documentation, including all flow charts, schematics, and annotations which comprise the pre-coding detailed design specifications, and all other material necessary to allow a reasonably skilled third party programmer or analyst to maintain or enhance the Product without the help of any other person or reference to any other material.

- c. The Licensor will promptly supplement the Source Code with all revisions, corrections, enhancements, or other changes so that the Source Code constitutes a human-readable program for the then current release of the Product.

3. Notice of Default

- a. The Licensor shall be deemed to be in default of its responsibilities to RTP if: the Licensor is not able, at any time during the performance of Contract No. __, to continue the contract for any reason, including, but not limited to, termination for non-performance; default in performance; or sale, assignment, or transfer .of ownership of Contract No. __ without the written authorization of RTP; or
- b. the Licensor is unable, at any time during the warranty period specified in the License Agreement, to correct any malfunction, defect, or nonconformity in any Product which prevents such Product from functioning in accordance with the applicable specifications documentation, performance criteria, and other warranties and descriptions provided in the License Agreement, within __ business days after RTP's notification to Licensor specifying, in reasonable detail, how the Product fails to conform; or the Licensor, or
- c. is unable to discharge any of its maintenance obligations with respect to any Product in accordance with the warranties or other standards for such maintenance set forth in any software maintenance agreement from time to time in effect between the Licensor and RTP, within business days after RTP's notification specifying in reasonable detail how the Product is not being maintained properly; or
- d. the sale, assignment, or other transfer by the Licensor, without the prior written consent of RTP, of such of the Licensor's rights in the Product as would prevent the Licensor from the discharge of its obligations with respect to the performance of the Product under the License Agreement during the warranty period, or from the discharge of its maintenance obligations with respect to the Product under any software maintenance agreement from time to time in effect between Licensor and RTP; or
- e. the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers, or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise, and RTP has compelling reasons to believe that such event(s) will cause Licensor to fail to meet its requirements under Contract No. __, or warranty and maintenance obligations in the foreseeable future.
- f. RTP shall give written notice (the "Notice of Default") to the Escrow Agent of any default by the Licensor. The Notice of Default shall, at the minimum, (i) be

labeled "Notice of Default," (ii) identify the License Agreement and this Escrow Agreement, (iii) specify the nature of the default, (iv) identify the Source Code with specificity, and (v) demand the delivery of the Source Code to RTP.

- g. Upon receipt of the Notice of Default, the Escrow Agent shall send a copy thereof to the Licensor by certified or registered mail, postage prepaid, return receipt requested. If the Licensor desires to dispute the Notice of Default, the Licensor shall, within days after the receipt of the copy of the Notice of Default from the Escrow Agent, deliver to the Escrow Agent an Affidavit stating that no default has occurred, whereupon the provisions of Paragraph 5 hereof will become applicable. If the Escrow Agent receives the Affidavit within said days, the Escrow Agent shall send a copy to RTP by certified or registered mail, return receipt requested, and the Escrow Agent shall continue to hold the
- h. Source Code in accordance with this Escrow Agreement. If the Escrow Agent does not receive the Affidavit within said days, the Escrow Agent is authorized and directed to deliver the Source Code to RTP.

4. Notice of Termination

Upon the termination of the License Agreement for reasons other than non-performance or default on Contract __, failure to perform the warranty provisions or other events as more completely described in paragraph 3 herein, the Licensor may obtain the return of the Source Code by furnishing written notice of the termination, agreed to by authorized and notarized signature of RTP.

5. Disputes

- a. In the event that Licensor files the required affidavit with the Escrow Agent in the manner and within the time period set forth in Paragraph 3(c) hereof, or if RTP shall fail to agree that the License has been terminated, the Escrow Agent shall not release the Source Code to either party except in accordance with (i) a mediation agreement as hereinafter provided; (ii) receipt of an agreement with authorized and notarized signatures of both Licensor and RTP, authorizing the release of the Source Code to one of the parties; or (iii) a final decision by the __ County Superior Court.
- b. Disputes arising under this Agreement shall be referred immediately to mediation. The mediation shall be conducted in Portland, Maine. The Escrow Agent shall give prompt effect to any authenticated mediation agreement, notwithstanding the right of either party to seek, in __ County Superior Court, enforcement or a stay of the mediation agreement based solely upon the failure of either party to comply with the mediation agreement.
- c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

6. Payment to Escrow Agent

As payment for its services hereunder, the Escrow Agent shall receive a fee in an amount agreed to by both parties or, if there is no agreement, in an amount specified by the arbitration panel, to be paid by the Licensor.

7. Termination

This Escrow Agreement shall terminate on the delivery of the Source Code to either party in accordance with the terms of this Agreement.

8. Waiver, Amendment, or Modification; Severability

This Escrow Agreement shall not be waived, amended, or modified except by written agreement of all the parties hereto. Any invalidity in whole or in part, of any provision of this Escrow Agreement shall not affect the validity of any other of its provisions.

9. Notices

All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses as provided in Contract No. ___

10. Limitation on Escrow Agent's Responsibility and Liability

- a. The Escrow Agent shall not be obligated or required to examine or inspect the Source Code, or any of the Additions. The Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its customers lodged in the same location with appropriate atmospheric or other safeguards. However, the parties agree and acknowledge that the Escrow Agent shall not be responsible for any loss or damage to any of the Source Code due to changes in such atmospheric conditions, unless such changes are proximately caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents, or assigns.
- b. The Escrow Agent shall be protected when acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.
- c. In no event shall the Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or intentional misconduct. The Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless in writing received by it, and, if its duties are affected, unless it shall have given its prior written consent thereto.
- d. The parties to this Agreement hereby jointly and severally indemnify the Escrow Agent against any loss, liability, or damage, other than any caused by the gross negligence or intentional misconduct of the Escrow Agent, its employees, agents and assigns, including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the year and date first above written.

Licensors:

Attest: _____ By: _____

(SEAL)

RTP, Inc.:

Approved as to form:

RTP, Inc. Counsel

Attest: _____ By: _____

(SEAL)

Escrow Agent:

Escrow Agent

Attest: _____ By: _____

(SEAL)

5.5 Proposal Response Form

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read RTP's Request for Proposal and has authority to submit the following. The Proposer understands that, in addition to this Proposal Response Form, the RFP and the Proposer's Technical and Cost Proposals and supporting documents constitute parts of their response and are incorporated herein by reference. Proposer acknowledges that RFP Addenda numbers __ through __ have been delivered and have been taken into account as part of this solicitation.

Proposer hereby designates the person identified below as the contact for additional information about our response.

Name: _____

Telephone No: _____

Fax No: _____

E-mail Address: _____

Internal Revenue Service (IRS) Reporting Requirements

Check one: Corporation; Partnership; Sole Proprietor; Other

State of Incorporation: _____

Provide one:

Federal Tax Number: _____

Social Security Number: _____

Identify:

UBI Number _____

Business License Number: _____

What is the official name registered with the IRS for this number? _____

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Authorized Signature: _____

5.6 Certification of Proposed Contractor Regarding Debarment, Suspension, and other Responsibility Matters

(for Contracts totaling over \$100,000)

(Contractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

- 1 Have not within a three year period preceding this proposal 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 2 Are 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 enumerated in paragraph (2) of this certification; and
- 3 Have not within a three year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _____, 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. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

5.7 Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: <input type="checkbox"/></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/></p> <p>a. proposal/offer/application b. initial award c. post-award</p>	<p>3. Report Type: <input type="checkbox"/></p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i></p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, <i>if necessary</i>)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, MI):</p>	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:</p> <p>_____</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____</p>		
<p>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)</p>		

15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____</p> <p>Print _____ Name: _____</p> <p>Title: _____</p> <p>Telephone _____ No.: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>

Approved by OMB

0348-0048

5.8 Certification Regarding Lobbying

I, _____ (Name and Title of Authorized Official), hereby certify on behalf of _____ (Subcontractor) that:

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

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

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature and Title of Authorized Official

5.10 Designation of Subcontractors

Bidder's Name: _____

Name(s) of Enterprise	DBE?	Description of Work/ Services/Supplies	Dollar Value

Authorized Signature

Date

5.11 Cost Proposal Worksheets

5.11.1 Labor Cost

The names of *at least* those key personnel for whom resumes are included must be filled in below. Add lines as needed to accommodate more names. Note that values for Estimated Hours, Hourly Rate and Cost may not be aggregated by team but must be supplied for each named individual.

	Estimated Hours	Hourly Rate	Cost
Labor			
Project Manager			

Installation/Configuration Team			

Technical Support Team			

Data Conversion Team			

Custom Reports Team			

Training Team			

Direct Costs
 (Travel, Per Diem, etc.)

Labor Subtotal

5.11.2 Software Cost

The software detailed here should include only those items to be supplied by the proposer.

RTP requires a perpetual license to the proposed software.

	Cost
Software (Contractor-provided)	
RSDS license/purchase fees (specify type and quantity of licenses) (specify incremental unit cost, if any)	
Other software (list all with costs)	
Software Subtotal	

5.11.3 Summary

Note that Section 2.5.2 specifies that refresher training shall be included in each Technical Support period.

	Cost
Summary	
Labor Subtotal	
Software Subtotal	
Technical Support period - Year 1	
Implementation Total	
Technical Support period - Year 2	
Technical Support period - Year 3	
Technical Support period - Year 4	
Technical Support period - Year 5	
Five-Year Total (Implementation Total plus four optional Technical Support periods)	

5.11.4 Options

See Section 1.2.7 for more information regarding RTP's future MDT/AVL requirement.

	Cost
MDT/AVL Interface	
License fee (specify incremental unit cost, if any)	
Labor	
Other costs (specify)	
MDT/AVL Total	

See Section 1.2.8 for more information regarding RTP's future IVR requirement.

	Cost
IVR Interface	
License fee (specify incremental unit cost, if any)	
Labor	
Other costs (specify)	
IVR Total	

If the proposed RSDS provides an optional web-based interface to allow riders to check and cancel scheduled rides, provide cost details below.

	Cost
Web-based Interface	
License fee (specify incremental unit cost, if any)	
Labor	
Other costs (specify)	
Web-based Interface Total	

5.11.5 Payment Schedule

Include below a proposed schedule of payment milestones, in accordance with these requirements:

1. No Milestone may precede acceptance by RTP of the final Work Plan.
2. If billed separately, no license fees may be billed prior to Final Acceptance (as defined in Section 4.2.22).
3. No more than 60% of the total contract value may be paid prior to Final Acceptance (as defined in Section 4.2.22).

	\$ or % of Total
Proposed Payment Milestones	
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	
6. Final Acceptance	40%
Total	

5.12 Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, Regional Transportation Program, Inc., herein called "RTP" has entered into Contract No. _____ with _____ called Principal for _____ and;

WHEREAS, said Principal is required under the terms of Contract No. _____ to furnish a bond of faithful performance of the Contract;

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound to RTP, in the penal sum of _____ (\$_____) lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if the above bonded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as provided in the Contract, on his part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of _____ (\$_____) being not less than one hundred percent (100%) of the total amount payable to RTP under this Contract, shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the Principal makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects RTP from cost and damage caused by same, then the obligation in the sum of _____ (\$_____) shall become null and void, otherwise it shall remain in full force and virtue.

In the event that RTP, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum specified herein above, we agree to pay to RTP, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

Maine law shall govern the interpretation of this bond.

To be considered complete, both the Proposer and an admitted Surety insurer authorized by the Maine Insurance Commissioner to transact surety business in the State of Maine must sign this Performance bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this _____ day of _____, 2002, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

5.13 Payment Bond

KNOW ALL PESONS BY THESE PRESENTS, that _____, called the Principal, and _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____, in the State of _____, and authorized to do business in the State of Maine, herein called Surety, are held and firmly bound unto the Regional Transportation Program, Inc. hereinafter called "RTP" or "Obligee" in the sum of _____, (\$_____) being not less than forty percent (40%) of the total amount of the Contract price, lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for _____ and said Principal is required under the terms of said Contract No. ____ to furnish a bond securing payment of claims to which reference is made in Section ____ of the Maine Civil Code.

NOW, THEREFORE, if said Principal or any of its subcontractors fails to pay any of the persons named in Section ____ of the Maine Civil Code, or the amounts due under the Maine Unemployment Insurance Code with respect to work performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Maine Employment Development Department from the wages of the Contractor and his subcontractors pursuant to Section ____ of the Maine Unemployment Insurance Code with respect to such work and labor, the Surety will pay same, in the amount not exceeding the sum specified in this bond, and will also pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any persons named in Section ____ of the Maine Civil Code so as to give a right of action to such persons or to their assigns in any suit brought upon this bond.

This bond is given to comply with Sections ____ and ____ of the Maine Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said codes, all acts amendatory thereof, and all other statutes referred to therein, including Section ____ of the Maine Civil Code.

The Surety, for the value received, hereby agrees that no extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or to the specifications incorporated therein shall impair or effect its obligations and to its bond and hereby waives notice of any such change, extension of time, alteration or addition.

Maine law shall govern the interpretation of this bond.

To be considered complete, both the Proposer and an admitted Surety insurer authorized by the Maine Insurance Commissioner to transact surety business in the State of Maine must sign this Payment bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this _____ day of _____, 2002, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

5.14 Sample Contract

This AGREEMENT is made and entered into this ____ day of _____ 2002 by and between the Regional Transportation Program, Inc. (herein called "RTP"), and

(herein called Contractor)

RECITALS

RTP desires to replace the existing ParaPro software system, and

The services required for the Project cannot be performed satisfactorily by the employees of RTP; and

The parties hereto now wish to enter into an agreement pursuant to which CONTRACTOR will render services in connection with the Project as hereinafter provided.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish RTP all labor, equipment, supplies, material and services as specified in and in full accordance with the Scope of Work as issued by RTP and as described in Contractor's Proposal No. _____ dated _____.

2. TERM OF AGREEMENT

Contractor shall commence providing services on _____ and shall complete the work not later than _____.

3. COMPONENT PARTS OF AGREEMENT

This Agreement shall consist of the following documents, each of which is on file with RTP, and is incorporated into and made a part of this Agreement by reference:

- A. This Agreement.
- B. The Request for Proposal issued by RTP and any addenda thereto.**
- C. Any written memorandum resulting from negotiations between the parties.
- D. Contractor's proposal which, when not in conflict with the Specifications, establishes a superior set of requirements for the work.

4. CONTRACT PRICE

Contractor shall provide all of the Software and Services specified in this Agreement at not to exceed a total contract price of \$ _____. The amount shall include all costs for labor, materials, tools, equipment, services, freight, insurance, travel expenses, overhead profit, and all other costs incidental to the performance of the services specified under this Agreement.

5. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

6. BINDING EFFECT

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the parties hereto and their respective successors, assigns and legal representatives.

7. NOTICE

Any notices, which may be required under this, Agreement shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses which may be specified in writing to all parties hereto.

RTP: Regional Transportation Program, Inc.
 Mr. Jon McNulty
 Executive Director
 127 St. John St.
 Portland, ME 04102-3072

And:

CONTRACTOR:

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

9. ADDITIONAL ACTS AND DOCUMENTS

Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

10. INTEGRATION

A. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof, and all such Agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral Agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

- B. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

12. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any right, title, or interest in or to the same or any part thereof without prior consent of RTP.

13. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any provisions of the contract, the parties agree that the court having jurisdiction over such disputes shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

FOR REGIONAL

FOR THE CONTRACTOR:

TRANSPORTATION PROGRAM, INC:

Jon B. McNulty

(Print Name)

Executive Director

Approved as to form:

(Signature)

(Title)

RTP Counsel