Request for Proposal for an Automated Demand Response Transportation Management System for

Comanche Nation Transit

SECTION 1 – PROJECT INTRODUCTION AND BACKGROUND

1.1   Introduction

Comanche Nation Transit provides demand response service. It is anticipated that the system will grow as the population grows over the next 5 – 10 years. The current average number of trips for Comanche Nation Transit is 150 daily for demand response services. The service area includes the Comanche and Caddo counties. The total population of the service area is about 125,033 with a total of 1,290 square miles service area.

1.1.1 –Comanche Nation Transit   Automated Demand Response Transportation Management System Requirements

Comanche Nation Transit desires an automated demand response transportation management system that meets the specifications set forth in this request for proposals (RFP).

Comanche Nation Transit will issue a purchase order to the vendor that provides the best solution, including the options selected by Comanche Nation Transit, and who meets all the specifications of this proposal solicitation.

List award criteria in detail:

Proposed Solution – 60%
References –---------- 30%
Price -----------------– 10%

If you have any questions about this proposal, please contact:

Michele Vanhoose P.O. Box 908 Lawton, Ok, 73502-0908, phone: 580-492-3799, fax: 580-492-3799, email: michellev@comanchenation.com.

If you do not wish to submit a proposal on this procurement, but want to remain on our active proposers list, please send an email to michellev@comanchenation.com marked "NO PROPOSAL".

1.2 - Project Objectives and Goals

It is expected that the technologies shall assist Comanche Nation Transit in a variety of demand response management functions including, but not limited to:

1. Data collection, reporting and record keeping - reducing staff time and generating required reports

2. Assisting staff to improve their performance - greater staff efficiency

3. Greater customer convenience - rapid reservation process

4. Assist the dispatcher in making decisions

5. Automated report generation (ie: No show reports, productivity reports, NTD, ADA passenger breakdown, etc)

1.3 – Current Hardware/Software/Network

Where possible, Comanche Nation Transit would like to make use of existing hardware, however the need for computers that shall assure the maximum use of the software outweighs the desire to use existing hardware.

SECTION 2 - ADMINISTRATIVE AND CONTRACTUAL INFORMATION

2.1 - Purpose

The objective of this RFP is to provide offerors with sufficient information about the contract requirements in order to facilitate preparation of meaningful proposals.

2.2 - Scope

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It requires the credentials of the offeror to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the offeror foresee the need for additional information, concise and relevant communication is encouraged.

2.3 - Issue Date: August 24, 2015

2.4 - Inquiries

Inquiries concerning this proposal are to be submitted in writing to:

Michele Vanhoose P.O. Box 908, Lawton, Ok, 73502-0908, phone: 580-492-3340, fax: 580-492-3799, email: michellev@comanchenation.com.

Closing date for receipt of inquiries is <u>September 7, 2015 by 5:00pm CDT.</u>

2.5 - Closing Date

One original and two copies each of the Technical and Price Proposal, each in a separate sealed envelope, must be received no later than **<u>October 5, 2015 by 5:00pm CDT,</u>** addressed to:

Michele Vanhoose P.O. Box 908 Lawton, Ok, 73502-0908, phone: 580-492-3340, fax: 580-492-3799, email: michellev@comanchenation.com.

Proposals not received by the time and date stated shall <u>not</u> be considered.

<u>Technical and Price Proposals shall be submitted in separate, sealed envelopes marked with the name of the firm submitting them, the contract title, and the words, "Technical Proposal," or "Price Proposal".</u>

2.6 - Discussions

Comanche Nation Transit retains the right, at its discretion, not to hold discussions with offerors and may award a contract on the basis of technical and price proposals as submitted if, in the judgement of the Procurement Officer, the response to this RFP demonstrates sufficient competition so that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

2.7 - The Proposals

To be considered, offerors shall submit a complete response to the RFP using the format provided in Section 3. This proposal format is mandatory. Proposals shall provide a straightforward, concise delineation of the offeror's capability to satisfy the requirements of this RFP.

2.8 – Confidentiality, Public Record

All offerors are hereby given notice that each proposal received shall become the exclusive property of Comanche Nation Transit and, unless Comanche Nation Transit prior written agreement to maintain all or part of a proposal confidential as a trade secret is first obtained, each offeror shall be subject to disclosure pursuant to the Federal Freedom of Information Act. Comanche Nation Transit shall not in any way be liable or responsible for the disclosure of any proposal or portions thereof absent such agreement.

2.9 - Signatures

Each proposal shall be signed by an officer authorized to make a binding commitment for the firm(s) making the proposal.

2.10 - Incurring Costs

Comanche Nation Transit shall not be liable for any cost incurred by any offeror in preparation of its proposal or presentation for these services.

2.11 - Addenda and Supplements to RFP

In the event that it becomes necessary to enable offerors to make an adequate interpretation of the provisions of this RFP, or if any substantive issues require change or clarification, an addendum to the RFP shall be provided to each offeror that requested an RFP. Offerors shall acknowledge receipt of all addenda in the transmittal letter of their Technical proposal.

2.12 - Acceptance of Proposals

Comanche Nation Transit intends to make an award to the offeror who best satisfies the needs of Comanche Nation Transit at a reasonable price and other factors considered (see Section 7). This request does not commit Comanche Nation Transit to award a contract. Contents of the proposal and all of the terms of this RFP may become contractual obligations if a contract ensues. Failure of the offeror to honor its obligations may result in cancellation of the award.

By submitting a proposal in response to this RFP, the offeror thereby accepts the terms and conditions set forth herein, including all Federal Transportation Administration (FTA) rules and regulations (Appendix B).

2.14 - Rejection of Proposals

Comanche Nation Transit reserves the right to reject any or all proposals if not responsive to the RFP.

2.15 - Schedule of Activities

Please note that dates are subject to change based on Comanche Nation Transit needs.

Item	Date
RFP Issue Date	August 24, 2015
Proposal Inquiry Deadline (email)	September 7, 2015
Response in Writing (email) to Questions	September 14, 2015
Closing Date for Receipt of Proposals	October 5, 2015
Bid Openings	9:00 am, CDT, Oct 5, 2015
Discussions/Negotiations	October 19, 2015
Anticipated Notice to Proceed	November 2, 2015

SECTION 3 – TECHNICAL PROPOSAL PREPARATION AND FORMAT

3.1 - General

Offerors under this RFP shall clearly outline their comprehensive approach to fulfilling the requirements and fully describe their plans for responding to the needs outlined in Section 3 of this RFP.

The technical and price proposals shall be reviewed for consistency with the requirements of this RFP. Failure to respond with the required information may result in the offeror being eliminated from consideration.

3.2 - Format

Offerors shall respond to this RFP in accordance with the format specified in Sections 4.3 and 4.4 to ensure the submission of information essential to comprehensive evaluation of the proposals. The content may be expanded, but the format must be adhered to.

The proposals shall contain the information outlined below, be 8 1/2" x 11" in size. Sections and subsections shall have tabs keyed to the Table of Contents. The Technical Proposal shall be bound separately from the Price Proposal. Proposals need not be elaborate nor should they contain unnecessary artwork; rather, they shall be typewritten and reproduced in as economical a manner as necessary to present the required information.

3.3 - Technical Proposal Format (One Original and two Copies)

1. Title Page

2. Transmittal Letter

3. Table of Contents

4. Description of Organization and Qualifications - Provide a description of the major business functions, history, and organizational structure of the Offeror Organization. Include a profile of the location of all offices, staffing and services provided; and senior company officials' names, addresses, and phone numbers. Also provide:

- Experience on Similar Projects (Client References) - Summaries or brief descriptions of two contracts performed by the prime contractor (plus at least one for the subcontractor(s), if any) which are most related to requirements of this contract. Limit

descriptions to those most relevant to this contract and most representative of the firm's capabilities. References must be for goods and services provided within the past five years. Include the name of the client and a contact person, date of installation, software installed, number of daily one-way trips for both demand and standing order, any installation issues, and custom features or extensive report capabilities (REFERENCES WILL BE CHECKED).

- How many years has the firm been in business, and how many years has it been selling and installing demand response software?

6.   Scope of Work - Section 4 – Complete compliance matrix, and note any exceptions. Also, please complete the additional Section 4 questions not included in the Compliance Matrix that include:

- Recommended Hardware
- System Installation
- Testing and Acceptance
- Training and Documentation
- Warranty and Quality Assurance

    Please be prepared to demonstrate all features and functions detailed in the compliance matrix at the best and final meeting.

7.   Project Management and Implementation Plan – The project management plan shall include a detailed schedule, identification of a project manager, team members and key personnel with resumes attached for all personnel involved. This section should also cover the overall organizational structure, quality management approach, and customer care programs.

8.   Maintenance Plan – Describe standard services of the maintenance program.

6.   **Any exceptions or deviations to the RFP must be detailed and explained**. If any, these should be provided in the beginning of the response to Section 3.

SECTION 4 - SCOPE OF WORK

4.1 - Introduction

Comanche Nation Transit is using a set of principles to guide this procurement. These principles are seen throughout the RFP and must be addressed by the proposing offerors. These principles are as follows:

- Proven Technology, Products, and Services - Comanche Nation Transit is interested in purchasing proven technologies and contracting with companies with excellent track records.

- Comanche Nation Transit desires an integrated system - Comanche Nation Transit is interested in purchasing technologies (as needed), and the related services that shall ensure a fully functioning set of technologies meeting the required specifications. The contractor shall be responsible for all aspects of the installation including the actions of all subcontractors.

- Support of Products - Comanche Nation Transit considers support of the product to be as important as the product itself.   The contractor shall be held to a high standard as is specified in the RFP.

- Performance/Functional Specifications - This scope of services allows for flexibility in developing a proposal. The focus of the procurement is on performance specifications. The offeror is frequently requested to use their best judgment (and explain in detail their approach) in meeting the specifications of this RFP.

4.2 - Work to be performed by Contractor

The contractor shall provide integrated technology for Comanche Nation Transit. The contractor shall do the following:

1. Supply proposed products
2. Conduct detailed training of all Comanche Nation Transit staff
3. Provide manuals/training guides for Comanche Nation Transit staff persons
4. Ensure successful implementation as required in this RFP within the required timeframe.
5. Provide on-going support/cooperation with Comanche Nation Transit

4.3 - Work to be performed by Comanche Nation Transit

Comanche Nation Transit shall be required to be actively involved in the installation/implementation of the technology. This includes:

1. Provide work space for the contractor
2. Provide access to office space, and any other locations as needed by the contractor
3. Provide the necessary computers
4. Ensure that staff is available for training
5. Provide data entry for data in hard copy format, assuring accuracy of the information
6. Provide proper implementation support

4.4 - Functional Specifications - Automated Demand Response Transportation Management System.

RESPOND TO ALL ASPECTS OF THE FUNCTIONAL SPECIFICATIONS THAT FOLLOW. Include a copy of the offeror's software and hardware licenses for the prime and subcontractors for the software, and data entry device.

Comanche Nation Transit shall utilize proven technologies and products. The Functional Specification is for an Automated Demand Response Transportation Management System.

The software must be able to meet the specifications described below in the Compliance Matrix. The text describes the **required** software system functions.   Comanche Nation Transit requires a product that is based in the Windows format. The contractor must keep up with the latest appropriate version of Windows.

The following functional specifications are those required by Comanche Nation Transit. Each offeror must specifically address their capability to meet each of these specifications.

Vendors may be deemed non-responsive if they propose any deviations from the specifications.

4.4 – Functional Specifications

Section	Functional Specifications Mandatory Requirements	Y	N	Comments
A	**General System Specifications**			
A.1	Be a business process oriented application with customizable workflow			
A.2	Feature service oriented architecture (SOA), capable of being integrated into an enterprise solution			
A.3	Provide a browser-based user interface, compatible with Microsoft® Internet Explorer® 7 and higher, accessible via Internet/intranet			
A.4	Enable site-specific configuration through user definable codes and parameters			
A.5	Support interfaces to other data sources and applications, including legacy systems and future applications			
A.6	Run server application on a Windows NT/2000/XP/2003, 2005, 2008 Server platforms			
A.7	Use an industry standard Relational Database Management System (RDBMS)			
A.8	Use commercially available geographic information datasets for its integrated GIS system			
A.9	Provide multi-user functionality			
B	**GIS**			
B.1	System must be able to import all industry standard mapping formats into the NOVUS proprietary format			

B.2		System must be capable of displaying layers including, but not limited to: residential streets, city streets, highways, railroads, county, city, parks, water, common locations, service area polygons, ADA polygons, faring polygons, travel restriction polygons, Terra Service Layer			
B.3		System Map must be capable of street, triangulation, straight, and barrier routing methods			
B.4		System map must be capable of setting street speeds by time of day and by date			
B.5		System map must contain a UI that allows the end user to edit street speed characteristics			
B.6		System must be capable of closing roads, slowing down construction zones, and assigning left, right turn and dead end penalties, as well as accounting for 1 way streets			
B.7		**System must be capable of geocoding using the following methods**			
	B.7.1	Entering in full or partial addresses, i.e. '123 Main St' or '123 Main St, San Francisco, 95467'. System will return exact and partial matches			
	B.7.2	Batch Geocoding			
	B.7.3	Manually typing in x and y coordinates			
	B.7.4	Point and click on the map			

B.8		Map Navigation functionality must meet some or all of the following conditions			
	B.8.1	Right click to zoom in or out of certain area			
	B.8.2	Toggle left click to zoom			
	B.8.3	Hold Ctrl key to create a box around user specific area, which will re-center and zoom map			
	B.8.4	Drag map to re-center			
	B.8.5	Quick find address box to type in and zoom map to specific address			
	B.8.6	The ability to set custom zoom levels on Map			
B.9		System map must have the ability to produce driving directions in one or both of the following ways			
	B.9.1	Within a system screen that will provide turn by turn directions with distance			
	B.9.2	Directions that will print straight to a drivers manifest			
B.10		System can export route data to Google Earth in a kml format. This data is static and will display projected route path and entire route itinerary graphically			
B.11		**Polygons functionality must include the following functionality**			
	B.11.1	Faring Polygons - allow trips that have pickups and drop-offs within the polygons boundary to be charged a specific rate. Example includes zone A to B = $5, B to C = $6, etc.			

	B.11.2	Travel Rules - travel rules that can create zonal areas for different types of service			
	B.11.3	Run Travel Restrictions - polygons that restrict where a specific run can travel to a run. Layers can be added by time of day, and by pickup, drop off rules			
	B.11.4	Map Address Polygons - polygons that when booking a trip will automatically associate pickup and drop-off with relevant polygon. Useful scheduling tool			
	B.11.5	ADA Polygons - polygons that can be created to comply with ADA rules and regulations			
	B.11.6	When drawing polygon, end user can use the following methods: Plot, Street Route Plot, Snap To Vertex, Snap to Segment			
	B.11.7	Polygons can be shaded, colored, and outlined			
	B.11.8	Polygons can be copied from one polygon type to another (Polygon Sharing)			
	B.11.9	Islands can be created within polygons in order to exclude areas within a polygon that may not adhere to the same policy			
B.12		Turn by turn driving directions can be generated. They will include distance and the ability to print			
B.13		**Map Street Speeds functionality includes**			
	B.13.1	Ability to associate speeds with specific street types and segments			
	B.13.2	With each street type (interstate, state highway, city streets, arterial road), ability to define average speed by time of day and date range			
	B.13.3	Using Map Streets Management tool, user can use GUI to manually change street speed types.			

B.14		System must be able to import & work with Address Point data			
B.15		The ability to export GIS data to an industry standard .shp file format.			
B.16		The ability to use Bing & Google as secondary geocoding mechanisms			
B.17		The ability to batch geocode addresses			
C		**Client Management**			
C.1		**Register Clients with the following information:**			
	C.1.1	Basic Information: First Name, Last Name, Birthdate, Load Time, Unload Time, Client Id, Identification Number, Client Code, Disability, Mobility Aid, Space Type, Default Fare Type, excluded vehicle types, Service Type, Gender, Transport Mode Default Address Type, Private Comments, Scheduling Comments, Escort Option.			
	C.1.2	Address Information: Home Address, alternate address(es), default pickup address, default drop off address, mailing address, address validity dates, address comments. Addresses are geocoded and visible on the map			
	C.1.3	Contact Information: Main Contact, Alternate Contact(s) types. Phone Number, Cell Number, Work Number, E-mail address, Fax number.			
	C.1.4	Status Information: Active Date, Client Type, ADA Type, Client Status, Notification, Comments. Ability to automatically have client status affect trip activation and booking permissions			
	C.1.5	Funding Information: Assigned Programs, validity dates, enabled/disabled			

	C.1.6	The ability to add multiple service types for a client, and define validity dates.			
	C.1.7	The ability to view all audit information, such as who last modified the client and which field(s) were modified.			
C.2		**System must allow user to customize Client Management screen in the following ways**			
	C.2.1	System will contain UI where client can drag and drop fields to arrange screen in a custom manner			
	C.2.2	Formatting of all fields can be changed in the following ways: caption, dropdown menu, bold, Italics, underline, center, left, right, justify, vertical align, color, highlight color, width, height, font, size border			
	C.2.3	Fields can be made mandatory, and the user will be alerted if they fail to fill in field before saving			
	C.2.4	Fields can be made read only or can be disabled			
C.3		**Other features/functionality**			
	C.3.1	Ability to create a client template, so when a new client is created certain fields are automatically populated			
	C.3.2	The ability to undo the previous action with a single click			
D		**Trip Booking**			
D.0		System must include the following general characteristics			
	D.0.1	Point and click navigation between different sections of screen			

	D.0.2	keyboard shortcuts to allow quicker transitions between screens			
	D.0.3	Screen customization options, i.e. the ability to add/remove fields, change drop down menus, etc. Customizations also must exists for: pickup/drop-off section, booking details section & booking activity section			
D.1		Trip Booking process must allow for quick searching and selection of clients, including, but not limited to:			
	D.1.1	Search Criteria: last name, first name, phone number, client id, identification number, birthdate			
D.2		Once client search query has been entered, proposed system will return all full and partial matches. Upon clicking on a match, the end user will have quick access to view the following information:			
	D.2.1	Mobility Aid, Disability, Status, Address, Phone Number, Comments			
D.3		**Once client has been selected, the Trip Booking screen must allow the end user the following options**			
	D.3.1	Add single booking			
	D.3.2	Add repeat (subscription) booking			
	D.3.3	Edit single booking			
	D.3.4	Edit subscription booking			
	D.3.5	Cancel multiple bookings with a single click			

	D.4	Add group booking			
	D.5	Add unregistered client booking (some agency's may not require a named passenger to transport, and this functionality expedites getting an unregistered booking into the system without first registering the passenger)			
D.4		**Single/Casual Booking characteristics:**			
	D.4.1	Screen will allow for quick date selection. Default date offset, drop-down, calendar, and manual entry are options for date selection			
	D.4.2	Screen will display all other bookings for selected date and also flag user if a duplicate booking is created			
	D.4.3	Screen will auto-populate from the client record the following information (if present): default pickup address, comments, phone number, default dropoff address, mobility aid(s), not allowed vehicle types, service type, provider, transport modes, passenger type, passenger count space type, fare type, PCA, funding sources			
	D.4.4	Trip Booking screen will also contain the following optional fields: Booking Purpose, Booking Subtype, Max OBT, scheduling comments & any user defined fields			
	D.4.5	Fields can be rearranged, removed, added, and made mandatory using a screen customization tool			
	D.4.6	Screen will provide a drop-down list of all registered addresses and phone numbers from client record that are selectable.			
	D.4.7	Screen will display recent pickups, recent drop offs, and recent bookings taken by the client to allow for quick entry			
	D.4.8	Screen will allow for address entry and using a base map will locate and geocode matches using the methods described in the GIS section			

	D.4.9	Screen will allow for the following time entry requests: 1) Pickup leg: Requested Early, Requested Time, Requested Late. 2) Drop off: Drop off No Earlier Than, Requested Drop off time, Drop off No later than. When scheduling, system will not propose a solution outside of the proposed boundaries of time			
	D.4.10	The system will have the ability to auto-populate requested time based on a pre-configured offset. For example, if a call comes in at noon, when booking the trip 12:30 can automatically be populated			
	D.4.11	Screen will possess quick access buttons to view the following information within the trip booking screen: calendar, bookings, funding programs, client record information & map			
	D.4.12	Screen will allow for new legs of the booking to be created in a single click, while saving the leg(s) already created			
	D.4.13	At the end of the creation process booking can either be saved to scheduled later or scheduled in real-time			
	D.4.14	Date of booking can be changed at the end of the booking process if the wrong date was initially selected.			
	D.4.15	Origin to destination distance will be calculated & displayed automatically			
D.5		**Single Booking Scheduling**			
	D.5.1	User will be able to schedule all booking legs simultaneously or schedule legs one by one.			
	D.5.2	Upon clicking schedule button system will use advanced algorithm to present scheduling solutions. The number of solutions to display is user defined			
	D.5.3	System will only present solutions that are within the ruleset defined by the client. If no solutions are found, user can search later or change scheduling parameters			

	D.5.4	Solutions will display estimated pickup time, estimated drop off time, Run, and violations by default. Fields can be customized and selected from over 40 available fields (such as driver and vehicle)			
	D.5.5	Solutions will be ranked (costed) in order from best to worst using the costing method			
	D.5.6	Upon clicking on a solution details will be displayed on screen showing the order of pickup and drop off			
	D.5.7	Upon clicking on solution an Info tab will allow end user to view additional details: vehicle capacity, assigned driver, assigned vehicle, and passengers on-board			
	D.5.8	Upon clicking on solution a map tab will allow the end user to view solution on system map while displaying street-routed path from pickup to drop off			
	D.5.9	Passenger scheduling comments will be displayed to assist dispatcher			
	D5.10	The following on-the fly changes can be made within the solutions screen: Reset Scheduled Times to requested, Search time window, parameters set, violations set, transport modes, max transfer, runs to search for solution			
	D.5.11	End user can accept solution to finish trip booking process. Upon accepting a solution the following attributes will be stamped into the database: Requested Time, Scheduled Time, Scheduled Early Window, Scheduled Late Window			
D.6		**Subscription (Repeat) Booking**			
	D.6.1	System must allow for the entry of bookings that repeat on a calendar based interval			
	D.6.2	All other booking processes will remain the same			

	D.6.3	Subscription booking can have a specific begin and end date, or be left open indefinitely			
	D.6.4	Date rules can be based on: week date, by day and month, by week, etc.			
	D.6.5	The ability to inherit date rules from a Shared Calendar. A shared calendar is a named calendar that can defined once, and this calendar can be selected anywhere an entity is defined that uses calendars.			
	D.6.6	The ability to clone subscriptions, when a passenger has subscriptions that are very similar			
D.7		**Group booking functionality**			
	D.7.1	The ability to define: Group name, group travel calendar, group members, max members, same pickup – distinct drop off, distinct pickup – same drop off, same pickup – drop off, group travel times			
	D.7.2	Ability to book trip for a group – distinct bookings are automatically created instantly			
	D.7.3	Ability to schedule bookings for group all add once			
	D.7.4	Add/remove group members on the fly			
	D.7.5	Notification when group max is reached			
D.8		**Trip Notes functionality**			
	D.8.1	Ability to add custom or canned notes to trips			
	D.8.2	Notes can be mandatory when: trip is canceled, trip is scheduled, trip is scheduled, on the fly			

	D.8.3	Date stamp, user stamp, and all notes are visible			
	D.8.4	Permissions are available to set users that can add/edit/delete notes			
E		**Batch Scheduling/ Templates**			
E.1		**System must be capable of scheduling all or a subset of trips at once utilizing the following criteria**			
	E.1.1	Batch scheduling will utilize a highly specialized, proprietary scheduling algorithm when scheduling.			
	E.1.2	One of the following user-selected distance calculation methods: street routing, triangulation, straight, and barrier			
	E.1.3	A parameter set that defines costing weights for items such as Minimize Distance, Trip out of Way, and Maximize same geocode.			
	E.1.4	A violation set that defines a system rule set such as: Backtracking, Late violation, backtracking			
	E.1.5	Map that has customized street speeds by: specific street, time of day, day of week, time of year			
E.2		Batch scheduling will allow for run and trip selection. User can choose to schedule all trips to all runs or select specific trips and runs to schedule to			
E.3		Users can define a batch sort order that defines the order trips are fed into the batch. The batch sort orders are listed as follows: 0 = TimePeriod/Group/Priority/Travel; 1 = Priority/Group/TravelPeriod/TimePeriod/Travel; 2 = BookingId; 3 = TimePeriod/Priority/Group/Travel; 4 = Priority/Group/TravelPeriod/PeakPeriod/Travel; 5 = PeakPeriod/Priority/Group/Travel; 6 = Priority/Group/PeakPeriod/TravelPeriod/Travel; 7 = Preferred Runs/Priority/Group/Peak/TravelPeriod/Travel;			

		8 = Priority/PeakPeriod/Group/Travel; 9 = Priority/Group/TimePeriod/Next Closest Booking; 10 = Priority/Group/Time Period/Locations/Quadrants; 11 = Travel Dist/Group/TimePeriod/Next Closest Booking 12 = the ability to define custom batch sort orders			
E.4		Client can adopt Fast Costing, which will speed up the results of batching by utilizing triangulation in conjunction with street routing			
E.5		Before running the batch the end user can modify the following settings. Defaults will be loaded automatically			
	E.5.1	Time Search Window			
	E.5.2	Unschedule action: All trips in selection or all trips in schedule			
	E.5.3	Optimization level: can impact scheduling efficiency and speed			
	E.5.4	Violation and parameter set			
	E.5.5	Reset Scheduled Times to Requested			
	E.5.6	Schedule using preferred runs: method to schedule specific subscription trips to defined runs			
	E.5.7	Matching Templates - allows client to set repeat rides on the same run each day. Templates will be scheduled first, followed by demand trips			
	E.5.8	Batch scheduling will consider all of the routes, vehicle capacities, time constraints, service constraints, zonal constraints, breaks, locations, etc when placing trips onto a run			
	E.5.9	System will only place trips on runs where no rule is violation (parameter, violation, capacity, etc). If no solution is found, trip will be left unscheduled to be scheduled later, either automatically or manually			

	E.5.10	Upon scheduling a trip, the following times: Scheduled Early, Scheduled Time, Scheduled Late, Estimated Arrive			
E.6		When batch is being run, real-time data will be displayed, including: Attempted, Scheduled, Failed, Optimizer, Total Distance, Non-Rev distance, Total Time, Non-Revenue Time, Pass/Hour, Slack Time. More detailed information such as exact Solution parameters, costing weights, and costing variables can be displayed as well			
E.7		Batch Schedules will be archived so client can return to view batch information			
		Templates			
E.8		**Templates allow for a client to create set schedules that can be repeated in a manner of their choosing. A typical template configuration will be created for each day of the week. Template types consist of:**			
	E.8.1	Weekday Template. A live schedule is saved, and modified to client's liking. It can then be set for a particular or multiple days of the week			
	E.8.2	Exception: Template that can replace a normal template at the clients choosing			
	E.8.3	Scenario: A template that can be copied to a test portion of the software			
E.9		**Weekday Template functionality must include**			
	E.9.1	Ability to copy subscription bookings to a template			
	E.9.2	Ability to copy all or a subset of runs to a template			

	E.9.3	Ability to drag and drop and reorder trips in any order			
	E.9.4	When matching a template system validates subscription is activated and matches it in the exact order as is saved on template			
E.10		**Exception: Must contain the following functionality**			
	E.10.1	Ability and drag and drop regular template to exception template			
	E.10.2	Exception template will replace normal template only on selected day(s)			
	E.10.3	Template is designed for irregular schedules (holidays for example)			
E.11		**Scenario templates must contain the following**			
	E.11.1	Ability to copy a live schedule to a 'Scenario Template'. Scenario template			
	E.11.2	Ability to copy either subscription bookings, casual bookings, or all bookings.			
	E.11.3	Ability to copy all runs, or a specific selection of runs			
	E.11.4	Scenario templates allow the end user to practice scheduling days in order to test scheduling parameters			
F		Manual Scheduling/Schedule Editor			
F.1		As with automated scheduling, system must possess tools for manually managing scheduling			
F.2		**Manual Scheduling Tool must contain the following functionality:**			

	F.2.1	Ability to view all unscheduled or will call trips in a list view			
	F.2.2	Ability to view a list of all runs, and detailed information about runs			
	F.2.3	Ability to view all or group of runs at once			
	F.2.4	Trip Drag and Drop capability. Upon dragging and dropping trip, user will instantly see impact of trip (est times, violations, etc)			
	F.2.5	Right click menus. Depending on where right click is performed, context sensitive menu will be displayed. For example, right click on trip will display: Edit Booking, Reschedule, Un-Schedule, Vehicle Breakdown, Cancel/No Show, Lock/Unlock, Freeze/Unfreeze, Arrive, Perform, Unmark, Break, Flag Stop, Set Passengers, Set Times, Delivered, CheckList, Navigate			
	F.2.6	Ability to view run on a map			
	F.2.7	Ability to perform a quick client search in order to cancel or reschedule trips			
F.3		**Run View Functionality must contain:**			
	F.3.1	Ability to view detailed trip information on run, including: Est Time, Client, Address, Space Type, Violations etc. Fields displayed are user configurable.			
	F.3.2	Ability to rearrange trips in run; add or remove trips			
	F.3.3	Ability to freeze trips on run so no new trips are inserted			
	F.3.4	Right click capability to search for new solutions to trip			

	F.3.5	The ability to view run slack time to find gaps in scheduling			
	F.3.6	The ability to view color codes indicating area of map trip is located in			
	F.3.7	The ability to add or remove passengers			
	F.3.8	The ability to add or remove a break			
	F.3.9	The ability to change the times of a scheduled trip			
	F.3.10	The ability to make the actual arrive and depart time of a trip			
	F.3.11	The ability to enter in odometer reading			
	F.3.12	The ability to cancel or no show a trip			
	F.3.13	The ability to work with a driver checklist			
	F.3.14	Color codes on trips -- explained more in trip dispatching section			
G		**Trip Dispatching**			
G.1		**Trip Dispatching portion of the system must contain the following functionality**			
	G.1.1	Ability to view all runs and vehicles in a list view			
	G.1.2	Ability to view selected run details in center panel			

	G.1.3	Ability to display a communication log which lists MDT related information			
	G.1.4	Ability to view the map in order to display AVL information			
G.2		**Run and vehicles list view contains the following functionality**			
	G.2.1	View dispatch type (MDT or manual), online status if MDT enabled, Run, Vehicle, Scheduled Activity, and Earliest Schedule Change Time			
	G.2.2	Right Click Functionality: Filter Runs, View Run Group, or send canned or free form message to MDT			
G.3		**Communication Log contains the following functionality**			
	G.3.1	Ability to view Login and Logout requests from MDT's			
	G.3.2	Logs all outbound and inbound message communication from MDT			
	G.3.3	Ability to filter by vehicle and message type			
G.4		**Run details view contains the following functionality**			
	G.4.1	Ability to view all of run details for selected run from the vehicle and runs list view			
	G.4.2	Ability to view selected vehicle group from run and vehicle list view			
	G.4.3	Color codes aid in dispatching and indicate the following: Green - undelivered event, Tan - critical change, Yellow - event deleted, red - event canceled or removed			
G.5		Map frame contains the following functionality			

	G.5.1	View AVL data from AVL enable vehicles. Displays current location (refreshes as set interval), speed, and direction. Can view single or all vehicles at once.			
	G.5.2	Contains same map functionality as other screens including: zoom, pan, layer control, etc.			
G.6		History replay functionality – the ability to play back AVL data (if site is MDT enabled)			
H		**Reporting**			
H.1		**Standard reports from the prospective solution are listed and explained below**			
	H.1.1	Cancelled, Missed, No Show Trips Report - User selects date range, client (leave blank for all), and trip type to include in report. Report lists details for each trip, subtotals, and grand totals			
	H.1.2	Denials Report - displays details and totals for all trips with a denial status			
	H.1.3	Trip Count Report - selectors: From Date, To Date, Runs, Booking Purpose, Subtype, Trip Type, Fare Type. Report lists trips based on selection criteria, details if requested, providing subtotals and totals for trips			
	H.1.4	Trip Count by Funding Source Report - selectors: From Date, To Date, Trip Type, Funding Source. This report displays trips grouped by funding sources and funding programs together with their counts and faring information.			
	H.1.5	Call Back List - Shows list of bookings grouped by client names for a selected day. For each booking this report lists times addresses and phone numbers			
	H.1.6	Trip Hours Productivity - These reports display the edited and non-edited Service and Revenue hours for a route, range of routes or all routes			
	H.1.7	Trip Distance Productivity - These reports provide edited or non-edited information regarding Service and Revenue Distance			

	H.1.8	On Time Compliance - This report provides detailed or summary information per route regarding on time performance			
	H.1.9	Daily Operations - This report displays information about the operations of a site by hour ranges			
	H.1.10	NTD Standard - The standard report required by the National Transit Database for reporting financial and operating data			
	H.1.11	Driver Manifest - Landscape, Portrait, With Contacts - This is a trip listing for each driver that they use while picking up and dropping off clients			
	H.1.12	Taxi Manifest - This is a trip listing for each driver that they use while picking up and dropping off clients			
	H.1.13	Time and Distance Report - The Time and Distance List report displays information entered when the booking was created or information edited through the Trip Edit process			
	H.1.14	Data Integrity Report – report checks for data entry errors over a specified date range, such as out of order odometer readings or actual times			
	H.1.15	Trip Export Report – exports trip data into a format optimized for .csv or excel, which can then be imported into a different syste006D			
	H.1.16	Run Productivity Report - This report displays Passenger Count, Trip Count, Hours and Mileage by route			
	H.1.17	Ridership by Jurisdiction Report – report displays trip count by polygon/zone			
	H.1.18	Logisticare Trip Log Report – Logisticare's standard trip log report for clients that get their trips from logisticare			
	H.1.19	Funding Source Productivity Report - This report displays Passenger Count, Trip Count, Hours and Mileage by funding source			
	H.1.20	Common Location Report – displays the number of trips taken to a location & trip details within a specified date range			

	H.1.21	Client Summary Report – displays a list of clients ordered by client last name, with the option of including only active clients			
	H.1.22	Client Export Report – exports client data optimized for the .csv or .xls formats.			
	H.1.23	Client Change Report – displays details on clients modified & what was modified within a given date range			
	H.1.24	Call Center Productivity Report – displays the number of trips entered by user over a given date range			
	H.1.25	Payroll Hours by Route Report – displays the number of hours driver per driver per route over a given date range			
	H.1.26	Client Mailing Labels report – exports client data to a mailing label friendly format			
	H.1.27	Subscription Report – displays a list of active subscription trips			
H.2		**Reports Archive contains the following functionality**			
	H.2.1	Keep copy of all reports created by end users with simply access to reopen			
	H.2.2	Have search capability to find specific report with options to search by end user and date range			
H.3		**Reports Module contains the following functionality**			
	H.3.1	Ability to create SQL Query reports or import Crystal Reports format reports			
	H.3.2	Ability to copy Standard Reports onto desktop for editing			
H.4		**SQL Query Report Functionality**			

	H.4.1	Create Report: Name, Description, Query, Parameters			
	H.4.2	Parameters: are automatically extracted by system and can be custom formatted. For example, for a date parameter the user can have a calendar drop-down appear			
	H.4.3	Parameter Layout: user can select the layout of parameters that the end user will see			
	H.4.4	Output Layout: specify, format, and order output data, create a header and footer for report			
	H.4.5	Save and test report			
	H.4.6	Configure which users are allowed to use report			
H.5		**Crystal Report Functionality**			
	H.5.1	Ability to import Crystal XI reports			
	H.5.2	System will upload crystal report and store it in a program directory			
	H.5.3	System will extract parameters from Crystal and allow user to edit them			
	H.5.4	User can save and test report			
	H.5.5	User can configure which users can see report			
	H.5.6	Report can be downloaded and uploaded if editing is required.			
H.6		Reports Wizard functionality			

	H.6.1	The ability to generate a report with no technical experience.			
	H.6.2	Step by step guidance including: selecting fields, sorting, totaling & saving as a report in the reports library			
I		**Additional Features & Functionality**			
I.1		Additional benefits, features & functionality included in the DR solution			
	I.1.1	Self Healing Schedule – the ability to schedule jobs that will automatically: identify trips with violations, unscheduled trips and automatically reschedule them to a more efficient route			
	I1.2	Adjustable Travel Speeds based on weather conditions: Quickly adjust the overall speed of routes based on inclement weather			
	I.1.3	Configurable Screens – almost all screens are customizable based on user group. Add, Remove, make mandatory, etc fields for a simple, customized user experience			
	I.1.4	Multi-modal transportation. Setup trips that will automatically create transfers: Para run to Para, Para to Flex, Flex to Para, etc.			
	I.1.5	Advanced Street Management – includes screen that makes managing streets easier than ever. Close problem streets, adjust speeds, etc.			
	I.1.6	Vehicle Auto Swapping – dynamically assign vehicles based on need. If a group trip needs a larger vehicle to accommodate all passengers, this can automatically be changed			
	I.1.7	Audit data cleanup – ability to setup nightly jobs that clean up history tables, to ensure they don't get too large and keep unnecessary data			
F		**Additional available Modules (note additional licenses are required)**			
		Mobile Data Terminal interfacing – the ability to interface with a wide variety of MDT vendors. A standard XML specification is provided for all third parties			

		Coordinated Transportation – the ability for several agencies to manage their transportation system in one centralized system, while keeping their data separate and secure			
		Volunteer Management – the ability to seamlessly manage volunteer drivers & their reimbursements			
		Flexible route management – the ability to create & manage deviated fixed routes			
		Web bookings - The ability for passengers to book/edit/cancel their own trips over the web			
		Connecting agencies - The ability for disparate agencies to maintain their own intelligent scheduling software while searching other systems for viable scheduling solutions (One-call one click concept)			
		Trip Brokering – the ability to broker trips to 3rd party's and for 3rd parties retrieve trips from an online portal.			
		Claims generation – the ability to generate 837 files, plus import 835/277 files, in order to manage reimbursements for Medicaid approved trips			
		Client/Trip/Location importing – the ability to automatically import clients, trips & common locations on a recurring bases from commonly used file formats, such as.txt or .csv			
		Interactive Voice Response – the ability to integrate with a telephone system in order for a client to call in to confirm/cancel/book a trip, or the ability for automated call outs, such as imminent arrival. SMS text messaging is also available			

4.5 - Computer Hardware

4.5.1 - Workstations

Comanche Nation Transit shall have four workstations. All four workstations shall include a monitor.

4.7 - System Testing and Acceptance

Comanche Nation Transit cannot accept the technologies until it has validated that the contractor has met all requirements stated in this RFP. The contractor shall provide all labor and supervision for the installation and testing.

Comanche Nation Transit, working with the contractor, shall develop acceptance procedures to ensure the equipment is installed properly and accepted. All software provided shall be tested to confirm that it is compliant with the current specifications. All software is to be free from defects in design, material, workmanship, and is capable of sustained performance in the operating environment.

All software shall pass the tests described below or have Comanche Nation Transit declare that the objectives of the tests have been met by field operations.

All of the software provided under this contract shall be subject to the following tests to confirm that they are:

- Free from operational defects, which affect performance.
- Compliant with the specifications.
- Delivered and accounted for. This includes all fare media, documentation, training, and support items.
- Ability to send reports to any of our network printers.

4.8 - Training and Documentation

4.8.1 - Training

1. Training is an essential component of successful implementation. Training shall be comprehensive and complete for all staff involved in the operation of the technologies. Training shall include:

    Management training
- Call taker/Reservationists training
- Dispatch staff training

- Technology support staff/system administrator

2.   Training shall be accomplished by persons well versed with the technology, not a local contractor without experience in using the technologies. A system administrator shall also be trained to be able to deal with a variety of day-to-day problems.

3.   The selected contractor shall provide a detailed training plan two weeks after award of contract. The plan shall be developed to train staff on site, while at the same time continuing their primary responsibilities. Describe whom the contractor shall train, the length of each training course, and the cost of the training. Training shall not begin until Comanche Nation Transit approval of the training plan.

4.   Complete training and user manuals shall be required for all trainees.

5.   All training specified in this section shall be conducted during regular business hours, evenings and weekends as needed.

4.8.2 - Documentation and System Handbook

The contractor shall supply Comanche Nation Transit with hard copies of user handbooks.

4.9 - Maintenance and Quality Assurance

Comanche Nation Transit requires that the contractor provide in-house maintenance service for one year, renewable for additional years. Comanche Nation Transit would like to be assured that the contractor shall be in business for the useful life of the software and be able to supply Comanche Nation Transit with periodic upgrades to ensure a high quality product.

The other aspect to maintenance is timely response to problems. If there is a system failure or other problems, Comanche Nation Transit needs to be assured that the contractor shall respond immediately to correct problems so that the service is not disrupted in any way.

4.9.1 - Maintenance Issues

Respond to each of the following in detail:

1.   The contractor shall have live telephone support during normal business hours 8 a.m. – 5 p.m. as well as after hour service that is capable of solving any software-related problem.

2.   Supply a copy of the maintenance agreement that is proposed.

3.   What shall the maintenance cover in terms of software and coverage dates?

4.   What is the cost of the maintenance per year?

5.   What services will Comanche Nation Transit receive with the maintenance program?

6.   Provide us with the number of all staff members capable of supporting the software.

4.9.2 - Software Upgrades

It is expected that upgrades shall be available to allow Comanche Nation Transit to take advantage of improvements in both software and hardware capabilities. The contractor shall provide regular upgrades to the software for one year, renewable every year, from date of implementation. Please describe the following:

1.   Provide Comanche Nation Transit with your upgrade process.

2. What are the costs (if any) associated with your upgrade?

4.9.3 - System Backup

Comanche Nation Transit must be able to back up their software system on a twice-daily basis, using a backup independent of the computer.

Please describe the procedures and recommended hardware used to ensure that Comanche Nation Transit technologies are backed up to virtually no loss of data in the event of a computer/system failure?

SECTION 5 - DOCUMENTS REQUIRED FOR SUBMISSION OF PROPOSAL

This section specifies documents that must be submitted. Read this information carefully and respond as indicated (see Section 3 for proper format).

1.   A letter of transmittal signed by an officer authorized to make a binding commitment for the firm submitting the proposal. The letter must contain the following:

   a.   A statement that the Contractor has accepted, agreed to, and shall comply with the "FTA Terms and Conditions," (see Attachment 1).

   b.   A statement that the proposal is valid for a minimum of 180 days from the date of submission.

   c.   A statement that the proposing firm shall, if selected, negotiate in good faith with Comanche Nation Transit.

2.   A Technical Proposal as specified in Section 4.

3.   A Price Proposal as specified in Section 6.

SECTION 6 – PRICE PROPOSAL

This section shall include all costs associated with the implementation and successful operation of the automated demand response transportation management system. Address each of the following cost categories based on the detailed specifications. Address costs for independent stand-alone software as well as the cost for a web-based software system.

All costs must be valid for 90 days. Costs must be broken down for Comanche Nation Transit.

6.1 - Price Proposal

A Contract Price Proposal shall be submitted in the format specified below.

1.   Price Proposal Form

6.2 – Price Proposal Submittal Form

AUTOMATED DEMAND RESPONSE TRANSPORTATION MANAGEMENT SYSTEM

Directions: Please complete the "Price Proposal Submittal Form". No modifications/alterations to the below pricing form will be accepted. Along with the Required Pricing Form, please submit supporting documentation where needed. Comanche Nation Transit reserves the right to request additional cost information for clarification purposes during the evaluation period.

Task	Cost
Software License Fee	
Mapping (name supplier/cost including licensing agreement)	
Installation	
Training	
Other Items	
Total	

Annual Maintenance Fee	

Failure to complete this form and to submit it with your offer may render this offer non-responsive).

SECTION 7 - PROPOSAL EVALUATION FACTORS

The Technical Proposals and Price Proposals shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm shall be based upon both technical factors and price, with technical factors having greater weight.

7.1. -   Qualifications of the Firm/Team

Does the offeror have the experience and capabilities to provide the requested services? What is the specific experience in the implementation of technologies for urban transit? What do the references report? Does the firm have a sound financial standing? What percentage of revenues are reinvested in research and development?

7.2 - Qualifications of the Proposed Staff

What are the specific qualifications of the proposed staff particularly key staff? What is their experience with urban transit? What is their experience in implementing technologies?

7.3 - Work Plan

What is the offeror's plan to manage the project? Is the project organization well thought out and effective? Does the offeror show a clear understanding of Comanche Nation Transit's needs? Is the offeror's plan effective and shall it provide effective, efficient technologies to Comanche Nation Transit? Is the implementation plan detailed and reasonable?

7. 4 - Cost

Is the cost reasonable and realistic? What are the costs over the life of the contract? Is there adequate supporting information for prices submitted?

7. 5 – Experiences/References

1.   Describe in detail the following:

List five installations of paratransit software by the firm(s) including the following:

- Name of the client and a contact person (include telephone number)
- Date of installation
- Software installed
- Number of daily one-way trips for both demand and standing order

Any installation issues

- Custom features or extensive report capabilities

7.6 - Evaluation Criteria

The following criteria shall be used to evaluate the proposals by order of importance:

- The proven ability of the technology to meet Comanche Nation Transit objectives and experience in similar installations with paratransit software and other technologies
- Understanding of the project and responsiveness to the RFP
- The track record (ability) of the offeror to meet the implementation schedule
- The track record of the offeror to support their products and services
- Cost

APPENDIX A

COMANCHE NATION TRANSIT COMPUTER HARDWARE

Dell Dimension 2xxx Series
3Ghz Pentium 4
2GB RAM
250 GB HD

Virtual Windows 2012 R2 Server
ESXi 5.5 host

APPENDIX B – FEDERAL TRANSIT ADMINISTRATION TERMS AND CONDITIONS

The contractor is prohibited from engaging in activities which may create, or be perceived to create, conflicts of interest, either real or apparent, in compliance with all federal and state ethics laws. The contractor must not have been engaged, or currently be engaged in behavior, which has threatened or potentially threatens the integrity of federally assisted and administrated programs.

In addition, the Contractor, by signing the transmittal letter for this RFP, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in this agreement.

1.   RESTRICTIONS ON LOBBYING

The contractor, by signing the Certification of Restrictions on Lobbying included as Exhibit IV, agrees to comply with the provisions of Section 1352, title 31 of the U.S. Code, which prohibit the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.

2.   BUY AMERICA

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982, as amended and 49 CFR, Part 661, the contractor certifies that all products provided and delivered under this agreement shall comply with federal Buy America requirements.

3.   AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all rules and regulations of the ADA as they apply to the provision of services under contracts supported with federal financial assistance.

The Contractor shall not exclude a person with a disability, solely by reason of their disability, from employment or participation in work conducted under this agreement, either directly or through subcontracts. Further, the Contractor shall incorporate a similar provision into all subcontracts issued pursuant to this agreement.

4.   TITLE VI. CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with all requirements imposed by Title VI of the Civil Rights

Act of 1964, in accordance with 49 U.S. Code, Section 2000d, and the regulations relative to non-discrimination in federally assisted programs of the USDOT, as issued in 49 CFR, Part 21.

During the performance of the agreement, the contractor shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractor.

The contractor agrees to notify potential subcontractors, vendors, and suppliers in all solicitations of its obligations under this agreement relative to non-discrimination. The Contractor further agrees to include the required non-discrimination provisions in every subcontract awarded pursuant to this agreement.

5.   LABOR PROVISIONS – NON-CONSTRUCTION CONTRACTS

The Contractor shall maintain and preserve, and require subcontractors to maintain and preserve, payroll records for a period of three years from the date of completion of this agreement. Such records shall contain for each employee, their name, address, social security number, correct classification, hourly rates of wages, daily and weekly number of hours worked, deductions and actual wages paid.

In addition, all records to be maintained by the Contractor and all subcontractors under this agreement shall be made available for inspection, copying, or transcription by authorized representatives of the USDOT, USDOL, and Comanche Nation Transit.

6.   ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and EPA regulations contained in 40 CFR, Part 15. Further, the Contractor shall report any violations of these regulations to the USDOT and USEPA.

7.   INTEREST OF MEMBERS OF CONGRESS

In accordance with 49 U.S. Code, Part 22, no member of or delegate to the congress of the United States shall be admitted to any share or part of this agreement, or to any benefit arising therefrom.

8.   REMEDIES FOR BREACH OF CONTRACT AND DEFAULT

Neglect or failure of the contractor to comply with any of the terms, conditions, and

provisions of this agreement, including misrepresentations of fact, shall be an event of default unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the U.S. and State of Texas or any of their departments or political subdivisions, or any other cause not reasonably in the control of the contractor. The Contractor, however, shall remedy with haste, each cause preventing compliance with this agreement.

If notified by Comanche Nation Transit in writing that it is in violation of any of the terms, conditions or provisions of this agreement, the Contractor will have 30 days from the date of notification to remedy the causes preventing compliance. If after 30 days corrective measures are not made to Comanche Nation Transit's satisfaction, the Contractor will be subject to an assessment of liquidated damages in an amount to be determined at the time of assessment, but not more than $100 per day, for each calendar day the contractor exceeds the 30-day period.

No delay or omission by Comanche Nation Transit name to exercise its right to assess liquidated damages for default by the Contractor shall impair any such right, or be construed to be a waiver thereof.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 312 U.S.C. Section 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, 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 to the Contractor to the extent the federal government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, or certification to the federal government under a contract connected with to 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. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.D. Section 1001 and 49 U.S.C. Section 5307(n)(l) on the Contractor, to the extent the federal government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided from 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.

11.   DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Comanche Nation Transit deems appropriate.

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

12.   COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to Comanche Nation Transit certificates of compliance with all such laws, orders, and regulations.

_____   _____
Signature of Authorized Official   Title