REQUEST FOR PROPOSALS
FOR

#2017-25 SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE

September 20, 2017

Questions Due:
October 6, 2017, at 12:00 p.m.

PROPOSALS DUE:
October 19, 2017, at 11:00 a.m.
2425 NE 65th Avenue ~ PO Box 2529
Vancouver, WA 98661 ~ 98668-2529

Contact Person:
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Procurement Coordinator
PO Box 2529
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1 GENERAL INFORMATION

1.1 Introduction

The Clark County Public Transportation Benefit Area (dba C-TRAN) is requesting proposals from proposers interested in providing a Scheduling and Operations Management Software solution.

This Request for Proposals (RFP) outlines a description of the services sought and the required documents interested proposers will be expected to submit. All requested information shall be submitted in the format required by 11:00 a.m. (local time), Thursday, October 19, 2017. Any responses received after the deadline will not be considered.

Proposals will be reviewed and ranked by the evaluation team as outlined in this RFP. The final decision regarding Contract Award will be made by the C-TRAN Board of Directors in an open public meeting. It is anticipated a Contract will be awarded on December 12, 2017.

For its own best interests, C-TRAN reserves the right to accept or to reject any and all proposals subject to regulations governing Department of Transportation (DOT) assisted purchases.

1.2 Agency Background

C-TRAN provides transit services throughout its specified service area boundaries in Clark County, Washington, and to Portland, Oregon. C-TRAN's service area population is approximately 372,634 persons in an area of 141 square miles.

C-TRAN was approved by the Clark County voters in November 1980, and became operational in April 1981. C-TRAN provides fixed route bus service between the following cities and incorporated areas: Vancouver, Camas, Washougal, Battle Ground, Ridgefield, La Center, and Yacolt, Washington and Portland, Oregon.

C-TRAN's ridership has grown steadily as additional equipment and facilities have been placed into service and public awareness of mass transit has increased. In 2016, C-TRAN's total ridership reached approximately 5,591,464 passengers.

C-TRAN is a municipal corporation of the State of Washington and is governed by a Board of elected officials representing Clark County, City of Vancouver, East County, and North County cities and towns.

1.3 Anticipated RFP Evaluation Schedule

The following timeline is the anticipated Schedule for the RFP process. C-TRAN reserves the right to change the dates as it deems necessary.

RFP Advertised	September 20, 2017
Questions Due	October 6, 2017at 12:00 p.m.
Issue Final Addendum	October 12, 2017
Proposals Due	October 19, 2017 at 11:00 a.m.
Evaluation Meeting	Week of October 23rd
Interviews (if required)	Week of November 6th
Best and Final Offer Due	Week of November 6th
Board Meeting/Award Recommendation	December 12, 2017
Contract Protest Period Ends	December 19, 2017
Notice to Proceed	January 2, 2018

1.4 Reimbursement

C-TRAN will not reimburse Proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate C-TRAN to accept or contract for any expressed or implied services.

1.5 Cooperative Purchasing

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without C-TRAN incurring any financial or legal liability for such purchases. C-TRAN agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that C-TRAN is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this Invitation and such contract in accordance with RCW 39.34.040.

1.6 Proposals Become Public Records

During the Evaluation Process, C-TRAN treats all proposals with the highest level of confidentiality; however, once the Evaluation Process has been completed and a Contract is awarded, the entire Procurement becomes public information and subject to the Washington State Public Disclosure Act (RCW 42.17). Any proprietary information revealed in the proposal should therefore be clearly identified as such. C-TRAN will notify any Proposer before releasing the proprietary information to any request for public records. If the Proposer believes its records are exempt from disclosure, it is the Proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure.

It is the Proposer's discretionary decision whether to file such a lawsuit. However, if the Proposer does not timely obtain and serve an injunction, C-TRAN will disclose the records, in accordance with applicable law.

1.7 Nondiscrimination

C-TRAN, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 200d-4, and Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT issued pursuant to such Act, herby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit a proposal in response to this request and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

1.8 Procurement Protest Procedure

Proposers or third parties who can demonstrate a substantial economic interest may protest C-TRAN's decision regarding (1) a provision of the RFP or (2) Contract Award. All communication concerning a protest shall be in writing and will be open for public inspection.

The following timelines apply when submitting a protest:

- Protests regarding pre-bid actions shall be filed no later than seven (7) days before proposal opening or closing date for the receipt of proposals.
- Protests regarding alleged improprieties apparent upon proposal due date shall be filed no later than five (5) days after the proposal due date.
- Protests regarding Contract Award shall be filed no later than five (5) days after Contract Award by C-TRAN's Board of Directors or notice of apparent successful proposer, whichever is earlier.

Copies of C-TRAN's protest procedures may be requested from the Procurement Coordinator at procurement@c-tran.org.

2 GENERAL REQUIREMENTS

2.1 Inquiries on RFP

Questions on this RFP should be addressed either in writing to the Procurement Coordinator at the above U.S. Postal address, or via e-mail to procurement@c-tran.org. The C-TRAN Procurement Coordinator shall be the single point of contact during the entire solicitation process until Contract Award. Contact with other C-TRAN personnel, committee members, and/or consultants will not be permitted during the solicitation process.

Any changes or clarifications to the information provided herein shall be reduced to writing and will be furnished to all prospective Proposers as addenda to this RFP.

Questions must be submitted by 12:00 p.m., Friday, October 6, 2017. Any questions and concerns submitted after the specified time will be addressed at the discretion of C-TRAN's Procurement Coordinator.

2.2 Submittal of Proposals

One (1) original, clearly marked, seven (7) copies, and one (1) electronic copy of the proposal must be furnished to C-TRAN at the time and place specified above. The electronic copy may be furnished on CD or flash drive.

Sealed proposals will be received by C-TRAN up to the hour of **11:00 a.m., Thursday, October 19, 2017**. Proposals delivered later will not be accepted. C-TRAN is not responsible for delays in delivery.

All proposals shall be placed in a sealed envelope, which is clearly marked "RFP #2017-25 SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE". **Proposals by fax or e-mail will not be accepted.**

Proposals shall have the name and address for delivery as follows:

Hand Delivery or Commercial Carrier Services:
C-TRAN
Attn: Procurement Coordinator
2425 NE 65th Avenue
Vancouver, WA 98661
RFP #2017-25 SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE

OR:

U.S. Postal Delivery:
C-TRAN
Attn: Procurement Coordinator
PO Box 2529
Vancouver, WA 98668-2529
RFP #2017-25 SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE

C-TRAN makes no provision for specifically collecting mail from its post office box prior to the deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at the post office or commercial carrier service before the actual due date and time. C-TRAN shall not be liable for checking the post office box immediately prior to the time of opening.

2.3 Addenda to RFP

C-TRAN reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by C-TRAN and posted to our Web site. It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained from C-TRAN'S Procurement Bid and Opportunities page, https://www.c-tran.com/about-c-tran/business/procurement/. C-TRAN accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for Addendums and submit inadequate or incorrect responses.

2.4 Validity Period

The proposal shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a Contract, for a period of at least 90 days and shall contain a statement in the proposal's Letter of Transmittal to that effect.

3 SCOPE OF SERVICES REQUIRED

3.1 Introduction

The Clark County Public Transportation Benefit Area (dba C-TRAN) is requesting proposals to replace the existing Scheduling and Operations Management Software. C-TRAN currently has 466 employees in seven (7) different departments. The table below shows the breakdown of employees in each department.

C-TRAN Department	Number of Employees
Executive	7
Technology	8
Finance & Budget	8
Human Resources & Labor Relations	6
Planning, Development & Public Affairs	8
Maintenance & Project Control	
Administration & Management	11
Fleet Maintenance	44
Facility Maintenance	8
Inventory	5
Operations	
Administration & Management	42
Customer Service	19
Fixed Route Operators	213
Paratransit Operators	87
Total Positions	466

The Operators belong to the Amalgamated Transit Union (ATU) Local No. 757. The Collective Bargaining Agreement (CBA) for ATU 757 can be found in Appendix B.

C-TRAN currently operates 111 Fixed Route buses on 32 routes Monday through Friday, 23 routes on Saturday, and 22 routes on Sunday. These routes carry 5.3 million passengers over approximately 3.8 million miles yearly throughout Clark County, Washington. C-TRAN also operates 59 Paratransit buses, on 49 routes Monday through Friday, 25 Routes on Saturday, and 28 routes on Sunday. The Paratransit services operates with 59 buses, and carries approximately 250,000 passengers over 1.1 million miles annually. Appendix C is a map of C-TRAN's Service Area. Additional information regarding C-TRAN routes and service can be found at www.c-tran.com.

In addition to the services described above, C-TRAN has 25 nonrevenue vehicles used for Maintenance, Facilities, and Staff vehicles.

It is desired to have the implementation of daily scheduling, timekeeping, and dispatching functions be completed by June 30, 2018. The remaining systems should be fully implemented by December 31, 2018. This schedule is subject to negotiation and discussions with the Proposers, any alternate implementation schedule must be submitted with the proposal per Section 4.4.

3.1.1 Current Software Applications and Operating Systems

The table below is a list of C-TRAN's current software applications and operating systems. These software applications and operating systems are utilized by the operations department and may require integrations with the proposed solution. This list is not comprehensive and additional integrations may be required.

Software Application	Purpose	Current Version	Next Anticipated Change
Oracle Database	Back end for CAD/AVL	11.1	No upgrade plans
MS SQL Servers	Database	2005 to 2014r2	2016 as vendors certify platform
Microsoft Dynamics GP 2015 R2	GL, AP, AR, Fixed Assets, Purchase Orders, Payroll, Human Resources, Time Entry	Microsoft Dynamics GP 2015 R2	Upgrading to Microsoft Dynamics GP 2018 in 2019
Trapeze Enterprise Asset Management (EAM)	Maintenance Costing, Inventory, Maintenance Assets, Fuel	Version 15	Upgrading to version 16 in 2018
INIT Electronic Fare Payment System (Hop Fastpass™)	Electronic Fare Management	Various component versions, all up to date	INIT updates continuously
Origami Risk	Risk Management	Cloud solution (always current)	Cloud solution (always current)
Trapeze Paratransit Scheduling System (PASS)	Paratransit scheduling	Version 15	Upgrading to version 16 in 2017
INIT Automatic Passenger Counter (APC)	Passenger Boarding	Version 9	No upgrade plans
INIT Computer Aided Dispatch (CAD) and Automatic Vehicle Locater (AVL)	On-Time Performance of Transit Services	Various component versions, All up to date	No upgrade plans

Software Application	Purpose	Current Version	Next Anticipated Change
Enghouse Transportation Busline Interactive Voice Response (IVR)	Fixed route IVR	Version 3	Potentially replacing with proposed solution
Crystal Reports	Reporting	Version 9	Replacing with Microsoft SQL Server Reporting Services Version 2014
Customer Comment Module	Customer Comments	Home grown application - SQL 2005 backend	To be replaced with proposed solution
TrakStar	Employee Performance Management	r8.2017.07.15 Cloud solution (always current)	Cloud solution (always current)
AMAG Access Control System	Access Control	Professional Version 7	Upgrade in 2018
TMS	Fixed Route Scheduling	Version 5.6.4.3	To be replaced with proposed solution
Laserfiche	Enterprise Content Management	Implementation Pending	Implementation Pending

3.2 Scope of Work

C-TRAN seeks to purchase and implement a commercially configurable web based Scheduling and Operations Management solution. The proposed solution should provide C-TRAN with the ability to build or modify new routes, complete run cut and bidding processes, dispatch, maintain, and manage its operators and vehicles, and timekeeping functions. The proposed solution needs to be scalable in regard to the number of buses and operators that it can manage, as C-TRAN expects growth in both areas in the coming years.

A Project Manager should be assigned to the project that will be responsible for leading this effort and be the single point of contact for C-TRAN. It is anticipated that the successful Contractor will also provide all of the necessary implementation support, testing, training, etc., to ensure a successful software implementation and ongoing success of the software solution.

The following is a list and a brief description of the major modules, features, and components that are required:

1. Route Development
   The System shall allow interactions with the map functions within the software to select point/stop locations and sequentially place them in order in a route table establishing the latitude, longitude, and distance from the previous location. Points will be selected and added until a route is built or route modification is complete. Information for route length and estimated scheduled running time will be provided.

2. Build Routes
   The system shall allow users to define routes as a set of points, patterns, and/or stops. The system should also allow this to be done in a tabular, graphical, and geographic manner.

3. Build Schedules
   The system shall be capable of importing historical point-to-point running time data from real-time records, CAD/AVL, or other sources, to calculate suggested average running times and speeds between each pair of points on a pattern and on deadheads, for various days and time periods.

4. Build Blocks For Buses
   The system shall allow users to create vehicle blocks based on a user-defined "route", along with any interline options assigned to the route.

5. Run Cutting
   The system shall allow users to develop operator assignments from a pool of vehicle blocks. A series of changes to both blocks and runs may be necessary before optimum runs can be derived.

6. Bidding
   The system shall allow operators to select (Bid) which routes and times they want to work. This is done according to the CBA, currently Operators can bid a minimum of three (3) times per year. Additional bid periods may be scheduled throughout the year as deemed necessary by C-TRAN management. The system should allow unlimited bidding processes each calendar year.

7. Service Incidents and Interruptions
   The system shall allow for service incidents, including any deviations from regular scheduling, including bus breakdowns, delays, detours, and any other interruptions in service. The Selected Proposer is required to capture and save the incidents that require a bus and/or an operator change.

8. Daily Scheduling
   The system must be able to seamlessly access route schedules without having to perform complex interfaces to create a secondary database. Information required to provide full functioning operator and vehicle dispatching includes service group and

daily service exceptions or run variants. If and when modifications to the schedules are required, access to the route schedules must be seamless and able to handle changes with little to no effort.

9. Timekeeping
   This system shall allow for operator timekeeping, which is the process that converts the operators' daily transactions into time data to import into the payroll system.

10. Dispatching
    The system shall automate all the Dispatcher's duties that are mentioned in this Section. On a regular day, a Dispatcher's tasks include, at minimum, the following:

    a) Identifies unscheduled work;
    b) Assigns operators to open work;
    c) Manages extra-boards operators;
    d) Manages volunteer list operators;
    e) Records changes to work assignments;
    f) Places operators on the absence list;
    g) Provide dispatching functions in accordance with CBA work rules; and
    h) Be transaction-based or events-based.

11. Vehicle Assignments
    The system shall allow for a vehicle to be assigned to a run. The vehicle assignments can be done on a daily basis. The proposed solution should create efficiencies through automation.

12. Vehicle Availability
    The system shall automate the existing vehicle availability process by capturing the vehicles which have become available for service and send alert or notification to dispatchers.

13. Operator Automated Check-In and Check-Out
    The system shall allow operators to automatically Check-in and Check-out of their assignments. This automated check-in/check-out feature will be required to use the operator Access Control Card to indicate when they Check-In or Check-Out. This functionality will be required to work both on-site at the Dispatch window and at our transit centers.

14. Workforce Management
    The system shall allow the ability to manage efficiently the state of an operator (in-service, availability, volunteers, and other related information) for daily service. Also, workforce management enables managers and supervisors to effectively administer current operator policies.

The system shall monitor, record, and assist in the enforcement of C-TRAN's absence and discipline policies.

15. Customer Comments
    A module capable of capturing, sorting, and generating reports of customer contact records by, but not limited to, customer name, date, time of day, type of occurrence, route, type of service, employee name, investigator name, and form number.

16. Reports
    It is anticipated that the reporting functions of the solution will include both standard and customizable reports.

In addition to the standard functionality listed above, C-TRAN is interested in the following optional features:

1. Employee Self-Service
   The Employee Self-Service Module will enable employees to have access to information online, to view their daily work activity, access bid information, or schedule information online. The Self-Service Module should be fully integrated with the core dispatch application for seamless information transfer and be fully accessible for employees with disabilities as defined by the ADA Accessibility Guidelines.

2. Web Based Bidding
   A Web Based Bidding Module that allows operators to bid from work or from any C-TRAN workstation.

3. Automated Bidding
   The system shall provide an automated bidding module that allows operators to bid their regular work assignments, holidays, vacations, and hold downs using C-TRAN provided computers. The system shall allow for the bids to be based on seniority and remove from availability those items that have already been selected by others.

4. Performance and Profile
   The system shall allow for an operator's performance profile, which includes the tracking and monitoring of the operator's attendance, evaluation, absences, complaints, and commendations.

5. Interactive Voice Response
   The system shall allow for a public facing real time route information system for customers on next bus arrival times by Stop ID or Route ID.

Additional information regarding all of the functional and technical requirements for this Project is provided in Appendix A.

3.2.1 Compliance Matrix

The intent of the Compliance Matrix, Appendix A, is to help C-TRAN understand areas where the Proposer solution differs from the functional and technical criteria stated herein, where a more cost effective alternative may be considered, and what modifications to the technical criteria may be beneficial to C-TRAN. Please note there are several tabs contained within the Compliance Matrix document, each tab should be completed and submitted with the proposal.

C-TRAN expects that every Proposer will likely have some exceptions to the technical criteria, and encourages complete and thorough identification of those exceptions or areas where an alternative or partially compliant approach is being proposed. Unless a Proposal is judged to be materially noncompliant (i.e. fundamentally does not meet the technical criteria in numerous areas), the identification of noncompliances will not result in the Proposal being deemed non responsive. Noncompliances and their anticipated impact will however be considered in the evaluation and scoring process, and C-TRAN reserves the right to accept or reject any non or partial compliances.

Proposers are encouraged to reference specific sections and page numbers in the proposal that describe more fully the features called for in the Compliance Matrix. However, only the technical criteria language used in this document, the Contractor response codes, and/or specific alternative identified (if accepted) will be used as the basis for negotiating a final Contract with the preferred Proposer.

Compliance Matrix Response Codes

Response Code	Definition
F	**Fully Compliant** - Function or attribute provided fully complies with the technical criteria "Out-of-the-Box". Responses that are qualified by exceptions or limitations in the comments column shall be considered the equivalent of "N" (does not comply). No further explanation is required in the Compliance Matrix for any items marked with "F", though Proposers are free to elaborate if they so choose.
CO	**Complies with Configuration** - Proposers shall identify any instances where they meet the intent of the criteria, but with an alternative approach or specification. For all items listed as CO, the Proposer shall describe the reason for not being fully compliant, and shall provide suggested alternative criteria language to which they commit to fully comply in the comments column of the Compliance Matrix. The "CO" will be equivalent to a response of "N" to the original criteria if, in C-TRAN's opinion, the modification is so extensive as to change the intent of the original criteria, or if no alternative criteria is provided.
CU	**Custom Development** - Function or attribute requires a custom development to underlying code or requires a third party software integration to meet the requirement. The Proposer shall describe the reason for not being fully compliant, and shall provide/suggest alternatives to fully comply in the comments column of the Compliance Matrix. The "CU" will be equivalent to a response of "N" to the original criteria if, in C-TRAN's opinion, the development or integration to the third party software is so extensive as to change the intent of the original criteria, or if no alternative criteria is provided.
N	**Does Not Comply** - Proposer does not or cannot comply with the criteria. Explanation should be provided.

3.3 Payment Schedule

C-TRAN will make milestone payments based on deliverables identified in the Pricing Proposal. Upon successful completion of each task, the Contractor will bill C-TRAN for the work completed.

Payments for monthly support will be withheld as outlined in the Liquidated Damages Section if the system is not functioning as specified. The Contractor and C-TRAN will work diligently to correct the issues and once the issues have been resolved, withheld payments will be paid.

3.4 Time of Performance

The selected proposer shall provide services from the time of Contract Execution through the end of the Contract Term.

All required hardware and software for this Project shall be installed within 30 days after receipt of the Notice to Proceed.

The initial term of the Contract will be from approximately January 1, 2018 through December 31, 2022. Following the initial Contract Term, C-TRAN reserves the right to extend the Contract for five (5) additional one (1) year periods upon mutual agreement by both parties.

3.5 Liquidated Damages

Due to the nature and significance of the Work, the Contractor and C-TRAN agree that a failure to perform any portion of the Work likely will result in severe loss to C-TRAN. In addition, the Contractor and C-TRAN also agree that it is extremely difficult to fix actual damages that may result from such failure to perform any portion of the Work. Consequently, this Contract allows for certain Liquidated Damages, as set forth in this Section.

The Contractor's liability as to any single failure to perform that portion of the Work identified in this Section for which a Liquidated Damage is affixed, only is limited to and fixed at the percentage of Liquidated Damages provided herein. Assessment of Liquidated Damages does not constitute a waiver of C-TRAN's right to terminate the Contract for default for ongoing or systematic failures to perform the Work or any other failure to perform the Work for which C-TRAN has not assessed Liquidated Damages or not specifically identified herein. Any remedies proscribed by this Contract, in this Section or otherwise, shall be, at C-TRAN's sole discretion, cumulative and not alternative.

The C-TRAN Project Manager or designee will assess Liquidated Damages as they are reasonably identified. C-TRAN will give written notice to the Contractor. The Contractor must respond in writing within 30 calendar days for the response to be considered. The C-TRAN Project Manager or designee will make a final determination on the Liquidated Damages assessed based upon any information reasonably available to C-TRAN. The Contractor has no opportunity to appeal the assessment of Liquidated Damages or seek dispute resolution pursuant to any other provision of this Contract.

C-TRAN reserves the right, at its sole discretion, to allow extenuating circumstances to excuse the imposition of Liquidated Damages; under those circumstances, an excuse will not constitute precedent for any subsequent assessment of Liquidated Damages. The assessment of Liquidated Damages as provided under this Contract will in no way whatsoever relieve the Contractor of its obligations to provide the supplies and services required by the terms

of this Contract, and in no way constitutes a waiver of any other rights or remedies to C-TRAN provided in this Contract or as provided by law.

Liquidated Damages will be subtracted from any payment currently due to the Contractor or that may be become due to the Contractor in the future.

A. System Availability
   1. C-TRAN will assess Contractor for Liquidated Damages monthly at a rate of one (1) percent of the monthly support/maintenance payment for each month that the Contractor fails to meet the measured System Availability thresholds identified in the System Performance Section of the Functional and Technical Requirements, Appendix A. If subsequent months fail to meet System Availability thresholds then the rate will increase in proportion (for example, if two (2) months of failed availability, then two (2) percent damages, three (3) months would be three (3) percent, etc.).
   2. C-TRAN will assess Contractor for Liquidated Damages monthly at a rate of one (1) percent of the monthly support/maintenance payment for each day during that month that the system was unavailable for eight (8) or more hours. The calculation to be used for accessing this will be:

      1% x monthly support x # of days the system was unavailable
      Number of day in the month.

B. Unresolved Tickets
   1. C-TRAN will assess Contractor for Liquidated Damages monthly at a rate of one (1) percent of the monthly support/maintenance payment for each day during that month that ten (10) or more service tickets each remain unresolved for a period of 30 days or more.
   2. C-TRAN will assess Contractor for Liquidated Damages monthly at a rate of three (3) percent of the monthly support/maintenance payment for each day during that month that a service ticket remains unresolved for a period of 180 days or more. The calculation to be use for accessing this will be:

      3% x monthly support x # of days the system was unavailable
      # of day in the month

3.6 Licenses, Certificates, and Permits

The Contractor shall secure and maintain at its sole expense such licenses and permits as may be required to provide the services or supplies under this Contract, including, but not limited to, a license to do business in the State of Washington. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked, or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify C-TRAN's Procurement Coordinator immediately of such condition in writing.

4 PROPOSAL REQUIREMENTS

Proposers shall prepare a proposal simply and economically, providing a straightforward and concise description of qualifications and methods to satisfy all requirements of the RFP. Do not submit binders, brochures, or other attachments that have not been requested in the RFP document. Proposals shall be submitted either stapled or clipped together. If additional information is required, it will be requested after the review of the proposals. C-TRAN shall not be liable for any expense incurred in the preparation of proposals.

All proposals and submissions will become the property of C-TRAN and will not be returned to the Proposer.

Each proposal shall contain the following items:

4.1 General Proposal Requirements

1. A Letter of Transmittal signed by the party authorized to execute contracts on behalf of the Proposer. This letter should contain:
   a. Acknowledgement that the Proposer has the scheduling capability to perform the work and that the Proposer has the proper certifications and licenses to legally perform the duties required; and
   b. Any exceptions the Proposer has with C-TRAN's proposed Contract (Attachment C). If no exceptions are listed it will be assumed that the Proposer accepts all terms and conditions stated in the Contract.
2. General Information Sheet (Attachment A-1);
3. Table of Contents;
4. Summary of Proposal; and
5. Required Certifications (Attachments A-2 through A-5) must be completed and returned with the proposal:
   a. Ineligible Contractors;
   b. Conflicts of Interest;
   c. Lobbying; and
   d. Noncollusion.

4.2 Qualifications and Experience

The Proposer shall provide an introduction of the Proposer, and/or an introduction of all partner firms or subconsultants who may be involved in this Contract. Describe primary business experience of the Proposer, including length of time in business, ownership, the location of office(s), and other information Proposer might deem pertinent and introductory in nature. State whether the Proposer has any pending litigation, and state whether the firm has had any arbitration or litigation in the last five (5) years and the outcome of such arbitration or litigation.

The Proposer shall describe its history, experience, past projects, and performance which are similar in nature, scope, and complexity to that required by this RFP. The roles and responsibilities of each member of the Proposer's team (contractors, subcontractors, consultants, and suppliers) shall be described.

The Proposer shall provide a minimum of three (3) references for projects similar in Scope and Scale. For each reference, provide agency name, contact person, telephone number, and e-mail address. Describe locations, Scope of the Work, installed system cost, status (completed, in development, in testing, etc.), and year of final acceptance for each reference. C-TRAN reserves the right to contact references to verify information and to investigate past performance.

Proposers shall provide a Project Organization Chart, and shall describe the direct qualifications, experience, and training of key staff members with respect to projects of a similar nature, clearly indicating the role(s) of the person in the project and the amount of time they will be committed to the project. At a minimum, the qualifications of the Project Manager, Installation Manager, Lead Systems and Software Engineer/Developer, Lead Trainer, Quality Assurance/Quality Control Representative, and Operations and Maintenance Representatives shall be described.

4.3 Functional and Technical Requirements

The Proposer shall describe their understanding of the Scope of Services required, the overall technical architecture of the system, and how the proposed system fulfills the requirements of this RFP, including any major assumptions. The technical approach shall also describe any features unique to the Proposer's solution, as well as features that contribute to its scalability, robustness, ability to integrate with third party systems, ease of maintenance, and overall cost effectiveness.

The Proposer should identify to C-TRAN any limitations in the functionality of the software based on hardware that may be provided by C-TRAN noted in the technical requirements.

Proposers are required to submit a completed Compliance Matrix (Appendix A), including questionnaire, indicating compliance status offered relative to the technical criteria. A single response must be provided for each technical criterion in the Compliance Matrix, with supplemental information or explanation provided as needed. Please note there are several tabs contained within the Compliance Matrix document, each tab should be completed and submitted with the proposal. <u>Failure to complete the Compliance Matrix will render the proposal nonresponsive.</u>

4.4 Approach

The Proposer shall describe the proposed implementation approach to ensure adequate technical and administrative oversight over the work and to manage the Project Schedule

and Budget, including proposed procedures for technical and administrative communications between the Proposer and C-TRAN.

The Proposer shall provide a comprehensive description of the proposed documentation, testing, training, and installation procedures. Proposers shall describe the training that will be a part of the implementation and the expectations for facilities, personnel, access, assistance, etc. to be provided by C-TRAN. In addition, the Proposer should identify what users should participate in each training identified in Appendix A.

The Proposer shall provide in its response a Project Schedule showing the major activities, primary subactivities, milestones, and timelines required to implement the System. If the Proposer is unable to meet the timeline identified in Section 3.4, provide an alternative schedule. All project events and/or milestones, which the Proposer views as the responsibility of C-TRAN shall be clearly identified in the schedule.

The Proposer should describe how they would incorporate or introduce industry best practices to C-TRAN for consideration during the implementation of the proposed solution.

In addition, the Proposer shall provide details on the proposed annual maintenance plan for this product. Information provided should include response times, escalation process, and services covered.

4.5 Price

Proposer shall provide a price for the proposed solution on the provided Price Proposal Form, Attachment B. If no quantity is provided on the Proposal Form, the Proposer should include their recommendation for the quantity in the space provided. Additional information should be provided with the pricing that explains the Proposer's justification for the quantity identified.

Pricing information should include a price for the base solution and additional pricing for available options. In addition, provide annual pricing for maintenance of the software provided.

In addition, if there are additional pricing elements not included in Attachment B, those should be noted on a separate sheet of paper and included with the Proposal.

Proposer shall also provide a schedule of fully burdened hourly rates, by labor category, for additional engineering, training, and/or technical support services that may be requested by C-TRAN as may from time to time be executed as a change.

5 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation Committee based on the following criteria:

CRITERIA	
Qualifications and Experience	20 points
Technical Requirements	40 points
Approach	20 points
Price	20 points
Total Points Available	**100 points**

5.1 Scoring Process

Proposals (including reference checks) will be scored based on the criteria and point system referenced above. If C-TRAN does not elect to conduct an interview process, the highest scoring proposer will be determined based solely on the scoring of the proposals.

If C-TRAN does move forward with an interview process, then the scoring for the selected Proposer will be based on the adjusted scores from the Proposal evaluation and the interview evaluation.

5.2 Interviews

Proposers who submit a proposal in response to this RFP may be required to attend an interview/demonstration or give an oral presentation of their proposal to C-TRAN. This provides an opportunity for the Proposer to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation.

The C-TRAN Procurement Coordinator will schedule the time and location of the interview or presentation. All interviews or presentations shall be held on site at a C-TRAN location, and all costs involved shall be the responsibility of the Proposer. Interviews or presentations are an option of C-TRAN and may or may not be conducted. A specific time schedule will be established after the proposals are received and reviewed.

6 C-TRAN GENERAL CONDITIONS

6.1 Approval by C-TRAN

The Work shall be executed under the direction and supervision of the C-TRAN Executive Director/CEO and his/her properly authorized agents, on whose inspection all work shall be accepted or condemned. The C-TRAN Executive Director/CEO shall have the full power to reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the RFP.

6.2 Modifications

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the Scope of Work or compensation shall be mutually agreed upon between C-TRAN and the Contractor as outlined below.

In the event C-TRAN orders changes from the Scope of Work described in the contract documents, increases or decreases in compensation shall be allowed for such changes in work. C-TRAN shall promptly notify the Contractor in writing by Contract Amendment of all changes in scope and/or amount for services. Amendments shall specify a cost limit. Contractor shall not commence work on any changes to the Scope of Services or exceed the amount of the Contract until a written authorization, identifying cost limit, is signed by C-TRAN's Executive Director/CEO and received by the Contractor. Furthermore, C-TRAN shall not be liable for any costs incurred prior to a duly authorized written authorization.

The C-TRAN Executive Director/CEO may at any time, by a written order and without notice to the sureties, make changes within the general scope of the final contract as related to this bid document, in the loss of work described in Part 4 of this RFP. Increases or decreases in compensation shall be allowed for such changes in Work according to the method defined in the "Terms of Payment" Section. Any claim by the successful proposer for adjustment under this clause may be asserted within 30 days of the date of receipt by the successful proposer of the notification of change, provided, however, that if the C-TRAN Executive Director/CEO decides that the facts justify such action, C-TRAN may receive and act upon any such claim asserted at any time prior to final payment under the Contract.

Granting of, or acceptance of, extensions of time to complete the Work or furnish the services requested will not operate as a release to the successful proposer (Contractor).

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of the C-TRAN Executive Director/CEO endorsed thereon or attached thereto.

6.3 Availability of Funds

C-TRAN has adequate funds to meets its obligations under this Agreement during the current fiscal year and intends to maintain this Agreement for the full period set forth.

C-TRAN has no reason to believe that lack of funding will render it unable to fulfill the financial commitment due under the terms of this Agreement; however, funding for subsequent fiscal periods shall be contingent upon actual appropriations for the following years.

It shall be understood that the availability of funds depends upon varied sources, including maintenance of tax levies and other governmental funding. If C-TRAN, at any time, fails to have adequate funds to provide all or a portion of the service described in this Agreement, the obligations under this Agreement are suspended on the date the vendor is notified of such occurrence.

The suspended obligations will become binding and enforceable from the date adequate funds are appropriated, regardless of the funding source.

6.4 Choice of Law

This Contract shall be governed by the laws of the State of Washington, and any action brought in regard hereto shall be brought in Clark County, Washington.

6.5 Prohibited Interest

C-TRAN's officers, employees, agents, or any family members of same shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. Additionally, no member, officer, or employee of C-TRAN during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

6.6 Independent Contractor

The Contractor shall be deemed an independent contractor for all purposes and the employees of Contractor or any of its contractors, subcontractors, and the employees thereof shall not in any manner be deemed to be the employees of C-TRAN.

As such, the employees of Contractor, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by C-TRAN, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation, or the like from C-TRAN.

6.7 Taxes

Unless otherwise provided in the contract documents, the Contractor shall pay all sales, use, and similar taxes, which are legally enacted at the time proposals are received and shall secure and pay for all permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the work.

The Contractor shall set forth, as a separate line item, all Washington State retail sales taxes or use taxes that may apply to contract proposal prices or other contract invoiced amounts. The separately itemized taxes shall include all taxes the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work, cost of which is invoiced to C-TRAN.

6.8 Indemnification

The Contractor shall indemnify, keep, and save harmless C-TRAN, its agents, officials, and employees, against all suit or claims that may be based on any injury to persons, including Contractor's employees, or damages to property that may occur in the course of the performance of the Contract by the Contractor, whether or not it shall be claimed that the injury or damage was caused by the negligence of C-TRAN, its officers, employees, or agents. Contractor shall, at its own expense, defend any and all such claims, including, but not limited to, payment of all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against C-TRAN in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. If the injured claimant is one of Contractor's employees, Contractor agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW. This indemnification clause has been mutually negotiated by Contractor and C-TRAN.

6.9 Duty to Inform

If at any time during the performance of this Contract or at any time in the future, Contractor becomes aware of actual or potential problems, fault, or defect in the Project, any nonconformance with any contract document or federal, state, or local law, rule, or regulation or has any objection to any decision or order made by C-TRAN, Contractor shall give prompt written notice thereof to C-TRAN. Any delay in or failure on the part of C-TRAN to provide a written response to Contractor shall neither constitute agreement with or acquiescence to Contractor's statement or claim, nor constitute a waiver of any of C-TRAN's rights.

6.10 Notices

All notices required to be given under the Contract shall be in writing and may be delivered personally or by regular, registered, or certified mail to C-TRAN's Project Manager as specified in the Contract.

6.11 Liability and Insurance

The Contractor shall agree to the following requirements relating to insurance coverage.

6.11.1 Liability Insurance

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state in which the Project is located, with an A.M. Best rating of A/VIII or better and reasonably satisfactory to Owner, such insurance as will protect Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All reinsurers that may be called upon to support or share in an insurer's obligations specified in connection with insurance required of the Contractor by the Contract Documents must also have an A.M. Best rating of A/IX or better.

1. Claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts which is applicable to Work to be performed;
2. Claims for damages, because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by a person as a result of an act or omission directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;
7. Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.19;
8. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
    a. Premises operations (including X, C, and U as applicable);
    b. Independent Contractor's protective;
    c. Products and completed operations;
    d. Personal injury liability with employment exclusion deleted;
    e. Contractual, including specific provision for Contractor's obligation under Subsection 4.3.17;
    f. Owned, nonowned, and hired motor vehicles;
    g. Broad form property damage including completed operations; and
    h. Umbrella excess liability.

The insurance required by Subsection 6.11.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

1. Comprehensive General Liability (Including Premises Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
   A. Bodily Injury:
      $1,000,000.00. Each occurrence.
      $1,000,000.00. Annual aggregate.
   B. Property Damage:
      $1,000,000.00. Each occurrence.
      $1,000,000.00. Annual aggregate.
   C. Products and completed operations to be maintained for three (3) years after final payment.
   D. Property Damage Liability Insurance shall provide X, C, or U coverage as applicable.

2. Professional Liability:
   $1,000,000.00. Each occurrence.

3. Personal Injury, with employment exclusive deleted: $1,000,000.00. Annual aggregate.

4. Comprehensive Automobile Liability:
   A. Bodily Injury:
      $1,000,000.00. Each person.
      $1,000,000.00. Each occurrence.

5. Umbrella Excess Liability:
   $1,000,000.00. Over primary insurance.
   $50,000.00. Retention for self-insured hazards. Each occurrence.

6. WA Stop Gap Liability:
   $1,000,000.00. Each occurrence

Certificates of Insurance and Endorsements acceptable to C-TRAN shall be filed with C-TRAN prior to commencement of the Work. These Certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be reduced, canceled, or allowed to expire until at least 30 days prior written notice has been given to C-TRAN. C-TRAN shall be included as an additional insured on all such policies. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The Contractor shall furnish one (1) copy of certificates of insurance herein required. The Contractor shall furnish to C-TRAN copies of any endorsements that are subsequently issued amending coverage or limits.

6.11.2 Workers' Compensation

The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the state in which the Contractor's employees are working, and in case any work is sublet, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor. Coverage for Contractor's employees must be afforded on a reciprocal basis when the employees are working in the State of Washington.

6.12 Penalty for Failure to Complete Contract

In case of failure on the part of the Contractor to complete the Contract, the Contract may be terminated, and in such event, C-TRAN shall complete such Contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under said Contract.

6.13 Excusable Delays

Except with respect to defaults of subcontractors, the Contractor shall not be considered in default by reason of any failure to perform in accordance with the Contract if such failure arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor(s), and if such default arises from causes beyond the control of both the Contractor and the subcontractor(s) and without the fault of negligence of either of them, the Contractor shall not be in default by reason of any failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were reasonably obtainable from other sources on similar terms and in sufficient time to permit the Contractor to meet the contract requirements.

Should the Contractor fail to perform because of cause(s) described in this paragraph, C-TRAN shall make a mutually acceptable revision in the Project Schedule.

6.14 Termination of Contract

6.14.1 Termination for Convenience

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

6.14.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the RFP, C-TRAN reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part for default.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

Any failure to make progress which significantly endangers performance of the Project within a reasonable time shall be deemed to be in violation of the terms of this Contract.

If it is later determined by C-TRAN that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, C-TRAN, after setting up a new Delivery or Performance Schedule, may allow the Contractor to continue work or treat the termination as a Termination for Convenience.

6.14.3 Opportunity to Cure

C-TRAN in its sole discretion may in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to C-TRAN's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract with ten (10) days after receipt by Contractor of written notice from C-TRAN setting forth the nature of said breach or default, C-TRAN shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude C-TRAN from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

6.15 Breaches and Dispute Resolution

6.15.1 Disputes

Disputes arising in the performance of this Contract, including, but not limited to, the Indemnification provision, which are not resolved by Agreement of the parties shall be decided in writing by the authorized representative of C-TRAN, unless the Consultant initiates the following internal appeal process. This C-TRAN decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to C-TRAN. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. If this appeal process fails then either party may pursue its remedies as set forth in Remedies below.

6.15.2 Performance During Dispute

Unless otherwise directed by C-TRAN, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

6.15.3 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 its employees, agents, or others for whose acts s/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 or damage.

6.15.4 Remedies

All claims, counterclaims, disputes, and other matters in question between C-TRAN and the Consultant arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which C-TRAN is located.

6.15.5 Rights and Remedies

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

6.16 Claims

Claims arising under this Contract shall be submitted in writing. C-TRAN shall respond to Contractor's claim within 45 calendar days of its receipt of the claim by either:

(1) Approving the claim;
(2) Denying the claim;
(3) Requesting necessary information from the Contractor to enable C-TRAN to resolve the claim within 45 calendar days of its receipt of the requested information; and
(4) Determining that the claim presents a disputed issue of fact, which must be resolved in accordance with the Disputes Section of this Contract.

Contractor agrees to consolidate any claim or dispute involving multiple parties involved in this Project and shall require the inclusion of the Disputes Section and this Section in other interrelated contracts to which they become a party in this Project.

6.17 Intellectual Property

In addition to any provisions regarding Rights in Data and Property as set forth in FTA Circular 4220.1F, the Proposer shall grant to C-TRAN a perpetual, irrevocable, nonexclusive, royalty free, and nontransferable right to use and reproduce any intellectual property provided or disclosed under this Project for the purpose of implementing, operating, and maintaining the system. In the case of any documents or other information relating to interfaces to third party (not part of this Contract) devices or systems, C-TRAN shall be provided a license to disclose such interface information to third parties subject to execution of a reasonable nondisclosure agreement between C-TRAN and the third party.

7 REQUIRED CONTRACT CLAUSES

A Sample Contract containing required contract clauses is attached (see Attachment C). Any exceptions to the clauses listed must be stated in the proposal. Any exceptions taken after submittal of a proposal may result in elimination of the Proposer from consideration for Contract Award.

Attachment A-1

GENERAL INFORMATION
#2017-25 SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE

This Form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your Agency. To be considered for this Project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. By signing this form the firm acknowledges that their proposal will remain in effect for at least 90 days after submission. ***Failure to submit this form will result in your proposal being deemed nonresponsive.***

Authorized Official (Signature)	Date
Printed Name of Authorized Official	Title of Authorized Official
Company Name	Telephone Number
Address	City, State, Zip
E-mail Address	Federal Employee ID

Receipt of the following Addendum(s) to the Plans and/or Specification is hereby acknowledged:

Addendum No.	Date of Receipt	Signed Acknowledgement
1		
2		

CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
(dba C-TRAN)

AFFIDAVIT CONCERNING CONFLICTS OF INTEREST
AND NONCOMPETITIVE PRACTICES

STATE OF _____)
ss.
COUNTY OF_____)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor:

A. Conflict of Interest

That the Contractor, by entering into this Contract with C-TRAN to perform or provide work, services, or materials to C-TRAN, has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest and that it shall not acquire any such interest which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees, or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such interest to C-TRAN and take action immediately to eliminate the conflict or to withdraw from this Contract, as C-TRAN may require.

B. Contingent Fees and Gratuities

That the Contractor, by entering into this Contract with C-TRAN to perform or provide services or materials for C-TRAN, has thereby covenanted and by this affidavit does again covenant and assure:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any of its agents, employees, or representatives to any official member or employee of C-TRAN or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of this Contract.

Signature: _____

Typed Name: _____

Title: _____

Firm: _____

Date: _____

Subscribed and sworn to before me this _____day of _____, 2017.

_____
Notary's Signature

Notary Public in and for the State of _____, residing at _____.

Attachment A-3

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official	Typewritten Name
Title of Authorized Official	Date

Attachment A-4

CERTIFICATION
OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ that:

(1) 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.

(2) 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.

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

This certification is a material representation of fact upon which reliance is 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, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Executed this _____ day of _____, 2017.

_____ _____
Authorized Official Typewritten Name

_____
Title of Authorized Official

Attachment A-5

NONCOLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first fully sworn, on oath says that (_)he certifies that the proposal above submitted is a genuine and not a sham or collusion proposal, nor made in the interest or on behalf of any person not therein named; and (_)he further says that the said proposer has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal nor any other person or corporation to refrain from proposing; and that said proposer has not in any manner sought by collusion to secure to self advantage over any other proposer or proposers.

_____	_____
Authorized Official	Typewritten Name
_____	_____
Title of Authorized Official	Date

Subscribed and Sworn to Before Me this _____ day of _____, 2017.

_____

Notary's Signature

Notary Public in and for the State of _____, residing in _____.

Attachment B

PRICE PROPOSAL FORM

2017-25 SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE

SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE				
Route Development	LS	1		
Route Building	LS	1		
Schedule Building	LS	1		
Block Building	LS	1		
Runcutting	LS	1		
Bidding	LS	1		
Service Incident and Interruptions	LS	1		
Daily Scheduling	LS	1		
Timekeeping	LS	1		
Dispatching	LS	1		
Vehicle Assignment	LS	1		
Vehicle Availability	LS	1		
Check-In and Check-Out	LS	1		
Workforce Management	LS	1		
Customer Comments	LS	1		
Reports	LS	1		
Software Licenses	EA			
Software/Hardware Installation	LS	1		
			Subtotal	
DESIGN AND DOCUMENTATION				
Implementation Plan and Project Schedule	LS	1		
Project Management Plan	LS	1		
Acceptance Test Plan	LS	1		
System Design Documents	LS	1		
Manuals	LS	1		
			Subtotal	
TESTING				
Parallel Testing	LS	1		
Functional Acceptance Testing	LS	1		
Software Update Simulation Testing	LS	1		
Load Test	LS	1		

System Acceptance Testing	LS	1		
			Subtotal	
TRAINING				
System Training	LS	1		
Flexible Training Credits (Per Hour)	EA	80		
			Subtotal	
			GRAND TOTAL	
OTHER EXPENSES				
Travel *	EA	1		
Direct Expenses	EA	1		
			Subtotal	
WARRANTY AND SUPPORT				
Scheduling and Operations Management Software Warranty - Year 1	LS	1		
Scheduling and Operations Management Software Warranty - Year 2	LS	1		
Scheduling and Operations Management Software Warranty - Year 3	LS	1		
Scheduling and Operations Management Software Warranty - Year 4	LS	1		
Support Program - Year 1	LS	1		
Support Program - Year 2	LS	1		
Support Program - Year 3	LS	1		
Support Program - Year 4	LS	1		
Support Program - Year 5	LS	1		
			Subtotal	
OPTIONAL FEATURES				
Employee Self Service	LS	1		
Web Based Bidding	LS	1		
Automated Bidding	LS	1		
Performance Management	LS	1		
Interactive Voice Response	LS	1		
			Subtotal	

* On a separate sheet provide a detailed breakdown of the anticipated travel costs.

Attachment C

SAMPLE CONTRACT

CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA (dba C-TRAN)

THIS CONTRACT is made and entered into on the _____ day of _____ 2017, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN" and (hereinafter referred to as "Contractor") for the provisions of RFP #2017-25 Scheduling and Operations Management Software.

WHEREAS, C-TRAN requires services which Contractor is capable of providing, under terms and conditions hereinafter described or referenced;

WHEREAS, Contractor is able and prepared to provide such services as C-TRAN does hereinafter require, under those terms and conditions set forth; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The contract documents consist of this Agreement, RFP dated September 20, 2017, Addendum # _____ dated, Contractor's Proposal dated _____, and all written Change Orders and Modifications (Amendments) issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall supply all of the services required by and under conditions of the Contract documents to provide a Scheduling and Operations Management Software solution as required and directed by C-TRAN.

ARTICLE 3
TIME OF PERFORMANCE

The services of the Contractor are to commence as soon as practicable after the execution of this Agreement. The initial term of the Contract will be from approximately January 1, 2018

through December 31, 2022. C-TRAN reserves the right to extend the contract for five (5) additional one (1) year periods upon mutual agreement by both parties.

This Contract's terms and conditions shall govern each subsequent term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing. The total term of this Contract shall not exceed five (5) years.

ARTICLE 4
COMPENSATION

This Agreement is a purchase of professional services at the rates attached herein and by reference made a part of this Agreement. Payment for these services shall not exceed $_____. This is the maximum compensation to be paid by C-TRAN to the Contractor for services rendered under this Agreement. Compensation shall not exceed the amount indicated without written authorization in the form of a negotiated and executed Amendment.

The Contractor shall submit invoices to C-TRAN covering both professional fees and project expenses, if any. Payments to Contractor shall be made within 30 days from submission of each invoice.

Invoices must be addressed to Accounting Manager, C-TRAN, PO Box 2529, Vancouver, WA 98668-2529.

C-TRAN makes no provision for reimbursement of expenses beyond that actually contracted. In addition, C-TRAN reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. C-TRAN and Contractor agree that any amount paid in error by C-TRAN does not constitute a rate change in the amount of the Contract.

ARTICLE 5
OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall refund to C-TRAN the full amount of any erroneous payment or overpayment under this Contract within 45 days written notice. If the Contractor fails to make timely refund, C-TRAN may charge the Contractor one (1) percent per month on the amount due, until paid in full, or deduct the amount of the vendor overpayment from current invoices due.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

All materials, writings, and products produced by Contractor in the course of performing this Contract shall immediately become the property of C-TRAN. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all

copyright interests in such materials, writing, and products to C-TRAN. A copy may be retained by the Contractor.

ARTICLE 7
COMMUNICATIONS

Unless otherwise designated by the C-TRAN Executive Director/CEO, the Contractor shall direct all formal and informal communication regarding the services required under this Agreement to the Project Manager, who shall be the Project Manager for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Contractor:

If to C-TRAN: Project Manager
PO Box 2529
Vancouver, WA 98668-2529

ARTICLE 8
SUCCESSION

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.

ARTICLE 9
INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

ARTICLE 10
PROHIBITED INTEREST

C-TRAN's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

ARTICLE 11
SEVERABILITY

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, C-TRAN and the Contractor

shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 12
ADHERENCE TO LAW

The Contractor shall adhere to all applicable laws governing its relationship with its employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and unemployment compensation.

ARTICLE 13
CONTINGENCY

The effectiveness of this Contract shall not occur until C-TRAN has notified Contractor that C-TRAN's protest procedure (referenced in the RFP) is satisfied, which notice shall be delivered to the Contractor no later than seven (7) days after Contract Award by C-TRAN's Board of Directors. If C-TRAN determines, in its sole and absolute discretion, that a protest should be upheld, and so notifies the Contractor, then this Contract shall be null and void *ab initio* and of no force or effect.

This Agreement entered into as of the day and year first written above.

C-TRAN	Name of Contractor
Shawn M. Donaghy Executive Director/CEO	Contractor's Authorized Signer
Date	Date
	Print Name/Title
	Federal ID Number

DRAFT